



## CAREERING INTO MOTHERHOOD TERMS & CONDITIONS

Please read these terms and conditions carefully before purchasing Products, accessing our Site and engaging with our Communication Channels.

### 1. DEFINITIONS

1.1 The following definitions apply throughout these T&Cs:

- (a) **Business Hours** means 9:00 – 17.30 Monday to Friday on days that are not public holidays in England.
- (b) **Calendar Month** means the duration from and including a numeric day in one month, to the day immediately preceding the corresponding numeric day in the next month (for example, from 16 July to 15 August), with the first day being the day on which you commenced your Subscription to the Site;
- (c) **Calendar Period:** Calendar Month or Calendar Year, as the context requires in light of the duration of the initial Subscription;
- (d) **Calendar Year** means the duration from and including a numeric day in one year, to the day immediately preceding the corresponding numeric day in the next year (for example, from 16 July 2021 to 15 July 2022), with the first day being the day on which a Subscription commences;
- (e) **CIM** has the definition given in clause 1.2;
- (f) **CIM Products:** means physical and digital products sold directly by us to Customers, including (but not limited to) branded consumer goods such as tote bags and t-shirts, as well as premium digital content such as access to online webinars, in-person events, online courses, books and downloadable resources;
- (g) **Coaches** means users who promote and/or advertise for sale Third-Party Products via our Site;
- (h) **Communication Channels** means our social media channels, newsletter communications and any other channels through which we promote our Services;
- (i) **Contract** means the agreement between a Coach and a Customer for the sale and purchase of a Third-Party Product;
- (j) **Customers** means users who browse and/or offer to purchase CIM Products and Third-Party Products via our Site;
- (k) **Intellectual Property Rights** means any patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use and protect the confidentiality of confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent



rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

- (l) **Products** means CIM Products and Third-Party Products, including Coaching and our Consultancy Services;
- (m) **Services** means our Site, our Communication Channels, Subscriptions and/or CIM Products;
- (n) **Site** means [www.careeringintomotherhood.com](http://www.careeringintomotherhood.com);
- (o) **Subscription** means a subscription to access software tools on our Site that enable Coaches to promote and offer for sale Third-Party Products and allows us to Promote our Partners;
- (p) **Third-Party Product Content** means content uploaded or posted to our Site by Coaches relating to Third-Party Products;
- (q) **Third-Party Products** means the coaching-related products and services promoted and offered for sale on the Site by Coaches, including but not limited to digital and physical products such as books, memberships, live and recorded webinars and events, coaching tools & materials, and online and in-person coaching sessions;
- (r) **Third-Party Resources** has the meaning given in clause 10.2;
- (s) **User Content** means content uploaded or posted to our Site by users, including (but not limited to) blog posts, bulletin board posts, contributions (including verbal contributions) to live or recorded webinars, podcasts, panel discussions, masterclasses and in-person events, coaching tools, images, photos, text, live chat or messenger messages, and Third-Party Product Content; and
- (t) **Users, you or your** means our website users, visitors to our social media channels, recipients of our communications, and our Customers (as applicable).

## 2. INTRODUCTION

- 2.1 These are the terms and conditions (**T&Cs**) upon which you use or access our Site, our Communication Channels, Subscriptions and/or Products.
- 2.2 Career into Motherhood (CIM) operates the Site as an electronic intermediary platform, through which Coaches can promote and offer to sell, and Visitors can browse and offer to buy Third-Party Products. In such circumstances, where you sell or purchase a Third-Party Product, the contract for the sale and purchase of such Third-Party Product is between the Coach and the Customer, not us. We are not a party to such Contracts and therefore accept no responsibility or liability for any issue arising in relation to such Contracts.
- 2.3 At times, CIM also sells CIM Products to Customers through the Site. In such circumstances, we are responsible only to the extent set out in these T&Cs.
- 2.4 The Services CIM provides are done so on an "as is" and "as available" basis. We reserve the right to modify or discontinue, temporarily or permanently, any part of our Services from time to time. Where this is the case, we will let you know as soon as reasonably practicable and shall refund you for any sums paid to CIM in advance in respect of Services which will no longer be provided where we have not provided a materially suitable replacement.



- 2.5 These T&Cs refer to our [Privacy Policy](#) and [Cookie Policy](#), which also apply to your use of our Services.
- 2.6 By accessing our Services, you confirm that you accept these T&Cs and that you agree to comply with them. We may amend our T&Cs from time to time, so every time you wish to use our Services, please check the current T&Cs to ensure you understand the T&Cs that apply at that time. If you do not agree to these T&Cs or any future variation of these T&Cs, you should immediately stop using the Services. These T&Cs were most recently updated on 11<sup>th</sup> October 2023.
- 2.7 We may transfer our rights and obligations under these T&Cs to another organisation, for example if we sell the company.

