TERMS AND CONDITIONS

Tecfit is an online fitness platform which delivers, live, trackable and interactive workouts, delivered directly to the home by the world’s most inspirational fitness trainers.

Thank you for choosing Tecfit and welcome to the services operated by Tecside Limited via our website available at https://Tecfitgroup.com (the “**Site**“) or any other website, device or platform, along with the classes with the Tecfit trainers available on iOS and Android devices (the “Tecfit **Product**“), and any other services that we may provide in relation to the services, such as customer support, social media, community channels and other websites that we may operate from time to time (together, the “**Services**“).

These Terms and Conditions (these “**Terms**“) apply to the Services. The Terms apply whether you are a user that registers an account with us or an unregistered user or visitor to the Site. You agree that by subscribing or otherwise registering, downloading, accessing or using our Services, you are entering into a legally binding agreement between you and us regarding your use of the Services.

By using our Services, you are also agreeing (i) that you have read and understood our [Privacy Policy](https://fiit.tv/privacy/) which sets out how we collect, process and use your information; and (ii) to our [Medical Disclaimer](https://fiit.tv/medical-disclaimer/). Please read these Terms carefully before you start to use our Services. We recommend that you print a copy of these Terms for future reference. If you do not agree to these Terms, you must not use our Services.

1. **GENERAL**
   1. These Terms were last updated on 8th March 2021.
   2. The Services are operated by Tecside Limited (“**us**“, “**we**“, “**our**” or “**Tecside**“). Further information about Tecside, including how to contact us, is set out in section 13, below.
   3. You agree that you are at least 16 years old and that if you are between 16 years and 18 years old, your legal guardian has reviewed and agrees to these terms and is happy for you to access and/or use our Services.
   4. The Services are only available to legal residents of the United Kingdom and Ireland.
   5. We reserve the right, from time to time, with or without notice, to change these Terms at our sole discretion, and the latest version will appear on our website (https://tecfitgroup.com, the “**Site**“) with the date that it was last updated. By using the Service after any changes have been posted, you agree to the new terms.
2. **THE TECFIT PRODUCT**
   1. In order to use the Tecfit Product and access classes with the Tecfit trainers you will need to create a Tecfit account with us and purchase a subscription (as set out in section 9 below).
3. **RIGHTS WE GRANT YOU**
   1. The Services and other material on the Services is owned and operated by us. Unless otherwise indicated, all content, information and other materials on our Service, including our trademarks and logos, the visual interfaces, graphics, design, information, software, computer code, services, text, images, sound files and any other files, and the selection and arrangement thereof (collectively, the “**Materials**“) are protected by relevant intellectual property rights and laws. All Materials contained on our Services are the property of Tecside and/or third party licensors.
   2. We grant you a limited, non-exclusive, non-transferable, revocable licence to make use of our Services and a limited, non-exclusive, non-transferable, revocable licence to make personal, non-commercial use of the Materials. We reserve all rights not expressly granted in these Terms.
   3. You agree not to remove, obscure or alter any of the Materials appearing on our Services. You may not sell, license, distribute, copy, modify or otherwise make any derivative use of, publicly perform or display, transmit, publish, edit or adapt the Materials.
   4. If we find that you have made unauthorised use of the Materials found on this Services we may terminate this licence at any time (and without notice).
4. **YOUR USE OF OUR SERVICES**
   1. You must comply with the laws that apply to you in the location that you access our Services from. If any laws applicable to you restrict or prohibit you from using our Services, you must comply with those legal restrictions or, if applicable, stop accessing and/or using our Services.
   2. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
   3. You warrant that all the information you provide to us on accessing and/or using our Services is and shall remain true, correct and accurate at all times. You understand and agree that all content that you may upload, communicate or otherwise make available via our Services is your sole responsibility.
   4. You agree that when you create an account with us, you shall take all steps necessary to protect your login details and keep them secret. You agree that you shall not give your login details to anyone else or allow anyone else to use your login details or account. If you do not keep your login details secret, or if you share your account or details with someone else, you accept full responsibility for the consequences of this (including any unauthorised purchases).
   5. You agree that you will comply with any applicable third party terms of agreement when using the Services.
   6. You understand that you can only use the Tecfit Product on
      1. an iOS device running one of the last 2 major versions of the iOS operating system. For illustrative purposes only, if the most recent version of the iOS operating system is iOS 11.2.4, your device’s operating system must be iOS 10.0.0 or later.
