

TERMS OF USE

Thank you for choosing our services. Our "Services" encompass our website, our application, and the coaching services facilitated through our website or application. We urge you to thoroughly review these Terms of Use ("Terms").

By utilizing our services, you expressly agree to abide by these terms. Should you disagree with any part of these terms, refrain from downloading or using our services. (If our app has already been downloaded, it must be promptly deleted).

IDENTIFICATION AND CONTRACTUAL CONTENT

We are Andres Ruggeri, a legally registered company in Germany, with our registered office situated at Frankfurter Allee 106A, 10247 in Berlin, Germany. You can reach us via email at contact@ruggedfit.com.

These Terms delineate your rights and responsibilities, as well as ours, and furnish essential information mandated by law.

CONTACTING US

Feel free to get in touch with us; we're here to assist you. If you wish to communicate with us for any reason, kindly send an email to contact@ruggedfit.com.

Our communication channels. We will reach out to you through email, text message, Instagram or prepaid post using the contact information you provide.

Upon registering on our website, you consent to us (or our representative) contacting you to update you on our services.

UTILIZING OUR SERVICES

In exchange for your commitment to adhere to these terms, you are permitted to:

- Download our website and app to your personal device for personal use only.
- Receive and apply all free app updates, including "patches" and bug fixes.
- Apply for coaching services under the stipulated conditions.

To accept these Terms and download or use our Services, you must be at least 18 years old or have parental consent. If you're under 18 with parental consent, we recommend parental involvement in your coaching session.

If you're under 18 without parental consent, we regret to inform you that we cannot accept you as a client.

All plans, such as meal and training plans, accessible online as part of the Services, expire upon cancellation (thus, we advise saving/printing them).

ORDERING COACHING SERVICES

To order our services, you can register through the contact form on our website. Once registered, we or our sales representative will contact you to gather more information about your needs. If mutually agreeable, you will receive an email containing the details for your coaching services and a corresponding payment link.

Our acceptance of your order occurs when we send you an acceptance email, signifying the conclusion of the coaching services contract between you and us. In cases where we cannot accept your order, you will be promptly informed, and no charges for coaching services will be incurred. This may be due to unexpected resource limitations, failure to meet credit reference requirements, or identification of errors in the price or service description.

The contract is formulated in German, and these terms and conditions remain accessible on our website and app. However, the contract can be drawn up in German, English or Spanish upon request.

You can modify order information until acceptance by sending an email to contact@ruggedfit.com. After acceptance, a copy of these terms and conditions, along with an order confirmation, will be sent to you by email. The service will be available as outlined in your order confirmation for the duration of your program, with these terms remaining in effect.

USE OF OUR SERVICES IS AT YOUR OWN RISK (NO MEDICAL ADVICE PROVIDED)

We do not dispense medical or professional advice for reliance. Before commencing any exercise or diet program, consult with your GP or healthcare professional. If you experience adverse effects, stop immediately and seek medical attention. Exercise involves inherent risks, and you assume these risks at your discretion. Use meal plans at your own risk, ensuring compatibility with your allergies or intolerances. Our services are not a substitute for medical advice or treatment; they are for general information and entertainment purposes only.

Note the following non-exhaustive list of considerations when using our services:

- Disclose allergies and intolerances affecting nutritional plans in the questionnaire.
- Disclose injuries, illnesses, or diseases influencing training plans in the questionnaire.
- Scrutinize diet ingredients for allergens or intolerances.
- Ensure sufficient space for activities.
- Eliminate potential hazards or obstructions.
- Utilize additional fitness equipment at your own risk.
- Be aware of potential mental and physical health issues associated with calorie restriction.
- Seek advice from a nutritionist and/or doctor before starting any fitness or health program.

IMPORTANT DISCLAIMERS

It is crucial to clarify that we do not provide specific recommendations for supplements or prescribe particular dosages for our customers. Specifically, we refrain from:

- Prescribing diets or nutritional supplements for the treatment of medical and clinical conditions.
- Prescribing diets to address symptoms of medical and clinical conditions.
- Diagnosing diseases.

