

Terms & Conditions

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Verto Fitness Pty Ltd (trading as Verto Coaching) · ABN 66 676 469 677 · Gold Coast, QLD

CONTENTS

01	About these terms	09	SMS & messaging
02	Eligibility	10	Advertising release
03	Your account & licence	11	Acceptable use
04	Intellectual property	12	Indemnity
05	Payments & cancellations	13	Limitation of liability
06	Refunds & guarantee	14	Changes
07	Consumer guarantees	15	General
08	Health & risk	16	Definitions
		17	Contact us

These Terms & Conditions govern the products and services provided by **Verto Fitness Pty Ltd** (trading as Verto Coaching, ABN 66 676 469 677) — referred to as **we**, **our** and **us**. They apply to www.vertocoaching.com, our coaching app, and all programs and services you purchase from us. By purchasing or using our products, you agree to these terms. Please read them together with our [Privacy Policy](#).

About these terms

We provide online physique coaching, training and nutrition programs. We do not offer face-to-face coaching or personal training, and we do not prescribe medical advice — all recommendations are provided on a consulting basis and are based on your individual ability, preferences, and current scientific literature.

You must obtain advice from your medical practitioner before starting any of our programs to confirm you are able to participate safely.

WHAT YOU RECEIVE — DIFFERS BY PROGRAM

1-on-1 Coaching

COACHED

You are assigned a coach who builds your training and nutrition around you, reviews your check-ins and adjusts your program as you go. Your program is individual to you and delivered progressively over your agreed term.

The Signature

SELF-DIRECTED

The Signature is a self-directed program, not a coaching service. You receive the protocols, programs and education we use with our 1-on-1 clients, and you run them yourself.

Unlike our coaching programs, it does not include a coach, personal supervision, individual programming, form review, check-ins, feedback or ongoing support, and nothing in it is written for your individual circumstances. If you want individual coaching, that is a separate product.

Eligibility

You must be at least 18 years old (or the age of majority in your state or territory) to register for, access or use our products. By using our products you confirm you can form a legally binding contract under Australian law. We may suspend or terminate access at our discretion where these terms are breached.

Your account & licence to use

We grant you a non-exclusive, non-transferable, non-sublicensable licence to access and use our products for your own personal, non-commercial use.

When you purchase a program, ebook, nutrition or meal plan, you may download and keep one copy for your personal use. You may not copy, share, resell, rent, lend or distribute our content, or make it available over a network for use by others. Breaching this may result in termination of your access without refund.

Intellectual property & copyright

Copyright © 2022–2026 Verto Fitness Pty Ltd. All content across our website, app and materials — including text, images, graphics, logos, videos, program designs and product names — is owned by us or our licensors and protected under the *Copyright Act 1968* (Cth) and equivalent laws.

“Intellectual property” means all of our proprietary rights, whether registered or unregistered, including copyright, trade marks, designs, know-how, confidential information and moral rights. Nothing in these terms transfers any ownership rights to you.

Payments & cancellations

We are not responsible for any overdraft, over-limit or other fees charged by your bank or card provider. Missed payments may result in suspension or termination of services.

DIFFERS BY PROGRAM

1-on-1 Coaching

MINIMUM TERM

You commit to an initial minimum term equal to your chosen program length — 12, 16, 26 or 52 weeks. **There is no set end date to your coaching. There is only a minimum term, after which you roll over to recurring payments with no lock-in.** This applies whether you pay as you go or pre-pay your term upfront — pre-paid programs convert to recurring payments at the end of the term unless you cancel before then.

You agree to pay the purchase price in full for your agreed term. If a missed payment is not resolved within 30 days, your services may be cancelled with no refund of amounts already paid.

How to cancel

You may cancel at any time after your initial minimum term. To cancel:

1. Book a goal-setting call so we can set you up with a plan for after coaching;
2. Complete the cancellation form (done on that call);
3. Our accounts team finalises the cancellation on the back end; and
4. You receive an email confirming the details.

