

## IFIT PREVENTATIVE MAINTENANCE CONTRACT

### IFIT PREVENTATIVE MAINTENANCE CONTRACT FOR FITNESS EQUIPMENT

## SERVICE CONTRACT TERMS & CONDITIONS

Consumer Service Contract Terms and Conditions

### BE SURE TO REGISTER YOUR SERVICE CONTRACT ONLINE

In order to be eligible for a preventative maintenance contract, please go to <https://iconeu.registria.com/en-gb/reg> to register **Your** equipment and **Service Contract** within thirty (30) days of purchase. Please keep this important terms and conditions document ("**Service Contract**", "**Contract**"), and the **Proof of Purchase** together in a safe place as these will be needed at time of a **Claim**. The information contained in this **Contract** document is intended to serve as a valuable reference guide to help **You** determine and understand **WHAT IS COVERED** under this **Contract**.

### DEFINITIONS

The words and phrases defined below have the same meaning wherever they appear in **Your Contract** document and are shown in bold throughout.

**"We", "Us", "Our", Provider", "Obligor", "Administrator"** means: the party or parties obligated to provide service under this **Contract** as the service contract provider/obligor, as well as handle the administration under this **Contract** as the service contract **Administrator**, who is Servify (Europe) B.V.

**"Authorised Servicer", "Servicer", "Service Centre"** means: the business authorized by **Us** which provides qualified technicians which can service the **Covered Equipment**.

**"Equipment", "Covered Equipment"** means: the equipment **You** originally purchased which is covered under this **Contract**.

**"Manufacturer's Warranty"** means: the period where the manufacturer will resolve any defects arising from **Mechanical Breakdown /Electrical Breakdown**.

**"Breakdown", "Mechanical Breakdown/Electrical Breakdown"** means: the internal failure or burning out of any component part of **Your Covered Equipment** whilst in ordinary use necessitating repair or replacement before it can resume normal operation.

**"Extended Warranty", "Insurance Policy"** means: an insurance policy **You** purchased for **Your Covered Equipment** which protects **You** from **Mechanical Breakdown/Electrical Breakdown** as described in the applicable terms and conditions of the insurance policy.

**"Term"** means: the period for which **You** are cover for **Your Covered Equipment**. This period is shown on **Your Proof of Purchase and Insurance Policy**.

**"Claim"** means: a demand for performance in accordance with the terms and conditions of this **Contract** initiated by **You**.

**"Proof of Purchase"** means: the original purchase receipt provided at the point of sale that confirms the date in which the **Service Contract, Insurance Policy** and **Equipment** were purchased, as well as the **Term** period.

**"Inspection"** means: an examination of the performance of **Your Covered Equipment**.

**"Preventative Maintenance Service Event"** means: taking proactive steps or actions to prevent **Your Covered Equipment** from failure because any of the **Inspection** parts or components do not function in accordance with the manufacturer's specifications.

## PRODUCT ELIGIBILITY

This **Contract** covers fitness equipment purchased as new or factory-refurbished manufactured by IFIT and sold by IFIT or an authorized seller which, at the time of purchase, included a **Manufacturer's Warranty** and an **Insurance Policy** which **You** purchased. Purchase of this **Contract** only applies to equipment not covered under any other warranty, guarantee and/or **Service Contract** providing the same benefits as outlined herein.

## YOUR RESPONSIBILITY

If **Breakdown** of the equipment is suspected, **You** should promptly take reasonable precautions in order to protect against further damage.

## WHAT IS COVERED

- a) **We** will complete **Preventative Maintenance Service Event** of **Your Covered Equipment**, at **Your** request. The **Preventative Maintenance Service Event** will include checking the following parts and components of **Your Covered Equipment**:
  - a. Walking Belt Tension and Wear;
  - b. Incline/Motor Calibration;
  - c. Console Controls;
  - d. Ranges through Speed and Resistance;
  - e. SpaceSaver Functionality;
  - f. Power Cord/Ground/Surge Protector;
  - g. Motor Belt Tension;
  - h. Electronic Dusting and Cleaning;
  - i. Reed Switch Alignment;
  - j. Motor Voltage;
  - k. Cushioning System;
  - l. Wear and Tear Locations;
  - m. Motor Controller Calibration; and
  - n. Machine Balance.
- b) **We** will complete one (1) **Preventative Maintenance Service Event** during the **Term** of **Your Contract**. **Your Covered Equipment** must be operational and working. The **Preventative Maintenance Service Event** will restore **Your Covered Equipment** to a healthy condition and at least minimum performance standards provided by the manufacturer's specifications.
- c) **You** are eligible to receive the benefits of this **Contract** after the first twelve (12) months from the original date of purchase of **Your Covered Equipment** and as shown in **Your Proof of Purchase**.

