

# Terms and Conditions Services Agreement

## 1 ON 1 COACHING TERMS & CONDITIONS

These Terms and Conditions (“**Agreement**”) form a legally binding contract between you (“**Client**”, “**You**”) and **Train With Mads** (ABN 33 851 611 088) (“**Train With Mads**”, “**We**”, “**Us**”, “**Our**”).

By clicking **YES**, creating an account, or continuing participation, you confirm that you have read, understood, and agree to be legally bound by these Terms and Conditions. By providing your full name and date, or by ticking ‘YES’, this will constitute a valid and enforceable electronic acceptance under Australian law.

Electronic consent through an online checkbox and name/date entry constitutes acceptance of a legally binding agreement under the *Electronic Transactions Act 1999* (Cth).

### 1. DEFINITIONS AND INTERPRETATION

1.1 Capitalised terms used in this Agreement are defined in the Dictionary at clause 20.

1.2 Headings are for convenience and do not affect interpretation.

1.3 References to the singular include the plural and vice versa.

1.4 Words importing a person include natural persons, corporations, partnerships, trusts, joint ventures, government entities, or other legal entities.

1.5 References to laws include amendments, replacements, or re-enactments and any associated regulations.

1.6 References to communication or notice include email, postal delivery, app notification, or other electronic delivery methods approved by Train With Mads.

### 2. APPLICATION AND ACCEPTANCE

2.1 These Terms apply to all services provided by Train With Mads inside the 1 on 1 coaching service including (but not limited to) fitness coaching, nutrition coaching, habit coaching, 1:1 coaching, mindset coaching, group coaching, program development, challenges, workshops, retreats, live events, digital content, ambassador and affiliate programs, access to the Train With Mads app, and access to all community platforms.

2.2 By clicking YES or continuing participation, you agree to comply with this Agreement in full.

2.3 Where the Client is under 18 years of age, a parent or legal guardian must complete and accept this Agreement on behalf of the participant. The parent/guardian will be bound by all obligations under this Agreement, including payment, cancellation, and indemnity.

2.4 We may amend these Terms at any time. The latest version will govern all future services. Significant changes will be communicated via email, app notification, or on the website.

2.5 Continued participation after updates constitutes acceptance of the amended Terms.

### 3. READINESS TO TRAIN AND HEALTH OBLIGATIONS

3.1 Participation in fitness, nutrition, or wellness programs carries inherent risks, including injury, illness, or aggravation of pre-existing conditions.

3.2 You must ensure that you are medically and physically fit to participate and are strongly encouraged to obtain clearance from a qualified healthcare provider before starting.

3.3 You warrant that you:

- (a) Are not aware of any medical, psychological, or physical condition that could adversely affect your participation; and
- (b) Will immediately inform Us of any change to your health that may affect your ability to safely participate.

3.4 Train With Mads programs and materials are educational and supportive; they do not constitute medical, diagnostic, or therapeutic advice.

3.5 Participation is voluntary, and you assume full responsibility for any risk of injury, illness, or other harm.

3.6 To the fullest extent permitted by law, you release Train With Mads, its officers, employees, contractors, and agents from all claims, liabilities, or damages arising from participation, except to the extent caused by Our proven negligence.

#### 4. **PREGNANCY POLICY**

4.1 If you become pregnant during your participation:

- (a) Notify your coach immediately;
- (b) Obtain medical clearance before continuing;
- (c) Communicate openly about your physical response; and
- (d) Seek additional medical advice if any complication arises.

4.2 If medical advice indicates it is unsafe to continue, and a valid medical certificate confirming pregnancy and the safety concern is provided, you may request early cancellation. Payments already processed are non-refundable, but future payments may be paused or cancelled.

4.3 Train With Mads is not liable for any injuries, complications, or adverse outcomes related to pregnancy. You acknowledge and agree that Train With Mads coaches are not qualified or certified in prenatal or postnatal exercise programming, and that any decision to continue participation while pregnant or post-partum is undertaken entirely at your own risk and responsibility.

#### 5. **SERVICES PROVIDED**

5.1 Train With Mads offers (including but not limited to) the following services:

- Individualised training programs (strength, cardio, functional fitness)
- Individualised nutrition guidance and macro tracking
- Personalised meal plans
- 1:1 coaching and check-ins via WhatsApp, email, or app

- Access to community chat, forums, and group support
- Participation in challenges, workshops, or online events

5.2 We provide guidance, instruction, and motivational support. Your results depend on your own adherence, commitment, and lifestyle choices. We do not guarantee specific results.

