

TERMS AND CONDITIONS OF SUPPLY

Last updated: 28.10.2020

IMPORTANT INFORMATION

This page (together with our [Privacy Policy](#), [Terms of Use](#) and [Acceptable Use Policy](#)) provides important information about how MYZONE products are sold online, and the legal terms and conditions (**Terms**) on which you can buy any of the products (**Products**) listed on our website (**Site**).

We sell our products around the world through a range of selected distributors. If you wish to buy any Product through this Site, your order will usually be processed with the distributor appointed for the location from which you are placing your order, but in some cases (for example where no distributor has been appointed), your order may be processed with MYZONE. In this context, and depending on the location from which you place your order, "MYZONE" may mean MYZONE LTD or one of its subsidiaries and affiliates which include MYZONE (UK) LTD, and MYZONE (WORLDWIDE) LTD, all of which have their registered office at Level 3, Gordon House, 10a Prospect Hill, Douglas, IOM, IM1 1EJ, British Isles. The distributor for the United Kingdom is MYZONE GROUP LTD. The Seller will be clearly identified on the Site at the time you place your order.

These Terms will apply to any contract for the sale of Products by MYZONE or by one of our distributors (each a **Seller**, as the case may be) to you (a **Contract**). Please read these Terms carefully and make sure that you understand them before ordering any Products through the Site. Please note that before placing an order for any Product you will be asked to agree to these Terms.

If you place an order to buy a Product, your order will constitute an offer to buy from the Seller those Product(s) stated in your order. The Seller will send you an e-mail confirming that your order has been received by them (the **Order Confirmation**). The Order Confirmation does not confirm acceptance of your offer to buy the product(s) ordered. Your offer will only be accepted, and a contract made (with the Seller) for the sale to you of the Products ordered, when those Products are actually dispatched to you. The Seller will send you an email that the Products have been dispatched (the **Dispatch Confirmation**). If your order is dispatched in more than one package, you may receive a separate Dispatch Confirmation E-mail for each package, and each Dispatch Confirmation E-mail and corresponding dispatch will conclude a separate contract of sale between the Seller for the product(s) specified in that Dispatch Confirmation E-mail.

You can cancel your order for a product at no cost any time prior to the time that the Seller sends you the Dispatch Confirmation. This does not affect your rights to cancel the Contract under clause 9 of these Terms.

In order to buy any Product through this Site, you will first have to click on the button marked "Order" in order to confirm that you have read and that you accept all these Terms. If you do not accept these Terms, or do not click on the "Order" button, you will not be able to order any Products through the Site.

You should print a copy of these Terms, or save them to your computer, for future reference.

We may amend these Terms from time to time as set out in clause 8. Every time you wish to order Products, please check these Terms to ensure you understand the terms which will apply at that time.

These Terms were most recently updated on October 28, 2020.

These Terms, and any Contract between us, are only in the English language.

1. INFORMATION ABOUT US

- 1.1. The websites www.myzone.org/shop and www.myzone.shop (and any other website with a URL including the label “myzone.org”, “myzone.shop” or “myzone.fitness”) are operated by MYZONE LTD, a company registered in the Isle of Man under company number 006566V. We have our registered office at Level 3, Gordon House, 10a Prospect Hill, Douglas, IOM, IM1 1EJ, British Isles. Our VAT number is GB 003 3396 13.
- 1.2. To contact us, please see our [Contact Us](#) page. To contact the Seller with whom your order is processed, please use their details set out in the Order Confirmation. (See clause 7.3 below regarding Order Confirmations.)
- 1.3. Depending on the location from which you place an order through this Site, the Seller may be MYZONE LTD or one of its subsidiaries and affiliates which include MYZONE (UK) LTD, and MYZONE (WORLDWIDE) LTD all of which have their Registered Office and trading address at Level 3, Gordon House, 10a Prospect Hill, Douglas, IOM, IM1 1EJ, British Isles. The Seller will be clearly identified on the Site at the time you place your order.

2. OUR PRODUCTS

- 2.1. The images of the Products on the Site are for illustrative purposes only. We cannot guarantee that your computer's display of the colours accurately reflect the colour of the Products. The Products supplied to you may vary slightly from those images.
- 2.2. The packaging of the Products may vary from that shown on images on the Site.
- 2.3. All Products shown on the Site are subject to availability. You will be informed by the Seller by e-mail as soon as possible if the Product you have ordered is not available, and your order will not be processed.

