

TERMS AND CONDITIONS & PRIVACY POLICY

Welcome!

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Any information on this Site is provided for promotional or informational purposes only and is not to be relied upon as a professional opinion. By using this Site, you accept and agree that following and using any information or recommendation provided on this Site is at your own risk.

TERMS AND CONDITIONS

Please read the following carefully! Your access to and use of this Site is subject to legally binding terms and conditions, which you accept and agree to by accessing this Site.

The following terms and conditions ("**Terms and Conditions**") form a binding agreement (this "**Agreement**") between you and Hardcore Brands Pty Ltd t/as Explore the Movement Pilates, a Limited Liability Company operating out of the State of Queensland ("**Explore the Movement Pilates**"). Explore the Movement Pilates may modify, amend, supplement and replace these Terms and Conditions at any time without providing you with advance notice. Your continued use of this Site after any change means you have accepted the changed Terms and Conditions.

1. **Copyright.** All materials created by Explore the Movement Pilates on the Site are protected by Australian copyright laws as original works (including the *Copyright Act 1968*). The absence of a registered copyright symbol does not mean that such materials are not protected as belonging to Explore the Movement Pilates.
2. **Links to Third Party Websites.** This Site may contain links to third-party websites. All such linked sites, materials and pages are not under the control of Explore the Movement Pilates and Explore the Movement Pilates is not responsible for the content contained in any linked website nor for any losses or damages you may incur as a result of the use of any third party website. Explore the Movement Pilates accepts no liability for any errors or omissions contained in third-party websites. These links are provided to improve your use of this Site, enable you to connect with Explore the Movement Pilates on various platforms, help Explore the Movement Pilates offers the easiest services for you and conduct transactions.
3. **Use License.** If Explore the Movement Pilates has materials on the Site that you can download, permission is granted to download copies of the materials for personal, non-commercial viewing only. This is the grant of a license, not a transfer of title, and under this license, you may not:
 - 3.1. modify or copy the materials;
 - 3.2. use the materials for any commercial purpose or for any public display (commercial or non-commercial);
 - 3.3. transfer the materials to another person or "mirror" the materials on any other server.

This license shall automatically terminate if you violate any of these restrictions and may be terminated by Explore the Movement Pilates at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession, whether in electronic or printed format.

4. **Refunds.** Our refund policy for any of the services or products sold on the Site is as follows: Products may be refundable, and you can contact us to understand our various refund policies, which are all based around relevant Australian Consumer Protection laws.
5. **Disclaimer.** Our goal is to share information in an informative, open, and honest way. That being said, any information and services provided on or through the Site are for informational and educational purposes only. What we share is the opinion and perspective of Explore the Movement Pilates. The information and education are not intended or implied to supplement or replace professional advice. Before taking any action, please make sure you consult with a professional.
6. **No Guarantees.** We make **no guarantees** about any particular results or benefits that you'll get from our Site, our products or our services. We will do everything to give you the tools to succeed, but we make no guarantees. We cannot be any clearer about this: we make no promises regarding results and make no guarantees whatsoever.
7. **Site Terms of Use Modifications.** Explore the Movement Pilates may revise these Terms and Conditions for its Site at any time without notice. By continuing to use the Site after Explore the Movement Pilates modifies this Agreement, you are agreeing to be bound by the updated version of this Agreement.
8. **Limitation of Liability.** In no event shall Explore the Movement Pilates or its affiliates be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to view or use the materials or content on the Site, even if Explore the Movement Pilates has been notified orally or in writing of the possibility of such damage.
9. **Choice of Laws and Venue.** The parties agree to irrevocably submit all claims relating to Explore the Movement Pilates' Site to the exclusive jurisdiction of the courts of the State of Queensland without regard to its conflict of law provisions.
10. **Indemnity.** As a condition of your use of this Site, you indemnify Explore the Movement Pilates and its directors and affiliates from and against any and all liabilities, expenses (including legal fees) and damages arising out of claims resulting or arising from your use of this Site.
11. **Entire Agreement.** These Terms and Conditions and any other legal notices, policies and guidelines of Explore the Movement Pilates linked to these Terms and Conditions or contained on this Site constitute the entire agreement between you and Explore the Movement Pilates relating to your use of this Site and supersede any prior understandings or agreements (whether oral or written), claims, representations, and understandings of the parties regarding such subject matter. This Agreement may not be amended or modified except by Explore the Movement Pilates. If, for any reason, a court of competent jurisdiction finds any provision or portion of these Terms and Conditions to be unenforceable, that portion or provision shall be enforced to the maximum extent permissible so as to effectuate the intent of the parties as reflected by that provision, and the remainder of these Terms and Conditions shall continue in full force and effect. Failure by Explore the Movement Pilates to enforce or exercise any provision of these Terms and Conditions shall not constitute a waiver of that right. Paragraph headings are for reference only.

