TERMS OF USE

Welcome to the website of XYZ Gym. By accessing or using our website, you agree to be bound by these terms of use ("Terms"), as well as our privacy policy, which is incorporated into these Terms by reference. If you do not agree to these Terms, please do not use our website.

1. Use of Website You may use our website for lawful purposes and in accordance with these Terms. You must not use our website in any way that violates any applicable federal, state, local, or international law or regulation.
2. Intellectual Property The content on our website, including but not limited to text, graphics, images, logos, and software, is the property of XYZ Gym and is protected by copyright and other intellectual property laws. You may not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our website without our prior written consent.
3. User Content Our website may allow users to submit or post content, such as reviews, comments, or feedback. By submitting or posting content on our website, you grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use, copy, modify, create derivative works based on, distribute, publicly display, publicly perform, and otherwise exploit in any manner such content in all formats and distribution channels now known or hereafter devised.
4. Disclaimer of Warranties We do not warrant or guarantee the accuracy, completeness, or timeliness of the information available on our website. Our website and its content are provided on an "as is" and "as available" basis, without any warranties of any kind, either express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement.
5. Limitation of Liability We will not be liable for any damages of any kind arising from the use of our website, including but not limited to direct, indirect, incidental, punitive, and consequential damages. In no event shall our liability exceed the total amount paid by you, if any, for accessing our website.
6. Indemnification You agree to indemnify and hold harmless XYZ Gym, its affiliates, and their respective directors, officers, employees, and agents from and against any claims, actions, suits, or proceedings, as well as any and all losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to your use of our website, your violation of these Terms, or your violation of any rights of another.
7. Governing Law These Terms shall be governed by and construed in accordance with the laws of the state of [insert state], without giving effect to any principles of conflicts of law.
8. Modifications to Terms We reserve the right to modify these Terms at any time, without prior notice. Your continued use of our website after such modifications shall constitute your acceptance of the modified Terms.

If you have any questions or concerns about these Terms, please contact us at [insert contact information].