

The following Terms and Conditions are for the use of the 'In Your Lane' website, social media pages, and the use of our online pre-recorded workout videos.



- 'In Your Lane' is the property of Hayley Becker.
- These terms and conditions are governed by the laws of New Zealand.
- By accepting these Terms and Conditions, you agree to be personally bound by what is outlined below, and any changes that may be made at any time. You agree that you are at least 18 years of age, or have permission of a parent or guardian to participate.

### **1. Services provided by 'In your lane', and what a membership entitles you to**

1a. Membership provides access to the private Facebook group where all pre-recorded workouts and communication will be posted. Acceptance into the group will be within 24 hours of applying.

1b. The private group will include: Five 40 minute pre-recorded strength and conditioning workouts per week, an online community and support.

1c. Strength and conditioning workouts will be posted Monday – Friday at 5am

1d. Any questions or queries posted to the group will be answered within reasonable time.

1e. All efforts will be made to maintain the above times for sessions to be posted. In the case of an unprecedented event where this is not possible, make-up sessions will be posted to ensure there are 5 sessions per week.

### **2. Conditions, restrictions and sharing of intellectual property within membership.**

2a. We collect personal information from you, including information about your:

- Name
- Contact information
- Billing information

We collect your personal information in order to allow the correct individuals into the private online forum, and ensure correct fees are being paid.

Besides our staff, this information will be shared only with Moonclerk payment service - in order to safely and securely take payment.

You have the right to ask for a copy of any personal information we hold about you, and to ask for it to be corrected if you think it is wrong. If you'd like to ask for a copy of your information, or to have it corrected, please contact us at [hello@inyourlane.co.nz](mailto:hello@inyourlane.co.nz).

2b. All 'In Your Lane' workouts are for your personal use only. No recording, or sharing to non-members is allowed unless granted written consent from Hayley Becker. Personal use may include family members within your household.

### **3. Participation in 'In your Lane' home workout program.**

3a. All participants are encouraged to get medical clearance from a doctor before undertaking any physical activity, including participating in 'In Your Lane' home workouts. This is especially important when pregnant, post partum, or returning from injury or illness.

3b. While the instructor will endeavour to ensure all participants are aware of scaling options and alternatives for movements, it is the participants responsibility to know their limitations and perform a safe workout.

3c. Accidents and injuries can occur during physical activity, which includes 'In Your Lane' home workouts. In the unlikely event of an injury, 'In Your Lane' will not be held legally responsible, or accept any claim for compensation or reimbursement for any medical fees associated with this.

3d. 'In Your Lane' does not guarantee any specific results in regards to fitness and weight loss.



#### **4. Payment Terms**

4a. In Your Lane uses Moonclerk Payment Services to safely and securely receive regular payments for your membership.

4b. The monthly membership fee is \$15NZD – there are no further fees associated with this cost.

4c. Your first payment will be processed 14 days after your free trial begins. Refer to clause 5 for cancellation policy.

4d. In the case of a failed payment, you will receive an email notification. After the first failed attempt, the payment will try 3 days later. After the second failed attempt, the payment will try 5 days later. After the third failed attempt, the payment will try 7 days later. After 3 failed attempts, the account will be disabled and your membership suspended until rectified.

#### **5. Cancellation of membership, and refund policy.**

5a. There is no minimum contract term for an 'In Your Lane' membership.

5b. If you wish to cancel your membership, please email [hello@inyourlane.co.nz](mailto:hello@inyourlane.co.nz) at least 5 days before your next payment is due. This also applies for your first payment, which will come out 14 days after your free trial begins.

5c. Membership fees come out monthly, and cover the following calendar month. If you cancel within the month which has been paid for, there will be no refund for the remaining days left of that month. You will be allowed access to the private Facebook page until your final paid month is completed, when you will then be removed.

4d. 'In Your Lane' may cancel your membership immediately, if you breach Clause 2b in regards to restrictions and sharing. In the unlikely event of this, you will be contacted by 'In Your Lane', and a resolution will be on a case by case basis.

#### **6. Privacy And Marketing**

6a. Any comments or photos posted in the 'In Your Lane' Facebook group, will be able to be seen by others members of the group. While we highly discourage it, we cannot guarantee that other members of the group, will not show this information to non-members.

6b. Any comments or messages made in the Facebook group, may be shared by 'In Your Lane' for marketing purposes. In the case of this, your full name and profile photo will be blacked out.

6c. Any photographs shared to the Facebook group, will not be shared without first gaining permission from the owner of the photos.