PRIVACY POLICY

Explore the Movement Pilates understands how important your privacy is. This privacy policy (the “**Privacy Policy**”) sets out the privacy policies and practices for Hardcore Brands Pty Ltd t/as Explore the Movement Pilates and its subsidiaries and affiliates (collectively, “**Explore the Movement Pilates**”) with respect to how Explore the Movement Pilates collects your personal information. It also describes how Explore the Movement Pilates maintains, uses, and discloses personal information. This Privacy Policy applies to information collected from you by Explore the Movement Pilates via the Site. This Privacy Policy also sets out how you can access certain information that Explore the Movement Pilates may collect about you.

In this Privacy Policy, personal information means information about an individual whose identity is apparent or can be reasonably ascertained from the information as further defined under applicable privacy laws (“**Personal Information**”).

Explore the Movement Pilates is committed to managing your Personal Information openly and transparently and to keeping your Personal Information safe and in accordance with the *Privacy Act 1988* (Cth), including:

- a) to comply with the Australian Privacy Principles (APPs);
- b) to ensure that we manage your Personal Information openly and transparently;
- c) only collect Personal Information from you that we need in order to fulfill your request and offer you the best possible service and experience;
- d) to tell you how we might use your Personal Information;
- e) to let you know if we need to disclose your Personal Information to anyone else (including anyone outside of Australia) and, if so, in what circumstances this might occur;
- f) to keep your Personal Information secure;
- g) to respond promptly and appropriately to any incident where your Personal Information may be compromised, including where your Personal Information is lost or subject to unauthorized access, modification, use, disclosure or other misuse;
- h) to promptly respond to any request by you not to receive direct marketing materials from us; and,
- i) to ensure that, where appropriate, you can access and correct your Personal Information.

Please note that the Site may contain links to other third-party websites that are not controlled or operated by Explore the Movement Pilates. All of these third parties are listed in section 4.4 of this Agreement. This Privacy Policy does not apply to such third-party websites, and Explore the Movement Pilates is not responsible for the content of such third-party websites or the privacy practices of such third parties. Explore the Movement Pilates encourages you to request and review the privacy policies of any third parties upon disclosing your Personal Information to such parties or when visiting such third-party websites.

1. **Consent of Collection of Information.** By submitting Personal Information to Explore the Movement Pilates and its Site or any of its service providers, you agree and consent to the collection of your Personal Information and consent to the use, disclosure and transfer of your Personal Information in accordance with the provisions of this Privacy Policy. You may always refuse or withdraw your consent by contacting Explore the Movement Pilates at luan@explorethemovementpilates.com.au. You understand that if you withdraw your consent, Explore the Movement Pilates may not be able to continue to offer its services and provide its information to you.
2. **Children Under 18.** The Site is not intended for children under eighteen (18) years of age. No one under the age of 18 may provide any Personal Information to or on the Site. Explore the Movement Pilates does not knowingly collect Personal Information from children under 18. If you are under 18, do not use or provide any information on the Site or through any of its features, register on the Site, make any purchases through the Site, use any of the interactive or public comment features of the Site, or provide any information about yourself to us, including your name, address, telephone number, email address, or any screen name or user name you may use. If Explore the Movement Pilates learns we have collected or received Personal Information from a child under 18 without verification of parental consent, we will delete that information. If you believe Explore the Movement Pilates might have any information from or about a child under 18, please contact us at luan@explorethemovementpilates.com.au.

3. **Revisions to this Privacy Policy.** Explore the Movement Pilates reserves the right, in Explore the Movement Pilates' sole discretion, to change, modify, add or remove portions of this Privacy Policy at any time and from time to time without prior notice to you. Explore the Movement Pilates will treat your continued use of the Site following such revision as your acceptance of the revised terms. All revisions will be posted to the Site and will apply to any Personal Information collected on or after the date posted. Explore the Movement Pilates will obtain the necessary consents required under applicable privacy laws if it seeks to collect, use or disclose your Personal Information for purposes other than those to which consent has been obtained, unless otherwise required or permitted by law.

