

TERMS & CONDITIONS

1. Acceptance of Terms

By accessing and using the Scale Holdings Ltd (trading as Scalr) platform and services, you agree to be bound by these Terms & Conditions. If you do not agree, you must not use the platform. We may update these Terms from time to time. We will give the Customer reasonable prior notice of any material change, and continued use of the Services after it takes effect constitutes acceptance.

2. Account Registration & User Responsibilities

2.1 Users may be required to create an account to access certain features of the Scalr platform.

2.2 Users must provide accurate and complete information when registering an account and keep their login credentials secure.

2.3 Users are responsible for all activities conducted through their account and must notify Scalr immediately of any unauthorised use.

3. Data Usage & Ownership

3.1 Users retain ownership of all raw data they provide to the platform.

3.2 Scalr retains ownership of all processed insights, analytics, and reports generated from user data.

3.3 We may use anonymised and aggregated data to improve the platform, conduct research, and generate industry insights. No identifiable customer or gym member data will be shared.

3.4 Scalr grants the Customer a non-exclusive licence to access and use, for its own internal business purposes, the insights, analytics and reports generated for it through the Services.

4. GDPR Compliance & Data Handling

4.1 Users confirm they have legal authority to share CRM and client data with Scalr.

4.2 Scalr complies with UK GDPR regulations, ensuring appropriate security, storage, and processing of personal data.

4.3 Users may request data deletion in accordance with our privacy policy.

4.4 Where Scalr processes personal data on the Customer's behalf, the Customer is the controller and Scalr the processor. Scalr shall: (a) process such data only on the Customer's documented instructions; (b) ensure persons authorised to process it are bound by confidentiality; (c) implement appropriate technical and organisational security measures; (d) engage sub-processors only under written terms offering equivalent protections, and remain responsible for them; (e) assist the Customer, taking into account the nature of processing, with data subject requests and with its security, breach-notification and impact-assessment obligations; (f) notify the Customer without undue delay on becoming aware of a personal data breach; and (g) on termination, at the Customer's choice, delete or return such personal data, save where retention is required by law. The Customer authorises Scalr to appoint sub-processors supporting delivery of the Services (including hosting and payment providers).

4A. Confidentiality

(1) "Confidential Information" means non-public information disclosed by one party that is marked confidential or would reasonably be understood to be confidential, including business, technical, financial and customer information.

(2) Each party shall keep the other's Confidential Information confidential, use it only to provide or receive the Services, and disclose it only to personnel or advisers who need it and are bound by equivalent obligations.

(3) This does not apply to information that is or becomes public through no breach, was lawfully known beforehand, or must be disclosed by law or a regulator.

5. Third-Party Integrations & Risks

5.1 The Scalr platform integrates with third-party CRM systems and other external services.

5.2 Scalr is not responsible for data inaccuracies, service disruptions, or security vulnerabilities caused by third-party integrations.

5.3 Users acknowledge that they are responsible for complying with the terms and conditions of any third-party service they choose to integrate with Scalr.

6. Prohibited Uses & Platform Misuse

6.1 Users may not use the Scalr platform for any unlawful, fraudulent, or malicious activities.

6.2 Users are prohibited from: (a) Attempting to hack, disrupt, or exploit vulnerabilities within the platform;

(b) Scraping or extracting data from the platform without permission;

(c) Using Scalr's services to store or distribute illegal content;

(d) Impersonating other users or misrepresenting their identity.

(e) reverse engineering, decompiling or attempting to extract the source code of the platform.

7. Intellectual Property Rights

7.1 All trademarks, software, analytics models, and other intellectual property associated with the Scalr platform are owned by Scalr.

7.2 Users may not copy, modify, distribute, sell, or create derivative works based on Scalr's proprietary content without prior written consent.

7.3 Any feedback or suggestions provided by users regarding Scalr's services may be used by Scalr without obligation to compensate the user.

8. Liability & Indemnification

8.1 Scalr provides services "as is" without warranties of any kind. We do not guarantee the accuracy of predictions or analytics.

8.2 Users agree that Scalr is not responsible for issues arising from third-party integrations, CRM data accuracy, or service disruptions.

8.3 Users shall indemnify Scalr against claims arising from their misuse of the platform or breaches of these Terms.

8.4 Nothing in these Terms excludes or limits Scalr's liability for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; or (c) any liability that cannot lawfully be excluded or limited under the laws of England and Wales.

8.5 Subject to clause 8.4, Scalr's total aggregate liability arising out of or in connection with these Terms, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the total Fees paid by the Customer in the twelve (12) months immediately preceding the event giving rise to the claim.

8.6 Subject to clause 8.4, Scalr shall not be liable for any indirect, consequential or special loss, or for loss of profits, revenue, business, goodwill or anticipated savings.

9. Disclaimer of Warranties

9.1 The Services and platform are provided on an "as is" and "as available" basis. Scalr does not warrant that the Services will be uninterrupted, error-free or free of vulnerabilities, or that any predictions, analytics or insights will be accurate, complete or reliable.

9.2 Subject to clause 8.4, and except as expressly stated in these Terms, all warranties, conditions and terms implied by statute or common law are excluded to the fullest extent permitted by law.

9.3 The Customer is responsible for the accuracy of the data it provides and for any decisions it makes based on the Services.

10. Right to Modify or Suspend Services

10.1 Scalr may modify, update or discontinue aspects of the platform, provided it gives reasonable notice of any change that would materially impair the core functionality of paid Services.

10.2 Scalr may suspend access to the Services where payment is overdue by more than fourteen (14) days, following written notice.

11. Compliance with Applicable Laws

11.1 Users must comply with all applicable local, national, and international laws and regulations when using Scalr's services, including data protection laws (such as UK GDPR).

12. Marketing & Publicity

12.1 Scalr may use customer names and logos in marketing materials.

12.2 Customers may opt out of promotional use by providing written notice.

13. Service Availability

13.1 Scalr aims for 95% uptime but does not guarantee uninterrupted service.

13.2 Maintenance and updates may occasionally impact availability.

13.3 Customer support is available by email during business hours (Monday to Friday, 9:00–18:00 UK time), excluding public holidays.

14. Governing Law & Disputes

14.1 These Terms are governed by the laws of England and Wales.

14.2 Disputes shall be resolved amicably; otherwise, they shall be subject to the exclusive jurisdiction of the courts of England and Wales.

15. Severability

15.1 If any provision of these Terms is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

15.2 The failure of Scalr to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

16. Termination

(1) Either party may terminate immediately by written notice if the other commits a material breach not remedied within 30 days of notice, or becomes insolvent or enters administration, liquidation or any analogous process.

(2) On termination or expiry, the Customer shall cease all use of the platform. Scalr may retain anonymised, aggregated data for internal analysis only, with no identifiable Customer or member data retained except as required by law.

17. Contact Information

For any queries regarding these Terms, please contact us at hello@wearescalr.com.

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