5.3 Services are delivered primarily online through the website, app, email, or other digital channels approved by Train With Mads.

## **6. NUTRITIONAL SERVICES**

6.1 Nutrition guidance is educational and provided by qualified Sports Nutritionists.

6.2 We are not registered dietitians or medical professionals. Advice is general and does not replace medical consultation.

6.3 You are responsible for confirming the suitability of all foods, supplements, or meals based on allergies, medications, or conditions.

6.4 You indemnify Train With Mads against claims or losses arising from adverse reactions to dietary guidance or undisclosed medical information.

6.5 Custom meal plans are licensed for personal use only and may not be shared, sold, or used for commercial purposes.

## **7. COACHING CONDUCT AND COMMUNICATION**

7.1 Coaching will be delivered in a professional, friendly, supportive, and respectful manner.

7.2 Clients must communicate respectfully and avoid abusive, defamatory, or harmful messages.

7.3 Misconduct, harassment, or violation of this Agreement may result in immediate suspension or termination without refund.

7.4 We reserve the right to monitor communication for compliance and may provide warnings or remove members from services at Our discretion.

## **8. COMMUNITY AND ONLINE BEHAVIOUR**

8.1 Clients engaging in forums, group chats, or events must treat all participants with respect.

8.2 Harassment, bullying, discrimination, or solicitation will result in immediate removal without refund.

8.3 Confidentiality of community communications must be maintained; no sharing of screenshots, messages, or content outside approved platforms is permitted.

8.4 Clients are encouraged to contribute positively, provide support to peers, and comply with any community guidelines posted by Train With Mads.

## **9. INTELLECTUAL PROPERTY**

9.1 All materials, content, and resources provided by Train With Mads (including videos, programs, PDFs, templates, branding, logos, and marketing collateral, guides, recipe

books, and meal plans (including but not limited to these materials) remain Our sole property.

9.2 Clients are granted a limited, non-transferable, non-exclusive licence to use materials solely for personal participation. All 1 on 1 coaching subscriptions are licensed to a single paying client only and must not be shared, transferred, or used by any other person.

9.3 Copying, reproduction, sharing, commercial use, or public distribution of content without Our express written consent is prohibited.

9.4 Legal remedies for infringement may include injunctive relief, damages, and recovery of legal costs.

## 10. **PRIVACY, DATA, AND DIGITAL SECURITY**

10.1 We handle personal information in accordance with the *Privacy Act 1988* (Cth) and Australian Privacy Principles.

10.2 Data collected may include:

- Contact, personal, and medical information
- Progress photos, body measurements, and weight data
- Billing and payment details
- Health, fitness, and nutrition data
- Communications with coaches and participation in community platforms

10.3 Data may be stored on third-party platforms (e.g., Stripe, WhatsApp, Google Cloud). We use reasonable measures to maintain security but are not liable for breaches outside Our direct control.

10.4 Clients are responsible for maintaining secure passwords, protecting login credentials, and immediately reporting any suspected breach.

10.5 You consent to electronic communication for service updates, marketing, and notifications. You may unsubscribe or revoke consent in writing, but this will not apply retrospectively to previously submitted information.

10.6 Confidential business or client information must not be disclosed except as required by law.

10.7 Train With Mads may use aggregated, anonymised data for reporting, improvement, and marketing purposes.

## 11. **SOCIAL MEDIA, MARKETING AND BRAND PROTECTION**

11.1 Clients must not post false, misleading, or defamatory content online or offline about Train With Mads.

11.2 Negative public statements may result in immediate suspension, termination, or legal action.

11.3 Clients may not represent themselves as employees or affiliates unless formally authorised. This clause also applies to ambassadors, affiliates, or representatives participating in Train With Mads promotional programs.

11.4 Content voluntarily shared by clients (e.g., testimonials, progress photos) may be used for marketing purposes. Consent may be revoked in writing but will not affect prior usage.

11.5 We reserve the right to remove or edit user-generated content that violates these Terms.

11.6 Train With Mads will always seek express consent before sharing client progress photos or videos. If consent is granted, the Client authorises Train With Mads to use, publish, and distribute such photos or videos across all marketing channels including Instagram, TikTok, website, email newsletters, and other media. Consent may be withdrawn at any time by written notice; however, this will not affect previously published materials.

