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Overview

MW Coaching is an online platform that provides awesome sporting & outdoor activities for kids.

Sports and Outdoors Release:

As a participant in MW Coaching activities, I realize that inherent dangers exist. While in good health and able to fully participate in such activities, I realize my child's participation may result in illness or injury due to accidents, the forces of nature or other unforeseen causes. Such illness or injury may include disease, strains, sprains, fractures, dislocations, paralysis and/or death. By participating, I hereby and knowingly assume all risk resulting from these activities. On behalf of myself, my family or other personal representatives I hereby agree to release, hold harmless and indemnify MW Coaching from any and all claims and lawsuits for daily injury, property damage, loss of services etc. which may result from my child's participation in the above mentioned activities, regardless of whether or not these claims or suits arise from participant , any other person involved or from any other cause.

Use material for promotional purposes:

I/We hereby give permission to MW Coaching to use pictures and videos of the players/students to promote future events organized by MW Coaching.

Terms of use of MW Coaching website

These Terms of Use apply on each and every use by any visitor and/or user of the MW Coaching website .

By using the MW Coaching Website and any services accessible from MW Coaching Website, the visitor/user agrees to be bound by the following terms and conditions ("Terms of Use"). If you do not agree to these Terms of Use, you may not visit or use the MW Coaching Website, and you are required to leave MW Coaching Website.

Ownership of content

The copyright on the content of MW Coaching Website, and all MW Coaching trademarks appearing on the MW Coaching Website, belong to Deportes Limited.

Privacy

By using the MW Coaching Website, you acknowledge irrevocably that you have read and that you accept MW Coaching's Privacy Policy. You consent to the processing of your personal data by MW Coaching and/or its assignees in accordance with that Privacy Policy Statement.

General practices regarding use; Acceptable use policy; Breach

MW Coaching reserves the right to limit, suspend or terminate your access and use of MW Coaching Website at any time without notice. MW Coaching makes no guarantee that the MW Coaching Website will be error free. MW Coaching reserves the right to suspend or withdraw the whole or any part of any MW Coaching Website at any time without notice and without incurring any liability. You may create links to MW Coaching Websites from other respectable websites. MW Coaching reserves the right to investigate and prosecute breaches of any of these Terms of Use to the full extent of the law. You consent to MW Coaching disclosing your identity and personal information to relevant authorities to the extent considered desirable in the investigation of any actual or suspected criminal offenses. MW Coaching may cooperate with law enforcement authorities in prosecuting users who violate these Terms of Use. You acknowledge that MW Coaching has no obligation to pre-screen or monitor your access to or use of MW Coaching Websites or any information, materials or other content provided or made available through MW Coaching Websites, but has the right to do so. You hereby agree that MW Coaching may, in the exercise of MW Coaching' sole discretion, remove or delete any entries, information, materials or other content that violates these Terms of Use.

Your account

In order to open an account on MW Coaching Website and enjoy services available on MW Coaching Website, you must register ('Sign up') with MW Coaching with your email and provide any information required by MW Coaching during the registration process. You are responsible for maintaining the accuracy of this information, and for the security of your account and password. MW Coaching will not be liable for any loss or damage arising from your failure to

comply with this responsibility. You are also responsible for any content that you may post on MW Coaching Websites and for all activity that occurs under your account. Your account is personal and may not be used by third parties. You must: (i) notify MW Coaching immediately of any unauthorized use of any password or Account or any other known or suspected breach of security; and (ii) use reasonable efforts to immediately stop any unauthorized activity that is known to or suspected by you.

