

# Terms & Conditions for Trainers – Staunch Trainer

**Effective Date:** 15-04-25

**Last Updated:** 15-04-25

**Legal Entity:** Staunch Health & Fitness Private Limited

**Platform:** Staunch Trainer (Mobile App & Website)

## 1. Introduction

Welcome to **Staunch Trainer**, a platform owned and operated by **Staunch Health & Fitness Private Limited** (“Company,” “we,” “us,” or “our”). Staunch Trainer is designed to empower freelance fitness trainers by connecting them with potential clients who seek personalised fitness training services.

These **Terms and Conditions** (“Agreement”) govern your use of the Staunch Trainer platform (“Platform”) as a **Trainer**. By registering and offering fitness training services through our Platform, you agree to abide by these terms.

If you **do not agree** with these Terms and Conditions, **you must not register or use Staunch Trainer**.

### 1.1 Purpose of Staunch Trainer

Staunch Trainer acts as a **technology platform** that facilitates interactions between freelance fitness trainers and clients. We do not provide fitness services directly but enable Trainers to offer their expertise to clients through structured session bookings.

- **For Trainers:** The platform provides opportunities to grow their personal training business, manage bookings, receive payments, and maintain client engagement.
- **For Clients:** It offers access to verified fitness trainers based on personal fitness goals, preferences, and availability.

## 1.2 Nature of the Relationship

- **Independent Contractor Status:** Trainers acknowledge that they are independent professionals and **not employees, agents, or representatives** of Staunch Health & Fitness Private Limited.
- **No Employment Rights:** The use of the Platform does not establish an employer-employee relationship, partnership, joint venture, or any similar affiliation.
- **Trainers Control Their Services:** Trainers have the autonomy to set their schedules, and session structures while complying with the Platform's policies.

## 1.3 Applicability of the Terms

These Terms apply to **all Trainers** who register and use Staunch Trainer. The Agreement outlines:

- Your rights and obligations as a Trainer.
- The rules for using the Platform.
- Payment, cancellation, and refund policies.
- Legal disclaimers and liability limitations.

By agreeing to these Terms, you acknowledge that **Staunch Trainer is not responsible** for any direct or indirect consequences arising from the fitness training services you provide to Clients.

## 1.4 Modifications & Updates

Staunch Health & Fitness Private Limited reserves the right to modify, update, or revise these Terms at any time. Any significant changes will be notified to Trainers, and continued use of the Platform constitutes acceptance of the revised Terms.

## 2. Trainer Eligibility & Registration

## 2.1 Eligibility Criteria

To register and offer services on **Staunch Trainer**, you must meet the following criteria:

- **Age Requirement:** You must be at least **18 years old**.
- **Professional Qualification:** You must possess **relevant fitness certifications** from a recognised institution.
- **Legal Authorisation:** You must be legally permitted to work as a fitness trainer in **India**.
- **Health & Fitness Standards:** You must be in good health and capable of conducting physical training sessions.

We reserve the right to **reject, suspend, or terminate** accounts that do not meet these eligibility criteria.

## 2.2 Registration Process

To become a **Trainer** on Staunch Trainer, follow these steps:

### 1. Sign Up:

- Download the **Staunch Trainer** mobile app.
- Provide your **full name, phone number, email ID, and address**.

### 2. Submit Professional Details:

- Upload your **fitness certifications** and details of your experience.
- Specify your **training expertise**
- Set your **availability** and preferred locations (if applicable).

### 3. Identity Verification (KYC):

- Provide a valid **Government-issued ID proof** (Aadhaar/PAN/Passport).
- Upload **bank account details** for payment processing.

#### 4. Profile Review & Approval:

- The Staunch Trainer team will review your application.
- Approved Trainers profiles will be made **active** on the Platform.
- If rejected, you will be informed of the reason and may be allowed to **reapply** with the necessary corrections.

### 2.3 Account Security & Responsibilities

Once registered, Trainers must:

- ✓ **Keep login credentials secure** and not share them with anyone.
- ✓ Ensure that all **profile details remain accurate and updated**.
- ✓ **Report unauthorised access** or suspicious activities to [Support Email].
- ✓ Not create **multiple accounts** to manipulate bookings or rankings.

Failure to comply may result in **account suspension** or **permanent removal** from the Platform.

### 2.4 Profile Visibility & Updates

- Your profile, including **name, experience, certifications, and ratings**, will be visible to Clients.
- Trainers can **edit availability and service details** from the Trainer dashboard.
- Any **misleading or false information** in your profile may lead to account deactivation.

## 3. Trainer's Rights & Responsibilities

### 3.1 Trainer's Rights

As a **Trainer** on **Staunch Trainer**, you are granted **limited access** to the Platform to provide fitness training services to Clients. However, all services must strictly adhere to **Staunch Health & Fitness Private Limited's** policies, programs, and operational guidelines. Trainers

acknowledge that their role is to deliver structured fitness programs as designed by **Staunch Trainer** and that all aspects of service delivery are governed by the Company's policies.

### 3.1.1 Limited Service Authorisation

✓ **Access to the Platform:** Trainers are granted a **non-exclusive, revocable, and limited right** to use the Platform for conducting training sessions with Clients under the conditions set forth by **Staunch Trainer**.

✓ **Program Adherence:** Trainers **must strictly follow** the workout and training programs designed by **Staunch Trainer**. Any deviations, modifications, or unauthorised personalisations are **prohibited** unless explicitly approved by the Company.

