

## **TERMS & CONDITIONS**

The following terms & conditions 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.

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 the Jump Start Jonny site and continues as long as you use the service.

### **Changes**

We may change any of the terms by posting revised terms & conditions on our website and/or by sending an email to the last email address you gave us. You may not be notified of changes to these terms, but by using the website, you agree to the changes made. 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**

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's, company's or school's name, likeness, voice, image(s) or photograph(s). You also agree to promptly notify Jump Start Jonny 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.

You accept and agree that your use site of the site may be monitored and that this information may be used to help us improve the service we provide.

### **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.

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. If you have prepaid fees for subscriptions that Jump Start Jonny permanently discontinues, you may not be entitled to a refund. 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 cooperate 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.

### **Paid membership (individuals)**

Jump Start Jonny offers a paid membership plan for individuals. This plan gives individual users access to additional content on the Jump Start Jonny website (as advertised on the membership page) in return for payment. Payment can be made monthly or yearly, depending on the individual’s chosen preference. Monthly memberships renew each and every month until cancelled by the user and yearly memberships renew each and every year until cancelled by the user. If the user wishes to cancel their membership, they must do this themselves from within the admin panel. The user may not receive notification of an upcoming renewal and it is their responsibility to make a note of their renewal date.

To sign up for membership, individuals must complete the online registration form and pay by debit or credit card. Once payment has been made, individuals will gain immediate access to the service.

Discounts are available for a limited time only and can be advertised and withdrawn at our sole discretion.

Once they have access to the site, individuals are responsible for maintaining the confidentiality of their password and account information at all times and accept full responsibility for the activities that occur under their password and/or account. Passwords and account information may never be shared and doing so may result in immediate termination of the account and no refund. Individuals agree to (a) immediately notify Jump Start Jonny of any unauthorised use of any password or account and any other breach of security, and (b) ensure that they exit from their account at the end of each session. Jump Start Jonny cannot and will not be liable for any loss or damage arising from the individual's 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.

Jump Start Jonny retains the absolute right at their complete discretion to offer subscriptions in certain countries and for certain periods of time.

In relation to subscriptions, you will be charged the rate stated at the time of purchase, plus applicable taxes (such as Value Added Tax when the stated rate doesn't include VAT). If the applicable VAT rate (or other included tax or duty) changes, the tax-inclusive price will adjust accordingly.

Jump Start Jonny may change the price of subscriptions at any time, in line with inflation and with or without prior notification. As permitted by local law, you accept the new price by continuing to use your account after the price change takes effect. If you do not agree with the price changes, you have the right to reject the change by cancelling your membership prior to the price change going into effect.

Access to the website is permitted by the registered individual only and you understand and agree that we may monitor your usage of the service to allow us to determine whether a violation has, or is, occurring.

You acknowledge that all content remains the property of Jump Start Jonny at all times. You also understand that being a member constitutes a licence for the use of Jump Start Jonny material for the duration of the subscription only.

You agree that a breach of any of the general terms and conditions will lead to your membership being immediately suspended. It is at Jump Start Jonny's absolute discretion as to whether your account will be reinstated.

### **Paid membership (schools)**

Jump Start Jonny offers a paid membership plan for schools. This plan gives schools access to additional content on the Jump Start Jonny website (as advertised on the membership page) in return for payment. To sign up for membership, schools must complete the online registration form. Submitting this form requires no immediate payment and will create a master account which the school can access instantly. We will review the information submitted in the form for verification purposes and delete accounts we deem to be fake or unofficial.

Once a school has created a master account, the account administrator should follow the on-screen instructions to invite each teacher in their school and their school only, via our online portal, to use the Jump Start Jonny site, ensuring only school email addresses (as opposed to personal ones) are entered into the appropriate field. Once invitations have been sent, each teacher will receive an email containing instructions on how they can create their own sub account, which will allow each teacher to log into the site using their own username and password. A sub account must be created for each teacher who wants to use the website and teachers may only log into their own accounts. All website users are responsible for maintaining the confidentiality of their password and account information at all times and accept full responsibility for the activities that occur under their password and/or account.

The school agrees to (a) immediately notify Jump Start Jonny of any unauthorised use of any password or account and any other breach of security, and (b) ensure that each user exits from their account at the end of each session. Jump Start Jonny cannot and will not be liable for any loss or damage arising from the school's 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.

When schools 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 individual registering the school must provide accurate information with regard to the number of children in the establishment and this information may be checked and verified by us using external sources. Should the size of the establishment change, the school 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 greater than at initial registration, the school's payment plan will change and any additional payment must be made. If the size of the establishment changes so that the number of children is less than at initial registration, the establishment may not be entitled to any refund.