### 3. CONTACT DETAILS

- 3.1 Our Site and Communication Channels are owned and operated by Careering into Motherhood Ltd (trading as "**Careering into Motherhood**"), a company registered in England and Wales with company number 13658656 and whose registered office is situated at 49 Gilpin Avenue, London, England, SW14 8QX (**CIM, our, we, us**).
- 3.2 To contact us, please email [events@careeringintomotherhood.com](mailto:events@careeringintomotherhood.com)
- 3.3 If we need to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us when you registered with us. When we use the words "**writing**" or "**written**" in these T&Cs, this includes emails.

### 4. ACCEPTABLE USE

#### 4.1 Content on the Site

- (a) We make the Site available on an 'as is' basis and, to the fullest extent permitted under applicable law, we disclaim any implied terms as to title, merchantability, fitness for a particular purpose and non-infringement.
- (b) We may update and change our Site from time to time to reflect changes to our Services, the Products, our users' needs and our business priorities.
- (c) The content on our Site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice or tuition before taking, or refraining from taking, any action on the basis of the content on our Site.
- (d) Although we make reasonable efforts to update the information on our Site, we make no representations, warranties or guarantees, whether express or implied, that the content on our Site (including content relating to CIM Products or Third-Party Products) is accurate, complete or up to date.
- (e) The Site may include information and materials uploaded by users of the Site (for example, Customers and Coaches), including images, descriptions, marketing communications, discounted offers, reviews, e-books, videos, online courses, and other digital products and User Content. This information and these materials may not have been verified or approved by us and you accept that the views expressed by other users on our Site do not represent our views or values.



- (f) From time to time, we may update or amend our Services, for example to reflect changes in our customer base and industry trends. This includes adding, removing and amending software tools and features in our sole discretion. This means the tools and features available on the Site may vary slightly from those marketed via our Site landing pages and Communication Channels. Any new features that augment or enhance the current Services, including the release of new tools and resources, shall be subject to these T&Cs and the continued use of the Services after any such changes shall constitute your consent to such changes.

## 4.2 Accessing the Site

- (a) You are responsible for configuring your information technology, computer programmes and platform to access our Site.
- (b) We do not guarantee that our Site, or any content on it, will always be available or be uninterrupted. You accept that we may suspend, withdraw or restrict the availability of all or any part of our Site for business and operational reasons, as may the third-party software providers on which we rely from time to time to keep our Site operational.
- (c) Although you can use the Site as a guest, you may choose to register for a Coach or Customer account in order to unlock additional functionalities, in which case you will have to provide certain information about yourself as prompted during the account registration process. This information may include (but is not limited to) name, age, contact details, location, career history, qualifications, specialisms and interests, as well as fees, marketing budget and digital/social handles in respect of Coaches.
- (d) If you do create an account, all the registration information you submit should be truthful and accurate. If for any reason any information you submit is or becomes untruthful, inaccurate and/or incomplete, you should update that information to maintain its accuracy.
- (e) If you choose, or you are provided with, a user identification code, password or any other piece of information as part of account creation processes (e.g. when creating a CIM account) or our security procedures, you must treat such information as confidential and not disclose it to any third party.
- (f) We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these T&Cs.
- (g) If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us.
- (h) You shall use all reasonable endeavours to prevent any unauthorised access to, or use of, our Site. If you suspect or become aware of any such unauthorised use of our Site (including your account, if applicable) or any other breach of its security, you shall immediately notify us of any details reasonably required in connection with such unauthorised access.
- (i) Without prejudice to clauses 5.6 and 5.7, you can delete your account at any time, for any reason, by clicking the applicable button within your account (note that if you are a Coach on an annual subscription, you must first cancel your Subscription in accordance with clause 5.5).



- (j) You are responsible for ensuring that all persons who access our Site through your internet connection are aware of these T&Cs and other applicable terms, and that they comply with them.

#### 4.3 Uploading or posting content to our Site

- (a) All User Content must comply with these T&Cs.
- (b) Any facts comprised in User Content must be accurate and any opinions must be genuinely held.
- (c) Any photos of individuals uploaded to the Site must reflect their true current physical appearance.
- (d) User Content must comply with all applicable laws in England and Wales and in any other country from which such User Content can be viewed and not be in contempt of court.
- (e) User Content must not:
  - (i) be defamatory of any person; be obscene, offensive, hateful or inflammatory; be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety; promote violence or any illegal content or activity; or bully, insult, intimidate, humiliate, harass, upset, embarrass or alarm any other person;
  - (ii) include pornographic, indecent, obscene, or child sexual abuse material;
  - (iii) promote discrimination of any kind, including discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
  - (iv) infringe any Intellectual Property Rights;
  - (v) be likely to deceive any person, or give the impression that your contribution emanates from us if this is not the case;
  - (vi) breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
  - (vii) impersonate any person or organisation or misrepresent your identity or affiliation with any person or organisation;
  - (viii) advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse, or contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, made are likely to understand such statement as constituting a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism; or
  - (ix) contain any advertising or promote any products, services, websites or resources provided by you or third parties that do not directly relate to coaching services.
- (f) You agree to not use the Site to generate unsolicited advertisements or spam, or to use any automatic or manual process to search or harvest information from the Site.