✓ **Defined Client Engagement:** Trainers may engage with Clients **only through the Platform** and strictly in accordance with the terms set by **Staunch Trainer**. **Engaging with Clients outside the Platform, accepting direct payments, or offering off-platform services is strictly prohibited** and may result in immediate account termination.

✓ **Limited Branding & Marketing:** Trainers may reference their association with **Staunch Trainer**, but must not misrepresent themselves as **partners, employees, or exclusive representatives** of the Company. Any **unauthorized marketing, solicitation, or branding** using **Staunch Trainer's** name, logo, or identity is prohibited unless pre-approved in writing.

✓ **Use of Platform Tools:** Trainers may use available features such as **session scheduling, client progress tracking, and communication tools** but only within the framework provided by **Staunch Trainer**.

✓ **Client Interaction & Restrictions:**

- Trainers may **only** interact with Clients **through the Platform's approved channels** and must ensure all communications remain **strictly professional and training-related**.

- Trainers **must not** solicit personal information or attempt to contact Clients outside of the Platform, either online or offline, without explicit approval from **Staunch Trainer**.

✓ **Restricted Control Over Services:**

- **No Pricing Control:** Trainers **do not** have the authority to set session pricing or alter the payment structure. All compensation is determined by **Staunch Trainer**.
- **No Custom Training Programs:** Trainers **cannot offer custom workout plans** or modify Company-provided programs without prior written approval.
- **No Unapproved Dietary or Supplement Guidance:** Trainers **are not permitted** to prescribe, recommend, sell, or promote **any dietary supplements, anabolic steroids, performance-enhancing drugs, or nutritional programs** unless explicitly approved by **Staunch Trainer** in writing.
- ✓ **Participation in Platform Development:** While Trainers must adhere to pre-defined programs, they **may provide feedback** for potential improvements, but implementation remains solely at the discretion of **Staunch Trainer**.
- ✓ **Complaints & Dispute Resolution:** Trainers may report **Client misconduct, policy violations, or any disputes** through the designated **Staunch Trainer support channels**. However, all final decisions regarding disputes will be made solely by **Staunch Health & Fitness Private Limited**.

### 3.1.2 No Poaching & Non-Solicitation Policy

Trainers are strictly prohibited from engaging in poaching, direct solicitation, or unauthorized client recruitment. This includes but is not limited to:

- ✗ Offering training services to Clients **outside of the Staunch Trainer Platform**.
- ✗ Encouraging Clients to **discontinue using the Platform** and work with them directly.
- ✗ Sharing personal contact details for the purpose of **bypassing the Platform's policies or payment system**.
- ✗ Promoting or advertising **competing fitness services** that are not affiliated with **Staunch Trainer**.
- ✗ Persuading Clients to cancel bookings with **Staunch Trainer** and transfer sessions to a third-party service.

**Violation of this clause will result in immediate termination of the Trainer's account and**

may lead to legal action, including but not limited to financial penalties, recovery of lost revenue, and permanent blacklisting from the Platform.

## 3.2 Trainer's Responsibilities

As a **Trainer** on **Staunch Trainer**, you agree to conduct yourself professionally and adhere to all policies and guidelines established by **Staunch Health & Fitness Private Limited**. Failure to comply with these responsibilities may result in **penalties, suspension, or permanent removal** from the Platform.

### 3.2.1 Service & Professionalism

✓ **Deliver Training as per Approved Programs:** Trainers must strictly follow the **predefined fitness programs** provided by Staunch Trainer. **No modifications, personalised plans, or deviations** are permitted without explicit approval.

✓ **Punctuality & Reliability:** Trainers must **attend all scheduled sessions on time** and, in case of unavoidable delays or rescheduling needs, **notify the Platform in advance** rather than directly informing the Client. The Platform will handle communication with the Client as per its policies. **Excessive cancellations or no-shows** may lead to **penalties, suspension, or termination** of the Trainer's account.

✓ **Professional Conduct:** Trainers must **always behave professionally** with Clients and fellow Trainers. Unethical behaviour, disrespectful communication, or misconduct will not be tolerated.

✓ **Dress Code & Appearance:** Trainers are **required to wear the designated uniform** provided or approved by **Staunch Trainer** during all **in-person training sessions**. Trainers must maintain a **professional and presentable appearance** at all times, adhering to the **dress code guidelines** issued by Staunch Trainer.

✓ **No Outside Services:** Trainers **cannot** offer personal training or additional services outside of the Platform, even if requested by the Client.

✓ **No Sharing of Personal Contact Information:** Trainers must **not** provide personal phone

numbers, social media accounts, or any other direct communication details to Clients outside of the Platform.

### 3.2.2 Compliance with Health & Safety Standards

✓ **Ensure Safe Training Practices:** Trainers must prioritise Client **safety and well-being** at all times. Exercises should be performed in a **safe and controlled manner**, ensuring that the Client's health condition is taken into account.

✓ **No Medical Advice or Unauthorised Supplements:**

- Trainers **must not** prescribe, sell, or recommend **anabolic steroids, performance-enhancing drugs, supplements, or medical treatments** unless explicitly authorised by Staunch Trainer.

- Trainers **cannot offer dietary, meal, or supplement plans** unless they are **certified nutritionists** and receive **prior written approval** from Staunch Trainer.

- Any **medical concerns** raised by a Client should be directed to a **qualified medical professional or master trainers**.

✓ **Physical Contact & Consent:**

- Any **physical adjustments or corrections** during workouts must be done **only with the Client's explicit consent**.