11.7 Train With Mads may appoint ambassadors or affiliates under specific incentive programs. Ambassadors and affiliates:

- Must have applied for, or been offered, their position by Train With Mads;
- Receive \$50 AUD via PayPal for each new client who signs up using their approved discount code;
- Must tag @trainwmads in all relevant posts and stories;
- Must promote Train With Mads releases, follow and welcome new clients using their code, and publicly celebrate them on social media; and
- Must act as positive role models representing the brand's fitness, nutrition, and lifestyle standards.
- Affiliates additionally:
  - Receive access to leaderboard rewards, monthly challenges, photoshoot and live-event participation (subject to performance);
  - Are required to post at least once per week on their Instagram feed and three times per week on Instagram stories tagging @trainwmads; and
  - Must promote their discount code at least weekly.  
Train With Mads may revoke ambassador or affiliate status at any time for breach of these requirements.

Payments to ambassadors and affiliates are processed via PayPal in accordance with standard PayPal terms and conditions. Participants are responsible for their own tax reporting obligations.

## 12. SERVICE INTERRUPTIONS AND HOLIDAY BREAKS

12.1 Train With Mads observes public holidays in Australia. Coaching responses, check-ins, and live support may be temporarily paused on these days.

- -

12.2 We may also take occasional short service breaks, such as during the Christmas and New Year period, team training days, or other operational necessities. Advance notice will be provided via email, app notification, or website update.

12.3 Digital program access, community forums, and resources will remain available during such breaks, though progress tracking, check-ins and personalised responses may be cancelled OR delayed during this period of time.

12.4 Clients are responsible for maintaining continuity of training and program adherence during service interruptions.

12.5 Service interruptions or breaks do not entitle clients to refunds or automatic program extensions, except where required by law or as explicitly agreed in writing.

12.6 In exceptional circumstances, including technical failures, cyber incidents, or app outages, we will use reasonable efforts to restore services promptly but are not liable for downtime.

### 13. PAYMENT TERMS AND SUBSCRIPTIONS

13.1 All fees are as advertised on the website or communicated in writing:

Program	Weekly Fee	Total Payments	Duration
Fitness and Nutrition Coaching	\$89.99	12 or 52 payments depending on which minimum commitment term you select in your onboarding questionnaire!	12 weeks OR 52 weeks!
Fitness Coaching	\$79.99	12 or 52 payments depending on which minimum commitment term you select in your onboarding questionnaire!	12 weeks OR 52 weeks!
Nutrition Coaching	\$79.99	12 or 52 payments depending on which minimum commitment term you select in your onboarding questionnaire!	12 weeks OR 52 weeks!

- 13.2 The initial onboarding payment secures the Client's position for the nominated start date and covers onboarding administration costs. This payment is **not included** in the minimum commitment term.
- 13.3 Payments are processed via approved payment gateways, such as Stripe, PayPal, or nominated financial institutions.
- 13.4 By enrolling, you authorise recurring weekly debits until cancelled. Failure to maintain sufficient funds will incur dishonour fees of \$10 per failed transaction.
- 13.5 All 1 on 1 coaching subscriptions are ongoing. After completing the minimum commitment term, Clients must notify Train With Mads via email or WhatsApp to cancel. Otherwise, billing continues at the standard weekly rate.
- 13.6 Clients may upgrade to a higher-tier package (e.g., from fitness coaching/nutrition coaching to fitness and nutrition coaching, from 12 weeks to 52 weeks) at any time, restarting a new minimum commitment term from the date they upgrade. Downgrades to shorter terms/lower priced packages are not permitted once enrolled.
- 13.7 Any unpaid balances may be referred to a debt collection agency, and you will be liable for reasonable collection and legal fees incurred.
- 13.8 Train With Mads reserves the right to update 1 on 1 coaching service costs or offer special promotions. Changes will not affect subscriptions already in progress unless otherwise communicated.
- 13.9 After the minimum commitment term, 1:1 coaching service prices may be adjusted to reflect updated service fees. Train With Mads will provide written notice via email before any price changes take effect.
- 13.10 All payments are non-transferable and non-refundable except as required under the Australian Consumer Law or expressly agreed in writing.