      2. an Android device running one of the last 3 major versions of the Android operating system. For illustrative purposes only, if the most recent version of the Android operating system is Android 11, your device’s operating system must be Android 9 or later.
   7. You agree that you will not:
      1. impersonate any other person, conduct yourself in an offensive or abusive manner, or use our Services for any unlawful purposes
      2. use the Services for any commercial or business purpose or the benefit of any third party;
      3. sell, transfer or try to sell or transfer an account with us or any part of an account;
      4. contravene any regulations or requirements of any network connected to our Services;
      5. disrupt or interfere with our Services or networks or servers that provide our Service;
      6. use virtual private networks, false email addresses or any other means to mask your identity;
      7. attempt to access the accounts of other users or upload, share or submit content containing any spy ware, adware, viruses, corrupt files, worm programmes or other malicious code designed to interrupt, damage or limit the functionality of or disrupt any software, hardware, telecommunications, networks, servers or other equipment, Trojan horse or any other material designed to damage, interfere with, wrongly intercept or expropriate any data or personal information;
      8. disable or modify any copy protection technology used on our Services;
      9. not to alter or modify, translate, adapt, merge, make derivative works of, decompile, disassemble, reverse compile, reverse engineer or otherwise attempt to derive the source code for any part of the Site or any of the Services;
      10. collect, harvest or ‘scrape’ any data from any web pages contained in our Site;
      11. upload, share or submit content that is or may be interpreted as obscene, indecent, pornographic, sexually explicit, libellous, maliciously false, inaccurate, misleading, depicting violence (in a explicit, graphic or gratuitous manner) offensive, deceptive, threatening, abusive, harassing, menacing, hateful, discriminatory or cause annoyance, inconvenience or needless anxiety to any person or be in breach of hate speech or discrimination legislation;
      12. upload, share or submit any content that infringes any proprietary rights of any third party including any patent, copyright, moral right, database right, trademark right, design right, trade secret rights in passing off, rights of privacy, publicity, confidence, or under data protection legislation or other intellectual property law;
      13. do or omit to do anything which would bring us, the Services, our suppliers or other users into disrepute or in any way damage our or their reputation;
      14. interfere with another user’s use and enjoyment of the Site or the Services; or
      15. use our Services in any other way not permitted by these Terms.
   8. We may suspend, restrict or terminate your account and your access to our Services with or without notice if we believe that you have breached these Terms. This does not limit our right to take any other actions against you that we consider appropriate to protect our rights.
5. **COPYRIGHT INFRINGEMENT AND CONTENT TAKEDOWN**
   1. Please note that we have no obligation to monitor, review, filter, moderate or remove any content from the Services. Nevertheless, we reserve the right to take any such actions in our sole discretion.
   2. If you believe that your work, or the work of someone you are authorised to represent, has been uploaded to our Services, without your authorisation, or in any other way that constitutes copyright infringement, you should notify us of your copyright infringement claim in accordance with the procedure below. We will process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act (the “DMCA”) and other applicable intellectual property laws with respect to any alleged or actual infringement. To be effective, your notification must be in writing and contain the following information:
      1. a statement that you have identified works which infringe your copyright, or the copyright of a third party on whose behalf you are entitled to act;
      2. a description of the works that you claim is infringing or where it is located on the Services, with enough detail that we may verify its existence;
      3. a description of the copyright works that you claim have been infringed;
      4. your full name, address and telephone number and a valid email address on which you can be contacted;
      5. a statement that you believe in good faith that the disputed use of the material is not authorised by the copyright owner, its agent, or the law; and
      6. a statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are the owner of, or otherwise authorised to act on behalf of the owner of, the copyright work that is allegedly infringed.
   3. Please send the notice containing the above information by email to legal@tecfitgroup.com
   4. Notwithstanding our position that we are not obliged to monitor any content uploaded to the Services (as referred to above), it is our policy to: (i) block access to or remove material that we believe in good faith to be copyright works that have been illegally copied and distributed by any of our advertisers, affiliates, suppliers or users; and (ii) terminate repeat offenders’ use of the Services.
   5. We have no control over and do not warrant in any way that the content or other information and materials provided by our users or third parties are accurate, complete, legal, non-infringing, reliable, current or error-free. To the fullest extent permitted by law, we disclaim all warranties, representations, and terms and conditions that may relate in any way to any content listed on the Services.