- Trainers must respect Clients' **personal space and boundaries** at all times.

✓ **Emergency Handling:** Trainers should be aware of basic **first aid procedures** and **must immediately seek medical help** if a Client is injured or experiences health issues during a session.

### 3.2.3 Confidentiality & Data Protection

✓ **Maintain Client Confidentiality:** Trainers must **never** disclose, share, or misuse **Client health data, progress reports, or personal information**.

✓ **No Unauthorised Recording:**

- Trainers **cannot** take pictures, record videos, or share Client sessions online without **explicit written consent**.
- Unauthorised sharing of Client progress for marketing purposes without **Platform approval** is strictly prohibited.

✓ **No Sharing of Client Contact Details:** Trainers are strictly prohibited from storing, saving, or using Clients' personal details outside of the **Staunch Trainer Platform**.

### 3.2.4 Financial & Business Ethics

✓ **Accept Platform-Determined Pricing:** Trainers **must accept the pricing set by Staunch Trainer** and cannot alter session fees.

✓ **No Off-Platform Transactions:** Trainers **must not** accept direct payments, gifts, or incentives from Clients for services rendered on or outside the Platform.

✓ **No Undermining of Staunch Trainer's Business Model:**

- Trainers **must not** discourage Clients from using **Staunch** or recommend alternative platforms.
- Any **negative or misleading statements** about the Platform to Clients or on public forums may lead to **immediate termination**.

### 3.2.5 Adherence to Platform Policies

✓ **Follow Cancellation & Refund Policies:** Trainers must comply with Staunch Trainer's **strict cancellation and refund rules**. Any attempts to manipulate these policies may result in penalties.

✓ **Respond to Client Queries Promptly:** Trainers are expected to **maintain professional communication** and address Clients' concerns in a timely manner.

✓ **Adhere to Platform Guidelines:** Any new policies, procedures, or updates issued by Staunch Trainer **must be followed immediately.**

✓ **Respect Intellectual Property Rights:** Any **workouts, training guides, or videos** provided by Staunch Trainer remain the **exclusive property of the Company** and cannot be replicated, modified, or distributed without permission.

### 3.2.6 Prohibited Conduct

Trainers must **not**:

✗ Engage in **harassment, discrimination, or inappropriate behaviour** toward Clients or other Trainers.

✗ Provide **false or misleading information** about their qualifications.

✗ **Sell, promote, or distribute supplements, steroids, or diet plans** without prior approval.

✗ Offer **off-platform training** or solicit Clients for personal training services outside Staunch Trainer.

✗ **Attempt to manipulate session bookings, ratings, or reviews.**

✗ Engage in **poaching, client recruitment, or solicitation of business outside the Platform.**

✗ **Publicly defame or criticise Staunch Trainer** in a way that harms its reputation.

Violation of these rules may result in:

🚨 **Warnings for minor infractions.**

✗ **Temporary suspension for repeated violations.**

🚫 **Immediate termination for serious breaches of conduct.**

⚖️ **Legal action if non-compliance results in financial loss or damage to Staunch Trainer's reputation.**

## 4. Platform Usage & Restrictions

This section outlines the **permissible and prohibited** use of the **Staunch Trainer** platform by Trainers. By using the platform, Trainers **agree to comply** with these rules and regulations.

#### 4.1 Authorised Use of the Platform

Trainers may use the Staunch Trainer platform **only for the following purposes**:

- ✓ Conduct **approved fitness training sessions** according to the guidelines provided by Staunch Trainer.
- ✓ **Access and manage bookings** via the platform's scheduling system.
- ✓ **Communicate with Clients** solely through the Platform's approved messaging tools (if applicable).
- ✓ Track Client **progress** as per Platform-defined reporting structures.
- ✓ Use Platform-provided resources for training, including videos, workout plans, and other instructional materials.
- ✓ **Report issues** such as technical difficulties, Client misconduct, or policy violations through the designated support channels.

#### 4.2 Prohibited Use of the Platform

Trainers **must not**:

- ✗ **Bypass the Platform for Direct Engagement**: Trainers are **strictly prohibited** from soliciting or accepting bookings, payments, or training requests outside the Platform.
- ✗ **Share Personal Contact Information**: Trainers must not provide personal phone numbers, email addresses, social media accounts, or any other direct communication channels to Clients.
- ✗ **Modify or Customise Training Programs**: Trainers must strictly adhere to Staunch Trainer's structured programs **without making unauthorised changes** or offering custom training unless explicitly approved.

✗ **Engage in Unapproved Marketing or Promotions:** Trainers cannot advertise **external businesses, personal fitness services, or competing platforms** to Clients.

✗ **Misrepresent Qualifications or Services:** Trainers must not provide false information regarding their expertise, certifications, or professional background.

✗ **Record or Share Client Sessions Without Consent:**

- No unauthorised photography, audio recording, or video recording of training sessions.
- Trainers cannot share **Client fitness progress, results, or testimonials** without explicit **written approval** from both the Client and Staunch Trainer.

✗ **Tamper with Platform Systems:** Trainers must not manipulate **bookings, ratings, or reviews**, or engage in any form of fraudulent activity.

✗ **Disrupt Platform Operations:** Trainers must not engage in actions that cause technical issues, hinder platform performance, or create a negative user experience.

✗ **Use the Platform for Personal or Third-Party Gain:** Trainers cannot use Staunch Trainer to **recruit Clients for personal businesses**, multi-level marketing schemes, or unauthorised third-party services.

