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You agree to defend, indemnify and hold Kinemove harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your use of the site.

PAYMENT TERMS AND CONDITIONS

The following terms and conditions (the "Terms and Conditions") apply to any Kinemove service purchased online or at any participating Club ("Kinemove") or on the Kinemove.ie website. By purchasing a Kinemove service, you agree to these Terms and Conditions. Kinemove reserves the right to change, amend or terminate the Terms and Conditions of the Kinemove services at any time with or without notice in our sole discretion.

Use of the Kinemove Web and Clubs

You may use the Kinemove Web and Clubs only to purchase eligible services including Global Memberships, Athletic Classes and others. Any member is subjected to the specific Club's rules and procedures required to maintain a safe training environment for all members. Some Athletic classes may require your own equipment for preserving an hygienic training environment.

Redemptions/Balances

Your use of the Kinemove Services is limited to the current value and time purchased. You may update your memberships as long as you want to keep them; please make sure that you do that on time to avoid a denied visit at any given Kinemove Club. Purchased Kinemove memberships and services may not be redeemed for cash.

Expiration Date/Service Charges

Services are restricted to Expiration Dates, please refer to Cancellation Policies. Kinemove Services are due to NO service charges or dormancy fees.

Misuse of the Clubs

Issuer/Club and/or Kinemove reserves the right in its discretion to suspend or terminate use of any Kinemove Service if Issuer/Club or Kinemove suspects any violent conduct or misuse of a Kinemove Service Environment or Club. Issuer/Club or Kinemove may cancel the membership/service at any time, without notice, under these circumstances.

Property Rights

The consideration paid for the Kinemove Services, including any unredeemed balances, is the property of Kinemove or the Issuer.

No Warranties

Subject to applicable law, Kinemove and Issuer/Club make no warranties, express or implied, with respect to the Kinemove Services without limitation, any express or implied warranty of merchantability or fitness for a particular purpose. Neither Issuer/Club nor Kinemove assume any responsibility for any loss of any kind arising out of your use of any Equinox Gift Card. In the event an Equinox Gift Card is not functional, your sole remedy and Issuer's and Equinox's sole liability shall be the replacement of the Equinox Gift Card at its then-current value.

Governing Law

The laws of the Commonwealth and Ireland govern the Services and the Terms and Conditions of this Agreement, without regard to choice of law principles.

Severability

If any one or more of the provisions of these Terms & Conditions shall be for any reason whatsoever held invalid, then such provisions shall be deemed severable from the remaining provisions and shall in no way affect the validity or enforceability of the other provisions of these Terms & Conditions.

Entire Agreement

Except as specifically stated otherwise, these Terms & Conditions set forth the entire understanding relating to the subject matter hereof.

Contact

For any questions or concerns regarding Kinemove Services, please email memberships@kinemove.ie.