



HulaFit Licence Terms & Conditions (T&C's)

Thank you for subscribing to our HulaFit Licence & Core Crew Membership. By purchasing your licence and subscribing to our Core Crew Membership you are allowed to use the HulaFit™ brand & logo for your business, on the condition you agree to the following terms and conditions. If you do not agree with the terms of this Agreement, please do not purchase, subscribe or participate in the HulaFit Core Crew Membership

Monthly/Annual Licence

After passing your instructor's assessment, you must subscribe & pay for your HulaFit® Licence & Core Crew Membership via our website, paying either a monthly or annual fee. This fee allows you to use the HulaFit® Trademarks for your classes, teach our programme, use our content including fitness techniques and choreography supplied, and use advertising/marketing materials provided. It also provides you with access to the Core Crew Members area; an online instructor support hub containing a video bank of techniques, suggested playlists, access to our online facebook community group with job listings, business ideas and 24hr online peer support, discounts on HulaFit® Merchandise including HulaFit hula hoops and garments. You will get a personal Instructor listing on our site & the opportunity to list both your face to face and online classes on our website.

You must be paying the licence fee to have access to all of these benefits and continue teaching HulaFit. If you are unlicensed you are not legally allowed to teach or promote HulaFit® classes as this breaches our copyright.

HulaFit® Core Crew membership is charged at £16.99 per month OR £175.00 annually - there are no tie-ins and you can cancel any time. If you would like to terminate your agreement with HulaFit, you must give 30 days notice before payment is due to cancel without charge by emailing hulafitinstructors@gmail.com. Refunds cannot be given once payment has been made.

Ownership of Intellectual Property Acknowledgment.

You acknowledge and agree that HulaFit Ltd is the sole owner of all trademarks, logos, designs, and other copyright-protected materials, methods and processes, concepts, ideas, including the HulaFit™ Instructor Course and any advertising materials that may be provided to you. Only those licensed by our Company have the right to use the Trademarks.

Please observe the following trademark usage rules:

1. ALWAYS USE THE TRADEMARKS DISTINCTIVELY:

The "H" and "F" letter of the Trademarks should be capitalized, e.g., "HulaFit®", not "hulafit".



2. NEVER ALTER THE HULAFIT® TRADEMARKS:

Do not change the graphics, colors, spelling, insert hyphens or combine two words into one. (Incorrect: "You'll love HulaFit-mania" "Hula-Fit").

3. NEVER USE THE TRADEMARKS AS A TRADE OR COMPANY NAME:

It is incorrect to use or refer to the Trademarks as a trade name (e.g., company name or facility name). For example, don't name your company with HulaFit® in the title. Name your company something else and say that it offers HulaFit® classes.

4. NEVER USE THE HULAFIT® TRADEMARKS ON MERCHANDISE:

Only HulaFit and its authorised partners can use the HulaFit® Trademarks on merchandise like CD's, DVD's, digital fitness programmes, fitness equipment, footwear, clothing and accessories and other products. So, never use the HulaFit® Trademarks on merchandise (e.g., Don't make shirts and put the HulaFit® Trademarks on the shirt).

5. USE OF THE HULAFIT LOGO;

The HulaFit Logos were designed to designate products and services developed by our Company and may be used by licensees in their exact form and only to advertise and promote our programs, products and services. Unless our prior written approval is obtained, the HulaFit® Logos are never to be used in connection with the manufacture, promotion, offer for sale or sale of any merchandise. The HulaFit® Logos cannot be altered or modified in any way, nor can they be combined with any other trade names, trademarks or logos without our express written permission.

6. IN SUMMARY, THE HULAFIT® TRADEMARKS SHOULD NEVER BE USED IN THE FOLLOWING WAYS:

7. With the letter "H" and "F" not capitalized — For example, "hulafit"
8. Altered or Modified — For example, "HoolaFit".
9. As a Trade Name — For example, "The HulaFit Studio".
10. On Merchandise — For example, don't make "HulaFit" shirts.
11. To advertise programs or products not affiliated with HulaFit Ltd.