### 4.3 Compliance & Monitoring

✓ **Activity Monitoring:** Staunch Trainer reserves the right to **monitor Trainer activities** to ensure compliance with platform policies. This may include reviewing bookings, Client feedback, and communications made through the Platform.

✓ **Periodic Audits:** Trainers may be subject to periodic reviews, including **performance assessments, compliance checks, and quality control measures**.

✓ **Reporting Violations:** If a Trainer becomes aware of any misconduct or violations by other Trainers or Clients, they must report the issue through the **Staunch Trainer support system**.

### 4.4 Consequences of Policy Violations

Any violation of these **Platform Usage & Restrictions** policies may result in:

⚠ **Warning for minor infractions.**

✗ **Temporary account suspension for repeated violations.**

⊘ **Permanent removal from the platform for severe breaches.**

⚖️ **Legal action in case of financial loss, fraud, or reputation damage to Staunch Trainer.**

## 5. Cancellation, Rescheduling & Refund Policies

This section outlines the rules and guidelines regarding the **cancellation, rescheduling, and refund policies** for Trainers using the **Staunch Trainer** platform. Trainers are required to adhere strictly to these policies, and failure to comply may result in penalties, suspension, or removal from the Platform.

### 5.1 Trainer-Initiated Cancellations & Rescheduling

✓ **Notification to the Platform:** If a Trainer is unable to attend a scheduled session, they must **inform Staunch Trainer via the Platform in advance**. Trainers **must not** cancel or reschedule sessions directly with Clients.

✓ **Advance Notice Requirement:**

- Trainers must notify the Platform **at least 12 hours before** the scheduled session.
- Excessive cancellations without valid reasons will be monitored and may result in penalties.

✓ **Rescheduling Requests:**

- If a Trainer wishes to **reschedule a session**, the request must be sent through the Platform.
- Rescheduling is subject to **Platform approval**, and in some cases, Clients may be given the option to accept or decline the reschedule.

✓ **Failure to Notify:**

- If a Trainer **fails to notify the Platform** and does not show up for a session, it will be considered a **no-show**.
- Repeated no-shows may result in **account suspension penalties or termination**.

## 5.2 Client-Initiated Cancellations & Rescheduling

✓ **Client Cancellations:** Clients may cancel a session based on **Staunch Trainer's cancellation policy**, which is pre-defined and **not controlled by the Trainer**.

✓ **Refunds or Session Adjustments:**

- If a Client cancels **within the allowed timeframe**, they may be eligible for a **rescheduling option**, as determined by Staunch Trainer.

- Trainers **must not discuss** refunds with Clients; all refund-related matters will be handled by the **Platform's support team**.

✓ **Last-Minute Client Cancellations:** If a Client cancels **at the last minute**, the Platform may decide whether the Trainer is still eligible for compensation, depending on policy terms.

## 5.3 No-Show Policy

✗ **Trainer No-Shows:** If a Trainer **fails to attend** a session without prior notice, it will be recorded as a **no-show**.

✓ First offence: **Formal warning** issued to the Trainer.

✓ Second offence: **Temporary suspension** from accepting new sessions.

✓ Repeated offences: **Permanent removal from the Platform**.

✓ **Client No-Shows:** If a Client does not attend a scheduled session, the Platform will determine whether the Trainer is still eligible for full or partial compensation.

## 5.4 Emergency Situations & Exceptions

✓ In case of **genuine emergencies** (e.g., medical emergencies, unavoidable circumstances), Trainers may request **consideration for waiving penalties** by providing valid proof.

✓ Approval for exceptions is at the **sole discretion of Staunch Trainer**.

## 5.5 Consequences of Violation

⚠ **Warning for occasional violations.**

✖ **Financial penalties or loss of session payments** for excessive cancellations.

⊘ **Suspension or removal** from the Platform for repeated violations.

⚖ **Legal action** if fraudulent cancellations result in loss or damages to Staunch Trainer.

## 6. Trainer Code of Conduct & Ethics

This section outlines the professional and ethical standards that Trainers must adhere to while using the **Staunch Trainer** platform. **Failure to comply with these standards may result in warnings, financial penalties, suspension, or permanent removal from the Platform.**

### 6.1 General Professional Conduct

✓ **Respect & Professionalism:** Trainers must conduct themselves with **integrity, respect, and professionalism** in all interactions with Clients, other Trainers, and the Platform's support team.

✓ **Compliance with Platform Policies:** Trainers must **read, understand, and comply** with all Staunch Trainer policies, including training guidelines, safety standards, and operational rules.

✓ **Zero Tolerance for Misconduct:**

- Any form of **harassment, bullying, discrimination, or inappropriate behavior** is strictly prohibited.

- **Sexual harassment or any physical misconduct** will lead to **immediate termination** and potential legal action.

✓ **Confidentiality & Privacy:**

- Trainers must **not disclose** any Client's personal, medical, or fitness-related information to third parties.

- Trainers must **not store or save Client data** outside the Platform.

✓ **Safe & Ethical Training Practices:**

- Trainers must ensure all workouts and exercises are **safe and suitable** for the Client's fitness level.
- Trainers must **not engage in practices that put Clients at risk of injury or harm.**

## 6.2 Dress Code & Presentation

✓ **Mandatory Uniform Policy:** Trainers must **wear the designated Staunch Trainer uniform** during all in-person and virtual sessions.

✓ **Personal Grooming:** Trainers must maintain a **clean and professional appearance** at all times.

