

Terms and Conditions

Website

This website and its content (including any newsletters or downloads I offer) is owned and operated by me, Sandra Basic-Malinowski, Certified STOTT Pilates Instructor. These terms explain some common sense rules about the website and privacy. They might change.

I offer Pilates group classes, and private sessions. Pilates is a method of physical exercise focusing on mind body connection. All classes are guided by me. By accessing or using the website and these services, you approve that you have read, understood, and agree to these Terms. I reserve the right to modify these terms from time to time at my discretion. When, or if, I change the Terms, I will notify you. Your continued use of the Website or my services after any such change means you agreed with the changes made. If you do not agree to any of these terms, do not use or access the website or the service.

Scope of Practice - Please read carefully!

I am not a doctor. I am a trained movement specialist, and a movement educator. This website does not provide medical or psychological advice nor is a substitute for one. I don't diagnose, treat, prevent or cure anything, period. Do not disregard professional medical advice because of anything you hear or see here. If you think you have a medical issue, call your doctor.

Who can use my website

Age Requirements: In order to use my website and/or receive my services, you must be at least 16 years of age, or have been granted permission of a parent or a guardian/adult of the legal age. You are not allowed to use this website and/or receive services if an adult of legal age (parent/guardian) does not grant you the permission.

Parents and Guardians: By granting your child permission to use my services through your account, you agree and understand that you are responsible for monitoring and

supervising your child's usage. If you believe your child is using your account and does not have your permission, please contact me immediately so that we can disable access.

Account Security: You are responsible for all activity that occurs under your account, including unauthorized activity. You must safeguard the confidentiality of your account credentials. If you are using a computer that others have access to, you must log out of your account after each session. If you become aware of unauthorized access to your account, you must change your password and notify me immediately.

Purchasing my services

When buying my services, you agree that you are responsible for reading the full item listing before making a commitment to buy it, and you complete the check-out payment process.

The prices I charge for using my services are listed on the website. I reserve the right to change my prices at any time, and to correct pricing errors that may inadvertently occur. By making a purchase, you authorize me to charge your credit or debit card, agree to my Terms of Service & Privacy Policy. Charges on your card will appear as <u>BetterHumanPilates.com</u>. You may use PayPal or Square account, if you have one, or email me and we will discuss your preferred way of purchase.

I may, without prior notice, change the services; stop providing the services or any features of the services I offer; or create limits for the services. I may permanently or temporarily terminate or suspend access to the services without notice and liability for any reason, or for no reason.

Warranties & responsibility for services and products

When you receive a confirmation of the purchase of service(s), you may attend either a group class that is suited to your schedule, or we can discuss times and schedule a private appointment with me online or in person for the delivery of the purchased service(s). If you did not purchase my service(s), you may not attend the class.

Class Length and Participation

I provide 1hr classes, and 30min online classes, and 55 min and 30min in person classes. Classes can be personalized exercise plans based on your desired goals and needs, which may be ongoing or for a length of time with an end goal.

I am punctual, and start my classes on time, as well as end them on time. If you would like you to have best exercise experience, please come to class on time. I respect your

time, so please out of respect to me and other clients attending the class I ask you to do the same. If the class is online, you will be muted as you log in eliminating any potential noises and distractions. If the class is in person I will ask you to come to class at least 10min earlier, so you can change, if needed, and get situated for the workout.

Clothing and Props

I ask that you wear something comfortable, and preferably something that adheres to your body, so you do not step on a piece of clothing, or it gets caught in the equipment injuring you. I will not be held responsible if you fail to follow my advice. Hair should be pulled back into a pony tail, or just out of your face, as you will be moving around on your back, stomach, kneeling, standing, etc.

For online workouts I will email you prior to class if you should have small props ready, and what they are. A mat is the only must have for online workouts, so email me if you need an advice what to purchase. I do not use anything larger than a circle or small ball, band and small weights (2lbs). Props are just that, props, so you do not need them, but they may make your workout experience better.

Return and refund policy

- Please note that if you are late to class, you will be charged the full amount of the class.
- If you cancel your appointment at least 12hrs in advance, you will be refunded the full amount of the service you purchased.
- If you cancel your appointment less than 12hrs in advance, you will be charged full amount of the service. In the event of illness, or other unforeseen circumstances I will honor the amount toward your next purchase or can refund the amount, as needed.
- If you try to attend an online class, but have late or missed payments, you will not be able to as you will not receive the confirmation email with link to class.
- If you try to attend class in person, but you have late or missed payments, you can either pay me in person prior to class, or I may reserve the right to ask you to first sign up for class so you can attend. Additionally, if you do not reserve your spot, you may not be able to attend, as the class may be at capacity.

Ownership of copyrights, comments, testimonials

The Services, videos, and any uploads on this website are the exclusive property of me, Sandra Basic-Malinowski, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative of any of the above mentioned.

Customer support details & contact info

If you have any technical issues, or would like to ask questions in relations to this website of services listed, please contact me, Sandra, via the website contact page, or directly at <u>sandrabpilates@gmail.com</u>.

Privacy

BetterHumanPilates.com is hosted on the Wix.com platform. Wix.com provides the online platform that allows the sale of services to you. Your data may be stored through Wix.com's data storage, databases and the general Wix.com applications. They store your data on secure servers behind a firewall.

All direct payment gateways offered by Wix.com and used by BetterHumanPilates.com adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands like Visa, MasterCard, American Express and Discover. PCI-DSS requirements help ensure the secure handling of credit card information by BetterHumanPilates.com.

Anything you signed up for on my, BetterHumanPilates.com, website is for you to use. Maybe it's a session you purchased, a package, a free download, maybe it's to schedule a free call. I will not inundate you with emails, but you may, from time to time, receive email announcements or promotional material or a phone call depending on your preferred way of communication. If you don't want to receive such notices – notify me at any time via email, or text.

I keep everything you send me confidential.

If you upload any content, namely text comments, and testimonials you confirm that you own it. You agree and consent that the uploaded/transferred content may be publicly displayed at the website by me. If you email me anything I consider inappropriate, I will delete your email, your account and block you.

I'm following the practices advised by my service providers to keep data sent to me secure and prevent access.

If you have any questions, email me at sandrabpilates@gmail.com

BetterHumanPilates © 2020