Terms and conditions

1. Overview

By accessing and using this service, you accept and agree to be bound by the terms and provision of this agreement. In addition, when using these particular services, you shall be subject to any posted guidelines or rules applicable to such services. Any participation in this service will constitute acceptance of this agreement. If you do not agree to abide by the above, please do not use this service.

2. Eligibility

The eligibility of a student for this course is limited only to the students willingness and readiness to participate fully in the online modules and pass all online tests, written assessments, attend all practical workshops and pass both final practical assessments. The course must be completed within 6 months* of signing up.

3. Course Fees

| Description | Fee |
|--|--------|
| FFS Academy Enrolment | €2,799 |
| Deferral of course start date >28 days from start | €0 |
| Deferral of course start date 14-28 days from start | €50 |
| Deferral of course start date <14 days from start date | €100 |
| Repeat Theory Exam | €40 |
| Repeat Practical Exam | €100 |
| Olympic Lifting Workshop | POA |
| Animal Flow Workshop | POA |
| S&C Workshop | POA |
| Business Preparedness Workshop | POA |
| Kettlebell Instructor Workshop | POA |

4. Registration & Payments

^{*}Exceptional circumstances may warrant an extension

Registration is completed through the FFS Academy section of www.ffs.ie/Academy in the 'register now' section. Registration is quick and simple. Payment can be made through our online payments portal, by cheque made payable to 'Fitter Faster Stronger Ltd.' or by cash and you have 2 payment options:

| Full upfront payment | €2,799 |
|----------------------|--|
| 50/50 payment | €1,399 now and balance prior to commencing course. |

5. Qualification Details

Awarding Organisation For Accredited Qualifications (AOFAQ) & Ereps (European Register of Exercise Professionals.

Ereps Accredited

Fitness Instructor Level 3 - EQF (European Qualification Framework)

Personal Trainer Level 4 - EQF (European Qualification Framework)

Students will be qualified to work as a personal trainer and fitness instructor in Ireland and Europe immediately after successful completion of course.

6. Workshops Locations

6.1. The location of the workshops and practical assessments will be in Lower Leeson street, Dublin, buildings 34 & 47, in FFS Gyms Ltd. Theoretical workshops (1,5,6,7,8) will typically be held in 34 Leeson Street and practical workshops (2,3,4) will be held in 47 Leeson Street. Practical assessments will also be held in 47 Leeson Street. There will be no onsite canteen facilities in either location, however there are numerous amenities in the locality. There are water coolers, toilets, and showers available in both locations for students. There is no parking onsite however there is free parking in designated spaces just off Fitzwilliam sq. (read signs) or pay and display parking in the locality or Q-Park in St. Stephens Green. There is free on street parking in the bus lanes directly outside the gym on Sundays for workshops on those days. Above locations are only examples based on local knowledge. FFS has no responsibility for any damage or theft to your property while parked in these locations. FFS is based in basement units on Leeson Street which have steps only for entry and planning is beyond our control. If you have any specific accessibility needs please notify us in advance and we will do everything in our power to facilitate you.

7. Academy Materials

Students will need to bring sufficient learning materials to gain the most benefit from the course. Notebook, Pen, and Highlighter would be essential. For workshop days where there is a practical element and students need to wear suitable training gear i.e. t-shirt, shorts, lycra gear, runners.

Students who do not have appropriate clothing or footwear to train in <u>will not be allowed to partake</u> further in workshop unless it is due to reasons beyond their control.

8. <u>Cancellation Policy</u>

An item may be cancelled up until payment has been processed. Once payment has been processed, the buyer is responsible for payment. If a student chooses to cancel the course after payment is made see refund policy in **Section 9.**

9. Refund policy

Cancellations ahead of the course, after payment has been made will be entitled to refunds* as per the following:

- 6-8 weeks from start date will receive a 75% refund
- 4-6 weeks from start date will receive an 50% refund
- 0-4 weeks from start date will receive a 25% refund

*Any other refund of any type is completely at the discretion of the FFS Academy management and may be considered based on extenuating circumstances.

10. Attendance Policy

As the FFS Academy has a majority of web based learning and only several days of workshops, there is a 100% attendance policy in place. To clarify, students must attend 100% of workshops to be eligible to partake in practical assessments and complete the course. Failure to attend 100% of workshops within 6 months of start date, barring any extenuating circumstances, will result in withdrawal from the course without refund of any course fees. Any decision outside of these boundaries is solely at FFS Academy management discretion and will be determined on a case by case basis.

11. Examination Policy

The pass rate for written assessments will be 85%. This is in line with the high standards set at the FFS Academy. We will equip you with everything you need to achieve >90%. The FFS Academy does not want to attract students who want to be spoon fed, we want students who are passionate, willing to work hard and want to be the best personal trainers that they can be. "Scraping by" will not be acceptable. Students who do not pass their written exams will have the option to restudy and resit exams subject to a resit fee as outlined in **section 3**. Practical assessments are observational in nature and discretion of the assessor on duty as to whether the student has sufficiently demonstrated the skills and expertise to obtain a pass mark. If you feel that there was inconsistency in the marking process or that you have been unfairly marked leading to a fail grade, you may appeal this with FFS Academy and an Internal Reviewer will investigate from there. E-Mail Academy@ffs.ie

12. Results Process

Assessors, upon completion of final practical assessment, will submit results of assessment and notes to be audited by the examination committee. At this stage the Head of the FFS Academy will communicate the students final result. Subject to passing all said assessments students will receive certificates in the post as soon as available. A soft copy of the certificate will be available sooner and will be emailed to the student to use the certificate number to obtain insurance in the industry allowing them to obtain employment immediately if desired.

13. Complaints Process

Any complaints about our services or products may be sent to our support team: Academy@ffs.ie.