Cancellations are processed on Fridays. If you withdraw before the end of a paid term for any reason, you remain responsible for the pro-rata share of the program delivered up to that point.

The Signature

ONE-OFF PURCHASE · INSTALMENTS AVAILABLE

By completing your purchase, you agree to acquire The Signature at the total price specified during checkout. When you pay by instalments, you are **committing to the full price, not to a per-payment arrangement you can stop**. Your instalments continue until the total price is paid, whether or not you use the product.

The Signature is a one-off purchase, not a subscription. There is no renewal, no minimum term, no ongoing service to end, and no recurring billing beyond the instalments you have agreed to. Once your final payment is made, nothing further is charged.

If a payment fails or remains outstanding, we may suspend your access until it is resolved. Suspension does not cancel the debt — the outstanding balance remains payable.

06

Refunds & our guarantee

We do not provide refunds for change of mind or accidental purchase. Nothing in this section limits any rights you have under the Australian Consumer Law — see **Consumer guarantees** below.

DIFFERS BY PROGRAM

1-on-1 Coaching

90-DAY RESULTS GUARANTEE APPLIES

Our refunds are results-based. The only basis on which we provide a refund is our results guarantee: if you follow your program as prescribed for 90 days and we are unable to get you a result, we will provide a full refund. This is our commitment to you.

We do not provide refunds for unused program time, because your program is customised to you and delivered as we go. If you are ever unhappy, contact us first — your program is built around you and we will do our best to make it right.

The Signature

NO RESULTS GUARANTEE

The Signature is our self-directed digital product. Your purchase gives you immediate access to the complete product the moment you buy, which you work through independently and apply in a way that suits your goals and circumstances. There is no separate coaching agreement for The Signature, because you are purchasing access to a digital product rather than a personalised coaching service.

Because you receive everything up front, we do not offer refunds for change of mind, accidental purchase, duplicate purchase, or because you did not end up using it. **We do not refund on the basis of results, and no refund period, trial period or money-back guarantee applies to this product.**

What you get out of The Signature depends on what you put in, and on factors outside our control — your starting point, training history, health, medication, sleep, stress, recovery, adherence, genetics and life circumstances.

Any figures, testimonials, before-and-after photos or client stories on our website, in our advertising or inside the app are the results of specific individuals and are not a promise, prediction or typical outcome. Individual results vary. Any statistics we publish describe past participants and are not a forecast of your result.

None of this limits your rights under the Australian Consumer Law. If something is wrong with the product, contact accounts@vertocoaching.com and we will sort it out.

07

Australian Consumer Law & consumer guarantees

Our services come with guarantees that cannot be excluded under the Australian Consumer Law. Nothing in these terms limits or excludes any right or remedy you have under that law, including the consumer guarantees that services be provided with due care and skill and be fit for purpose.

Where we are permitted to limit our liability, we do so as set out in **Limitation of liability**. Any other terms in this document are read subject to your non-excludable statutory rights.

08

Health, disclaimers & assumption of risk

We are a health and fitness business, not a medical or allied-health practice. We do not diagnose, treat or cure any medical condition, and nothing we provide is a substitute for professional medical advice. Our coaches act as mentors and guides trained in fitness coaching to help you make sustainable lifestyle changes.

You must consult a qualified medical professional before beginning any program, and immediately if you experience pain, discomfort or any change in your physical condition. If you use prescription medication or are under professional care, discuss any dietary or exercise changes with your doctor first and do not stop any medication without their advice.

You acknowledge that exercise carries inherent risks, including injury. To the fullest extent permitted by law (and subject to the Australian Consumer Law), you accept these risks and release us from claims arising from your participation, where not caused by our negligence or breach of a consumer guarantee. You confirm you are medically and physically fit to participate and are not aware of any condition that makes participation unsafe.

