



WeServiceGymEquipment.com

User Agreement

Introduction

This User Agreement, the WeServiceGymEquipment.com [Privacy Policy <https://weservicegymequipment.com/>] and all policies posted on our website set out the terms on which we offer you access to and use of our websites and services (collectively "Services"). The Privacy Policy and all other policies are incorporated into this User Agreement. You agree to comply with all of the above when accessing or using our Services.

You are entering into a contract with WeServiceGymEquipment.com, a trading brand under **WeBuyGymEquipment.com Limited** a company registered in England (with company number: 9837708) having its registered office at 7 School Lane, Hartford, Cheshire CW8 1NP ("WBGE.com").

About our Services

We provide a marketplace that allows users to offer, sell and buy service contracts for commercial gym equipment.

We do not have possession of anything listed or sold through us and generally we are not involved in the actual transaction between Gym Operators and Service Providers. Any involvement we may have is solely to facilitate the transaction (for example, in terms of communication, payment process, setting up of service contract and start date). However, in all cases unless otherwise stated the contract for the sale is directly between Gym Operator and Service Provider.

We may review users' listings or content, in particular to check compliance with the provisions set out under 'Using our Services' below. However, we have no control over and do not guarantee the existence, quality, safety or legality of items advertised; the truth or accuracy of users' content, listings or feedback; the ability of Sellers to sell items; the ability of Gym Operator to pay for services; or that a Service Provider will actually complete a transaction.

The Selling and Buying Process

If you are a Gym Operator (buyer):

- Follow the registration process on our website, confirm your acceptance of this User Agreement we will (at our discretion) approve you as a Gym Operator
- Upload the asset list you wish to be covered under a service contract
- Choose your preferences of
 - Brand of equipment you need to cover under the service contract
 - Location
 - Service contract level (choice of 3 annual contracts or one-off service)
- We will review your uploaded lot and it will be approved for Service Providers to bid
- Following the end of the auction, you will be presented with the most cost effective quotes
- You choose to accept or decline the offer
- If you decline the offer, the service contract opportunity will continue to be listed as available until you either:
 - accept an offer or
 - we remove the listing from our website in accordance with our rights under this User Agreement
- If you accept the offer, once we have received payment for our Services from the Service Provider, we will introduce you to the Service Provider for you to complete the transaction directly and arrange the start of the contract.

If you are a Service Provider (seller):

- You will need to follow the registration process, confirm your acceptance of this User Agreement and we will (at our discretion) approve you as a Buyer
- You will view products that are included in the service contract request
- You can bid for the service contract that's been requested by the Gym Operator. Details include:
 - List of equipment (make, model and quantity)
 - Age of product
 - Required start date of new service contract
 - Location (by region)
 - Service contract option (fully inclusive (annual contract), labour only (annual contract), labour only with 20% off parts (annual contract) and one-off service)



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- We will notify the Gym Operator of your offer if you provide a price that falls in the most competitive three we receive
- The Gym Operator may accept or decline the offer
- If the Gym Operator accepts the offer, we will then issue you with our invoice (see **Fees and Payment** below)
- Upon our receipt of your payment, we will introduce you to the Gym Operator for you to complete the transaction directly

Using our Services

In connection with using or accessing the Services you will not:

- post, list or upload inappropriate, false, inaccurate, misleading, defamatory, spam, unsolicited or bulk electronic communications or libellous content or items;
- breach any laws, third party rights or our systems or policies;
- advertise any counterfeit items or otherwise infringe the copyright, trademark or other rights of third parties;
- use our Services if you are not able to form legally binding contracts or are suspended from using our Services;
- interfere with any other user's listings;
- transfer your account and user ID to another party without our consent;
- use the contact information of or collect information about other users for any purpose other than in relation to a specific WeServiceGymEquipment transaction;
- distribute viruses or any other technologies that may harm WeServiceGymEquipment, or the interests or property of WeServiceGymEquipment users;
- use any robot, spider, scraper or other automated means to access our Services or interfere with their working for any purpose;
- export or re-export any products except in compliance with the export control laws of any relevant jurisdictions; or
- copy, modify, or distribute rights or content from our Services or WBGE.com's works of authorship, designs and trademarks or copy, reproduce, reverse engineer, modify, create derivative works from, distribute, perform or publicly display any content (except for your information) from our Services.

You agree that we will commence supplying our Services to you as soon as you accept this User Agreement. You can cancel this User Agreement under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. We may recoup the cost of any Services provided up to the point of cancellation.

We may cancel unconfirmed accounts or accounts that have been inactive for a long time or modify or discontinue our Services at any time.

Abusing WeServiceGymEquipment

Without limiting other remedies, we may limit, suspend, or terminate your user account(s) and access to our Services, restrict or prohibit access to, and your activities on, our Services, cancel offers, remove or demote listings, delay or remove hosted content and take technical and legal steps to keep you from using our Services if:

- we think that you are creating problems or possible legal liabilities, which may include infringing third party rights;
- we think that such restrictions will improve security;
- we think that you are acting inconsistently with the letter or spirit of this User Agreement;
- despite our reasonable endeavours, we are unable to verify or authenticate any information you provide to us; or
- you fail to make full payment of any fees due for our Services by your payment due date.

Fees

The fee we charge for using our Services are percentage based (plus VAT) of the value of the offer the Gym Operator accepts from the Service Provider. We may change our fees, or introduce new fees from time to time by posting the changes on the WeServiceGymEquipment website.

