



## **TERMS OF USE**

The following terms of use contain the terms on which you may use the website [www.jumpstartjonny.co.uk](http://www.jumpstartjonny.co.uk) and [www.jumpstartjonny.com](http://www.jumpstartjonny.com), whether as a guest or as a registered user, and on which we supply goods and services to you via the site.

By accessing or using this site, you are deemed to have read, understood and agreed to each of the terms, conditions and notices set out in this agreement. If you do not understand or agree to each of the terms, conditions, or notices, you should not access or use this site under any circumstances.

As we update and expand our business, this policy may change, so please refer back to it frequently.

### **Terms**

The term begins when you start using Jump Start Jonny (whether as a free or paid user) and continues as long as you use the service.

### **Changes**

We may change any of the terms by posting revised terms of use on our website and/or by sending an email to the last email address you gave us. Unless you terminate your account within ten (10) days, the new terms will be effective immediately and apply to any continued or new use of the Jump Start Jonny website. We may change the website, the service, or any features of the service at any time.

### **Participation**

You can use the My Free Videos section of the website without creating an account. However, you must create an account in order to access the My Club Videos area. **IF YOU ARE UNDER THE AGE OF 18, YOU ARE NOT PERMITTED TO REGISTER AS A USER OR OTHERWISE SUBMIT PERSONAL INFORMATION TO JUMP START JONNY WITHOUT THE CONSENT OF A PARENT OR GUARDIAN AGED 18 YEARS OR OVER.** If you create an account, you agree to provide, maintain, and update true, accurate, current, and complete information about yourself in the registration process. You shall not impersonate any person or entity or misrepresent your identity or affiliation with any person or entity, including using another person, company, or school's name, likeness, voice, image(s), or photograph(s). You also agree to promptly notify Jump Start Jonny with any questions of any unauthorised use of your username, password, other account information, or any other breach of security that you become aware of involving or relating to the site.

### **Closing your account**



You or Jump Start Jonny may terminate this agreement at any time and for any reason by giving notice to the other party. We may suspend our service to you at any time, with or without cause. If we terminate your account without cause, we'll refund a portion of any pre-payment. We won't refund or reimburse you if there's cause, like a violation of these terms. Once terminated, we may permanently delete your account and all the data associated with it, including your emails from our website. If you don't log in to your account for 12 or more months, we may treat your account as "inactive" and permanently delete the account and all the data associated with it.

## **Access**

Access to our site is permitted on a temporary basis and we reserve the right to withdraw or amend the service we provide on our site without notice. We will not be liable if our site is unavailable at any time or for any period. Now and then, we may restrict access to some parts of our site, or our entire site, to all users including those who have registered with us.

You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms, and that they comply with them.

We reserve the right to withdraw or amend any content (including videos) on the Jump Start Jonny website at any time with or without notice.

## **Service limitations and modifications**

Jump Start Jonny will make reasonable efforts to keep the Jump Start Jonny website operational. However, certain technical difficulties or maintenance may, from time to time, result in temporary interruptions. To the extent permissible under applicable law, Jump Start Jonny reserves the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of the Jump Start Jonny website, with or without notice, all without liability to you, except where prohibited by law, for any interruption, modification, or discontinuation of the Jump Start Jonny website or any function or feature thereof. Notwithstanding the foregoing, if you have prepaid fees for paid subscriptions that Jump Start Jonny permanently discontinues prior to the end of the prepaid period, Jump Start Jonny will refund you the prepaid fees for the prepaid period after such discontinuation. You understand, agree, and accept that Jump Start Jonny has no obligation to maintain, support, upgrade, or update the service, or to provide all or any specific content through the service. This section will be enforced to the extent permissible by applicable law. Jump Start Jonny and/or the owners of any content may, from time to time, remove any such content without notice to the extent permitted by applicable law.

## **Misuse**



You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs, or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored, or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

### **User-generated content**

Jump Start Jonny users may post, upload, and/or contribute ("post") content to the service (which may include, for example, pictures, text, messages, information, videos, and/or other types of content) ("user content"). For the avoidance of doubt, "user content" includes any such content posted to the Jump Start Jonny website.

You promise that, with respect to any user content you post on the Jump Start Jonny website, (1) you have the right to post such user content, and (2) such user content, or its use by Jump Start Jonny as contemplated by the agreements, does not violate the agreements, applicable law, or the intellectual property (including without limitation copyright), publicity, personality, or other rights of others or imply any affiliation with or endorsement of you or your user content by Jump Start Jonny or any individual without express written consent from such individual or entity.