- (g) If you post User Content, you warrant that any User Content complies with the standards set out in these T&Cs and you will be liable to us and indemnify us for any breach of this warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.
- (h) If you access User Content, you accept that we are not responsible for such User Content and therefore make no representations, warranties or guarantees, whether express or implied, that the User Content is accurate, complete or up to date.
- (i) We have the right to immediately remove (temporarily or permanently) any posting you make on (or messages you send through) the Site, including but not limited to reviews, testimonials, and promotional content, if, in our sole discretion, we believe your posts or messages do not comply with the standards set out in these T&Cs.
- (j) Any content you upload or post to our Site (including User Content and Product Content) will be considered non-confidential. Unless otherwise agreed, you retain all of your ownership rights in such content, but in any event you are required to grant us a perpetual, worldwide, non-exclusive, royalty-free, transferable licence to use, store and copy that content and to distribute and make it available to third parties.
- (k) You accept that we reserve the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our Site or Communication Channels constitutes a violation of their Intellectual Property Rights, or of their right to privacy.
- (l) You agree not to distribute or make available any User Content uploaded or made available by us or other users of the Site.
- (m) You are solely responsible for securing and backing up your content.

#### 4.4 Viruses

- (a) We do not guarantee that our Site will be secure or free from bugs or viruses, so you should use your own suitable virus protection software. Accordingly, you agree not to hold us accountable for such bugs or viruses.
- (b) You must not misuse our Site by knowingly introducing or permitting the introduction of viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Site, the servers on which our Site are stored or any server, computer or database connected to our Site. You must not attack our Site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Services will cease immediately.
- (c) You must not use bots or other automated methods to register accounts on the Site.

## 5. SUBSCRIPTIONS TO OUR SITE

- 5.1 In consideration of you paying the applicable fees for a Subscription (or accepting our offer of a free trial, listing or other promotion), and subject to these T&Cs and any other conditions of registration highlighted during the registration process, we will grant you a non-transferable, non-exclusive, non-sublicensable worldwide licence to use the Site for the duration of your Subscription.



- 5.2 Our acceptance of an order takes place once payment for a Subscription has been received by us and we have sent you an email confirmation. Before this point, we reserve the right to reject or cancel your order, in which case you will be provided with either a refund or an alternative offer (which you may reject in favour of a refund).
- 5.3 Unless otherwise stated from the outset, Subscriptions will automatically renew and your chosen payment method will be automatically recharged at the end of each Calendar Period. You will be notified of any upcoming membership renewals one month prior to the end of each Subscription period and will have the option to terminate your Subscription at this time.
- 5.4 If you commence a free trial or discounted Subscription, you accept and agree that once such free trial or discounted period ends, you will be automatically charged the full price for each subsequent Calendar Period, unless you cancel your Subscription before the end of the final free or discounted Calendar Period.
- 5.5 You are solely responsible for properly cancelling your Site Subscription. To cancel your Subscription, you must submit your cancellation request via the Site's Get In Touch page.
- 5.6 Subject to these T&Cs and any mandatory cooling off periods and allowed deductions prescribed by UK consumer protection law, if you do not cancel your Subscription before the end of a given Calendar Period and are consequently charged for the following Calendar Period, you will not be eligible for a refund for that following Calendar Period.
- 5.7 If you cancel or terminate your account before the end of your current paid up Calendar Period, your cancellation will take effect immediately and you will not be charged again (unless you decide to resume a Subscription). You accept that there will not be any prorating of unused time in your final billing cycle.
- 5.8 All of your data will be inaccessible via the Site immediately upon cancellation or termination of your account. This data may be permanently deleted from backups and logs within 30 days. Once permanently deleted, you accept that the information cannot be recovered. You are therefore advised to ensure you have copies of back-ups of your data prior to this date.
- 5.9 If you commence a Subscription with us, we may (in our sole discretion) offer you the opportunity to obtain "verified status", which will be noted on your profile to demonstrate to prospective Customers that you have achieved the qualifications that you are claiming to have achieved. To obtain verified status, you must successfully complete a verification process involving, for example (but not limited to) the need to submit proof of identity, proof of address, proof of qualifications, an up-to-date photograph and any other information required to successfully validate your experience.
- 5.10 Unless we are able to receive payment for your Subscription using the payment method you have provided to us, your account will be suspended and inaccessible to you.
- 5.11 Our prices are subject to change upon 30 days' notice. Such notice may be provided at any time via a post on the Site or via our Communication Channels.
- 5.12 All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties. Where required, we may collect those taxes on behalf of taxing authorities and remit those taxes to taxing authorities.
- 5.13 Users agree not to attempt to buy a Subscription if they are under the age of eighteen (18), or to permit or facilitate access to our Services for anybody under the age of eighteen (18). If a user is unable to provide valid identification on request, their Subscription will be terminated immediately and no refunds will be provided.