On The Signature, nobody screens your health or supervises your training, which makes medical clearance more important, not less. Nutrition materials, calorie and macro targets and recipes are general information only and do not account for allergies, intolerances, medical conditions or medication — check the ingredients of any recipe against your own requirements.

09

SMS & messaging

If you consent, you agree to receive recurring SMS/text messages from us at the mobile number you provide, including service messages (such as booking and account alerts) and, where you have not opted out, promotional messages. Message frequency varies, and message and data rates may apply through your carrier.

Consent to messaging is not a condition of any purchase and is voluntary. You may opt out at any time by replying STOP or contacting us; you may need to opt out separately from different message programs. Carriers are not liable for delayed or undelivered messages. Keep your mobile number up to date with us.

10

Advertising release

By accepting these terms, you grant us and our authorised representatives permission to use photographs and video of you undertaking training and illustrating results **that you have provided to us**, for promotion, advertising, marketing and publicity. You waive any right to inspect or approve the finished material and any claim to royalties.

Your progress photos are private by default. Photos inside the app (before/after or progress) will not be used in marketing unless you send them to us by email or direct message, or share them publicly yourself.

11

Acceptable use

You agree to use our website, app and programs only for lawful, personal purposes. You will not reproduce, distribute, publish, reverse engineer or commercially exploit our content, or make it available to third parties in breach of our intellectual property rights.

You will not post or transmit anything threatening, harassing, defamatory, obscene or offensive, and you will comply with all applicable laws. We may revoke your access if you bring our business, reputation or intellectual property into disrepute, or act abusively toward us, our team or other members.

12

Indemnity

To the extent permitted by law, you agree to indemnify us against third-party claims, liabilities, costs and expenses (including reasonable legal costs) arising from your improper or unlawful use of our products, your breach of these terms, or content you post. This does not apply to the extent a claim arises from our own negligence or breach of a consumer guarantee.

13

Limitation of liability

Subject to your rights under the Australian Consumer Law and other statutory rights that cannot be excluded, and except to the extent caused by our negligence, we are not liable for any indirect,

incidental or consequential loss, or loss of income or data, arising from your use of our products. Where our liability cannot be excluded but can be limited, our liability is limited to re-supplying the relevant service or paying the cost of re-supply.

14

Changes to our services & terms

We may change, modify or discontinue our products, features or these terms at any time. We will post updated terms on this page and change the "last updated" date above. Your continued use of our products after changes take effect means you accept them. Please review these terms periodically.

15

General

Governing law

These terms are governed by the laws of Queensland, Australia. You submit to the non-exclusive jurisdiction of the courts of Queensland.

Notices

We may give you notice by email to the address on your account. You may give us notice by email to team@vertocoaching.com. Payment, refund and account matters should go to accounts@vertocoaching.com.

Waiver & severance

A failure or delay by us in exercising a right is not a waiver of it. If any provision of these terms is found to be invalid or unenforceable, it is severed and the remaining provisions continue in force.

Entire agreement

These terms, together with our Privacy Policy, form the entire agreement between you and us and supersede any prior agreements on the same subject.

16

Definitions

Account — your registered account with us through the website or app.

Client / you / your — any person who registers for or purchases a product from us.

Products — all Verto fitness and nutrition programs and any related products or services (including programs, workshops, seminars, apparel and gift vouchers).

1-on-1 Coaching — our individually programmed online coaching packages, which carry the results guarantee in section 06.

The Signature — our self-directed digital product, sold for a single price without a results guarantee.

App — the iOS or Android application we make available to clients.

Intellectual property — has the meaning given in section 04.

We / our / us — Verto Fitness Pty Ltd (trading as Verto Coaching) and its related entities.

17

Contact us

ENQUIRIES

Verto Fitness Pty Ltd (t/a Verto Coaching)

ABN 66 676 469 677 · Gold Coast, QLD

General — team@vertocoaching.com

Payments, refunds & accounts — accounts@vertocoaching.com

Specialist physique coaching for high performers.

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