## WHAT IS NOT COVERED

This **Contract** does not cover:

- a) **Equipment** not shown in **Your Proof of Purchase**;
- b) **Breakdown** or failure which occurs during the **Manufacturer's Warranty**;
- c) **Equipment** not covered by an **Extended Warranty**;
- d) Periodic check-ups and/or preventative maintenance as directed by the manufacturer;
- e) Inherent equipment defects or parts failure due to a recall;
- f) Failures that result from faults that occur prior to the start of this insurance and/or any equipment sold "as-is" for example: floor models, demonstration models, etc.;
- g) Damage resulting from accident, abuse, misuse, mishandling, negligence, introduction of foreign objects into the **Covered Equipment**, unauthorized modifications or alterations to a **Covered Equipment**, any **Covered Equipment** with removed or altered serial numbers, failure to follow the manufacturer's instructions, external causes including third party actions, fire, theft, insects, animals, exposure to weather conditions, extreme temperature, windstorm, sand, dirt, hail, earthquake, flood, water or any loss that is not directly associated with the incident that caused the **Claim**;
- h) Any **Claim** resulting from war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, terrorist activity of any kind;
- i) Any **Equipment** used in a commercial setting or on a rental basis;
- j) Failures that occur outside of the United Kingdom;

- k) Cosmetic damage to the **Covered Equipment** that has no effect on the functionality of the **Covered Equipment**, to include marring, scratching and denting. This exclusion also includes damage to non-functional parts – for example: shelves, drawers, knobs, rollers, baskets, handles;
- l) Unauthorized repairs and/or parts;
- m) Performing services connected with relocation of the **Covered Equipment**;
- n) Accessories used in conjunction with the **Covered Equipment**;
- o) Retrieval of loss of data or any damage caused by a computer or software virus;
- p) **Claim** which is not made within the **Term**;
- q) Failure as a result from rust or corrosion on any **Covered Equipment** or part thereof;
- r) Abnormal variation of electricity or water supply;
- s) Electrical work external to the Covered Equipment
- t) Damage incurred while moving the **Covered Equipment** to another location;
- u) Modifications to meet changes in local codes and regulations;
- v) Improper installation of components; and
- w) **We** shall not be liable to pay any **Claim** or provide any benefit under this **Contract** if the provision of such cover, payment of such **Claim** or provision of such benefit would expose **Us** to any sanctions, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of United Kingdom.

## CONDITIONS

### Term

The start and finish dates are shown in the **Proof of Purchase** and is the period equivalent to the term of **Your Extended Warranty**.

**You** must register **Your Covered Equipment** no later than thirty (30) calendar days after the purchase of the **Covered Equipment**.

### Limit of Liability

**Our** liability is limited to the cost of providing:

- a) One (1) **Inspection**; and
- b) The service cost for one (1) **Preventative Maintenance Service Event**.

### Fraud

**We** take a strong approach to fraud prevention in order to keep rates down so that **You** do not have to pay for other people's dishonesty. If any **Claim** made by **You** or anyone acting on **Your** behalf under this **Contract** is fraudulent, deliberately exaggerated or intended to mislead, **We** may:

- a) not pay **Your Claim**; and
- b) recover (from **You**) any payments **We** have already made in respect of that **Claim**; and
- c) terminate **Your Contract** from the time of the fraudulent act; and
- d) inform the police of the fraudulent act.

If **Your Contract** is terminated from the time of the fraudulent act, **We** will not pay any **Claim** for any incident which happens after that time and may not return any of the payments already paid.

### Making a Claim

**IMPORTANT: THIS CONTRACT MAY NOT PROVIDE ANY COVERAGE IF YOU MAKE UNAUTHORIZED REPAIRS.**

For best service, have **Your Proof of Purchase** readily available and call **Us** at +44-208-068 5782 or visit <https://IFIT.servify.tech>. **Our** authorized representatives will promptly obtain details regarding any issue **You** are experiencing with the **Covered Equipment**, and will first attempt to resolve the situation over the telephone and/or remotely. **You** will then be given a **Claim** number and further instructions on how an **Inspection** and **Preventative Maintenance Service Event** for **Your Covered Equipment** will be provided under this **Contract**.

**You** must provide the **Servicer** free access to the **Covered Equipment** for the purpose of providing the services.

Coverage is only provided for eligible services that are conducted by a **Servicer** authorized by **Us**. If **Your Term** expires during the time of an approved **Claim**, coverage under this **Contract** will be extended until the date in which the approved **Claim** in progress has been fulfilled completely in accordance with the terms and conditions of **Your Contract**.

NEITHER **WE** NOR THE **ADMINISTRATOR** NOR THE AUTHORIZED SELLER SHALL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES; INCLUDING BUT NOT LIMITED TO: PROPERTY DAMAGE, LOST TIME OR LOST DATA RESULTING FROM THE FAILURE OF ANY **COVERED EQUIPMENT**, FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE, OR RESULTING FROM THE UNAVAILABILITY OF REPAIR PARTS/COMPONENTS. NEITHER **WE** NOR THE **ADMINISTRATOR** NOR THE AUTHORIZED SELLER SHALL BE LIABLE FOR ANY AND ALL PRE-EXISTING CONDITIONS KNOWN TO YOU, INCLUDING ANY INHERENT PRODUCT FLAWS.

