



## Terms of use

The following terms and conditions govern all use of the [infinityfloat.co.nz](http://infinityfloat.co.nz) website (the "Website") and all content, services and products sold by Infinity Float Centre ("us" or "our"). Our services are offered subject to the acceptance by a user of the Services (the "User", or "you") without modification of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, our Privacy Policy) and procedures that may be published from time to time on this Website (collectively, the "Agreement").

Please read this Agreement carefully before accessing or using our Services. By accessing or using any part of the website or downloading any Infinity Float App, you agree to become bound by the terms and conditions of this agreement. If you do not agree to all the terms and conditions of this agreement, then you may not access the Website or use any services. If these terms and conditions are considered an offer by Infinity Float, acceptance is expressly limited to these terms. Infinity Float services are available only to individuals who are at least 13 years old.

- 1. Risk of Use; No Medical Advice.** You acknowledge and agree that Infinity Float does not provide medical advice or medical treatment. You undertake to use and Infinity Float services under the appropriate advice of a Licensed Physician or Health Care Provider. Infinity Float is not a licensed Health Care Provider.
- 2. Payment and Renewal.**
  - o **General Terms.** Infinity Float provides services according to a published price list. By scheduling an appointment with us, you agree to pay the published or agreed-upon price for that service. Cancellation or refund is available only according to the published Cancellation and Refunds Policy.
  - o **Automatic Renewal.** If you purchase a Membership with a specified subscription term, unless you notify Infinity Float before the end of the applicable subscription period that you want to cancel that Membership, your Membership subscription will automatically renew and you authorize us to collect the then-applicable annual or monthly subscription fee for such Membership (as well as any taxes) using any credit card or other payment mechanism we have on record for you. Membership benefits will continue for the full duration of the paid non-refunded term. Memberships can be canceled at any time by contacting [info@infinityfloat.co.nz](mailto:info@infinityfloat.co.nz)
- 3. Intellectual Property.** This Agreement does not transfer from Infinity Float to you any Infinity Float or third party intellectual property, and all right, title and interest in and to such property will remain (as between the parties) solely with Infinity Float. Infinity Float, the Infinity Float logo, and all other trademarks, service marks, graphics and logos used in connection with Infinity Float services are trademarks or registered trademarks of Infinity Float or Infinity Float's licensors. Other trademarks, service marks, graphics and logos used in connection with Infinity Float services may be the trademarks of other third parties. Your use of Infinity Float services grants you no right or license to reproduce or otherwise use any Infinity Float or third-party trademarks.
- 4. Changes.** Infinity Float reserves the right, at its sole discretion, to modify or replace any part of this Agreement. It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to the Infinity Float services following the posting of any changes to this Agreement constitutes acceptance of those changes. Infinity Float may also, in the future, add new services and/or features to Infinity Float services (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement.
- 5. Termination.** Infinity Float may terminate your access to all or any part of the Website at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this Agreement or your Infinity Float account (if you have one), you may simply discontinue using Infinity Float services. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.
- 6. Disclaimer of Warranties.** Infinity Float services are provided "as is". Infinity Float and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither Infinity Float nor its suppliers and licensors, makes any warranty that Infinity Float services will be error free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through, the Website at your own discretion and risk.
- 7. Limitation of Liability.** In no event will Infinity Float, or its suppliers or licensors, be liable with respect to any subject matter of this agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to Infinity Float under this agreement during the twelve (12) month period prior to the cause of action. Infinity Float shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.
- 8. General Representation and Warranty.** You represent and warrant that (i) your use of Infinity Float services will be in strict accordance with the Infinity Float's Privacy Policy, with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from New Zealand) and (ii) your use of Infinity Float services will not infringe or misappropriate the intellectual property rights of any third party.
- 9. Indemnification.** You agree to indemnify and hold harmless Infinity Float, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including legal fees arising out of your use of Infinity Float services, including but not limited to your violation of this Agreement.

# **Cancellation and refunds**

## APPOINTMENTS

If for any reason you cannot attend a scheduled float time, please contact us at [info@infinityfloat.co.nz](mailto:info@infinityfloat.co.nz) or by phone at [09 274 2990](tel:092742990). We will be happy to help you reschedule if the appointment time is more than 24 hours away..

Please be aware that Infinity Float reserves the right to charge for appointments cancelled less than 24 hours prior to the scheduled start time.

Please ensure that you arrive 15 minutes before your scheduled time. If a client is late (past 15 minutes) and there is an appointment scheduled immediately after the client will need to reschedule to avoid scheduling conflicts. No refund will be given. Thank you for your understanding.

## REFUNDS, REBOOKING AND EXCHANGE

If you are unhappy with any product or service obtained at Infinity Float, please let us know promptly! We want to make it right for you.

For services received on premises at Infinity Float, please let us know of any problems within 7 days; for retail products purchased, within 14 days. We will provide rebooking, exchange, service credit, or refund according to the problem (at our discretion).

Refunds are at your request: if you cancel an appointment reservation, we will assume you intend to re-book and will keep any pre-paid service credit on your account, unless you specifically request a refund.

Returns are accepted at our discretion on unopened products. Opened products may be returned for account credit.

Float sessions (including Intro 3 Pack, Memberships, Vouchers and other packs) cannot be refunded or transferred once purchased.

We limit use of some packs such as the Intro 3 Pack which can only be used by 1 person and is not sharable.

## MEMBERSHIPS

Memberships can be cancelled at any time without penalty by contacting [info@infinityfloat.co.nz](mailto:info@infinityfloat.co.nz) or by phone at [09 274 2990](tel:092742990). Membership benefits will continue for the duration of the paid unrefunded term.

Memberships will be automatically renewed until cancelled.