6. **MEDICAL DISCLAIMER**
   1. As part of our Services you will have access to health, fitness and wellbeing information and will be able to participate in live or video-on-demand classes, activities and any other products and/or services which are provided by third party trainers via the Tecfit platform (the “**Session(s)**“). You acknowledge that such information and the Sessions are designed for educational and entertainment purposes only and you should not rely on this information as a substitute for, nor does it replace, professional medical advice or treatment. The use of any information provided on our Services is solely at your own risk. You also understand that the Sessions together with any health, fitness and nutritional information are provided by third parties and we take no responsibility for such content. Please read our [Medical Disclaimer](https://fiit.tv/medical) for more details.
   2. You acknowledge that some of the Sessions may be physically demanding and you understand that it is your responsibility to consult with your doctor prior to participating in the Sessions to ensure that you are fit and well enough to take part and that your participation in the Sessions will not pose any unusual or serious risks to your health and well-being. By accessing our Services and taking part in any of the Sessions you warrant and represent that you are fit and healthy to take part in the Sessions.
   3. You hereby waive, release, covenant not to claim, and discharge us from any and all claims arising out of your participation in any of the Sessions. If you are between the ages of 16 and 18, you agree that your legal guardian has reviewed and agreed to the Medical Disclaimer.
7. **LIMITATION OF LIABILITY**
   1. Nothing in these Terms limits or excludes our liability for: (i) death or personal injury by our negligence; (ii) fraudulent misrepresentation; or (iii) any other liability that cannot be excluded by law.
   2. To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our Services or any content on it, whether express or implied.
   3. We will not be liable to you for any lack of performance, or the unavailability or failure of any of our Services, or for any failure by us to comply with these Terms, where such lack, unavailability or failure arises from any cause reasonably beyond our control.
   4. Any liability we do have for losses you suffer (other than those mentioned in Sections 7.1 and 7.5) is strictly limited to the purchase price of the relevant subscription and the losses that were foreseeable, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is only foreseeable where they could be contemplated by you and us at the time of you agreeing to these Terms.
   5. Consumers are entitled to various statutory warranties (including, for example, that any service is carried out with reasonable care and skill, and any digital content provided is of satisfactory quality). Nothing in these Terms shall have the effect of excluding or limiting those statutory warranties which may not be excluded or limited under applicable law.
   6. We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Services or to your downloading of any content from it, or on any website linked to it.
   7. We will not be liable for any damage that may be caused to any device on which you access or use our Services that is caused in any way by our Services, unless that damage is directly caused by our failure to exercise reasonable skill and care in the provision of the Services.
   8. We assume no responsibility for the content of websites linked on our Site or on our Services. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.
   9. You are responsible for the internet connection and/or mobile charges that you may incur for accessing and/or using our Services. If you are unsure what these charges will be, you should ask your mobile operator or internet service provider before you access and/or use our Services.
   10. There may be times when our Services or any part of it is not available for maintenance or technical related reasons, whether on a scheduled or unscheduled basis.
   11. We may change and update our Services in whole or in part without notice to you (provided always that any such changes do not result in material degradation in the functionality of any part of the Tecfit Product. We are not liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by events outside our reasonable control. If such circumstances result in material degradation in the functionality of the Tecfit Product then any obligation you may have to make any payment to download, use or access them will be suspended for the duration of such period. We are entitled to modify or discontinue the Tecfit Products or any part of them which are paid-for with real money in our sole discretion upon reasonable notice to you.
8. **INDEMNIFICATION**
   1. To the fullest extent permitted by law, you agree to indemnify and hold Tecfit harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) arising out of:
      1. your breach of these Terms;
      2. any allegation that any materials that you submit to or post on our Services infringe or otherwise violate the rights of a third party; and
      3. your access or use of our Services.
9. **TECFIT SUBSCRIPTION**
   1. In order to access the Tecfit Product and access all classes with the Tecfit trainers you will need to purchase a subscription or activate a free trial. The charge for the subscriptions you can purchase shall be as stated at the time you place the order, except in the case of obvious error.
   2. From time to time, Tecfit may offer a free trial subscription for access to the Tecfit Product (“**Free Trial Period**“). The duration of the Free Trial Period will be clearly communicated at the point of activation.
   3. You will not be charged during the Free Trial Period. If, during the free trial sign up process, you choose a subscription and provide billing details to us, we will begin to charge you for the Tecfit Product when the Free Trial Period expires, unless you cancel your subscription beforehand in accordance with section 11.2(b). Each Tecfit account is entitled to no more than one Free Trial Period.
   4. You can purchase a subscription
      1. on our Site via Stripe with Visa, MasterCard and American Express. Please note payments via Stripe are subject to Stripe’s terms and conditions which are available on request to Stripe.