Our role is limited to offering suggestions and assistance with meal planning. The meal plans we provide are designed to promote the consumption of lean proteins, nutrient-rich vegetables, and meet daily macronutrient requirements. However, we do not prescribe diet plans or attempt to diagnose or treat any medical conditions you may have.

TERMS OF PAYMENT

Payment details, including an overview of monthly payments, are presented before payment. All applicable fees, charges, VAT, and delivery costs (if any) are incorporated in the specified price. Payments can be made in advance or in monthly instalments, as indicated in the order form.

For paid services, including coaching services, payment is facilitated through the Stripe payment system. Your payment terms depend on the services agreed upon. Any payment through this third-party service releases you from your payment obligation.

COMPATIBLE DEVICE

The app may only be downloaded and installed on a compatible device. Verify your device's compatibility by consulting the app's entry on the App Store before downloading.

DEVICE/APP USAGE

You may download, install, and use the app only on a device that you own or have permission to use for these purposes. Compliance with these terms and responsibility for any use on other devices, whether owned by you or not, rest with you.

APP STORE TERMS

If you download our app, the rules and policies of the Apple App Store or Google Play Store may apply. Any discrepancies between these terms and the App Store rules and policies defer to the latter.

UPDATES AND MODIFICATIONS TO THE SERVICES

Periodically, we may introduce updates and modifications to the Services, encompassing our App and Website, to enhance performance, improve functionality, adapt to changes in the operating system, or address security concerns. It is imperative that you accept any updates to the Services, including our App. Notification of significant changes to the App will be provided, and all updates will be furnished free of charge.

Should you choose not to install these updates or opt out of automatic updates, your ability to continue using our services, including our app, may be affected, and functionality may be limited. If an update restricts functionality or your capacity to use our service, you reserve the right to cancel your subscription within 30 days of notification.

Please be aware that the App may be subject to local laws governing the sale of goods, and non-compliance and defect rules outlined in these laws may be applicable to the App.

YOUR ACCOUNT

The confidentiality of login details such as your username, password, and security questions is paramount. Under no circumstances should you share this information with others. If you suspect any compromise of this data, prompt action is required, and you must reset it using our "Forgot password" function.

You are strictly prohibited from authorizing another person to access the platform or allowing the use of your login credentials. This not only impacts the functionality of the Services but also renders you responsible for any actions taken by anyone using your account, regardless of your knowledge or consent. Permitting others to access the Services through your login credentials constitutes a breach of these Terms and may lead to the suspension of your right to use the Services or termination of that right by us.

YOUR PRIVACY

We utilize personal data collected during your use of our services strictly as outlined in our privacy policy available at www.ruggerifit.com.

Internet transmissions are inherently not entirely private or secure. Therefore, there is a risk that information sent via our services, including the website or app, may be read or intercepted by others, even if a specific transmission indicates encryption.

NON-TRANSFERABILITY OF SERVICES

You are granted a personal right to use the Services in accordance with these Terms, and you may not transfer the Services to another person for remuneration or otherwise, except as permitted under the terms of the App Store. If you sell a device with our App installed, you must remove the App from that device.

INTELLECTUAL PROPERTY RIGHTS

All global intellectual property rights in the Services, covering our app and website, belong to us and our licensors. These rights are licensed (not sold) to you. You possess no intellectual property rights in the Services other than the right to use them in compliance with these terms and conditions.

These Terms provide you with a personal, non-transferable, and non-exclusive right to use our Services for the purpose of obtaining them as permitted herein.

Our Services, including the App and Website, are protected by copyright, trademark, and other laws. Nothing in these Terms grants you the right to use the name Andres Ruggeri or any trademarks, logos, domain names, distinctive brand features, or other proprietary rights owned by us or our licensors. All rights, titles, and interests in our Services (excluding Content provided by you) remain exclusively ours and our licensors'.