✓ **No Unauthorised Branding:** Trainers **must not** wear, display, or promote logos or branding from **competing fitness platforms** or personal businesses while conducting sessions.

## 6.3 Ethical Business Practices

✓ **No Client Solicitation or Poaching:**

- Trainers are **strictly prohibited** from attempting to **poach Clients** for personal business.
- Trainers **must not** offer off-platform training, private sessions, or other services outside the Platform.

✓ **No Unapproved Marketing or Sales:**

- Trainers must **not promote, sell, or market** any personal products, services, or third-party businesses to Clients.
- Trainers **must not** ask Clients to follow them on personal social media, join WhatsApp groups, or engage in external communication.

✓ **No Unauthorised Supplements or Health Advice:**

- Trainers **must not** prescribe, recommend, or sell **anabolic steroids, supplements, performance-enhancing drugs, or nutrition plans** unless they are **certified dietitians or nutritionists** and have received **written approval** from Staunch Trainer.

- Trainers **must direct Clients to licensed medical professionals** for any health-related concerns.

✓ **No False Advertising:** Trainers **must not** misrepresent their skills, qualifications, or services.

#### ⊘ **No Handling of Client Valuables or Personal Belongings**

- Trainers **must not accept, request, or hold** any **cash, jewelry, mobile phones, electronic devices, wallets, keys, or any other valuables** from Clients under any circumstances.

- Trainers **must not ask for safekeeping or storage of any Client belongings** before, during, or after training sessions.

- If a Client **insists on handing over an item**, the Trainer **must politely decline** and instruct the Client to keep their belongings secured.

- Any **misuse, theft, or loss of Client valuables** in a Trainer's possession will result in **immediate termination** and may lead to **legal action**.

## **6.4 Prohibited Conduct**

### **✗ Fraudulent or Deceptive Behaviour:**

- Trainers **must not** manipulate session bookings, reviews, or ratings.

- Trainers **must not** falsify certifications or claim expertise they do not possess.

### **✗ Unauthorised Recording & Content Sharing:**

- Trainers **must not** record, share, or distribute session content, Client progress reports, or photos/videos without explicit written consent.

- Trainers **must not** use Client testimonials or before-after photos for marketing purposes unless approved by Staunch Trainer.

### **✗ Disruptive Behaviour:**

- Trainers **must not** engage in arguments, conflicts, or defamatory discussions about the Platform, its Clients, or its policies.
- Public complaints or negative statements that damage the reputation of **Staunch Trainer** may result in account termination.

## 6.5 Compliance & Consequences of Violations

✓ **Monitoring & Enforcement:** Staunch Trainer actively **monitors conduct, investigates complaints, and takes action against violations.**

✓ **Reporting Misconduct:** Trainers must report violations by other Trainers or Clients through the **official support channels.**

 **Violations may result in:**

⚠ **Formal warning for minor infractions.**

✗ **Financial penalties or temporary suspension** for repeated offenses.

🚫 **Immediate removal from the Platform** for severe breaches of conduct.

⚖ **Legal action for fraud, misconduct, or repetitional damage to Staunch Trainer.**

## 7. Intellectual Property & Content Usage

This section outlines the ownership and permitted use of intellectual property, including training materials, branding, and digital content associated with **Staunch Trainer**. Trainers must comply with these rules to avoid legal consequences, penalties, or removal from the Platform.

### 7.1 Ownership of Training Programs & Materials

✓ **Staunch Trainer's Programs are Proprietary:** All **workout programs, exercise plans, video content, instructional materials, and training methodologies** provided through the Platform are the exclusive property of **Staunch Health & Fitness Private Limited.**

✓ **No Unauthorised Modifications:**

- Trainers **must not alter, modify, or create derivative works** based on Staunch Trainer's programs.
- Any suggested modifications must be **submitted for approval**, and only Staunch Trainer may authorize changes.

✓ **No Redistribution or Unauthorised Use:**

- Trainers **cannot** copy, distribute, share, or resell Staunch Trainer's content outside the Platform.
- Trainers **must not** use Platform content for **personal business, third-party training, or external coaching services**.

✓ **Limited License for Use:** Trainers are granted a **limited, non-exclusive, revocable right** to use Staunch Trainer's programs **only while actively engaged** on the Platform. If a Trainer's account is **suspended or terminated**, this license is immediately revoked.

## 7.2 Trainer-Generated Content

✓ **Ownership of Original Content:** If Trainers create **original content**, such as instructional videos or exercise demonstrations, they retain ownership **but grant Staunch Trainer a non-exclusive, royalty-free license** to use, promote, or distribute it on the Platform.

✓ **Restrictions on Personal Use:**

- Any content shared on **Staunch Trainer's Platform** remains available for use by the Company even if the Trainer discontinues their services.
- Trainers **must not** repurpose or reuse content created for Staunch Trainer on competing platforms **without written approval**.

✓ **Client Progress & Testimonials:**

- Trainers **must not** publish, share, or repurpose **Client testimonials, fitness progress photos, or private session recordings** without **written consent from the Client and Staunch Trainer**.

- Any content related to Client progress remains the property of **Staunch Trainer** and must be used only within the Platform.

### 7.3 Use of Staunch Trainer Branding

#### ✓ Limited Use of Staunch Trainer Name & Logo:

- Trainers **may reference** their affiliation with Staunch Trainer **only within approved limits** (e.g., in professional bios, resumes, or LinkedIn profiles).
- Trainers **must not** use the Staunch Trainer logo, brand identity, or trademarks **for personal promotion, business cards, advertisements, or third-party services** without prior written approval.