3. USE OF THE SITE

Your use of the Site is governed by our [Terms of Website Use](#), [Acceptable Use Policy](#) and [Privacy Policy](#). Please take the time to read these, as they include important terms which apply to you.

4. HOW WE USE YOUR PERSONAL INFORMATION

We only use your personal information in accordance the MYZONE LTD [Privacy Policy](#). Our distributors may have separate privacy policies of their own, depending on local law. Please take the time to read any applicable privacy policy, as it provides important information which applies to you.

5. IF YOU ARE A CONSUMER

This clause 5 only applies if you are a consumer.

- 5.1. If you are a consumer, you may only purchase Products from the Site if you are at least 18 years old.
- 5.2. As a consumer, you have legal rights in relation to Products that are faulty or not as described. Nothing in these Terms will affect these legal rights. You should take appropriate legal advice if in any doubt.

6. IF YOU ARE A BUSINESS CUSTOMER

This clause 6 only applies if you are a business.

- 6.1. If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use the Site to purchase Products.

- 6.2. These Terms and our [Privacy Policy](#), [Terms of Use](#) and [Acceptable Use Policy](#) constitute the entire agreement between you and the Seller. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of the Seller which is not set out in these Terms or our [Privacy Policy](#), [Terms of Use](#) and/or [Acceptable Use Policy](#).

7. HOW THE CONTRACT IS FORMED

- 7.1. For the steps you need to take to place an order through the Site, please see our [How To Shop Online](#) page.
- 7.2. Our order procedure allows you to check and amend any errors before submitting your order to us (which are processed by the Seller). Please take the time to read and check your order at each stage of the order procedure.
- 7.3. After you place an order, you will receive an e-mail from the Seller acknowledging that your order has been received (the **Order Confirmation**). Please note however that this does not mean that your order has been *accepted*: acceptance of your order will be confirmed by the Seller sending you an e-mail confirming that the Products have been dispatched (the **Dispatch Confirmation**). The Contract between you and the Seller will only be formed when the Seller sends you the Dispatch Confirmation.
- 7.4. If the Seller is unable to supply you with a Product (for example because that Product is not in stock or no longer available or because of an error in the price on the Site as referred to in clause 12.5), the Seller will inform you of this by e-mail and your order will not be processed. If you have already paid the Seller for the Products, the full amount of your payment will be refunded by them as soon as possible.

8. OUR RIGHT TO VARY THESE TERMS

- 8.1. We may revise these Terms from time to time in our sole and absolute discretion, including in the following circumstances:
- 8.1.1. changes in how your payment is accepted;
 - 8.1.2. changes in relevant laws and regulatory requirements; and/or
 - 8.1.3. changes in the way we process online sales transactions.
- 8.2. Every time you order Products through the Site, the Terms in force at that time will apply to the Contract between you and the Seller for those Products.
- 8.3. Whenever these Terms are varied in accordance with this clause 8, you will be kept informed by means of a notice at the top of this page stating that these Terms have been amended, and the relevant date.

9. YOUR CONSUMER RIGHT OF RETURN AND REFUND

This clause 9 only applies if you are a consumer.

- 9.1. If you are a consumer, you have a legal right to cancel a Contract during the period set out below in clause 9.2. This means that if during the relevant period you change your mind or you decide for any other reason that you do not want to keep a Product, you can notify the Seller of your decision to cancel the Contract and receive a refund. You should take appropriate legal advice if in any doubt.
- 9.2. Your legal right to cancel a Contract starts from the date of the Dispatch Confirmation, which is when the Contract between you and the Seller is formed. Once the Products have been delivered to you, you have a period of 7 (seven) working days (starting the day after you receive the

Products) in which you may cancel. Working days means that Saturdays, Sundays or public holidays are not included in this period.