We will submit our invoice to the Service Provider upon confirmation of acceptance of the offer by the Gym Operator. Details of how to make payment will be included on our invoice. Once we have received payment in cleared funds, we will disclose the Gym Operators and Service Providers contact information.



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Listing Conditions

When listing a lot, you agree that:

- you are responsible for the accuracy, content and legality of the item listed;
- your listing will appear on our website once it has been approved by us;
- content that violates any of WeServiceGymEquipment policies may be deleted at WeServiceGymEquipment discretion;
- Meta-tags and URL links that are included in a listing will be removed or altered so as to not affect third party search engine results.

Purchase Conditions

When pricing a service contract package, you agree that:

- you are responsible for reading the full item listing before making an offer or commitment to a service contract;
- you enter into a legally binding contract with the Gym Operator to sell a service contract based on the original uploaded detail;

Content

When providing us with content (including causing content to be posted using our Services), you grant us a free and unrestricted right to use the content (including without limitation, creating and using derivative works and granting the same rights to our partners and customers) and you authorise us to exercise any and all copyright, trademark, publicity, database or other intellectual property rights you have in or to the content. Further, to the fullest extent permitted under applicable law, you waive your moral rights in the content and promise not to assert such rights or any other intellectual property rights you have in the content against us, our sublicensees or our assignees.

Liability

We try to keep WeServiceGymEquipment and its Services safe, secure, and functioning properly, but we cannot guarantee the continuous operation of or access to our Services. Offer updates and other notification functionality in WeServiceGymEquipment Services may not occur in real time. Such functionality is subject to delays beyond WeServiceGymEquipment control.

If we fail to comply with the terms of this User Agreement, 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.

We (including our affiliates, directors, agents and employees) shall not be liable to you in contract, tort (including negligence) or otherwise for any business losses, such as loss of data, profits, revenue, business, opportunity, goodwill, reputation or business interruption or for any losses which are not reasonably foreseeable by us.

You accept sole responsibility for the legality of your actions under laws applying to you and the legality of any items you list on any of our sites.

WeServiceGymEquipment cannot and does not confirm, and is not responsible for ensuring, the accuracy or truthfulness of users' purported identities or the validity of the information which they provide to us or post on our sites.

Regardless of the previous paragraphs, if we are found to be liable, our liability to you or to any third party is limited to the greater of (a) the amount of fees which you paid to us in the 12 months prior to the action giving rise to the liability, or (b) £100.

Nothing in this User Agreement shall limit or exclude our liability for fraudulent misrepresentation, for death or personal injury resulting from our negligence or the negligence of our agents or employees or for any other liability that cannot be limited or excluded by law.



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Compensation

You will compensate and indemnify us in full (and our officers, directors, agents, subsidiaries, joint ventures and employees) for any losses or costs, including reasonable legal fees, we incur arising out of any breach by you of this User Agreement, your improper use of WeServiceGymEquipment Services or your breach of any law or the rights of a third party.

Legal Disputes

If a dispute arises between you and WeServiceGymEquipment, we strongly encourage you to first contact us directly to seek a resolution by contacting us at info@weservicegyequipment.com. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation. Any claim, dispute or matter arising under or in connection with this User Agreement shall be governed and construed in all respects by the laws of England and Wales. You and WeServiceGymEquipment both agree to submit to the non-exclusive jurisdiction of the English Courts.

In simple terms, "non-exclusive jurisdiction of the English courts" means that if you were able to bring a claim arising from or in connection with this User Agreement against us in Court, an acceptable court would be a court located in England, but you may also elect to bring a claim in the court of another country instead. English law will apply in all cases.

General

If any provision of this User Agreement is held to be invalid, void or for any reason unenforceable, such provision shall be struck out and shall not affect the validity and enforceability of the remaining provisions.

We may assign our rights and obligations under this User Agreement in accordance with the below (but without your prior express consent), provided that we assign the User Agreement on the same terms or terms that are no less advantageous to you.

Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

If you have a dispute with one or more users, you release us (and our affiliates and subsidiaries, and our and their respective officers, directors, employees and agents) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

We may amend this User Agreement at any time by email, or by posting the amended terms on <https://weservicegyequipment.com/>. All amended terms shall automatically be effective 30 days after they are initially posted. Your continued use of our Services after the effective date of these amended terms constitutes your acceptance of them.

The policies posted on our sites may be changed from time to time. Changes take effect when we post them on the WeServiceGymEquipment website.

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this User Agreement. A person who is not a party to this User Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this User Agreement.

The User Agreement, the WeServiceGymEquipment Privacy Policy and all policies posted on our site are the entire agreement between you and WeServiceGymEquipment and supersede all prior understandings and agreements of the parties.

The following Sections survive any termination of this User Agreement: Fees, Content, Liability, Compensation, Legal disputes and the provisions contained in this General section. If you wish to send us a legal notice, this must be served by registered mail to WeServiceGymEquipment, 7 School Lane, Hartford, Cheshire CW8 1NP. We shall send notices to you by email to the email address you provide to WeServiceGymEquipment during the registration process. Notice to you shall be deemed given 24 hours after the email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you legal notice by registered mail to the address provided during the registration process. Notices sent to either party by registered mail shall be deemed to have been received by that party three days after the date of mailing.