There is no guarantee of a resolution, however we at FFS take complaints very seriously and will endeavour to reach a resolution as quickly as possible. Each case will be looked at individually and you will receive a response within 5 working days of original date of complaint in line with CPC. If a complaint is not resolved within 5 working days a further investigation will be carried out and a further response will be issued within 20 days of your original date of complaint. If further investigation is needed after 20 days a final response on the complaint will be made within 40 days from the original date of complaint. We will endeavour to ensure complaints are followed up as promptly and professionally as possible.

14. Fitter Faster Stronger Ltd. Online Privacy Policy

Fitter Faster Stronger Ltd. and its wholly-owned subsidiaries (collectively "Fitter Faster Stronger Ltd.") believe that privacy is important to the success and use of the Internet. This statement sets forth Fitter Faster Stronger Ltd. policy and describes the practices that we will follow with respect to the privacy of the information of users of this site. Should you have any questions about this policy or our practices, please send an E-Mail to Academy@ffs.ie or write to us at:

Fitter Faster Stronger Ltd. 34 Lower Leeson Street Dublin 2

You can also call us at 01-6611008

14 What Personal Information we collect

Fitter Faster Stronger Ltd. collects your personal information online when you voluntarily provide it to us. If you choose to register online, we ask you to provide limited personal information, such as your name, address, telephone number and/or email address. We also collect information that will allow you to establish a username and password for the FFS Academy.

14.1 How to Review and Change Your Personal Information

If you register for an FFS Academy account, you may review and change your personal information by logging into the Academy HQ.

14.2 How We Use Personal Information That We Collect Online

14.3.1 Internal Uses

We may use your personal information within Fitter Faster Stronger Ltd.: (1) to provide you with the services and products you request or that have been ordered and/or requested by someone acting on your behalf; (2) to answer questions about our services; billing, payment methods or use of our website; (3) to process or collect payments for our services, (4) to conduct customer surveys; and (5) to contact you about the products and services that we offer.

14.3 <u>Disclosure of Personal Information to Third Parties</u>

We will not disclose any personal information to any third party (excluding our contractors to whom we may provide such information for the limited purpose of providing services to us and who are obligated to keep the information confidential, EduFit (Subsidiary of Olive media Group Ltd.)), unless (1) you have authorized us to do so; (2) we are legally required to do so, for example, in response to a court order or other legal process and/or, (3) it is necessary to protect our property rights related to this website. We also may share aggregate, non-personal information about website usage with unaffiliated third parties. This aggregate information does not contain any personal information about our users.

14.4 Cookie Placement

Certain Fitter Faster Stronger Ltd. websites, like many other commercial sites, may use a standard technology called "cookies" to collect information about how our site is used. Cookies were designed to help a website operator determine that a particular user had visited the site previously and thus save and remember any preferences that may have been set. We may use cookies to keep track of information about your current web browsing session which will be discarded as soon as you log out or close your web browser. This information also allows us to statistically monitor how many people are using our site and for what purpose. We may also make use of "persistent or memory based" cookies, which remain on your computer's hard drive until you delete them. Examples include our use of these cookies to pre-populate forms you complete on our website based on information you have previously provided to us, enable interest-based advertising and collect information about your web browsing history. Although you have the ability to modify your browser to either accept all cookies, notify you when a cookie is sent, or reject all cookies, it may not be possible to utilize our services if you reject cookies. Fitter Faster Stronger Ltd. uses the services of Google Analytics, and may use other similar services, to collect and analyse statistical data about visitors to our website. We also use

arrange for you to see Fitter Faster Stronger Ltd. advertisements when you visit certain third party websites. These analytic and advertising services do not collect personally identifiable information. You may elect to opt out of the use of non-personally identifiable data by Google Analytics by downloading and installing an add-on to your web browser found here. You may find out more about how Google Analytics collects and processes data by visiting "How Google uses data when you use our partners' sites or apps," found here. You may also opt out of the Google AdWords service we use to serve ads, and which service also collects non-personally identifiable information, by visiting the Google Ad Settings page here.

14.5 <u>How We Protect Information Online</u>

We exercise great care to protect your personal information. This includes, among other things, using industry standard techniques such as firewalls, encryption, and intrusion detection. As a result, while we strive to protect your personal information, we cannot ensure or warrant the security of any information you transmit to us or receive from us. This is especially true for information you transmit to us via email since we have no way of protecting that information until it reaches us since email does not have the security features that are built into our websites.

In addition, we limit Fitter Faster Stronger Ltd.' employees and contractors' access to personal information. Only those employees and contractors with a business reason to know will have access to this information. We educate our employees about the importance of maintaining confidentiality of customer information.

We review our security arrangements from time to time as we deem appropriate.

14.6 How can you help protect your information?

If you are using a Fitter Faster Stronger Ltd. website for which you registered and choose a password, we recommend that you do not divulge your password to anyone. We will never ask you for your password in an unsolicited phone call or in an unsolicited email. Also remember to sign out of the FFS Academy website and close your browser window when you have finished your work. This is to ensure that others cannot access your personal information and correspondence if others have access to your computer.

14.7 <u>Links to Other Sites</u>

We want to provide site visitors valuable information, services and products. Featured programs and other site content within the Fitter Faster Stronger Ltd. site may link our users to third party sites. Fitter Faster Stronger Ltd. does not control and is not responsible for practices of any third-party websites.

14.8 <u>Note</u>

From time to time, we may change this privacy statement. For example, as we update and improve our services, new features may require modifications to the privacy statement. Accordingly, please check back periodically. This site and its components are offered for informational purposes only; this site shall not be responsible or liable for the accuracy, usefulness or availability of any information transmitted or made available via the site, and shall not be responsible or liable for any error or omissions in that information.