- 9.3. To cancel a Contract, please inform the Seller by email, in writing or by telephone using the details provided in the Dispatch Confirmation. You may wish to keep a copy of your cancellation notification for your own records. If you send the Seller your cancellation notice by e-mail or by post, then your cancellation is effective from the date you send the e-mail or post the letter. If you call the Seller to notify them of your cancellation, then your cancellation is effective from the date you telephone the Seller.
- 9.4. You will receive a full refund of the price you paid for the Products and any applicable delivery charges you paid for, if the Products have not been dispatched. The Seller will process the refund due to you as soon as possible and, in any case, within 30 (thirty) calendar days of the day on which you give notice of cancellation as described in clause 9.3. If you returned the Products because they were faulty or mis-described, please see clause 9.5.
- 9.5. If you have returned the Products under this clause 9 because they are faulty or mis-described, the Seller will refund the price of a defective Product in full, any applicable delivery charges, and any reasonable costs you incur in returning the item to the Seller.
- 9.6. The Seller will refund you via PayPal or on the credit card or debit card you used to pay for the Products.
- 9.7. If the Products were delivered to you:
 - 9.7.1. you must return the Products to the Seller as soon as reasonably practicable. If the Products require collection, the Seller will collect the Products from the address to which they were delivered. The Seller will contact you to arrange a suitable time for collection;
 - 9.7.2. unless the Products are faulty or not as described (in this case, see clause 9.5), you will be responsible for the cost of returning the Products to the Seller or, where relevant, the Seller's costs in collecting the Products from you.;
 - 9.7.3. you have a legal obligation to keep the Products in your possession and to take reasonable care of the Products while they are in your possession.
- 9.8. Details of your legal right to cancel and an explanation of how to exercise it are provided in the Dispatch Confirmation.
- 9.9. As a consumer, you will always have legal rights in relation to Products that are faulty or not as described. These legal rights are not affected by the returns policy in this clause 9 or these Terms. You should take appropriate legal advice if in any doubt.

10. DELIVERY

- 10.1. The Seller will its commercially reasonable endeavours to deliver Products by the estimated delivery date set out in the Dispatch Confirmation, unless this is prevented by an event outside the Seller's control. If the Seller is unable to meet the estimated delivery date because of such an event, the Seller will contact you with a revised estimated delivery date.
- 10.2. Delivery will be completed when the Seller delivers the Products to the address you gave us.
- 10.3. If no one is available at your address to take delivery, the Seller will leave you a note that the Products have been returned to our premises, in which case, please contact us to rearrange delivery.
- 10.4. The Products will be your responsibility from the completion of delivery.
- 10.5. You own the Products once the Seller has received payment in full, including all applicable

delivery charges, and has issued a Dispatch Confirmation.

11. INTERNATIONAL DELIVERY

- 11.1. Sellers will deliver to the countries listed on the [International Destinations](#) page (International Delivery Destinations). However there are restrictions on some Products for certain International Delivery Destinations, so please review the information on that page carefully before ordering Products.
- 11.2. If you order Products through the Site for delivery to one of the International Delivery Destinations, your order may be subject to import duties and taxes which are applied when the delivery reaches that destination. Please note that we have no control over these charges and we cannot predict their amount.
- 11.3. You will be responsible for payment of any such import duties and taxes. Please contact your local customs office for further information before placing your order.
- 11.4. You must comply with all applicable laws and regulations of the country for which the Products are destined. We will not be liable or responsible if you break any such law.

12. PRICE OF PRODUCTS AND DELIVERY CHARGES

- 12.1. The prices of the Products will be as quoted on the Site from time to time. We take all reasonable care to ensure that the prices of Products are correct at the time when the relevant information was entered onto the system, but if we discover an error in the price of Product(s) you ordered, clause 12.5 will apply.
- 12.2. Prices for Products may change from time to time, but changes will not affect any order which the Seller has confirmed with a Dispatch Confirmation.
- 12.3. The price of a Product includes VAT and/or any other applicable taxes at the then-applicable rate(s). However, if the rate of any applicable tax changes between the date of your order and the date of delivery, the Seller will adjust the tax you pay, unless you have already paid for the Products in full and a Dispatch Confirmation has been issued before the rate change takes effect.
- 12.4. The price of a Product does not include delivery charges. The Seller's delivery charges are as quoted on the Site from time to time. To check relevant delivery charges, please refer to the [Delivery Charges](#) page.
- 12.5. Despite our efforts, it is always possible that some of the Products on the Site may be incorrectly priced. The Seller will normally check prices as part of its dispatch procedures so that:
 - 12.5.1. where the Product's correct price is less than the price stated on the Site, the Seller will charge the lower amount when dispatching the Products to you. However, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, the Seller does not have to provide the Products to you at the incorrect (lower) price; and
 - 12.5.2. if the Product's correct price is higher than the price stated on the Site, the Seller will contact you in writing as soon as possible to inform you of this error and will give you the option of continuing to purchase the Product at the correct price or cancelling your order. The Seller will not process your order until it has your instructions. If the Seller is unable to contact you using the contact details you provided during the order process, it will treat the order as cancelled and notify you in writing.