#### ✓ No Unauthorized Representation:

- Trainers **must not claim** to be employees, partners, co-founders, or official representatives of Staunch Trainer.
- Trainers must **not mislead Clients** into believing they offer services **independent of the Platform**.

### 7.4 Consequences of Violations

Any unauthorised use, reproduction, or distribution of **Staunch Trainer's intellectual property** may result in:

⚠ **Formal warnings for first-time violations.**

✗ **Financial penalties or immediate removal from the Platform** for repeated offenses.

🚫 **Permanent account ban and blacklisting** for serious violations.

⚖️ **Legal action for unauthorised commercial use or infringement of intellectual property rights.**

## 8. Termination & Account Suspension

This section outlines the conditions under which **Staunch Trainer** may suspend or terminate a Trainer's account, as well as the Trainer's rights regarding voluntary account deactivation.

**Failure to comply with platform policies, unethical conduct, or breach of contract may result in immediate termination without prior notice.**

## 8.1 Grounds for Suspension or Termination

A Trainer's access to the **Staunch Trainer** platform may be suspended or permanently terminated under the following conditions:

### 8.1.1 Violation of Platform Policies

**✗ Repeated Non-Compliance:** Trainers who violate **any of the terms outlined in this Agreement** multiple times, despite warnings, may face **account suspension or termination**.

**✗ Breach of Code of Conduct:** Trainers engaging in **harassment, misconduct, inappropriate behavior, or discrimination** against Clients, other Trainers, or Platform staff will face **immediate removal**.

#### **✗ Unauthorised Contact with Clients:**

- Trainers who **attempt to poach Clients**, bypass the Platform's payment system, or engage Clients outside of **Staunch Trainer** will face **permanent termination**.
- Soliciting Clients for off-platform sessions is considered **a serious violation** and may result in **legal action**.

**✗ Unauthorised Modifications to Training Programs:** Trainers who **alter, sell, or distribute** Staunch Trainer's proprietary fitness programs without approval will have their accounts permanently revoked.

#### **✗ Excessive Cancellations & No-Shows:**

- If a Trainer **fails to show up for multiple scheduled sessions** without valid justification, the Platform may suspend or terminate the account.

- A pattern of last-minute cancellations may also result in penalties.

**✗ Use of Unauthorised Supplements, Anabolic Steroids, or Diet Plans:** Trainers who **recommend, prescribe, or sell** dietary supplements, steroids, or unapproved meal plans without certification and Platform approval **will be permanently banned**.

**✗ Fraudulent or Deceptive Conduct:**

- Falsifying qualifications, certifications, or work experience.
- Manipulating ratings, reviews, or bookings for personal gain.
- Attempting to gain unfair advantages through fake accounts, false bookings, or third-party influence.

**✗ Intellectual Property Infringement:**

- Trainers who **use, copy, or distribute** Staunch Trainer's workout programs, brand materials, or confidential content outside of the Platform **without written approval** will face **immediate termination and legal action**.

## 8.2 Immediate Termination Cases

**⊘ The following violations will result in immediate and permanent account termination without warning:**

- Engaging in **fraudulent activities**, including fake bookings, false transactions, or manipulation of earnings.
- **Sexual harassment, physical misconduct, or any inappropriate behaviour** towards Clients or fellow Trainers.
- Encouraging Clients to leave Staunch Trainer or **soliciting personal business** outside of the Platform.
- **Threats, abuse, or defamatory actions** against Staunch Trainer, Clients, or other Trainers.
- **Serious safety violations** that put Clients at risk of injury.

Upon termination, Trainers **will lose all access** to their accounts, including **past bookings, Client records, and any pending earnings**.

### 8.3 Trainer-Initiated Account Deactivation

✓ **Voluntary Account Deactivation:** Trainers may request to **deactivate their account** at any time by submitting a formal request through **Staunch Trainer's support system**.

✓ **Pending Commitments:**

- Trainers who **wish to deactivate their account** must first complete all **scheduled sessions** before deactivation is approved.

- **Outstanding obligations** (e.g., unresolved disputes, pending Client sessions) **must be cleared** before the account can be officially deactivated.

✓ **Reactivation Policy:**

- A Trainer may request **account reactivation** after voluntary deactivation, subject to **Platform approval**.

- Trainers who were **terminated due to violations cannot reapply** or create a new account.

### 8.4 Appeals & Dispute Resolution

✓ **Trainers can appeal a suspension or termination** by submitting a written request to Staunch Trainer's support team within **7 days** of the suspension.

✓ Staunch Trainer **reserves full discretion** in deciding whether to reinstate a suspended or terminated account.

### 8.5 Consequences of Termination

⚠ **Warning for minor infractions.**

✗ **Temporary suspension for repeated policy violations.**

⊘ **Permanent removal for severe breaches of contract.**

⚖️ **Legal action in cases involving fraud, misconduct, or damage to Staunch Trainer's business.**

## **9. Limitation of Liability & Disclaimers**

This section defines the **extent of liability** that **Staunch Health & Fitness Private Limited** assumes regarding the use of the **Staunch Trainer** platform. It also includes **disclaimers** that protect the Platform from legal claims arising from Trainer activities.

### **9.1 Limitation of Liability**

✓ **Platform as a Facilitator:** **Staunch Trainer** is a **technology platform** that **connects Trainers with Clients**. The Platform does **not directly provide** fitness training services, nor does it **supervise, monitor, or control** the sessions conducted by Trainers.

