TERMS AND CONDITIONS

Club Nectar — operated by Nectar Flows Ltd

Effective Date: 1 December 2026

Last Updated: 9 November 2026

These Terms and Conditions ("Terms") govern your access to and use of Club Nectar (the "Service"), an online yoga platform offering on-demand video classes, live-streamed classes, and related content and features, operated by Nectar Flows Ltd, a company registered in England and Wales under company number 14368536, whose registered office is at 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ, United Kingdom ("Nectar Flows", "Club Nectar", "we", "us" or "our").

By creating an account, accessing, or using the Service, you ("you", "your", "Member") agree to be bound by these Terms and our Privacy Policy. If you do not agree to these Terms, you must not access or use the Service.

1. Eligibility

1.1 You must be at least 18 years old to create an account and use the Service. By using the Service, you confirm that you are at least 18 years old and have the legal capacity to enter into a binding contract.

1.2 The Service is intended for personal, non-commercial use.

1.3 If you enter into these Terms on behalf of a company or other legal entity, you represent that you have the authority to bind that entity to these Terms.

2. Your Account

2.1 To access most features of the Service, you must register for an account and provide accurate, current and complete information, including a valid email address and, where applicable, payment details.

2.2 You are responsible for maintaining the confidentiality of your account credentials and for all activity that occurs under your account. You must notify us immediately at hello@nectarflows.com of any unauthorised use of your account.

2.3 We may decline to register you, or may suspend or terminate an existing account, in accordance with Section 12 (Suspension and Termination).

3. Health, Safety and Assumption of Risk — Please Read Carefully

3.1 Yoga, Pilates and related physical exercise involve inherent risks, including the risk of physical injury. You should consult a physician or other qualified healthcare provider before starting the Service, particularly if you are pregnant, elderly, or have any pre-existing medical condition, injury or concern that could be affected by physical exercise.

3.2 By using the Service, you confirm that you are physically fit and have no medical condition that would prevent your safe participation in yoga classes, or that you have obtained the approval of a qualified healthcare provider to participate.

3.3 You participate in all classes, whether on-demand or live, entirely at your own risk. Instructors cannot see or fully assess your individual physical condition, technique, or practice environment, particularly during remote or on-demand classes, and cannot provide the same level of supervision as an in-person class.

3.4 You are responsible for ensuring you have a safe, clear space in which to practise, free of hazards, and for using any equipment (mats, props, blocks, straps, etc.) safely and appropriately.

3.5 To the fullest extent permitted by law, Nectar Flows Ltd, its instructors, employees, contractors and licensors are not liable for any injury, loss, or damage arising from or in connection with your participation in any class or use of the Service, except where such liability cannot be excluded under English law, including death or personal injury caused by our negligence (see Section 14).

3.6 Nothing on the Service constitutes medical advice. The Service is not a substitute for professional medical guidance, diagnosis or treatment.

4. Membership Plans, Pricing and Free Trial

4.1 Club Nectar currently offers the following membership plans (each a “Plan”), which we may update, add to, or withdraw from time to time:

(a) Founding Membership: a rolling annual membership priced at a fixed lifetime fee of £199 per year, limited to the first 50 members who enrol. Once 50 Founding Memberships have been taken up, this Plan will no longer be available to new members. The £199 annual fee is fixed for as long as you remain a Founding Member and will not increase on renewal (Section 4.5 does not apply to this Plan). You may cancel your Founding Membership at any time; cancellation stops future renewals but, in accordance with Section 6.5, no refund is given for any part of a year you have already paid for if you cancel before that year ends.

(b) Monthly Membership: a rolling monthly subscription priced at £26 per month, which you may cancel at any time (see Section 6).

(c) Annual Membership: an annual subscription priced at £249 per year.

4.2 All prices are shown inclusive of any applicable VAT, unless stated otherwise, and are subject to change as described in Section 4.5. ** We currently don't charge VAT as don't meet the threshold. Is there something we should add about this to save us if we need to bump up pricing in future?

4.3 Free Trial. New members may be eligible for a 7-day free trial of the Service. Unless you cancel before the trial ends (see Section 6), your chosen Plan will begin automatically at the end of the trial, and your payment method will be charged the applicable fee. Free trial is not applicable for Founding Memberships.

4.4 Only one free trial is available per person, household, or payment method, unless we state otherwise.

4.5 We may change our Plans and pricing from time to time. Any price change will not affect a billing period you have already paid for, and we will give you at least 30 days' notice of any price increase before it applies to your next renewal. If you do not agree to a price increase, you may cancel your Plan under Section 6 before the new price takes effect.

