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WhichWeight Terms Of Use

Last Modified February 13, 2024

Acceptance of the Terms of Use

These terms of use are entered into by and between WhichWeight, LLC ("WhichWeight," "Company," "we," or "us"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, "Terms of Use" or "Terms"), govern your access to and use of <https://www.whichweight.com>, including any content, functionality, and services (collectively, our "Services"). offered on or through <https://www.whichweight.com> (the "Website"), whether as a guest or a registered user

Please read the Terms of Use carefully before you start to use the Website. By using the Website or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at <https://www.whichweight.com/privacy>, incorporated herein by reference. If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Website.

To use the Services, you must be (a) at least 18 years of age or (b) at least 13 years of age and your legal guardian must give WhichWeight, LLC prior express written consent to your use of the Services, as demonstrated by your legal guardian accepting these Terms on your behalf. By using the Services, you represent and warrant that you are of legal age to form a binding contract with us for yourself or



Services.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them to <https://www.whichweight.com/terms>, and apply to all access to and use of the Website thereafter. However, any changes to the dispute resolution provisions set out in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice before the date the change is posted on the Website.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

These Terms of Use remain in effect as long as you use any of our Services.

Accessing the Website and Account Security

We reserve the right to withdraw or amend the Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for both:

Making all arrangements necessary for you to have access to the Website.

Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including, but not limited to, through the use of any interactive features on the Website, is governed by our Privacy Policy at

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information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use. You may terminate these Terms at any time by notifying us at support@whichweight.com and ceasing all use of the Services. If you have an account, you must deactivate your Account by submitting a written request to support@whichweight.com. Once deactivated, your Account data may not be reinstated. If you cancel or otherwise terminate these Terms, you acknowledge that we have the right to and will retain any fees you already paid to us under these Terms.

Changes to Website

From time to time, we may, in our sole discretion, develop and provide updates to our Services, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, “Updates”). Updates may also modify or delete in their entirety certain features and functionality. You agree that we have no obligation to provide any Updates or to continue to provide or enable any particular features or functionality.

Health and Fitness Notices

To use our Services, you should be in a good general state of health. If you have knowledge of any pre-existing medical conditions, you should seek medical advice from a doctor before you use our Services. This applies, in particular and without limitation, if you have knowledge of one or more of the following medical complaints/conditions/procedures: cardiovascular disease, lung or respiratory



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constitute medical advice or a doctor's advice. The Services are not a substitute for a medical examination or treatment by a doctor. You should consult your physician before beginning a new fitness program. WhichWeight cannot offer you medical advice or injury prevention, or any other services related to exercise science or the practice of medicine. The Services are not intended to diagnose, treat, cure, or guarantee prevention of any injury or illness. It is your responsibility to consult your doctor before using the Services, engaging in an exercise program, or changing your diet. You are also responsible for taking all necessary precautions to prevent injury to yourself and others while engaging in activities related to your use of our Services. If you experience a medical emergency while using our Services, stop using the Services and consult with a medical professional. WhichWeight is not responsible for any injuries or health problems that may result from your use of the Services, nor from any training programs, competitions, or events you learn about or participate in while using the Services. YOU UNDERSTAND AND AGREE THAT THE SERVICES ARE FOR INFORMATIONAL PURPOSES ONLY AND DO NOT OFFER MEDICAL ADVICE.

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Intended Audience

This Website is intended for individuals who are (a) at least 18 years of age or (b) at least 13 years of age have received the express written consent of your legal



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You may use the Website only for lawful purposes and in accordance with these Terms of Use. You shall not use the Website:

In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).

For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.

To send, knowingly receive, upload, download, use, or re-use any material that does not comply with these Terms of Use.

To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.

To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).

To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website, or expose them to liability.

Additionally, you shall not:

Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.



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Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.

Use any device, software, or routine that interferes with the proper working of the Website.

Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.

Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.

Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.

Otherwise attempt to interfere with the proper working of the Website.

Copyright Infringement

If you believe that any contents of the website violate your copyright, please email support@whichweight.com. It is the policy of the Company to terminate the user accounts of repeat infringers, which the Company will determine in its sole discretion.

Information About You and Your Visits to the Website

All information we collect on this Website is subject to our Privacy Policy at <https://www.whichweight.com/privacy>. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Fees and Payment

You are responsible for all charges and fees associated with your use of the Services, including but not limited to all wireless and/or internet service provider fees, devices and equipment, sales taxes, and any other fees and charges necessary to access the Services. We offer the Services using fees based on specified time periods of subscribed-to Services. You agree to pay all fees



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manner and at any time.

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Refund Policy

All sales are final, and the Company does not offer any money-back guarantees. You recognize and agree that you shall not be entitled to a refund for any purchase.

Linking to the Website

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express, written consent.

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You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, any use of the Website's content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Website.

Governing Law and Jurisdiction

All matters relating to the Website and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Colorado, in each case located in the City of Denver and County of Denver, You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED TO THE EXTENT PERMITTED UNDER LAW.

Waiver and Severability

No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a



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competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between WhichWeight, LLC regarding the Website and Services and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

Your Comments and Concerns

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WhichWeight@WhichWeight.com.



WW Members Blog