#### 14. **DISCOUNT CODES**

- 14.1. By joining with an approved discount code, you acknowledge receipt of the discount offered under that code. These benefits are incorporated within your minimum commitment term and do not pause or extend it. Upon completion of the term, your 1 on 1 coaching service automatically reverts to the standard pricing for your package unless otherwise notified.

#### 15. **CANCELLATION, TERMINATION AND BREACH**

##### 15.1 Cooling-Off

- 15.1.1 No statutory cooling-off period applies to online fitness, coaching, or subscription purchases.
- 15.1.2 Refunds for change of mind, dissatisfaction, or failure to achieve results are not provided, except as required under the Australian Consumer Law (ACL).

##### 15.2 Cancellation Requests

15.2.1 After completing the minimum term, clients may cancel by providing at least 14 days' written notice to [accounts@trainwithmads.com.au](mailto:accounts@trainwithmads.com.au) or by written message via WhatsApp.

15.2.2 If cancellation is requested during the minimum term, remaining payments remain payable unless otherwise agreed in writing or required by law.

15.2.3 Cancellation requests must be confirmed via email or WhatsApp. Telephone or social media messages alone do not constitute valid cancellation.

15.2.4 Cancellation will not be provided for change of mind, dissatisfaction, failure to achieve results, changes in financial circumstances, scheduling conflicts, or voluntary discontinuation.

### 15.3 Breach or Misconduct

15.3.1 Train With Mads may suspend or terminate a client's 1 on 1 coaching service immediately if:

- You engage in misconduct or breach this Agreement;
- Payments are not met;
- Behaviour damages Our business, staff, or other clients; or
- Any false or misleading information is provided during enrolment or participation.
- If referred to debt collection, the Client's access to all services (including the app, community, and coaching) will cease immediately upon referral.

15.3.2 Termination for breach does not relieve the client of payment obligations accrued prior to termination.

### 15.4 Consequences of Termination

15.4.1 Upon termination, access to the app, community group chat, coaching, digital resources, and all other service components will cease immediately.

15.4.2 All outstanding fees remain due and payable.

15.4.3 Terminated clients must delete all materials and content obtained during 1 on 1 coaching.

### 15.5 Medical Exceptions

15.5.1 Clients may request early cancellation where a valid medical, health, or clinical mental-health condition is certified by a qualified practitioner in a medical certificate and approved by Train With Mads. This includes diagnosed eating disorders.

15.5.2 In cases of injury, services may be paused during recovery with medical evidence provided; the commitment term will resume upon clearance to train.

## **16. IN-PERSON EVENTS, PHOTOSHOOTS AND LIVE ACTIVITIES**

16.1 Train With Mads may hold in-person events (including but not limited to) walks, workouts, seminars, retreats, and photoshoots.

16.2 Participation is voluntary and undertaken entirely at the Client's own risk. Train With Mads accepts no liability for any injury, illness, loss, or damage arising from participation.

16.3 Clients acknowledge that photos and videos may be taken at such events and grant Train With Mads the right to use this material across all marketing channels including social media, website, and advertising.

16.4 Clients participating in photoshoots acknowledge that images will be used in ongoing promotional materials.

## 17. CHALLENGES

17.1. Clients receive free access to all Train With Mads challenges excluding photoshoot challenges, collaboration challenges, live events, and retreats. Discounted rates may apply for premium or special-access challenges, to be communicated prior to release.

## 18. REFUNDS AND CONSUMER RIGHTS

18.1. Refunds are only provided where required under the ACL or other applicable law.

18.2. Nothing in this Agreement limits or excludes your statutory consumer rights.

18.3. Major failures of service (e.g., inability to access purchased programs, persistent technical issues) may entitle the client to remedies under ACL, such as replacement, re-supply, or refund.

18.4. Train With Mads does not guarantee specific outcomes. Any perceived lack of progress does not constitute grounds for a refund.

18.5. Refunds, where applicable, will be processed to the original payment method unless otherwise agreed.

## 19. FORCE MAJEURE

19.1 Train With Mads is not liable for failure or delay in performing obligations caused by events beyond Our reasonable control, including:

- Natural disasters, fire, flood, storms, or extreme weather
- Government restrictions, regulations, or legal requirements
- Internet, network, or server outages
- Pandemics or public health emergencies
- Illness, injury, or unavailability of staff or contractors

19.2 Force majeure events do not entitle clients to refund, compensation, or program extensions, except where required by law.

