Terms and Conditions for ShiraSculpt.com

Please read these Terms and Conditions carefully before subscribing to the ShiraSculpt.com service, operated by Shira Sculpt.

Your access to and use of the service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users, and others who access or use the service.

By accessing or using the service, you agree to be bound by these Terms. If you disagree with any part of the terms, then you may not access the service.

Last Updated: July 9, 2025

1. Subscription and Access

- **1.1. Service Description:** ShiraSculpt.com provides subscribers with access to a library of workout videos, fitness programs, blog posts, and healthy recipe content (collectively, the "Content") via our website.
- **1.2. Account Creation:** To access the subscription service, you must register for an account and provide accurate and complete information. You are responsible for maintaining the confidentiality of your account password and for all activities that occur under your account.
- **1.3. Subscription Fees:** All subscription fees are clearly stated on our website. We reserve the right to change our subscription fees at any time, with notice provided to existing subscribers. All fees are non-refundable unless otherwise stated.
- **1.4. Automatic Renewal:** Your subscription will automatically renew at the end of each billing period unless you cancel it prior to the renewal date.

2. Use of Content

2.1. Personal Use Only: All Content provided through ShiraSculpt.com is for your personal, non-commercial use only. You may not share, distribute, modify, transmit, or exploit any Content for commercial purposes without our express written consent.

2.2. Intellectual Property: All Content, including but not limited to videos, text, graphics, logos, and images, is the property of Shira Sculpt or its licensors and is protected by copyright, trademark, and other intellectual property laws.

3. Health and Safety Disclaimers (Limitation of Liability)

- **3.1. Not Medical Advice:** The Content provided by ShiraSculpt.com is for informational purposes only and is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical condition.
- **3.2. Consult Your Doctor:** Before starting any new exercise program or making significant changes to your diet, we strongly advise you to consult with a qualified healthcare professional. You should not disregard professional medical advice or delay in seeking it because of something you have read on this website.
- **3.3. Assumption of Risk:** You acknowledge that participation in any exercise program carries inherent risks, including but not limited to muscle strains, sprains, falls, and other injuries. By using ShiraSculpt.com, you voluntarily assume all risks associated with the activities and exercises presented in the Content.
- **3.4.** No Guarantees: We make no guarantees regarding the results you may achieve from using our service. Fitness and health outcomes vary widely depending on individual effort, genetics, and other factors.
- **3.5. Limitation of Liability:** To the fullest extent permitted by applicable law, Shira Sculpt, its officers, directors, employees, agents, affiliates, and licensors shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the service; (ii) any conduct or content of any third party on the service; (iii) any content obtained from the service; and (iv) unauthorized access, use, or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence), or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

4. Indemnification

You agree to defend, indemnify, and hold harmless Shira Sculpt and its licensee and licensors, and their employees, contractors, agents, officers, and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the service, by you or any person using your account and password; b) a breach of these Terms; or c) Content posted on the service.

5. Termination

We may terminate or suspend your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms. Upon termination, your right to use the service will immediately cease. If you wish to terminate your account, you may simply discontinue using the service or follow the cancellation instructions on our website.

6. Governing Law

These Terms shall be governed and construed in accordance with the laws of the Province of British Columbia, Canada, without regard to its conflict of law provisions.

7. Changes to Terms and Conditions

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion. By continuing to access or use our service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the service.

8. Contact Us

If you have any questions about these Terms, please contact us at shirafayfit@gmail.com.