

## TERMS OF USE, LIABILITY WAIVER, PRIVACY & PAYMENT AGREEMENT

### PLEASE READ CAREFULLY BEFORE CONTINUING

By tapping “I Agree” and entering the Simple Starts Co App (“the App”), you confirm that you have read, understood, and agreed to the following legally binding terms.

If you do not agree, exit the App.

#### **1. General Information Only — No Professional Advice**

All workouts, videos, calorie data, fitness tracking features, and content provided within the App are intended for general informational and educational purposes only.

Simple Starts Co and its owners, staff, creators, or contributors are not licensed personal trainers, dietitians, nutritionists, or medical professionals.

Nothing in the App should be interpreted as:

- medical advice,
- nutritional advice,
- fitness instruction tailored to you,
- diagnosis, treatment, or prescription.

Always consult your doctor or a qualified health professional before beginning any exercise program or making changes to your diet.

#### **2. Exercise & Health Risk Assumption**

You understand that exercise involves inherent risks, including but not limited to:

- physical injury,
- falls, sprains, strains,
- illness or medical complications.

By using this App, you voluntarily assume all risks, known and unknown, associated with participating in workouts or physical activity.

Simple Starts Co is not liable for any injuries, losses, or damages resulting from use of the App.

#### **3. No Guarantee of Results**

Any testimonials, success stories, or before-and-after results displayed are individual examples only and not guaranteed outcomes.

Your results may vary based on effort, personal factors, and lifestyle choices.

#### **4. Calorie Tracking, Estimations & Nutrition Disclaimer**

The App may provide estimated calorie burn and calorie tracking. These figures are approximate only and may not be accurate for every user.

Simple Starts Co is not responsible for:

- under-eating or over-eating,
- dietary decisions,
- allergic reactions or food sensitivities.

You are solely responsible for determining what and how much you eat.

### **5. User Responsibility**

You confirm:

- you are physically able to participate in physical activity,
- you have no medical condition that precludes safe exercise,
- you will stop exercising immediately if you experience dizziness, faintness, pain, or discomfort.

### **6. Data Privacy, Personal Health Information & HIPAA (if applicable)**

What data may be collected:

- personal data (name, email, login credentials),
- self-reported fitness/health data (calories, workouts, goals, progress).

If collected, these may constitute Personal Health Information (PHI).

#### **Use of data:**

Data is used to personalise your experience and improve app functionality.

We do **not** sell or share your data with third parties for marketing.

#### **HIPAA (United States):**

While Simple Starts Co is not currently operating as a HIPAA-covered entity, if handling of PHI becomes subject to HIPAA at any time, Simple Starts Co will:

- protect data confidentiality,
- restrict access to authorised personnel,
- allow users to request deletion or export of their data.

#### **Data Rights:**

You may request deletion or export of your data anytime by emailing:

hello@simplestartSCO.com

### **7. Data Security**

We implement reasonable technical, physical, and administrative safeguards to protect data.

However, no electronic system can guarantee 100 percent security, and you use the App at your own risk.

### **8. Account Access, Password Sharing & Intellectual Property Protection**

Your account is for personal use only.

You agree not to:

- share login details,
- allow others to use your account,
- download, copy, screen record, or distribute any content or videos from the App,
- repost or resell any content.

All content in the App is exclusive intellectual property of Simple Starts Co and protected by copyright law.

Unauthorised use (including account sharing or content theft) may result in:

- immediate termination of your account without refund,
- legal action to recover damages.

Simple Starts Co may monitor IP or device access to detect shared logins.

### **9. Payment Terms & Chargeback Prevention Clause**

All purchases, subscriptions, in-app payments, and digital access fees are final and non-refundable.

Because access is granted digitally and instantly, you agree that:

- you will not request a chargeback or payment reversal through your bank, credit card provider, or payment processor,
- you will resolve any billing concerns directly with Simple Starts Co.

Unauthorised chargebacks (fraudulent disputes) may result in:

- permanent account termination,
- additional fees to recover chargeback costs,
- referral to debt collection.

If you have an issue with your account, email:

hello@simplestartSCO.com

### **10. Limitation of Liability**

To the fullest extent permitted by law, Simple Starts Co is not liable for:

- injuries,
- damages,
- data loss,
- financial loss,
- unauthorized use of your account.

Your sole remedy for dissatisfaction with the App is to stop using it.

### **11. Acceptance of Terms**

By tapping "I Agree", you confirm:

- ✓ You have read, understood, and accept these Terms
- ✓ You assume full responsibility for your participation
- ✓ You agree not to share your login or distribute any content
- ✓ You agree not to initiate chargebacks
- ✓ You consent to reasonable data collection and storage

If you do not agree, exit the App.