General Restrictions on Advertising and Other Prohibited Advertising Activity

No Altering Marks or Stylised Writing. You may not alter the form or appearance of any logos, including without limitation, the size, colour, and font.

No Inappropriate Use of Advertising Materials. You agree not to copy, reproduce, duplicate, create derivative works of, distribute, sell, or otherwise disseminate any advertising materials, HulaFit intellectual property, or materials you obtain by subscribing to the Core Crew Membership.



No Merchandise. You may not manufacture, create, or distribute any merchandise (such as clothing, bags, hats, etc.) or other promotional items bearing any of the TradeMarks or anything similar or related to the Marks. Only HulaFit and its authorized partners can use the HulaFit® Trademarks on merchandise like CD's, DVD's, digital online fitness programmes, fitness equipment, footwear, clothing and accessories and other products.

No Registrations, Domains or SEM. You agree not to apply for, register or attempt to register in any manner HulaFit or anything that includes or is similar to it for any purpose, including without limitation trademarks, trade names, service marks, brands, logos, copyrights, domain names, or other identifiers of source or forms of intellectual property or Internet designations.

Teaching HulaFit

You will not teach any HulaFit classes that do not follow the overall principles, structure, and techniques provided by HulaFit.

You will not teach any HulaFit classes to any person who has not filled in a PAR-Q form or been verbally pre-screened.

You will not teach any HulaFit classes without Public Liability insurance that covers your activities. HulaFit LTD does not and cannot offer or provide you with that insurance.

Since you are an independent contractor, you expressly acknowledge and agree that you are not insured under any of HulaFit LTD's insurance policies and waive any and all right to claim coverage of any kind thereunder.

You must have the correct PPL licence to play music (or the venue you teach in must have the licence) or use PPL free or royalty free music for online classes - this may vary depending in which country you are located. You acknowledge and agree that HulaFit will not be responsible for your improper use of any music, including any music you receive from HulaFit.

Conduct As a HulaFit Instructor

You are a representative of our brand. You agree to act in a legal, professional, non detrimental, non-disruptive, and appropriate manner at all times. You must not act in any lewd, sexist, racist, discriminatory, off-colour, illegal, or other inappropriate or offensive manner, or in any manner that diminishes the value of the HulaFit brand.

HulaFit does not guarantee any level of success or income generated by or in connection with the instructor course. You may be subject to review on a yearly basis in HulaFit LTD's sole discretion to ensure that you remain up to date with and knowledgeable about the brand. You may not sub-license, rent, transfer or otherwise allow any third party to use your rights under this Agreement, including your HulaFit Instructor status, class content and advertising materials.

You may not use any material you received in connection with the HulaFit Instructor Course, including any material or content received from HulaFit, in connection with any fitness instruction other than the instruction you provide as a HulaFit Instructor.

Termination/Revocation

Your HulaFit Instructor status may be revoked or terminated immediately by us in the event that you breach any term, condition, or provision of this Agreement. Upon termination or revocation, you must immediately cease all HulaFit Instructor and promotional activities.



Non-Disparagement

While HulaFit welcomes constructive input and suggestions, you must not make negative comments and remarks in any forum (oral, online, written, or while providing instruction or training) about the HulaFit brand.

HulaFit reserves the rights to change the Licence terms and conditions and will inform you of any major changes in writing.

Being a HulaFit instructor means sharing your passion for Hula Hooping and fitness and helping people to get active in a fun way. We are a positive, supportive and inclusive team who, together, promote happiness, body positivity and a healthy lifestyle.

This is an agreement between the following persons, to show you have read and will comply with all that is set out above.

Instructors signature.....

Print name.....

AND

Carla Rose signature.....

(HulaFit Director)

Print name.....

HulaFit LTD - Company Reg: 09264442