Any feedback, comments, or suggestions you provide regarding our Services, including the App and Website, are voluntary, and we are free to use them as deemed appropriate without any obligation to you.

We consider any Content you upload through the Services as our property. You are only permitted to upload Content if you have the right to do so, and such Content adheres to the "Acceptable Use Restrictions" outlined below.

If a third party claims that our Services or their use in accordance with these Terms infringes their intellectual property, we are responsible for investigating and defending that claim.

LICENSE LIMITATIONS

You acknowledge and agree to the following license restrictions:

Sub-license or make our Services (including the App, training, or diet plans) available to any other person without our prior written consent.

Avoid copying the Services (including our app and website) except in the normal course of using the Services or as necessary for data backup or operational security.

Refrain from translating, merging, adapting, varying, altering, or modifying the Services (including the App and the Website) in whole or in part.

Do not combine or integrate the Services with other programs, unless necessary to use the Services on devices as permitted in these Terms.

Avoid disassembling, decompiling, reverse engineering, or creating derivative works based on all or any part of the Services, or attempting to do so.

Comply with all applicable laws and regulations that apply to the technology used or supported by the Services.

ACCEPTABLE USE RESTRICTIONS

You are permitted to use our services (including our app and website) for lawful purposes and must:

- Refrain from using the Services in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms.
- Avoid acting with fraudulent or malicious intent.
- Do not inject, use, distribute, or transmit any malicious code, such as viruses or harmful data, into the Services (including the App or Website) or any operating system.
- Do not infringe our intellectual property rights or the rights of third parties in relation to your use of the Services.
- Avoid transmitting any defamatory, discriminatory, threatening, obscene, sexually explicit, offensive, or otherwise objectionable material in relation to your use of the Services.
- Do not use the Services in a way that could damage, overburden, impair, or compromise our systems or security or interfere with other users.
- Do not collect or harvest any information or data from any Services or our systems or attempt to decipher transmissions to or from the servers running any Services.

In the group chat function in our app, additional restrictions apply:

- Do not spread dangerous information or misinformation (e.g., inspiring other users of the app to over-eat or even, not to eat).
- Do not engage in hate speech, physical hostility, or bullying.
- Do not participate in spam/advertising.
- Do not organize criminal activities.
- We reserve the right to permanently delete your content and/or your account if you violate these rules.

OUR RESPONSIBILITY FOR LOSS OR DAMAGE

Limitations of the Services: Our Services are not designed to meet all your needs. If we offer personalized exercise routines or diet plans, you acknowledge doing so at your own risk. For health concerns, consult your GP or healthcare professional.

You use the information provided through the Services at your own risk. We make no representations, warranties, or guarantees, express or implied, regarding the accuracy, completeness, or timeliness of such information. We accept no liability for advice from third parties through the Services.

Back up content and data used with the app: We recommend backing up all content and data used with the app to protect yourself in the event of problems.

Delays beyond our control: We are not responsible for delays caused by events outside our control. We will not be liable for delays caused by such events, but if there is a significant risk of delay, you may discuss potential rights to terminate the contract and obtain a refund.

LIMITATION OF LIABILITY

Except for fraud, fraudulent misrepresentation, personal injury, death, or other liability prohibited by applicable law, our liability is limited as follows:

- Consequential damages, incidental, indirect, special, punitive, or exemplary damages are not our responsibility nor shareholders.
- Our liability to you for any breach or alleged breach of these Terms is limited to the maximum aggregate amount equal to the amount you paid to us in the six months preceding the claim.
- These limitations apply even if parties were advised of the possibility of such damages.

FAILURE TO PROVIDE REQUIRED INFORMATION

To provide coaching services, we need specific information from you regarding your body and well-being. Failure to provide this information within a reasonable time may lead to contract termination or additional fees to compensate for losses.

EXTERNAL WEBSITES

Our Services may contain links to independent websites not under our control. We are not responsible for their content or privacy policies and have not reviewed or approved them. Your decision to use such websites, including purchasing products or services, is at your discretion.