4. **What Personal Information does Explore the Movement Pilates collect, and how is it processed?**
 - 4.1 **What do we collect?** Explore the Movement Pilates may directly collect your name, address, phone number and email address. There may be other information you provide but that will not be collected by Explore the Movement Pilates and instead will be collected by the third parties Explore the Movement Pilates works with as outlined in 4.4.

 - 4.2 **Email.** We may send you a newsletter or other promotional materials through email. We will only contact you through our newsletter for promotional or informational purposes. Subscribing to our newsletters is optional, and you will always be able to unsubscribe.

 - 4.3 **Phone Number.** We may collect your phone number, and we may contact you via phone to contact you or if we feel there is information that would be beneficial to share with you. In accordance with everything outlined in this Privacy Policy, if you do not want to be reached by phone, you can ask us not to contact you via phone.

 - 4.4 **Third Parties.** Explore the Movement Pilates may work with third-party applications in order to provide you with the best services on the Site. These organizations may collect Personal Information from you in order to provide you with the services, including your name and contact information. Specifically, the third parties Explore the Movement Pilates may work with on the Site are listed below. We've included links to their privacy policies to ensure you are comfortable using them.
 - 4.4.1 Facebook: <https://www.facebook.com/privacy/policy>,
 - 4.4.2 Instagram: <https://privacycenter.instagram.com/policy>,
 - 4.4.3 Zoom: <https://zoom.us/privacy>,
 - 4.4.4 Paypal: <https://www.paypal.com/va/webapps/mpp/ua/privacy-full>,
 - 4.4.5 Waiver Sign: <https://www.waiversign.com/privacy-policy>,
 - 4.4.6 Vimeo: <https://vimeo.com/features/video-privacy>,
 - 4.4.7 Squareup: <https://squareup.com/us/en/legal/general/privacy>,
 - 4.4.8 Punchpass: <https://punchpass.com/privacy-policy/>,
 - 4.4.9 Rocketspark: <https://www.rocketspark.com/au/terms-and-conditions/#appendix3>,
 - 4.4.10 Microsoft Teams: <https://privacy.microsoft.com/en-gb/privacystatement>,
 - 4.4.11 Stripe: <https://stripe.com/au/privacy>

5. **How will Explore the Movement Pilates use your Personal Information?** Your Personal Information will be used to provide you with promotional and informative materials and offers and deliver the products and services you can purchase or subscribe to from the Site. Specifically:
 - 5.1. Your credit card information will not be kept by Explore the Movement Pilates but instead by one of the third parties listed in section 4.4 above;

 - 5.2. Your name and e-mail address are collected but will not actually be stored on the Site. Any information captured will be processed through third-party websites in section 4.4 above;

 - 5.3. Your phone number may be used to contact you via phone if there is information we would like to share that we feel would benefit you;

- 5.4. If you subscribe to our newsletter, your Personal Information will be used to send the newsletter to you;
 - 5.5. If we send you the Newsletter for marketing purposes, we will send you emails about promotions, special events and other information. You can opt not to receive these emails from us by either clicking “unsubscribe” at the bottom of the email when you receive it or by sending an email that includes your email address and a request that you not receive our promotional emails;
 - 5.6. We may use your Personal Information to respond when you submit a question or suggestion to us or when you request assistance regarding a service or product you purchased.
 - 5.7. We may share your information if we believe in good faith that disclosure of your information is required to protect your safety or the safety of others, to investigate a fraud, or to respond to a government, judicial or other legal request or to comply with the law;
 - 5.8. We may also share certain aggregated, anonymized information with a third-party provider in order to assist us in improving the Site.
6. **Storing Your Personal Information.** Explore the Movement Pilates’ web service may store your Personal Information when you interact with the Site. **Explore the Movement Pilates will be happy to delete any of your Personal Information that it holds upon a written request made by you.** Your Personal Information will be safely disposed of by Explore the Movement Pilates.
 7. **Storing Your Phone Number.** Your phone number will be kept in the phone or contacts database of Explore the Movement Pilates and associates. Wherever it is stored, it will always be protected with a password and will never be shared with third parties without your permission.
 8. **We Play by The Rules.** The Site and Explore the Movement Pilates abide by all relevant Australian federal and State privacy laws, including The Privacy Act (1988), in all aspects of our operations. This Privacy Policy is also compliant with GDPR and CCPA regulations. If you have any questions about our legal compliance, feel free to reach out to luan@explorethemovementpilates.com.au.
 9. **Affiliate Relationships.** Please assume that, for every recommendation or link we provide, the following holds true: we have become aware of a product or service that we think may be of interest to people who visit our website. After we do our own research and decide this item is of value to ourselves, our community, or our clients, we choose to promote that item and are compensated when our readers click on the link or purchase the product or service. (That compensation comes from our affiliate, not you). Regardless of compensation, we only mention products and services that we believe in and feel would be a benefit to you.
 10. **Do Not Track Signals.** Explore the Movement Pilates currently does not recognize or respond to browser-initiated Do Not Track (DNT) signals, as the Internet industry is currently still working on Do Not Track standards, and there is no accepted standard on how to respond to such signals.
 11. **Analytics.** The Site keeps the following information from your visits to our webpage:
 - 11.1. Visitor information to improve our customer engagement which tells us where and when people visit the Site, how long they stay there; and
 - 11.2. IP information for website and server security.
 12. **Cookies.** The Site uses ‘cookies’ to keep a record of the number of times you’ve visited the Site and how you interacted with the Site during each visit. In addition to this, the Site also uses cookies which are not absolutely essential for your use of the Site. Your continued use of the Site serves as consent for these cookies.