19.3 We will use reasonable efforts to resume services as soon as practicable following any force majeure event.

## 20. LIABILITY AND INDEMNITY

20.1 To the maximum extent permitted by law, Train With Mads excludes liability for:

- Indirect, incidental, or consequential loss
- Loss of profits, business, or data
- Injury, illness, or property damage except where caused by Our proven negligence

20.2 Clients indemnify Train With Mads, its officers, employees, and contractors against all claims, liabilities, damages, or expenses arising from:

- Breach of this Agreement
- Misuse of materials
- Failure to follow guidance
- Any negligent or unlawful act

20.3 Nothing in this clause limits non-excludable statutory guarantees under the ACL.

20.4 Clients agree that their use of programs and materials is at their sole risk, and they will take all reasonable precautions to ensure safety during participation.

## 21. DISPUTE RESOLUTION

21.1 In the event of a dispute, parties must first attempt to resolve the matter in good faith within 14 days of written notice.

21.2 If unresolved, the matter will proceed to mediation via the Resolution Institute of Australia or Consumer Affairs Victoria, in person in Melbourne or via video conference.

21.3 If mediation fails, either party may commence proceedings in the Victorian Civil and Administrative Tribunal (**VCAT**) or another court of competent jurisdiction.

21.4 Each party bears its own costs in mediation unless otherwise agreed.

21.5 This Agreement is governed by the laws of Victoria, Australia.

## 22. SURVIVAL CLAUSE

22.1. The clauses relating to intellectual property, privacy, brand protection, payment obligations, liability, and dispute resolution survive the termination or expiry of this Agreement.

## 23. GENERAL PROVISIONS

23.1 Nothing in this Agreement creates a partnership, joint venture, or employment relationship.

23.2 Variations must be in writing and agreed by both parties.

23.3 Any invalid clause is severed without affecting the remainder.

23.4 This Agreement constitutes the full understanding between the parties.

23.5 You may not assign or transfer this Agreement without Our prior written consent.

23.6 All notices must be in writing and sent to email or postal addresses provided.

23.7 By clicking YES or continuing participation, you acknowledge that you have read, understood, and agreed to these Terms and Conditions.

## 24. DICTIONARY

**ACL** means Australian Consumer Law contained in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

**Agreement** means these Terms and Conditions as updated from time to time.

**App** means the Train With Mads digital platform or mobile application through which services are delivered.

**Business Days** means Monday to Friday in Victoria, excluding public holidays.

**Client** means the individual participating in Train With Mads services.

**Coaching Services** means services including (but not limited to) training, nutrition guidance, mindset support, and associated programs.

**Confidential Information** means information not publicly available concerning Train With Mads, its clients, or operations.

**Fees** means charges payable for services, as advertised or agreed.

**Force Majeure Event** means events outside a party's control, including natural disaster, internet failure, pandemic, or government action.

**Intellectual Property** means copyright, trademarks, trade secrets, know-how, and proprietary information of Train With Mads.

**Minimum Commitment Term** means the minimum contractual period during which the Client agrees to maintain their active 1 on 1 coaching service and make all required weekly payments, as selected at the time of sign-up. The Minimum Commitment Term begins on the Client's nominated start date (following payment of the onboarding fee) and continues for the full duration of the chosen package, being either:

- Twelve (12) weeks; or
- Fifty-two (52) weeks.

The Minimum Commitment Term does not include the initial onboarding payment and cannot be paused, suspended, or cancelled except as expressly permitted under these Terms.

**Personal Information** means information defined under the *Privacy Act 1988* (Cth).

**Program** means any structured fitness, nutrition, or coaching plan delivered by Train With Mads.

**Services** means all products, coaching, programs, digital materials, workshops, and online events provided.

**Subscription** means ongoing payment arrangement granting access to Services.

**Train With Mads** means the business operated under ABN 33 851 611 088, including employees, contractors, and agents.

## **25. ACKNOWLEDGEMENT**

By clicking YES or continuing participation, you acknowledge that you:

- (a) Have read and understood these Terms and Conditions;
- (b) Are legally bound by them; and
- (c) Accept responsibility for personal safety, adherence, and compliance