Jump Start Jonny may, but has no obligation to, monitor, review, or edit user content. In all cases, Jump Start Jonny reserves the right to remove or disable access to any user content for any or no reason, including but not limited to, user content that, in Jump Start Jonny's sole discretion, violates the agreements. Jump Start Jonny may take these actions without prior notification to you or any third party. Removal or disabling of access to user content shall be at our sole discretion, and we do not promise to remove or disable access to any specific user content.

You are solely responsible for all user content that you post. Jump Start Jonny is not responsible for user content nor does it endorse any opinion contained in any user content. YOU AGREE THAT IF ANYONE BRINGS A CLAIM AGAINST JUMP START JONNY RELATED TO USER CONTENT THAT YOU POST, THEN, TO THE EXTENT PERMISSIBLE UNDER LOCAL LAW, YOU WILL INDEMNIFY AND HOLD JUMP START JONNY HARMLESS FROM AND AGAINST ALL DAMAGES, LOSSES, AND EXPENSES OF ANY KIND (INCLUDING REASONABLE ATTORNEY FEES AND COSTS) ARISING OUT OF SUCH CLAIM.



## **Subscriptions and accounts**

The registration processes will involve you providing a password and we shall provide you with a designated account. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password and/or account. You agree to (a) immediately notify Jump Start Jonny of any unauthorised use of your password or account and any other breach of security, and (b) ensure that you exit from your account at the end of each session. Jump Start Jonny cannot and will not be liable for any loss or damage arising from your failure to comply with this obligation. We are not responsible for any losses due to stolen or hacked passwords. We do not have access to your current password, and for security reasons, we may only reset your password.

Schools who sign up to become a member of The Jump Start Jonny Club will be sent an invoice to pay for their annual subscription via email. This invoice must be paid immediately.

User accounts are only allowed to be logged in to at the address to which they are registered. For example, if a school called West School was to become a member of The Jump Start Jonny Club and the address of this school was Station Road, BN11 1JY, then any user who has access to this account can only log in at the registered address, i.e. Station Road, BN11 1JY. Users associated with this account (i.e. anyone who has access to the log-in information) may not log in outside of the account's registered address, such as at home or within another school. This applies to all users irrespective of membership type.

Username and passwords must not be shared.

Our charges are posted on our website and may be changed from time to time. We may change our fees at any time by posting a new pricing structure to our website and/or sending you a notification by email. Price changes for paid subscriptions will take effect at the start of the next subscription period following the date of the price change. As permitted by local law, you accept the new price by continuing to use the Jump Start Jonny service after the price change takes effect. If you do not agree with the price changes, you have the right to reject the change by unsubscribing from the Jump Start Jonny service prior to the price change going into effect. Please, therefore, make sure you read any such notification of price changes carefully.

When you register for a paid subscription, you consent to gain access to The Jump Start Jonny Club. If you register for a paid subscription, you may change your mind for any or no reason and receive a full refund of all monies paid within fourteen (14) days.

When you become a paid member of The Jump Start Jonny Club, your Welcome Pack will be shipped to the address you provided.



Schools and nurseries that become paid members of The Jump Start Jonny Club will be entitled to a 10% discount on the price of a 30-minute, 1-hour, half-day or full-day visit. This discount is not applied to any costs associated with travel and/or accommodation. When schools and nurseries register to become members of The Jump Start Jonny Club, they will be required to select the appropriate size of their establishment as advertised on the website. The person registering the school or nursery must provide accurate information with regard to the number of children in the establishment. Should the size of the establishment change, the school or nursery must contact Jump Start Jonny immediately to notify us of such information. If the size of the establishment changes so that the number of children is more than at initial registration, payment of the difference between the two categories must be made immediately. If the size of the establishment changes so that the number of children is less than at initial registration, the establishment is not entitled to any refund.

If a user signs up for a teacher membership account, then this membership account can only be used by the teacher who signed up for it and by nobody else.

Home users that become paid members of The Jump Start Jonny Club will be entitled to a 10% discount on selected events and merchandise. We cannot guarantee the frequency of such selected events and merchandise and the recurrence of these items may change over time. Those who register for paid access to The Jump Start Jonny Club at home must pay for each child who will have access to the website.

## **Renewals**

If you are a home or teacher user paying to become a member of The Jump Start Jonny Club, your payment to Jump Start Jonny will automatically renew at the end of the subscription period unless you cancel your paid subscription before the end of the current subscription period. This cancellation will take effect the day after the last day of the current subscription period and you will be downgraded to the free service.