#### **Changes To The Covered Equipment or Other Information**

If any information **You** provided when **You** took out this **Contract** changes (such as **Your** postal code, email address or telephone number), **You** must tell the **Administrator**. Changing the **Covered Equipment** is only possible if the equipment is a new, properly functioning and undamaged and the change has been communicated to the **Administrator** within seven (7) days after the purchase date by sending an email to [eu\\_support@servify.tech](mailto:eu_support@servify.tech). The **Administrator** may ask **You** to provide the **Proof of Purchase** receipt of the new equipment. **We** are not liable for the costs of rendering services as described in this **Contract** for equipment other than the registered **Covered Equipment**.

**You** can contact the **Administrator** by calling +44-208-068 5782 or by sending an email to [eu\\_support@servify.tech](mailto:eu_support@servify.tech) or sending mail to:

Servify (Europe) BV  
Aert van Nesstraat 45  
3012 CA Rotterdam  
Netherlands

#### **POLICY CANCELLATION**

**You** have the right to cancel **Your Contract** within forty-five (45) days after:

- a) The purchase of this **Contract**;
- b) The day on which **You** receive the full general terms and conditions of **Your Contract**; or
- c) Whichever is the later.

**You** will receive a full refund of the price already paid.

If **You** cancel this **Contract** after the eligible period, **You** will receive a pro-rata refund of the Contract amount paid.

**We** cannot cancel this **Contract**, unless **You** do not pay the **Contract** price when due or **We** have reason to suspect fraud.

#### **TRANSFERABILITY**

If **You** are the original purchaser of this **Service Contract** and wish to transfer coverage under this **Service Contract** to a different owner, **You** may initiate a one (1) time transfer of ownership by contacting **Us**. **You** will be required to provide **Proof of Purchase**.

#### **RENEWABILITY**

If **You** wish to renew coverage under this **Service Contract**, please contact **Us** prior to the expiration of **Your** current **Term** to initiate **Our** renewal process. Renewability is determined at **Our** sole discretion and may not be available.

#### **COMPLAINTS**

It is always the intention to provide **You** with a first class service. However, if **You** are not happy with the service, please notify one of **Our** representatives as outline on the **Proof of Purchase**. **You** can contact the **Our representatives** by calling +44-208-068 5782 or by sending an email to [eu\\_support@servify.tech](mailto:eu_support@servify.tech).

**We** will reply within five (5) working days from when **We** receive **Your** complaint. If it is not possible to give **You** a full reply within this time (for example, because a detailed investigation is required), **We** will give **You** an interim response telling **You** what is being done to deal with **Your** complaint, when **You** can expect a fully reply and from whom. In most cases **Your** complain will be resolved within four (4) weeks.

#### **PRIVACY AND DATA PROTECTION NOTICE**

**You** agree that any information or data ("Data") disclosed to **Us** under this **Contract** is not confidential. Furthermore, **You** agree that **We** may collect, use, disclose and process Data when **We** provide the services contemplated under this **Contract** and make disclosures to governmental, regulatory or other competent authorities and as permitted or required by applicable laws. This may include transferring **Your** Data to related corporation, agents or third party service provider. Except for the purposes aforementioned, **We** will not share **Your** Data with third parties without **Your** permission. **We** will comply with applicable privacy and data protection laws in **Your** specific jurisdiction. Unless specifically prohibited by **Your** jurisdiction's privacy and data protection laws, **We** may transfer **Your** Data to other countries and jurisdictions provided that anyone to whom **We** transfer **Your** Data provides an adequate level of protection. In addition, **Your** Data may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

#### **GENERAL PROVISIONS**

**We** may subcontract or assign performance of **Our** obligations to third parties, but **We** shall not be relieved of **Our** obligations to **You** when doing so.

The failure of any party to require performance by the other party of any provision hereof will not affect the full right to require such performance at any time thereafter; nor will the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. In the event that any provision of these Terms and Conditions will be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity will not render these Terms and Conditions unenforceable or invalid as a whole and in such event, such provisions will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

**You** expressly consent to be contacted, for any and all purposes, at any telephone number, or physical or electronic address **You** provide **Us**. All notices or requests pertaining to this **Contract** will be in writing and may be sent by any reasonable means including by mail, email, facsimile, text message or recognized commercial overnight courier. Notices to **You** are considered delivered when sent to **You** by email or fax number that **You** provided to **Us**, or three (3) days after mailing to the street address **You** provided.

This **Service Contract** is governed by the laws of the United Kingdom.

This **Service Contract**; including the **Proof of Purchase**, terms, conditions, limitations, exceptions and exclusions, and **Your Proof of Purchase**, constitute the ENTIRE AGREEMENT between **Us** and **You** and no representation, promise or condition not contained herein shall modify these items, except as required by law.