TERMINATION OF AGREEMENT

You have the option to cancel the contract at the end of the minimum contract term by providing at least one month's notice. Non-compliance with these Terms may lead to termination of your right to use the Services. If services become impossible or impractical to provide, we may suspend or stop services, and you may be entitled to a pro rata refund for prepaid services.

TERMINATION OF THIS AGREEMENT

You have the option to terminate your contract with us at the end of the minimum contract term by providing at least one month's notice. If you choose to terminate the agreement in this manner, your cancellation will take effect from the first day of the following billing period.

Failure to comply with these Terms (including non-payment) may lead to the termination of your rights to use the Services. We reserve the right to terminate your access if we have reason to believe that you have seriously violated these Terms, including instances of non-payment. If rectification is possible, we will provide you with a reasonable opportunity to correct any non-compliance. In case of termination, we may retain any payments made to cover our costs and compensate for losses arising from your non-compliance.

We reserve the right to end the contract if providing our services becomes impossible or impractical. In the event of suspension or discontinuation of any part of our services, we will notify you. If you have prepaid for our services, you may be entitled to a pro rata refund for the period during which you were unable to use our services due to contract termination.

RIGHT OF CANCELLATION

Upon accepting these terms and conditions, you acknowledge that you have the ability to access digital content, such as workouts, training programs, and diet plans, before the expiration of the normal 14-day cancellation period. Consequently, you expressly waive your right to cancellation from the moment you gain access to your digital content. Until you receive access, you retain the right to cancellation in accordance with the general rules of the Consumer Contract Act.

The cancellation notice must be sent digitally via email to contact@ruggedfit.com and must be received by us before you access the digital content. Please include "Cancellation" in the subject field. Alternatively, you can utilize the standard cancellation form, available for download [here](#).

We are legally obligated to provide services in accordance with this contract. Nothing in these terms will impact your statutory rights, as it is your legal right.

Upon the termination of this contract:

- Cease all activities authorized by these Terms, including your use of the App and Coaching Services.
- Delete or remove the App from all devices in your possession.
- Immediately destroy all copies of the App in your possession and confirm to us that you have done so.
- We reserve the right to remotely access your devices, remove the app, and deny you further access to support services.

WE CAN TRANSFER THIS CONTRACT TO ANOTHER PERSON

We reserve the right to transfer our rights and obligations under these Terms to another organization, such as in the case of acquisition by a third party, ensuring ongoing responsibility to you. Our rights and obligations may also be transferred to another organization in connection with a business sale. We will ensure that the transfer does not affect your rights under these terms and conditions.

TRANSFER OF RIGHTS REQUIRES OUR CONSENT

You can only transfer your rights or obligations under these Terms to another person with our written consent.

RIGHTS OF THIRD PARTIES

The App Store and its affiliated companies may enforce these Terms on our behalf to ensure your compliance. However, it's important to note that third parties do not have the rights to enforce these Terms.

SEVERABILITY CLAUSE

If any court or competent authority declares any part of this agreement unlawful, each paragraph of these terms and conditions will be considered separately. In such a case, if a court deems any paragraph unlawful, the remaining paragraphs will continue in full force and effect.

DELAYED ENFORCEMENT DOES NOT WAIVE RIGHTS

Even if we delay the enforcement of these conditions, it does not constitute a waiver of our right to enforce them later. The delay in insisting on compliance or taking action does not imply a failure to do so or prevent us from taking action at a later date.

APPLICABLE LAW AND JURISDICTION

These Terms are governed by German law. However, this choice of law does not affect the protection provided under the mandatory law of your country of residence. If you wish to bring an action in relation to the Services, you may do so before the competent courts.

ALTERNATIVE DISPUTE RESOLUTION

If you wish to file a complaint about the service, you can email us at contact@ruggedfit.com. Your complaint will be handled promptly in accordance with market practice. If you are dissatisfied with how we handle a complaint, you can submit the dispute for online dispute resolution to the [European Commission's online dispute resolution](#) platform.

Last updated: 20.12.2023