



AFB TERMS AND CONDITIONS

Last updated Apr 17, 2020

Terms of Service

These Terms of Service ("TOS") are a legal agreement between you and Aerial Fitness Bodies LLC ("AFB,") regarding your use of services available at <https://www.aerialfitnessbodies.com> (the "Service"). BY USING ANY PORTION OF THE SERVICE, YOU BECOME A PARTY TO THIS AGREEMENT AND ARE AGREEING TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SERVICE.

Description of Service

The service is an online visual fitness workout website. Users may subscribe as well as purchase live workshops, fitness videos and PDF programs and instruction.

Account

To use the Service, you must register as a user by creating a user account. All users must provide accurate information and update information as it changes. We reserve the right to suspend or terminate your account and your use of the Service if we have reason to believe that the information submitted is not true and correct.

You are solely responsible for maintaining the security of the user login for your account. Do not provide your username or password to others. Each login account is for use by only one person. Please notify us immediately of any unauthorized use of your account by sending an email to info@aerialfitnessbodies.com

Eligibility

You must be 18 years of age or older to use the Service. You represent and warrant that you are 18 years of age or older and are competent to enter into this Agreement.

Fees

Content offered through the Service is available to you for a subscription fee ("Subscription") or a one-time fee. AFB uses Stripe, third-party payment processor (the "Payment Processor") for Subscription fees. The processing of payments or credits in connection with your Subscription will be subject to the terms, conditions and privacy policies of the Payment Processor and your credit card issuer in addition to these Terms. AFB is not responsible for any errors by the Payment Processor. In connection with your use of the Service, AFB will obtain certain transaction details, which AFB may use in accordance with its Privacy Policy. You are responsible for all fees charged by third parties to access and use the Service.

Modifications to the Service

AFB reserves the right to modify or discontinue, temporarily or permanently, all or a part of the Service without notice. AFB will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service.

Equipment and Delivery of Equipment

Equipment will be delivered, F.O.B. Destination (shipment, handling, insurance pre-paid and absorbed by Vendor, "AFB") no later than the delivery date indicated on the Purchase Order. Title and risk of loss or damage to items shall remain with Vendor until delivered to the Buyer has inspected the delivered components and determined that the shipment is complete and the components undamaged. The Equipment shall be packaged appropriately and all packages shall be clearly stamped with Buyer's Purchase Order Number. Buyer must be able to identify easily all items of the Equipment contained within each package. The Equipment shall be packaged appropriately and clearly stamped with Buyer's Purchase Order Number.

For private guest workshops such equipment is not provided by AFB.

No Support

AFB is not obligated to provide any support for the Service unless otherwise agreed by AFB in writing.

License

Subject to the terms and conditions herein, AFB grants you a personal, non-exclusive, non-assignable, non-transferable, revocable license to access and use the Service for noncommercial and personal use only. You must comply with all applicable laws when using the Service. Except as may be expressly permitted by applicable law or by a feature of the Service, you agree not to: (a) copy, store, modify, or distribute any of the content made available on the Service; (b) compile or collect any content available on the Service as part of a database or other work; (c) use any automated tool or manual process to monitor, copy, store, modify, or distribute any content from the Service; (d) incorporate any portion of the Service as part of another website or service; (e) reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of the Service; (f) circumvent or disable any digital rights management, usage rules, or other security features of the Service, or any content available on the Service; (g) use the Service in a manner that threatens the integrity, performance, or availability of the Service; or (h) remove, alter, or obscure any proprietary notices (including copyright notices) on any portion of the Service or any content available from the Service. Ownership; Tradename; Copyright

AFB, LLC and/or its affiliates own all right, title, and interest in and to the Service, including all intellectual property rights. No rights are granted, either express or implied, to you except for those rights expressly granted in these Terms, AFB is a tradename of Aerial Fitness Bodies, LLC. Any use of any of this tradename without the prior written authorization is strictly prohibited.

Content on the Service is owned by or has been licensed to AFB in accordance with a licensing agreement between AFB and the persons or entities who own the rights to that content ("Content"). All Content is protected by intellectual property laws.

Informational Purposes Only

The Content is provided for informational purposes only. The Content is not intended to be a substitute for professional fitness or medical advice, diagnosis, or treatment. Always seek the advice of your physician or other qualified health or fitness provider with any questions you may have regarding a fitness regimen or medical condition. Do not disregard professional advice because of something you have read on the Service. Under no circumstances will AFB or its directors, officers, employees, agents, representatives, partners, or affiliates be held liable for any loss or damage caused by your reliance on any information obtained through the Service.