Prohibited use

You may not:

- upload, post, email, transmit or otherwise make available any information, materials or other content that is illegal, threatening, abusive, harassing, defamatory, obscene, pornographic, racist or offensive; that advocates violence; or that infringes another's rights, including any intellectual property rights;
- use The MW Coaching Website:
 - o for any fraudulent purpose
 - o for the purpose of harming or attempting to harm minors in any way
 - o knowingly transmit any data, send or upload any (material that contains) viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
- obtain, collect, store or modify personal information about other users without prior written consent;
- upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
 - modify, adapt or hack MW Coaching Website
 - access without authority, interfere with, damage or disrupt:
 - o any part of the MW Coaching-website,
 - o any equipment or network on which a MW Coaching-website is stored,
 - o any software used in the provision of the MW Coaching-website, or

o any equipment or network or software owned or used by any third party; or

o during any use of any of the MW Coaching Websites, violate any laws in any relevant jurisdiction. Recognizing the global nature of the Internet, you will comply with all local rules regarding online conduct.

Comments

In the course of using the MW Coaching Website, you may provide MW Coaching with comments, including but not limited to suggestions and observations concerning errors, problems and defects, as well as any other issues. You hereby grant MW Coaching a worldwide, irrevocable, perpetual, non exclusive, royalty-free, transferable and sub-licensable right to use, copy, modify, distribute, display, translate, perform, create derivative works from, sub-license and otherwise exploit any and all such comments.

Modifications to MW Coaching Website and Terms of Use

MW Coaching reserves the right to modify or discontinue, temporarily or permanently, the MW Coaching Websites(or any part thereof), or your access to all or any part of the MW Coaching Website, with or without notice at any time. MW Coaching shall not be liable for any modification, suspension or discontinuance of the MW Coaching Website. MW Coaching reserves the right to change these Terms of Use by posting changes on this page of the MW Coaching Website. By using the MW Coaching Website, you are bound by any such revisions and should therefore periodically visit this page to determine the then-current Terms of Use to which you are bound.

Links

MW Coaching Website may provide or permit links to other Websites or resources. Because MW Coaching has no control over such Websites and resources, MW Coaching does not guarantee any availability of any such website and/or resource and MW Coaching does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such Websites or resources. Your business dealings with any third parties through MW Coaching Website, including payment for and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. MW Coaching shall not be responsible or liable, directly or indirectly, for any damage or loss caused

or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such Website or resource.

Disclaimer of warranties

Use of any of the MW Coaching websites is at your sole risk. The MW Coaching website and its content are provided for use on an “as is” and “as and if available”-basis. MW Coaching makes no warranties regarding any of the content on the MW Coaching website.

Indemnification

You will indemnify and hold MW Coaching its subsidiaries, affiliates, officers, agents, cobranderers or other partners and employees harmless from any claim or demand,

including reasonable attorney fees, made by any third party due to or arising out of your use of the MW Coaching Website, your connection to the MW Coaching Website, any breach by you of these Terms of Use, and/or any violation by you of any rights of a third party.

You are solely responsible for his or her actions when using the MW Coaching Website, including, but not limited to, costs incurred for Internet access. MW Coaching reserves the right, at its own expense, to assume the exclusive defense and control of any matter for which you are required to indemnify MW Coaching, and you will cooperate with MW Coaching’s defense against any such claim.

Limitation of Liability

In no event shall MW Coaching or its employees, agents, suppliers or contractors be liable for any damages of any nature, including without limitation any consequential loss, damages for loss of income or profit, loss of or damage to property, loss of goodwill, use, data or other intangible losses, claims of third parties, or any other loss, cost, claim or expense of any kind or character arising out of or in connection with the use of the MW Coaching Website, the content or any website with which it is linked.

Applicable law and jurisdiction; invalidity; section titles

These Terms of Use are governed by and construed in accordance with the laws of Kenya. Any dispute shall be submitted to the exclusive jurisdiction of the court competent in the place of business of MW Coaching. Any failure of MW Coaching to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, MW

Coaching may in a different way give effect to her intentions as reflected in the provision, and the other provisions of these Terms of Use remain in full force and effect. The section titles in these Terms of Use are for convenience only and have no legal effect.

General terms of MW Coaching concerning online booking

Anybody making a booking through MW Coaching is bound to these General Terms. The online booking service provided by MW Coaching is free for Participants. The person who takes part, or intends to take part, in a course that is the object of a booking is the "Participant";. The Participant will provide truthful information at the time of booking; the Participant may be expelled forthwith from the course at any time should said information prove to be a misrepresentation.