      2. via Apple In-App Purchase. Please note payments via Apple In-App Purchase are subject to Apple’s terms and conditions which are available on request to Apple.
   5. Your subscription will automatically renew at the end of your subscription period until you decide to cancel. You must cancel at least 72 hours before the end of your subscription period, otherwise it will be automatically renewed for another period.
   6. If you have a discount code, you must enter this and purchase your subscription on the Site only. Your subscription will automatically renew at the full price for the relevant subscription at the end of your subscription period unless stated otherwise at the time of receiving your code.
   7. You agree that all sales by us to you of subscriptions are final and that we will not refund any transaction once it has been made.
   8. If you live in the European Union or United Kingdom, we will provide you with a VAT invoice where we are required to do so by law or where requested by you. You agree that these invoices may be electronic in format.
   9. We may change the pricing for the subscriptions offered through the Services at any time. You are only allowed to obtain subscriptions from us or our authorised partners through the Services, and not in any other way.
   10. Without limiting section 4.7, if we suspend or terminate your account in accordance with these Terms you may lose the remainder of any subscription that you may have and we will not compensate you for this loss or make any refund to you.
   11. Depending on which bank you use, additional charges may be issued by your bank; we have no control over this and accept no liability in relation to the same. If you are unsure whether you will be subject to such additional charges then you should check with your bank before making a purchase.
10. **REFER A FRIEND**
    1. Tecfit operates a referral model whereby both you and the individual(s) you refer to the Service (the “**Friend(s)**“) can earn Referral Credits and Referral Discounts to put towards subscription payments for the Tecfit Product (the “**Referral Model**“). The Referral Model is only available if you purchased a Tecfit Product subscription via the Site (it is not available if you purchased your subscription via Apple In-App Purchase).
    2. If you purchased your subscription via the Site, we will provide you with a referral link that can be distributed to your Friends (the “**Referral Link**“). When your Friends sign up for the Tecfit Product using the Referral Link, they will receive a discount initially worth 25% (the “**Referral Discount**“) off the price of the selected subscription tier. The Referral Discount is non-refundable and can only be used towards the purchase of a Tecfit subscription made via the Site; it cannot be used to purchase any Tecfit merchandise.
    3. A Friend will be successfully referred to the Tecfit Product (a “**Successful Referral**“) when that Friend has maintained a paid subscription for the Tecfit Product for a complete one (1) month period and has not cancelled their subscription.
    4. You will receive a credit initially worth £20.00 to be put towards the payment of your next subscription fee for each Successful Referral (a “**Referral Credit**“). Referral Credits may only be applied to future subscription payments for subscriptions purchased via the Site and cannot be put towards the purchase of Tecfit merchandise. Referral Credits are non-refundable and if you cancel your subscription, you will not be entitled to receive a cash payment or any other form of compensation. If you cancel your subscription, any unused Referral Credits will be lost (even if you subsequently re-subscribe using the same email address).
    5. For Successful Referrals, the Referral Credit will be applied to your account approximately thirty (30) days after that Friends’s first subscription payment.
    6. The Referral Model is only available for personal and non-commercial use. You may promote your referral code on your personal social media accounts, but you may not publish or distribute it on commercial sites such as Reddit or Wikipedia, or on blogs with the primary purpose of soliciting Referral Credits or discount codes. You may not pay to advertise your referral link.
    7. The Referral Model is only applicable to Friends who have never used the Tecfit Product before.
    8. Referral Credits and Referral Discounts may expire if no activity is conducted by you in relation to your account for 180 or more days. Tecfit may change the value of the Referral Credits or Referral Discounts at any time.
    9. A referred Friend may only use one referral link. If a referred Friend receives referral links from multiple Tecfit users, only the corresponding Tecfit user of the referral link used by the referred Friend will receive the Referral Credit.
    10. You may not:
        1. create more than one account in order to invite yourself;
        2. invite others that have created duplicate accounts;
        3. use alternative contact information to refer yourself or others that have created duplicate accounts;
        4. invite Friends that you do not know personally, if you do so in a way that (in Tecfit’s sole and absolute opinion) constitutes spam or other undesirable or unsolicited communications;
        5. invite an existing or previous customer of Tecfit;
        6. use the Referral Model excessively or in any way that we consider to be unreasonable (at Tecfit’s sole and absolute discretion); or
        7. otherwise attempt to circumvent these Terms or the Referral Model.