Consent to Electronic Communications

By using the Service, you consent to receiving electronic communications from us. These communications may include notices about your account and information concerning or related to the Service. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

You are solely responsible for all fees charged by your telecommunications service provider or any other service provider related to your use of the Service, including without limitation any text messaging fees, data charges, and other fees.

Third-Party Content

The Service may contain advertisements, promotions or links to third parties. AFB is not responsible for your dealings with advertisers or such third parties.

Privacy Policy

Our collection and use of information about you is described in the AFB Privacy Policy, which is incorporated into these Terms and available at <https://www.aerialfitnessbodies.com>

Disclaimer of Warranties

YOU ASSUME RESPONSIBILITY FOR ALL RISK ASSOCIATED WITH YOUR USE OF THE SERVICE. AFB, ITS AFFILIATES, LICENSORS, SUPPLIERS, AND DISTRIBUTORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. AFB DOES NOT WARRANT UNINTERRUPTED USE OR OPERATION OF THE SERVICE OR THAT ANY DATA SENT BY OR TO YOU WILL BE ACCURATE, COMPLETE, TRANSMITTED IN UNCORRUPTED FORM, OR TRANSMITTED WITHIN A REASONABLE AMOUNT OF TIME. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DELAY OR LOSS OF ANY KIND THAT RESULTS FROM YOUR ACCESS OR USE OF THE SERVICE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM AFB, THROUGH OR FROM THE SERVICE, WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS. SOME STATES MAY PROHIBIT A DISCLAIMER OF WARRANTIES AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

Limitation of Liability

NEITHER AFB NOR ITS AFFILIATES, LICENSORS, SUPPLIERS, OR DISTRIBUTORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES EVEN IF ADVISED OF THE POSSIBILITY OF THESE DAMAGES, RESULTING FROM YOUR ACCESS OR USE OF THE SERVICE. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THESE TERMS, THE MAXIMUM TOTAL LIABILITY OF AFB, ITS AFFILIATES, LICENSORS, SUPPLIERS, AND DISTRIBUTORS TO YOU FOR ANY CLAIM RELATED TO THE SERVICE, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS THE GREATER OF THE AMOUNT YOU PAID FOR THE SERVICE OR \$10. EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS UNDER THESE TERMS BETWEEN THE PARTIES. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Indemnity

By entering into this Agreement, you agree to defend, indemnify and hold AFB, its affiliates, directors, officers, agents, employees, and its licensors, suppliers, and Distributors harmless from any costs, damages, expenses, and liability caused by your use of the Service, your violation of these Terms, or your violation of any rights of a third party through use of the Service.

Assignment

These Terms, and any rights or licenses granted under these Terms, may not be transferred or assigned by you, but may be assigned by AFB without restriction. Any assignment attempted in violation of these Terms is void.

Claims

YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICE MUST COMMENCE WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, THAT CAUSE OF ACTION IS PERMANENTLY BARRED.

Waiver and Severability of Terms

The failure of AFB to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by AFB. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect.

Termination

You may terminate your use of the Service at any time by closing your user account. Your sole remedy in the event of a dispute with AFB regarding the Service or these Terms is to close your account. AFB may suspend or terminate your access to the Service at any time and for any reason. If AFB suspects that you have violated any provision of these Terms, AFB may also seek any other available legal remedy. You remain solely liable for all obligations related to use of the Service, even after you have stopped using the Service. Neither AFB is not liable to you or any third party for any loss caused by any termination of the Service or termination of your access to the Service.

Changes to Terms

We reserve the right to modify these Terms from time to time. If we modify these Terms, we will indicate that we have done so on the AFB website at <https://app.termly.io/document/privacy-policy/fda20031-308c-47b4-a48f-389c1054700b> or otherwise provide you notice. It is your responsibility to review these Terms regularly. Use of the Service after the effective date of a modification constitutes your acceptance of any modified Terms.

Governing Law; Venue

These Terms will be governed by and construed in accordance with the laws of the State of New York. You agree that any judicial proceedings will be brought in Kings County, New York and you hereby consent to the exclusive jurisdiction and venue in the state and federal courts in Kings County, New York.

Entire Agreement

These Terms are the entire agreement between you and AFB regarding your use of the Service.

Contacting AFB

For questions, comments, complaints, or claims related to the Service, please contact AFB at:
Aerial Fitness Bodies LLC
65 High Street, Closter, NJ, 07624
info@aerialfitnessbodies.com