

DISCLAIMER

This disclaimer (this “**Disclaimer**”) applies to the utilisation of content and services provided by Pam’s Metro Fit (“**Pams**”) to you on its elected streaming platform (the “**Site**”). By engaging with Pams and/or utilising the content and/or services provided by Pams to you on any platform, including the Site, you agree that you have read, understand and accept the terms of this Disclaimer.

1. Introduction

1. Pam’s conducts its business as a holistic fitness provider, providing content and rendering services through various platforms, including the Site, social media platforms and at its studio situated at 41 Glenagles Road, Greenside, Johannesburg, South Africa.
2. By accessing the content and/or services provided by Pam, on any platform, including the Site, you confirm that you are of legal age and that you have full power, capacity and authority to agree to this Disclaimer.
3. In the event that you do not agree with any aspect of this Disclaimer, please do not continue to utilise the content and/or services provided by Pams on any platform, including the Site, and/or engage with Pams.
4. It is recommended that this Disclaimer be read in conjunction with Pams terms of use/engagement and/or any other document/agreement between you and Pams, which will apply and be subject to the terms of this Disclaimer, to the extent applicable.
5. Pams reserves the right to amend this Disclaimer at any time and to publish such amended version thereof on the Site.
6. Should you have any questions relating to this Disclaimer, please contact Pams on pam.pammarsh@gmail.com or at the contact details listed on the Site.

2. Limitation of Liability, Indemnity and Disclaimer

1. Limitation of Liability

You agree that:

- 1.1. in no event will Pams be liable for any direct, indirect and/or consequential losses and/or damages incurred by you in the utilisation of the content and/or services provided by Pams on any platform, including the Site; and
- 1.2. should you incur any loss, damage and/or other liability as a consequence of, or in connection with, the utilisation of the content and/or services provided by Pams on any platform, including the Site, and such loss, damage and/or liability is determined to be solely attributable to the content and/or services provided by Pams to you, Pams liability in relation thereto will be limited to the total amount received by Pams from you in connection with the utilisation of content and/or services provided by Pams on any platform, including the Site, to you within the preceding 12 months period prior to the date of the first incident or series of connected incidents.

2. Indemnity

- 2.1. You agree that by utilising the content and/or services provided by Pams on any platform, including the Site, you indemnify Pams and hold Pams harmless against any claim, injury, demand, action, liability, loss, damage, cost and/or expense, of any nature whatsoever, incurred by you in the

utilisation of the content and/or services provided by Pams to you.

- 2.2. You agree that you utilise the content and/or services provided by Pams on any platform, including the Site, at your sole risk and that you accept any and all risks that are, or may be, attributable to your utilisation thereof, all of which you declare yourself to be familiar with.
- 2.3. You further agree to provide Pams with any assistance Pams requests in defending any action that arises and/or that is instituted against Pams in respect of this Disclaimer.

3. Indemnity

- 3.1. You agree and acknowledge that the content and/or services provided by Pams on any platform, including the Site, are provided on an “as is” basis and no warranties, of any kind ad nature whatsoever, whether express or implied, are provided in relation thereto by Pams. Without limiting the aforementioned, Pams does not represent and/or warrant to you that the content and/or services provided by Pams on any platform, including the Site, will meet your desired outcomes in the utilisation thereof and/or that same will be without any risk to you.
- 3.2. The content and/or services provided by Pams on any platform, including the Site, promote physical activity and/or general wellness, which are for your informational purposes only and are not intended to be medical advice and/or services, or for any diagnostic treatment. As such, before engaging in any of the content and/or services, it is recommended that you seek advice from a health care practitioner that you are able to perform the content and/or services provided by Pams on any platform, including the Site.
- 3.3. You agree that Pams is not responsible for any loss and/or damage of any sort incurred by you from your use of, or inability to use, the content and/or services provided by Pams on any platform, including the Site.

3. General

1. This Disclaimer has been prepared in accordance with the laws of the Republic of South Africa.
2. You agree that this Disclaimer and/or any dispute arising in relation hereto, is governed by the law of the Republic of South Africa.
3. Any failure by Pams to enforce its rights or any provision of this Disclaimer, should not be deemed to be a waiver of such rights or provision.
4. Pams cannot guarantee the full security of your personal information and such information is provided at your sole risk. Pams will not be held liable for any misuse, loss, unauthorised utilisation/disclosure/access and/or destruction of your personal information unless caused by the negligent and willful misconduct of Pam