Booking a course/session/subscription/event

Once any course is chosen by the Participant, the Participant can then book for the course immediately through MW Coaching.

The booking may be rejected and/or not executed by either MW Coaching for the following reasons:

- The Participant cannot be reached for more than one month;
- The Participant provided untruthful information during the online booking;
- The course is oversubscribed, not running or deemed unsuitable for the Participant;
 - There are practical reasons for rejection of the booking;

The booking is deemed to be unsuitable for any other reasons.

Once a booking is received, MW Coaching will email a confirmation of the booking. This leads to a contract between the Participant and MW Coaching. MW Coaching carries an obligation to make her best effort, not an obligation to procure any result. You may make changes to the Personal Training program that your child wishes to attend. Changes can be made online up to 10 days prior to the commencement date of the program. In the event that you wish to change your program to a future date or sport, you may do so free of charge, however it will be subject to availability.

INSURANCE

Please ensure your child has up to date medical Insurance.

FIRST AID

In the event of an accident, first aid will be administered to children in our care, and the emergency services will be called if necessary, unless advised to the contrary. During our weekly sessions and private lessons, essential medication must be handed in to MW Coaching staff for safe-keeping.

Child protection

MW Coaching is committed to safeguarding and promoting the welfare of children and young people. MW Coaching welcomes all children regardless of their ability, race or religion. Each child attending our program is of equal value and is entitled to equal opportunity. We operate a zero tolerance policy to discrimination or bullying of any kind.

Special needs

It is our policy not to exclude any child due to special needs, wherever possible. The needs of each child vary, decisions are made on a case-by-case basis, depending on the level of support each individual child requires to enable them to fully participate in and enjoy activities at MW Coaching. We request that parents of children with special needs contact our Head Coach to discuss how we can best accommodate their child, and consider whether any special arrangements need to be made.

Child exclusion

On rare occasions, a child proves incompatible with the general well-being of our program e.g. bullying, disruptive or aggressive behaviour, special needs not previously disclosed to management. We reserve the right to exclude such children. No refund will be made for any remaining days booked, and any costs associated with the exclusion, including transport home, will be the parent's responsibility.

Payment

Payments to MW Coaching are made by Parents on behalf of their children.

MW Coaching reserves the right to revise its fee upwards or downwards, without notice.

Payments are made online via debit/credit card or mobile money.

A fixed service charge of 4% per transaction.

Cancellations & Refund Policy:

Requests made less than 10 days prior to the payment in a formal written email to us will be fully refunded minus an administration fee of 250 Ksh. However if the cancellation request is received after 10 days from payment no refund will be given. We reserve the right to cancel any program and to decline to accept any person. Once you have confirmed your weekday, weekend or private lesson by making payment, no cancellations or refunds will be allowed including for late arrival or early departure of a program regardless of whether you have commenced your lessons.

Reviews

Only customers who have participated in an activity via MW Coaching website will be allowed to write a review.

MW Coaching will not accept reviews which include:

- Profanity, sexually explicit, hate speech, discriminatory, threats, violence
 - Mention of full names, personal attack towards the staff
 - Promoting illegal activities (e.g. drugs, prostitution)
 - Politically sensitive comments

Changes of Terms

MW Coaching reserves the right to change these Terms.

Disclaimer

MW Coaching is not liable or responsible in case:

- the Participant is unable to attend the course/session/camp for personal reasons;
- of any other reasons out of MW Coaching' control.

Damages

MW Coaching is not liable for any damages or injury caused to or by the Participant.

Applicable law and Jurisdiction

These Terms are governed by the laws of Kenya. All disputes arising out of or in connection with these Terms shall be subjected to the exclusive jurisdiction of the courts of MW Coachings' place of business.

Data protection

MW Coaching' Privacy Policy is applicable.

*You must accept these policies online in order to progress with your registration