If you are a school user paying to become a member of The Jump Start Jonny Club, you will receive an invoice to renew your membership prior to the end of your current subscription period. This invoice must be paid immediately in order to maintain access to The Jump Start Jonny Club. Failure to comply with these terms and conditions may result in users being downgraded to the free service.

## **Credit and debit cards**

You agree to provide us with valid credit/debit card information and authorize us to deduct the appropriate charges against that credit/debit card. You'll replace the information for any credit/debit card that expires with information for a different valid credit/debit card. Anyone using a credit/debit card represents and warrants that he or she is authorized to use that credit/debit card, and that any and all charges may be



billed to that credit/debit card and won't be rejected. If, for some reason, we're unable to process your credit/debit card order, we'll try to contact you and suspend your account until your payment can be processed.

We do not store credit card details nor do we share customer details with any 3rd parties.

### **Returns**

If you are unhappy with your purchase of physical items (such as clothing), you may return the products to us at any time within 30 days starting on the day after you received them unless they have been used or worn. If products are returned within the 30-day period, you will be entitled to a full refund.

Fees cannot be refunded after the 30-day refund period. You must tell us in writing if you wish to cancel an order. You should do this by emailing [hello@jumpstartjonny.co.uk](mailto:hello@jumpstartjonny.co.uk). You will receive your refund within 30 days of the date you tell us that you are cancelling the relevant order.

### **Property rights**

We are the owner or the licensee of all intellectual property rights in our site and in the material published or broadcast on it. All rights are reserved.

Videos published and broadcast on the site may not be downloaded or copied. You must not modify in any way any part of our site or the materials on it. Doing so will result in your right to use the site being ceased immediately. Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.

You agree not to distribute our videos without our prior written permission.

You must not use any part of the materials on our site for commercial purposes without obtaining permission from us. You agree that you will only access the site and any materials posted on it for your own personal, non-commercial use. You also agree not to use our site or any of the materials on it for the solicitation of business in the course of trade or in connection with a commercial enterprise.

If you copy, download, or distribute our videos without prior permission, your right to use our site will cease immediately and you must, at our option, return or destroy any copies you have made.

### **Health and safety**

THOSE UNDER THE AGE OF 18 MUST BE ACOMPANIED BY AN ADULT AGED 18 YEARS OR OVER AT ALL TIMES WHEN USING AND PARTICIPATING IN THIS SITE. THIS ADULT AGREES TO THE TERMS AND CONDITIONS SET OUT IN



THIS DOCUMENT AND UNDERSTANDS THAT THEY ARE RESPONSIBLE FOR THE HEALTH AND SAFELTY OF THE CHILDREN WHOM THEY ACCOMPANY.

By using this site, you agree that you and those you are responsible for have gained permission from a GP to use the Jump Start Jonny videos. You also agree that, when taking part in any Jump Start Jonny exercise video, you and those you are responsible for will work safely within your own limits and capabilities.

You agree to make sure that the area in which you and those you are responsible for conduct, participate in or view the exercise is safe for such participation and is clear of all obstacles or any object that could cause physical harm. It is the responsibility of the adult to ensure that the area of participation complies fully with any health and safety regulations, standards or policy appropriate or applicable to that area, and that full compliance with that health and safety policy. By participating in any element of the Jump Start Jonny website, you are agreeing that you, or anyone you are responsible for, will stop exercising IMMEDIATELY if you/they should feel ill or faint or experience any other detrimental physical effects from taking part in the exercise. You confirm that in this eventuality, a suitable health professional will be contacted to investigate any symptoms or physiological problems, and exercise will not recommence unless that suitably qualified health professional has given permission to do so.

PLEASE NOTE THAT THE EXERCISES CONTAINED ON THE JUMP START JONNY WEBSITE ARE MEANT AS A GUIDE ONLY. NOT ALL OF THE EXERCISES ARE SUITABLE FOR EVERYONE AND YOU AND THOSE YOU ARE RESPONSIBLE FOR SHOULD NOT COPY AN EXERCISE UNLESS IT CAN BE PERFORMED SAFELY WITHOUT RISK. WE TAKE NO RESPONSIBILITY FOR ANY ILLNESS OR INJURY CAUSED AS A RESULT OF NOT COMPLYING WITH THESE TERMS.

### **Other**

If you have concerns about the material that appears on our site, please contact [hello@jumpstartjonny.co.uk](mailto:hello@jumpstartjonny.co.uk).

And always remember – you're amazing!