13. HOW TO PAY

- 13.1. You can only pay for Products using a debit or credit card or, if made available on this Site, by using PayPal.
- 13.2. Payment for Products and all applicable delivery charges must be made to the Seller in advance.
- 13.3. We may process certain payments using third-party payment services and you agree to be bound by such third party's terms if we do so. Please read such third party's terms and conditions and privacy policy for more guidance. We are not responsible for the acts or omissions of such third parties.
- 13.4. We may appoint a MYZONE GROUP undertaking (such as MYZONE (GROUP) LTD, MYZONE (WORLDWIDE) LTD or MYZONE INC) to process payments. If we do so any payment made to a MYZONE GROUP undertaking will be treated as payment made to the Seller. Where practicable we will endeavour to collect payment through the use of domestic third-party payment services. In the event that this is not possible for any reason, we will not accept responsibility for any international card fees levied by your card provider.

14. MANUFACTURER GUARANTEES

- 14.1. Products come with a manufacturer's guarantee. For details of the applicable terms and conditions, please refer to the manufacturer's guarantee provided with the Products.
- 14.2. If you are a consumer, a manufacturer's guarantee is in addition to your legal rights in relation to Products that are faulty or not as described. You should take appropriate legal advice if in any doubt.

15. PRODUCT WARRANTY

- 15.1. For Products which do not have a manufacturer's guarantee, the Seller provides a warranty that Products shall be free from material defects for the following periods, commencing in each case on the date of the Dispatch Confirmation:

Belt:	90 days
Belt module:	1 calendar year
Watch:	1 calendar year

However, this warranty does not apply in the circumstances described in clauses 15.2 and 15.3.

- 15.2. The warranty in clause 15.1 does not apply to any defect in the Products arising from:
 - 15.2.1. fair wear and tear;
 - 15.2.2. wilful damage, abnormal or improper use, storage or working conditions, accident, negligence by you or by any third party;
 - 15.2.3. if you fail to operate or use the Products in accordance with the user instructions;
 - 15.2.4. any alteration or repair by you or by a third party who is not one of our authorised repairers; or
 - 15.2.5. any specification provided by you
- 15.3. The warranty in clause 15.1 does not apply to
 - 15.3.1. consumables, such as replaceable batteries;
 - 15.3.2. any Product which has been opened or tampered with (except to replace batteries); or
 - 15.3.3. any Product with an illegible serial number.
- 15.4. If you are a consumer, this warranty is in addition to your legal rights in relation to Products that

are faulty or not as described. You should take appropriate legal advice if in any doubt.

16. OUR LIABILITY IF YOU ARE A BUSINESS

This clause 16 only applies if you are a business customer.

- 16.1. Products are only supplied for internal use by your business, and you agree not to use the Product for any re-sale purposes. You are permitted to re-sell to clients of your business.
- 16.2. Nothing in these Terms limits or excludes the Seller's liability for:
 - 16.2.1. death or personal injury caused by its negligence;
 - 16.2.2. fraud or fraudulent misrepresentation;
 - 16.2.3. breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
 - 16.2.4. defective products under the Consumer Protection Act 1987.
- 16.3. Subject to clause 16.2, the Seller will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
 - 16.3.1. any loss of profits, sales, business, or revenue;
 - 16.3.2. loss or corruption of data, information or software;
 - 16.3.3. loss of business opportunity;
 - 16.3.4. loss of anticipated savings;
 - 16.3.5. loss of goodwill; or
 - 16.3.6. any indirect or consequential loss.
- 16.4. Subject to clause 16.2 and clause 16.3, the Seller's total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Products.
- 16.5. Except as expressly stated in these Terms, neither we nor the Seller give any representation, warranties or undertakings in relation to the Products. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, neither we nor the Seller will be responsible for ensuring that the Products are suitable for your purposes.