    11. The Referral Model may not be combined with other Tecfit referral programs or incentives.
    12. Tecfit may suspend or terminate the Referral Model or a user’s ability to participate in the Referral Model at any time for any reason.
    13. Tecfit reserves the right to suspend accounts and revoke Referral Credits and Referral Discounts that breach these Terms. Tecfit reserves the right to review and investigate all referral activities and to suspend accounts or modify referrals in our sole discretion as deemed fair and appropriate.
    14. The scope, variety, and type of services and products that you may obtain by redeeming Referral Credits or Referral Discounts can change at any time.
11. **YOUR RIGHT TO CANCEL TECFIT SUBSCRIPTION**
    1. 14 day cancellation right
       1. Once you have purchased a subscription, you have the right to cancel and be reimbursed for all payments received within 14 days of receipt of your request. Please note that if you choose to download any of the content which forms part of the Tecfit Product at any time from when you have purchased a subscription to the expiry of the 14 day period, or if you have used the Tecfit device, you may lose this right.
       2. **How to cancel**  
          If you purchased your subscription via Apple In-App Purchase, and you wish to cancel please contact Apple directly via http://reportaproblem.apple.com/. Apple will refund your subscription fee in full in accordance with their policies. Alternatively, you can get in touch with us via support@tecfitgroup.com and we will give you instructions on how to contact Apple.If you purchased your subscription via the Site, please get in touch with us via support@tecfitgroup.com
       3. **Effects of cancellation**  
          If you cancel your subscription in the first 14 days, your subscription will expire immediately.
       4. Apple will refund your subscription fee in full in accordance with their policies.
       5. After the first 14 days of your subscription have expired, your subscription is non-refundable.
    2. Other cancellation
       1. If you cancel your subscription outside of the circumstances set out in section 11.1, your subscription will expire at the end of your subscription period and no refund will be provided.
       2. **How to cancel**  
          If you purchased your subscription via Apple In-App Purchase, and you wish to cancel please contact Apple directly via http://reportaproblem.apple.com/. Apple will refund your subscription fee in full in accordance with their policies. Alternatively, you can get in touch with us via support@tecfitgroup.com and we will give you instructions on how to contact Apple.  
          If you purchased your subscription via the Site, please get in touch with us via support@tecfitgroup.com
       3. **Effects of cancellation**  
          Your subscription will expire at the end of your subscription period.
12. **TECFIT MERCHANDISE**
    1. The following terms apply to any Tecfit merchandise available to purchase via the Services. Your order constitutes an offer to us to buy the products specified in your order. Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us. If we are unable to accept your order, we will inform you of this in writing and will not charge you for the product.
    2. We do not accept orders from addresses outside the Angola and the European Union.
    3. We will present in a clear and comprehensible manner the main characteristics of the products available via the Services and provide you with the relevant statutory information that you are entitled to receive.
    4. You agree that you will carefully read such statutory information before placing an order.
    5. The images of the products on our Services are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device’s display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.
    6. The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. Any relevant postage and packaging costs will be clearly communicated to you prior to placing your order.
    7. We accept payment on our Site via Stripe with Visa, MasterCard and American Express. Please note payments via Stripe are subject to Stripe’s terms and conditions which are available on request to Stripe. You must pay for the products at the time you place your order. We will not charge your credit or debit card until we dispatch the products to you.
    8. Any products sold at discount prices, as remnants or as substandard, will be identified and stated to be sold as such. Such products may not necessarily be in perfect condition so please check that they are of satisfactory quality for their intended particular use.
    9. A product will be your responsibility from the time we deliver the product to the address you gave us. You own a product once we have received payment in full.
    10. We may have to suspend the supply of a product to: deal with technical problems or make minor technical changes; or update the product to reflect changes in relevant laws and regulatory requirements
    11. Cancellation:
        1. You have the right to cancel your order for any reason within 14 days of receipt of your products. To cancel your order, contact us at support@tecfitgroup.com You shall, without undue delay and, in any event, no later than 14 days after your cancellation notice, return the products to us. The products must be returned in accordance with our instructions and include all parts and accessories that were included within the original packaging. Products need to returned unused in their original unopened packaging. Any articles of clothing must be unworn, with the original tags. Tecside will cover the cost of postage and packaging for returns from the Angola and EU countries. To process a postal return please follow the following instructions:
           1. Ensure you have contacted Tecfit customer services to inform them that you are returning a product and obtain a returns number;
           2. Repackage the product(s) to be returned ensuring they are in their original packaging and appropriately protected;
           3. Please include a print out of your returns confirmation email or alternatively just your name and returns number;
           4. Address the package to be returned to “FREEPOST: Tecfit Returns”; and
           5. Return the package to us via post.
        2. Nothing in these Terms affect your statutory rights.
        3. We will refund you the price you paid for the products including delivery costs, by the method you used for payment.
        4. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us.