✓ **No Liability for Trainer Actions:** **Staunch Trainer is not responsible for:**

- The quality, effectiveness, or outcome of training sessions conducted by Trainers.
- Any **injuries, accidents, or health complications** arising from training provided by a Trainer.
- Any **misconduct, misrepresentation, or negligence** by a Trainer.

✓ **No Guarantee of Earnings or Engagements:** **Staunch Trainer does not guarantee** a fixed number of Client bookings, specific earnings, or long-term engagement opportunities for Trainers. **Trainers are responsible for managing their availability and engagement levels.**

✓ **No Liability for Third-Party Losses:** **Staunch Trainer is not liable for:**

- Any **financial losses** incurred by Trainers due to **lack of bookings, cancellations, or non-payment by Clients**.
- Any **business interruptions** caused by **technical failures, outages, or disruptions in Platform operations**.

- Any **disputes between Trainers and Clients**, including disagreements over pricing, cancellations, refunds, or session quality.

✓ **Indemnification Clause:** Trainers agree to **indemnify and hold harmless Staunch Health & Fitness Private Limited** from any legal claims, demands, liabilities, damages, or expenses arising from:

- Any **personal injury, negligence, or misconduct** by the Trainer.
- Any **violation of local laws, tax regulations, or business licensing requirements**.
- Any **legal disputes** initiated by Clients due to dissatisfaction with Trainer services.

## 9.2 Disclaimers

✓ **No Medical or Health Guarantees:**

- Staunch Trainer does **not guarantee** specific fitness results, weight loss, muscle gain, or health improvements from sessions conducted on the Platform.
- Trainers **must not make medical claims** or promise health outcomes beyond their qualifications.

✓ **No Employee Relationship Disclaimer:**

- Trainers acknowledge that they are **independent service providers** and **not employees, partners, or representatives** of Staunch Health & Fitness Private Limited.
- Trainers are **responsible for their own taxes, business expenses, and legal obligations**.

✓ **No Responsibility for External Risks:**

- **Staunch Trainer is not responsible** for any **external risks** Trainers may encounter, including but not limited to:
  - **Accidents during in-person training sessions**.
  - **Theft, loss, or damage** to Trainer property during Client interactions.
  - **Legal claims arising from Trainer-Client conflicts**.

✓ **Platform Availability & Technical Limitations:**

- Staunch Trainer **does not guarantee uninterrupted service**, and technical issues, software bugs, or maintenance downtimes may affect Platform availability.
- Staunch Trainer reserves the right to **modify, suspend, or discontinue services** at any time without prior notice.

✓ **Accuracy of Information:**

- While Staunch Trainer takes steps to verify Trainer profiles and certifications, **it does not guarantee** the accuracy, completeness, or reliability of any Trainer or Client-provided information.
- **Trainers are responsible** for ensuring that their qualifications and expertise are accurately represented.

### **9.3 Exclusion of Liability for Special, Indirect, or Consequential Damages**

⊗ **To the fullest extent permitted by law**, Staunch Trainer **shall not be liable** for:

- Loss of revenue, profits, business opportunities, or goodwill due to **Trainer's use or inability to use the Platform**.
- Any **claims related to third-party services, payment gateways, or software integrations** used within the Platform.
- Any **compensation, reimbursement, or damages arising from Client dissatisfaction, disputes, or session-related issues**.

✓ In **jurisdictions where liability limitations are not enforceable**, Staunch Trainer's liability **will be limited to the minimum extent permitted by law**.

## **10. Governing Law & Dispute Resolution**

This section outlines the legal framework under which **Staunch Trainer** operates and the mechanisms for resolving disputes between Trainers, Clients, and **Staunch Health & Fitness Private Limited**.

## 10.1 Governing Law

✓ **Jurisdiction:** These Terms & Conditions shall be **governed by and interpreted in accordance with the laws of India**. Any disputes, claims, or controversies arising under these Terms shall be subject to the **exclusive jurisdiction of the courts in Bengaluru, Karnataka, India**.

✓ **Legal Compliance:** Trainers are responsible for **complying with all applicable local, state, and central laws** related to fitness services, taxation, personal liability, and consumer protection while using the Staunch Trainer platform.

✓ **Legal Proceedings:** In the event of a legal dispute, Staunch Trainer reserves the right to **pursue any legal remedies** necessary to protect its business interests, intellectual property, and contractual obligations.

## 10.2 Dispute Resolution Process

Staunch Trainer is committed to resolving disputes in a **fair and efficient manner**. Trainers agree to follow the **mandatory dispute resolution process** before initiating any legal action against Staunch Trainer.

### ✓ **Step 1: Internal Resolution**

- Trainers must first report any disputes, concerns, or grievances to **Staunch Trainer's support team** at [support email/helpline].
- The support team will review the complaint and attempt to resolve the issue within 30 **business days**.

### ✓ **Step 2: Mediation (If Unresolved)**

- If the dispute is not resolved internally, both parties agree to participate in **good faith mediation** before taking legal action.
- The mediation will be conducted by a **mutually agreed-upon mediator** or a professional arbitration service in India.

- Each party will bear its own costs for mediation, unless otherwise agreed.

#### ✓ **Step 3: Arbitration (If Mediation Fails)**

- If mediation does not lead to a resolution, the dispute shall be referred to **binding arbitration** in Bengaluru, Karnataka, in accordance with the **Arbitration and Conciliation Act, 1996**.
- The decision of the arbitrator shall be **final and binding on both parties**, and no further appeal shall be permitted except as required by law.
- The arbitration shall be conducted in **English**, and the arbitration award shall be enforceable in a court of law.