Membership lasts for a minimum of 12 months and Jump Start Jonny retains the absolute right at their complete discretion to offer subscriptions in certain countries and for certain periods of time.

In relation to annual subscriptions, you will be charged the rate stated at the time of purchase, plus applicable taxes (such as value added tax when the stated rate doesn't include VAT), every year. If the applicable VAT rate (or other included tax or duty) changes,

the tax-inclusive price will adjust accordingly. Every year, your contract will renew automatically for another 12 months until you or we cancel it.

Schools that sign up for membership will be sent an invoice via email to pay for their subscription. This invoice must be paid within 30 days. Failure to pay this invoice within the 30-day timeframe may result in limited access to the service.

Jump Start Jonny may change the price of subscriptions at any time, in line with inflation and with or without prior notification. As permitted by local law, you accept the new price by continuing to use your account after the price change takes effect. If you do not agree with the price changes, you have the right to reject the change by cancelling your membership prior to the price change going into effect.

Discounts are available for a limited time only and can be advertised and withdrawn at our sole discretion.

If you reside within the European Union, you may cancel your membership within 14 days from the date of your purchase and obtain a full refund by contacting [hello@jumpstartjonny.co.uk](mailto:hello@jumpstartjonny.co.uk). If you reside outside an EU country, you understand and agree that we are unable to offer refunds under any circumstance.

Access to the website is permitted only at the school's registered postal address and invitations to join the site may only be sent to teaching staff contracted to work within the member school. You understand and agree that we may monitor your usage of the service to allow us to determine whether a violation has, or is, occurring.

You acknowledge that all content remains the property of Jump Start Jonny at all times. You also understand that being a member constitutes a licence for the use of Jump Start Jonny material for the duration of the subscription only.

You agree that a breach of any of the general terms and conditions will lead to your membership being immediately suspended. It is at Jump Start Jonny's absolute discretion as to whether your account will be reinstated.

### **Free trials**

Jump Start Jonny offers a free, no-obligation, 14-day trial for schools interested in purchasing membership. This trial gives the interested school full access to the Jump Start Jonny website as if they were a paid member.

Free trials work on an approval basis whereby you are required to submit a trial request form online which we will evaluate and approve as appropriate. Trials are for schools only and you understand and accept that your information will be verified before your trial is approved and that we reserve the right to delete requests from users we deem to be fake or unofficial.

If your trial is approved, you will receive a welcome email and be able to use the site right away. Unapproved trials may receive no communication. Approved trials will have access

to the site for 14 days, including weekends, from the date of approval, and if the trial school wishes to maintain full access to the site once the trial has ended, then they must sign up for paid membership, otherwise access is limited to free content only. Schools can sign up for membership at any point during or after the trial by completing the online registration form.

Schools do not need to enter payment information to be able to access the trial and users must submit legitimate information, including an official school email address, when completing the request form.

If a school wishes to extend their trial, then they must put their request in writing to [hello@jumpstartjonny.co.uk](mailto:hello@jumpstartjonny.co.uk) and the decision to extend the trial is at the sole discretion of Jump Start Jonny. You understand and accept that the trial and its duration are subject to change and/or withdrawal at any time at the sole discretion of Jump Start Jonny.

### **Offers and competitions**

All competitions or offers coordinated by Jump Start Jonny will make clear what any offer includes, who is able to participate, how to participate and when the said competition begins and ends. Any entries that do not meet these requirements will not be entered into any promotion.

Promotions by Jump Start Jonny will give specific restrictions and conditions of entry for each offer in the launching of any competition. Jump Start Jonny staff operating the promotions will be available to answer questions and clarify the terms of entry for any potential entries.

Any given conditions of entry will be made clear before or at the time of entry for prize draws, discount opportunities or offer codes. These conditions will remain accessible through the period of the promotion.

### **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. For your safety, credit/debit card details are not stored nor shared with third 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 14 days starting on the day after you received them

unless they have been used or worn. If products are returned within the 14-day period, you will be entitled to a full refund.

Fees cannot be refunded after the 14-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.

Content published 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 record, emulate, copy or distribute our videos (or any other content on our site) 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 content 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 ACCOMPANIED 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 SAFETY OF THE CHILDREN OR YOUNG PEOPLE WHOM THEY ACCOMPANY.

By using the site, you agree that you are fit and well enough to do so. You agree that if you are unsure about your physical ability to participate, you will contact your GP for advice. You also agree that, when taking part in any Jump Start Jonny video, whether fitness-based or otherwise, you and those you are responsible for will participate 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 re-commence 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 remember – you're amazing!