- 12.1.** A cookie is a small text file that gets sent by the servers of the Site to your hard drive and can only be read and interpreted by the Site's servers. No Personal Information is stored in the cookie, and there is nothing on it that can identify you personally.
- 12.2.** Cookies have an important function in how you interact while visiting the Site, ensuring the usability of the Site's different features, helping the Site understand your preferences, and thus can improve your experience on the Site. If you do not want cookies from the Site, simply adjust the settings in your web browser to disable cookies. This may change the way you access the Site and may also render some of the Site's features unusable, but of course, it is your choice to do so.
- 13. Disclosure of Personal Information.** Explore the Movement Pilates will NEVER sell or license any Personal Information we collect from you. Explore the Movement Pilates is not liable for any disclosure of your Personal Information by any third party, particularly the ones outlined in section 4.4 above. By purchasing the services and products offered by Explore the Movement Pilates, you agree to be bound to and consent to the provisions of our third parties' privacy policies. In the event that Explore the Movement Pilates changes its practices, you will be notified, and you will be able to opt out of Explore the Movement Pilates using your Personal Information by contacting us at luan@explorethemovementpilates.com.au.
- 14. Choice of Laws and Venue.** This Privacy Policy and the use of the Site are governed by the laws of Australia and the State of Queensland. The parties agree to irrevocably submit all claims to the exclusive jurisdiction of the courts of the State of Queensland. If a dispute arises, we agree to first resolve it through binding arbitration to take place in the State of Queensland.
- 15. Your Consent.** By choosing to provide Explore the Movement Pilates with your Personal Information, you are consenting to its collection, use and disclosure in accordance with the principles outlined in this Privacy Policy. **If you are under the age of 18, you must not provide any Personal Information to us without the consent of your parent or guardian or as otherwise provided for by applicable law.**
- 16. Protecting Your Privacy.** Explore the Movement Pilates is committed to protecting your privacy. Security measures, such as using passwords on servers and computers and locked cabinets where Personal Information is stored, have been adopted to protect your Personal Information against loss or theft, unauthorized access, disclosure, copying, use or modification. Online transactions are completed using third-party applications outlined in section 4.4 above. Please refer to the third parties' privacy policies, of which links have been provided above, for clarification on how your transaction and Personal Information will be handled. Explore the Movement Pilates makes no promises, warranties or representations about the manner in which your Personal Information is handled by third parties and bears no liability whatsoever for their use of them.
- 17. Verifying your Identity.** Explore the Movement Pilates will ask you to verify your identity when you contact us or submit a request regarding your Personal Information. Explore the Movement Pilates will ask you to provide sufficient information that allows us to reasonably verify that you are the person who we collected Personal Information about.
- 18. The Internet Can Be Dodgy.** The internet is, by its nature, inherently open and subject to interception of information. We cannot guarantee that the information you provide to Explore the Movement Pilates over the internet or otherwise will not be intercepted by third parties while it is being communicated by means that are outside of Explore the Movement Pilates' control.
- 19. Verifying and Amending Your Personal Information.** Explore the Movement Pilates tries to ensure that all Personal Information about you that is in our possession is accurate, complete and up-to-date. Please contact us at luan@explorethemovementpilates.com.au to advise us of any changes to your Personal Information. You may request access to the Personal Information held by Explore the Movement Pilates at any time or seek to make corrections to it.
- 20. Resolving your concerns.** If you have any questions or concerns about Explore the Movement Pilates' Personal Information collection, use and disclosure practices, please let us know at luan@explorethemovementpilates.com.au, and we will do our best to help you.