

Terms and Conditions for kubeFit 360°

Effective Date: January 1, 2025

Welcome to **kubeFit 360°**! By using our website, mobile applications, and services (collectively, “the Service”), you agree to comply with the following Terms and Conditions. Please read them carefully before accessing or using the Service. If you disagree with any part of these terms, do not use our Service.

1. Acceptance of Terms

By accessing or using our Service, you agree to these Terms and Conditions. If you are registering an account or using the Service on behalf of a company, you affirm that you have the authority to accept these terms on behalf of your organization.

We reserve the right to change, update, or amend these Terms and Conditions at any time. When changes occur, we will post the updated Terms and Conditions with an updated effective date. Continued use of the Service after such changes are posted constitutes your acceptance of those changes.

2. User Accounts

Registration

To use certain features of kubeFit 360°, you must create a user account by providing accurate and complete registration information, such as your name, email address, and other required details. You are responsible for maintaining the confidentiality of your login credentials and are responsible for all activities under your account.

Account Responsibilities

You agree to:

- Keep your account information up to date and accurate.
- Maintain the confidentiality of your password and other credentials.
- Notify us immediately of any unauthorized access to your account.

Age Requirements

To use our Service, you must be at least 18 years old or the age of majority in your jurisdiction, whichever is older. If you are under 18, you may use our Service only with the consent and supervision of a parent or legal guardian.

3. Services Provided

kubeFit 360° offers various services related to fitness and gym management, including but not limited to:

- Personal trainer and member management
- Workout plans and progress tracking
- Membership subscriptions and billing
- E-commerce for gym merchandise and supplements

These services may be available through a combination of free or paid features, and we reserve the right to modify, suspend, or terminate access to any part of our Service.

4. User Responsibilities

You agree to:

- Use the Service only for lawful purposes and in compliance with all applicable laws and regulations.
- Not to abuse or misuse the Service, including sending spam, uploading harmful materials, or attempting to hack or disrupt the Service.
- Not to impersonate any person or entity, or misrepresent your affiliation with any organization.
- Not to upload or share content that infringes the rights of others, including intellectual property rights.

We reserve the right to suspend or terminate your account if we believe you have violated these responsibilities.

5. Payments and Subscriptions

Membership Fees

Certain features of the Service, such as accessing personalized workout plans or premium features, may require you to pay membership fees. By selecting a paid plan, you agree to pay the applicable fees for the chosen subscription.

Payment Terms

All payments are processed securely via third-party payment processors. By using our Service, you agree to abide by the payment terms set forth by the payment provider.

Subscriptions will automatically renew unless you cancel before the next billing period. You can manage your subscription and payment preferences through your account settings.

Refunds

Subscription fees are non-refundable, except as required by applicable law. If you encounter an issue with the Service, please contact us for support.

6. Content and Ownership

kubeFit 360° owns all intellectual property rights associated with the Service, including the website, mobile applications, and any software or content provided by the Service.

You retain ownership of the content you submit or upload to the Service (e.g., workout data, profile information), but you grant **kubeFit 360°** a license to use, modify, and display that content for the purpose of providing and improving the Service.

By submitting any content, you affirm that you have all necessary rights to use and share it.

7. Privacy

Your privacy is important to us. Please refer to our [Privacy Policy](#) to understand how we collect, use, and protect your personal information. By using our Service, you consent to the practices described in our Privacy Policy.

8. Termination

We reserve the right to suspend or terminate your access to the Service at any time, without notice, for conduct that we deem inappropriate or unlawful. Upon termination, your account and all associated content may be deleted.

If you wish to terminate your account, you can do so by following the account deletion instructions in your settings.

9. Disclaimers and Limitation of Liability

kubeFit 360° is provided on an "as-is" basis, without warranties of any kind, express or implied. We do not guarantee the accuracy, availability, or functionality of the Service.

We will not be liable for any direct, indirect, incidental, or consequential damages resulting from your use or inability to use the Service, including but not limited to any loss of data, profits, or business interruption.

10. Indemnification

You agree to indemnify, defend, and hold harmless **kubeFit 360°**, its affiliates, partners, officers, and employees from any claim, loss, liability, or expense (including legal fees) arising from your use of the Service or violation of these Terms.

11. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of the jurisdiction in which **kubeFit 360°** is incorporated, without regard to its conflict of law principles. Any dispute arising under these Terms shall be resolved in the competent courts of that jurisdiction.

12. Changes to the Terms

We may update or modify these Terms and Conditions at any time, and you are responsible for reviewing them periodically. Your continued use of the Service constitutes acceptance of any changes to the Terms.

13. Contact Us

If you have any questions about these Terms and Conditions, please contact us:

- **Email:** youngphysicalfitness123@gmail.com
- **Phone:** [+977 9847162918](tel:+9779847162918)
- **Address:** [Kumarigal - 7, Kathmandu, Nepal](#)