        5. We may end the contract for a product at any time by writing to you if: you do not make any payment to us when it is due; or you do not, within a reasonable time, allow us to deliver the products to you or collect them from us.
        6. If you have any questions or complaints about the product, please contact us via support@tecfitgroup.com
    12. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen. Our total liability to you will be limited to the price paid by you under the contract in respect of the order out of which the foreseeable loss or damage arose.
    13. Nothing in these Terms limits or excludes our liability for fraudulent representations made by us or for death or personal injury caused by our negligence or omissions, or for breach of your legal rights in relation to the products
    14. We will not be held responsible for any delay or failure to comply with our obligations under these Terms if the delay or failure arises from any cause which is beyond our reasonable control. This condition does not affect your right to have the products sent to you within a reasonable time.
    15. We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
13. **Tecfit SUBSCRIPTION – VIA THIRD PARTY PROVIDER**
    1. Where you obtain a Tecfit Subscription via a third party (for example your employer), you will have a separate contract with that third party for the service and they (and not Tecfit) will be responsible for certain elements of your subscription, including payment, cancellation etc. This means that Clauses 9 and 11 of the Terms shall not apply to you in such situations. Please refer to any specific terms and conditions in place between you and the third party for details on subscriptions and cancellations. Any questions or concerns about your subscription should be raised with the third party in the first instance.
    2. Clause 10 shall not apply where your subscription has been provided to you by a third party (such as your employer) and not directly by Tecfit.
14. **OTHER IMPORTANT TERMS**
    1. We collect personal information about you through your use of our Services. All information that we collect about you is subject to our Privacy Policy.
    2. When you access any of our Services using an Apple device, you agree that:
       1. these Terms are concluded between you and Tecfit only, and not with Apple, and Tecfit, not Apple, are solely responsible for the Services and the content thereof;
       2. the licence granted to you to use the Services as set out in section 2.2 is a non-transferable license to use the Services on any Apple-branded products that you own or control and as permitted by the Usage Rules set forth in the App Store Terms of Service, except that such Services may be accessed and used by other accounts associated with the purchaser via Family Sharing or volume purchasing;
       3. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Services;
       4. Tecfit is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the Services to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Services to you; and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Services, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Tecside sole responsibility;
       5. Apple is not responsible for addressing any claims relating to the Services or the your possession and/or use of the Services, including, but not limited to: (i) product liability claims; (ii) any claim that the Services fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation;
       6. in the event of any third party claim that the Services or your possession and use of the Services infringe that third party’s intellectual property rights, Tecfit, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim; and
       7. Apple, and Apple’s subsidiaries, are third party beneficiaries of these Terms, and that, upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms against you as a third party beneficiary thereof.
    3. These Terms do not affect your legal rights. For further information about your legal rights, contact your local authority.
    4. If any part of these Terms is deemed to be unenforceable the enforceability of any other part of these terms will not be affected.
    5. This contract is between you and us. No other person has any rights to enforce any of its terms (save for as set out in section 14.2(g) above).
    6. Provisions which by their terms or intent are to survive termination of these Terms and will do so.
    7. You may not assign, sub-licence or otherwise transfer your rights or obligations under these Terms to anyone else. You agree that we may assign or transfer any of our rights or obligations under these Terms.
    8. If we delay exercising or fail to exercise or enforce any right available to us under these Terms, such delay or failure does not constitute a waiver of that right or any other rights under these Terms.
    9. These Terms set out the entire agreement between you and us concerning our Services and they replace all earlier agreements and understandings between you and us.
    10. These Terms between you and us shall be governed by and interpreted in accordance with the laws of Angola. The courts of Angola shall have non-exclusive jurisdiction to resolve any claims, disputes or disagreements relating to these Terms.
15. **HOW TO CONTACT US AND FURTHER INFORMATION**
    1. If you have any feedback, questions or complaints or any requests for technical support, then please e-mail us at: support@tecfitgroup.com
    2. We do our best to respond to all queries as soon as possible but we cannot guarantee a response time.
    3. The Services are operated by Tecside Limited (registered in the Angola with company number: 2086-28072020-GO) located at: Avenida 21 de Janeiro, n° 59, Edificio Vany, Luanda.