5. Payment and Billing

5.1 By providing payment details, you authorise us (or our third-party payment processor) to charge the applicable fees to your chosen payment method on a recurring basis in accordance with your selected Plan, until cancelled.

5.2 Monthly Memberships renew automatically every month at the then-current price. Annual Memberships renew automatically every 12 months at the then-current price. Founding Memberships renew automatically every 12 months at the fixed £199 lifetime rate described in Section 4.1(a). In each case, renewal continues unless you cancel under Section 6 before the renewal date.

5.3 If a payment fails, we may retry the charge, suspend your access to the Service, and/or contact you to update your payment details. Continued non-payment may result in suspension or termination of your account.

5.4 You are responsible for keeping your payment and billing information up to date.

6. Cancellation

6.1 You may cancel your free trial or any Plan at any time via your account settings or by emailing hello@nectarflows.com.

6.2 Cancelling during your free trial, before it ends, means you will not be charged.

6.3 Cancelling a Monthly, Annual, or Founding Membership stops future renewals. Your cancellation takes effect at the end of your then-current billing period, and you will keep access to the Service until that date.

6.4 Statutory right to cancel (UK consumers). If you are a consumer contracting with us from the UK, you generally have the right to cancel a contract for services or digital content within 14 days of purchase without giving a reason, under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. By starting a free trial or beginning to use a paid Plan immediately, you expressly request that we start providing the Service straight away, and you acknowledge that: (a) if you cancel a paid Plan within the 14-day cooling-off period after having used the Service, we may deduct a reasonable amount for the Service already supplied up to the point you told us you wished to cancel; and (b) if you access on-demand content during the cooling-off period, you may lose your right to cancel in relation to that content once it has been fully accessed, to the extent permitted by law. Nothing in these Terms affects your other statutory rights as a consumer. *** Unsure about this part!

6.5 Except as set out in Section 6.4 or as otherwise required by law, we do not provide refunds for partial billing periods or unused portions of a Plan.

7. On-Demand and Live Class Content Licence

7.1 Subject to your compliance with these Terms and payment of applicable fees, we grant you a limited, non-exclusive, non-transferable, revocable licence to stream on-demand classes and attend live classes made available through the Service, for your personal, non-commercial use only.

7.2 You must not download, copy, reproduce, distribute, publicly perform, publicly display, sell, rent, sublicense, broadcast, or otherwise exploit any class, video, audio, or other content made available through the Service ("Content"), and you must not share your account or login credentials with anyone else to allow them to access Content.

7.3 Live classes are provided at scheduled times published on the Service and may be subject to change, delay, or cancellation, including for technical reasons outside our reasonable control. We will use reasonable endeavours to notify you of any material changes in advance where possible.

7.4 We may make recordings of live classes available on-demand afterwards. By joining a live class with your camera and/or microphone enabled, you consent to being visible or audible to the instructor and, where a class is recorded, potentially to other members viewing the recording, unless we indicate that a particular class will not be recorded.

8. Intellectual Property

8.1 The Service and all Content, including videos, class sequences, audio, graphics, logos, the "Club Nectar" name and brand, and the underlying software are owned by or licensed to Nectar Flows Ltd and are protected by copyright, trade mark and other intellectual property laws.

8.2 Except for the limited licence granted in Section 7, nothing in these Terms transfers any intellectual property rights to you.

8.3 You must not use our name, logo, or branding without our prior written consent.

9. User Content

9.1 If the Service allows you to submit reviews, comments, community posts, or other content ("User Content"), you retain ownership of your User Content but grant us a non-exclusive, worldwide, royalty-free, sublicensable licence to use, reproduce, adapt, publish and display it in connection with operating and promoting the Service.

9.2 You must not submit User Content that is unlawful, defamatory, infringing, harassing, or otherwise objectionable. We may remove any User Content at our discretion.

10. Acceptable Use

10.1 You agree not to:

(a) use the Service for any unlawful purpose or in violation of these Terms.

(b) share, resell, or provide access to your account to anyone else.

(c) attempt to gain unauthorised access to the Service, other accounts, or our systems.

(d) copy, scrape, reverse-engineer, or create derivative works from the Service or its Content.

(e) upload viruses, malware, or other harmful code.

(f) harass, abuse, or harm another member, instructor, or member of our team, whether during live classes, in community features, or otherwise.

(g) impersonate any person or entity, or misrepresent your affiliation with any person or entity.

(h) use any automated system (bots, scrapers, etc.) to access the Service.