17. OUR LIABILITY IF YOU ARE A CONSUMER

This clause 17 only applies if you are a consumer.

- 17.1. If the Seller fails to comply with these Terms, it is responsible for loss or damage you suffer that is a foreseeable result of the Seller's breach of these Terms or its negligence, but it will not be responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of breach or if they were contemplated by you and the Seller at the time you and the Seller entered into the Contract.
- 17.2. Products are only supplied for domestic and private use. You agree not to use the product for any commercial, business or re-sale purposes, and the Seller has no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 17.3. The Seller does not in any way exclude or limit its liability for:

- 17.3.1. death or personal injury caused by its negligence;
- 17.3.2. fraud or fraudulent misrepresentation;
- 17.3.3. any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
- 17.3.4. any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and/or
- 17.3.5. defective products under the Consumer Protection Act 1987.

18. EVENTS OUTSIDE THE SELLER'S CONTROL

- 18.1. The Seller will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under a Contract caused by any act or event beyond its reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport (an "**Event**").
- 18.2. If an Event takes place that affects the performance of the Seller's obligations under a Contract:
 - 18.2.1. the Seller will contact you as soon as reasonably possible to notify you; and
 - 18.2.2. the Seller's obligations under a Contract will be suspended and the time for performance of the Seller's obligations will be extended for the duration of the Event. Where the Event affects delivery of Products to you, the Seller will arrange a new delivery date with you after the Event is over.

19. COMMUNICATIONS

- 19.1. Any reference in these Terms to "in writing" will include e-mail.
- 19.2. If you are a consumer:
 - 19.2.1. To cancel a Contract in accordance with your legal right to do so as set out in clause 9, please inform the Seller by e-mail, in writing or by telephone using the details provided in the Dispatch Confirmation. You may wish to keep a copy of your cancellation notification for your own records. If you send the Seller your cancellation notice by e-mail or by post, then your cancellation is effective from the date you send the e-mail or post the letter. If you call the Seller to notify them of your cancellation, then your cancellation is effective from the date you telephone the Seller.
 - 19.2.2. If you wish to contact the Seller in writing for any reason, you can do so by using the contact details set out in the Dispatch Confirmation. If you have not received a Dispatch Confirmation and wish to contact the Seller you can contact them using the details indicated on the Site.
- 19.3. If the Seller needs to contact you or give you notice in writing, it will do so by e-mail or by pre-paid post to the address you provide in your order.
- 19.4. If you are a business, please note that any notice given by you to a Seller, or by a Seller to you, will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or 3 (three) days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-

mail was sent to the specified e-mail address of the addressee. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

20. OTHER IMPORTANT TERMS

- 20.1. The Seller may transfer its rights and obligations under a Contract to another organisation, but this will not affect your rights or its obligations under these Terms. You will always be notified in writing if this happens.
- 20.2. You may only transfer your rights or your obligations under these Terms to another person if the Seller agrees in writing. However, if you are a consumer and you have purchased a Product as a gift, you may transfer the benefit of the warranty in clause 15 to the recipient of the gift without needing to ask our consent.
- 20.3. Any Contract will be between you and the Seller. No other person shall have any rights to enforce any of its terms. However, if you are a consumer, the recipient of your gift of a Product will have the benefit of the warranty at clause 15, but the Seller and you will not need their consent to cancel or make any changes to these Terms.
- 20.4. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 20.5. If a Seller fails to insist that you perform any of your obligations under these Terms, or if it does not enforce its rights against you, or if the Seller delays in doing so, that will not mean that it has waived its rights against you and will not mean that you do not have to comply with those obligations. If a seller does waive a default by you, it will only do so in writing, and that will not mean that that Seller will automatically waive any later default by you.
- 20.6. If you are a consumer, please note that these Terms are governed by English law. This means a Contract for the purchase of Products through the Site and any dispute or claim arising out of or in connection with it will be governed by English law. You and the Seller both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, this does not affect any rights you may have under applicable law as a consumer to bring a claim under these Terms in a court in the country or territory in which you reside.
- 20.7. If you are a business, these Terms are governed by English law. This means that a Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), will be governed by English law. You and the Seller both agree to the exclusive jurisdiction of the courts of England and Wales.