#### ✓ **Exceptions to Arbitration**

- Staunch Trainer may seek immediate legal remedies (such as injunctions or equitable relief) in cases involving **intellectual property violations, unauthorised use of confidential information, fraudulent activity, or repetitional damage to the Platform**.

### **10.3 Waiver of Class Action & Jury Trial Rights**

 **Trainers agree to waive any right to participate in a class-action lawsuit or a jury trial** related to disputes with Staunch Trainer.

✓ **Individual Dispute Resolution:** All disputes must be resolved on an **individual basis**, and Trainers **cannot combine claims** with those of other Trainers or Clients.

✓ **Limitation on Claims:** Any claim or dispute against **Staunch Trainer** must be filed **within one (1) year** from the date the dispute arose. **Claims filed after this period will be deemed invalid.**

## **11. Amendments & Updates to Terms**

This section outlines **Staunch Health & Fitness Private Limited's** rights to modify, update, or revise these **Terms & Conditions** and the process by which Trainers will be informed of such changes.

## 11.1 Right to Modify Terms

✓ **Staunch Trainer reserves the right** to update, revise, or amend these Terms & Conditions **at any time**, without prior notice.

✓ Modifications may be made to reflect:

- Changes in **business policies, pricing, or commission structures**.
- Updates to **legal, regulatory, or compliance requirements**.
- Improvements in **Trainer experience, Platform features, or operational processes**.

## 11.2 Notification of Changes

✓ Trainers will be **notified of significant updates** through one or more of the following methods:

- **Email notification** sent to the registered email ID.
- **In-app notification** within the Staunch Trainer platform.
- **Updated Terms available on the Platform's website or app**.

✓ Minor updates, clarifications, or administrative changes may be made **without direct notification**, and Trainers are responsible for regularly reviewing the Terms & Conditions.

✓ Continued use of the **Staunch Trainer Platform** after an update **constitutes acceptance of the revised Terms**.

## 11.3 Trainer's Responsibility to Stay Updated

✓ Trainers are expected to **review these Terms periodically** to stay informed of any changes.

✓ If a Trainer **disagrees with any amendments**, they must **immediately stop using the Platform and request account deactivation**.

✓ If a Trainer **continues using the Platform** after an update, they **automatically agree** to the revised Terms.

## 11.4 Disputes Over Amendments

✓ If a Trainer **disagrees with a major policy change**, they may submit a formal **written request for clarification** to Staunch Trainer's support team.


✓ The Platform **reserves the right** to evaluate feedback but is **not obligated to revert or modify any updates** based on individual objections.

## 12. Contact Information & Support

This section provides the official communication channels for Trainers to seek assistance, report issues, or raise concerns regarding their use of the **Staunch Trainer** platform.


### 12.1 How to Contact Staunch Trainer

✓ Trainers can reach **Staunch Trainer's support team** through the following channels:

 **Email Support:** [shamnad@staunch.fit](mailto:shamnad@staunch.fit)

 **Customer Support Helpline:** +91 9886163131

 **Website:** <https://www.staunch.fit/>

 **Office Address:** SHA MANZIL, 16/9, CHERUKODU, VILAPPIL, VILAPPILSALA PO, TRIVANDRUM, Thiruvananthapuram, Kerala, India, 695573

✓ Support is available [**mention support hours, e.g., Monday–Friday, 9 AM – 6 PM IST**].

✓ Response times may vary based on query complexity, but the Platform aims to address all concerns **within [X] business days**.

### 12.2 Reporting Issues & Complaints

#### ✓ **Technical Issues & Platform Bugs:**

- Trainers experiencing technical difficulties with the app, booking system, or account access can report issues via **email or in-app support**.
- The Platform will attempt to resolve technical issues as soon as possible but does **not guarantee uninterrupted service**.

#### ✓ **Policy Violations & Client Misconduct:**

- Trainers can report Client misconduct, harassment, or any violation of Platform policies through the official **complaint submission form**.
- Staunch Trainer will **review complaints confidentially** and take appropriate action if necessary.

#### ✓ **Dispute Resolution Requests:**

- Trainers involved in disputes over **session cancellations, misconduct allegations, or payment discrepancies** can file a **formal dispute** via the **support team**.
- The Platform will **investigate the matter** and issue a decision based on **Platform policies and evidence provided**.

### **12.3 Trainer Feedback & Suggestions**

- ✓ Staunch Trainer encourages Trainers to provide **feedback on platform features, service improvements, and operational challenges**.
- ✓ Trainers can submit suggestions via **email or in-app feedback forms**.
- ✓ While Staunch Trainer values Trainer input, all decisions on platform updates and policy changes **remain at the sole discretion of the Company**.

### **12.4 Escalation of Unresolved Issues**

- ✓ If a Trainer is dissatisfied with the initial support response, they may request an **escalation** by contacting **shamnad@staunch.fit**.

✓ The Platform will **review escalated cases within [X] business days**, but resolution remains **subject to company policies**.

## **Final Acknowledgment**

By continuing to use the **Staunch Trainer** platform, Trainers confirm that they have **read, understood, and agreed** to these Terms & Conditions. Trainers further acknowledge that non-compliance with these Terms may result in **penalties, account suspension, or termination**.

 **Last Updated: 15-04-25**