10.2 We may investigate and take appropriate action against anyone who, in our reasonable discretion, violates this Section, including removing content, suspending or terminating accounts, and reporting to law enforcement where appropriate.

11. Third-Party Links and Services

The Service may contain links to, or rely on, third-party websites or services (for example, payment processors or video hosting providers) that are not owned or controlled by us. We are not responsible for the content, policies, or practices of any third-party websites or services.

12. Suspension and Termination

12.1 We may suspend or terminate your account and access to the Service, with or without notice, if we reasonably believe you have breached these Terms, engaged in fraudulent or unlawful activity, put other members or staff at risk, or failed to pay applicable fees.

12.2 You may close your account at any time by cancelling your Plan (Section 6) and contacting us at hello@nectarflows.com. Closing your account does not entitle you to a refund of fees already paid, except as set out in Section 6.4 or as required by law.

12.3 Sections of these Terms that by their nature should survive termination (including Sections 8, 9.1, 13, 14, 15 and 18) will survive.

13. Disclaimers

13.1 The Service is provided "as is" and "as available", without warranties of any kind, whether express or implied, including implied warranties of satisfactory quality, fitness for a particular purpose, and non-infringement, except as required by law.

13.2 We do not warrant that the Service will be uninterrupted, error-free, or free of viruses or other harmful components, or that any defects will be corrected.

13.3 Nothing in this Section excludes or limits our liability for matters which cannot legally be excluded or limited, including death or personal injury caused by our negligence, or fraud.

14. Limitation of Liability

14.1 Nothing in these Terms excludes or limits our liability for: (a) death or personal injury caused by our negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot be excluded or limited under English law.

14.2 Subject to Section 14.1, to the fullest extent permitted by law, Nectar Flows Ltd will not be liable to you for any indirect, incidental, special, consequential, or punitive damages, or for any loss of profits, revenue, data, or goodwill, arising out of or in connection with your use of the Service.

14.3 Subject to Section 14.1, our total aggregate liability to you arising out of or in connection with these Terms or your use of the Service, whether in contract, tort (including negligence) or otherwise, will not exceed the greater of (a) £100, or (b) the total amount you paid to us in the 12 months preceding the event giving rise to the claim.

14.4 If you are a consumer, we are only responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, and we are not liable for any loss or damage that is not foreseeable.

15. Indemnity

You agree to indemnify and hold harmless Nectar Flows Ltd, its officers, employees, contractors, and instructors from and against any claims, liabilities, damages, losses, and expenses (including reasonable legal fees) arising out of or in any way connected with your breach of these Terms, your misuse of the Service, or your violation of any law or the rights of a third party.

16. Changes to these Terms

16.1 We may update these Terms from time to time to reflect changes to the Service, legal or regulatory requirements, or for other operational reasons.

16.2 If we make material changes, we will give reasonable notice by email or by posting a notice on the Service before the changes take effect. Your continued use of the Service after changes take effect constitutes acceptance of the updated Terms. If you do not agree to the changes, you may cancel your Plan under Section 6.

17. Complaints

If you have a complaint about the Service, please contact us in the first instance at hello@nectarflows.com and we will do our best to resolve it promptly.

18. Governing Law and Jurisdiction

These Terms, and any dispute or claim arising out of or in connection with them or their subject matter, are governed by and construed in accordance with the laws of England and Wales. You and Nectar Flows Ltd both agree that the courts of England and Wales will have non-exclusive jurisdiction, save that if you are a consumer resident in Scotland or Northern Ireland, you may also bring proceedings in your local courts.

19. General

19.1 Entire Agreement. These Terms, together with our Privacy Policy and any other policies referenced in them, constitute the entire agreement between you and Nectar Flows Ltd regarding the Service.

19.2 Severability. If any provision of these Terms is found unenforceable, the remaining provisions will remain in full force and effect.

19.3 No Waiver. Our failure to enforce any right or provision of these Terms will not be considered a waiver of that right or provision.

19.4 Assignment. You may not assign or transfer these Terms without our prior written consent. We may assign these Terms in connection with a merger, acquisition, or sale of assets, or by operation of law.

19.5 Force Majeure. We will not be liable for any failure or delay in performance resulting from causes beyond our reasonable control, including acts of God, internet or hosting outages, or governmental action.

20. Contact Us

Nectar Flows Ltd

71-75 Shelton Street, Covent Garden, London, WC2H 9JQ, United Kingdom

Company Registration Number: 14368536

Email: hello@nectarflows.com