- 5.14 We may terminate your Subscription and/or account immediately and without liability if you abuse (including verbal, physical, written or other forms of abuse, as well as threats of abuse or retribution) any of our employees, agents or contractors.
- 5.15 If you wish to terminate your account and/or Subscription for a reason set out below, you must inform us immediately in writing, at which point the account will close and/or the Subscription will end immediately, and we will refund you for any Services which have not been provided. The reasons are:
- (a) We have told you about a change to the Services which will directly affect your order (for example, if the change means you will not receive the precise Services anticipated at the time of placing your order) and you consequently do not wish to proceed;
  - (b) We have told you about an error in the price or description of the Services you have ordered and you consequently do not wish to pay the correct price or accept the Services in the form that they will otherwise be provided;
  - (c) We have informed you that there is a risk that the supply of the Services may be significantly delayed because of events outside our control, and you consequently do not wish to proceed;
  - (d) We have suspended supply of the Services for technical reasons, or we notify you that we are going to suspend them for technical reasons, in each case for a period of more than 10 consecutive days; or
  - (e) You have a legal right to end the contract because of something we have done wrong.

## 6. ORDERS OF CIM PRODUCTS

- 6.1 Orders of CIM Products are subject to these T&Cs, as well as any other terms set out on the Site.
- 6.2 Our acceptance of an order of a CIM Product takes place once payment has been received by us and we have sent you an order confirmation.
- 6.3 Before acceptance occurs, we reserve the right to reject or cancel your order, in which case you will be provided with either a refund or an alternative offer (which you may reject in favour of a refund). We might do so because, for example, the CIM Products you have ordered are out of stock, there are unexpected limits on our resources, we have identified an error in the price or description of the product, we are unable to meet a delivery deadline you have specified, or you have failed to provide us with information that is necessary for the supply of the CIM Products (for example, a valid delivery address, email address or contact number).
- 6.4 If you wish to make a change to an order, please contact us and we will let you know if the change is possible (this will depend in part on whether the CIM Products have already been despatched). If it is possible, they will let you know about any changes to the price of your proposed order, the anticipated timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may be able to cancel your order (subject to these T&Cs).
- 6.5 You agree not to attempt to buy any age restricted CIM Products if you do not meet the minimum age under applicable law for the purchase of such CIM Products.





- 6.6 In consideration of you placing an order of digital CIM Products and agreeing to abide by these T&Cs, we agree to grant you a non-transferable, non-exclusive, non-sublicensable worldwide licence to use such digital CIM Products for the duration for which you have paid.
- 6.7 Unless otherwise agreed, you must not:
- (a) Copy, distribute, publish, transmit, retransmit, transfer, disseminate, broadcast, circulate, sell, resell or otherwise use the Digital Products or any portion of the digital products in any form or by any means except as permitted by these T&Cs or infringe in any other way our Intellectual Property rights, those of the content creators, or those of any third party in relation to your use of the digital product;
  - (b) use the digital products in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these T&Cs; or
  - (c) act fraudulently or maliciously, for example, by decompiling a digital product or inserting malicious code, including viruses, or harmful data, into the digital content.
- 6.8 Our website sets out our delivery timelines, and we aim to deliver CIM Products to UK addresses within 7 working days. However, you accept that there may be courier delays that are outside of our control, as well as operational delays relating to staff absences, so this is simply a target rather than a contractual obligation.
- 6.9 From time to time, we may update or amend the range of CIM Products that we advertise, offer, or facilitate the sale of, for example to reflect changes in our customer base, supplier base and cultural trends. This includes adding, removing and amending CIM Products in our sole discretion. This means the CIM Products available on our Site may vary slightly from those marketed via our Communication Channels.

## 7. ORDERS OF THIRD-PARTY PRODUCTS

### 7.1 Third-Party Product listings

- (a) Coaches are responsible for Third-Party Product Content and you therefore accept that we make no representations, warranties or guarantees, whether express or implied, that the Third-Party Product Content is accurate, complete or up to date.
- (b) Coaches are also responsible for setting their own Third-Party Product prices - including their fees for postage and packaging of physical Third-Party Products - and you therefore accept that we take no responsibility for changes or inaccuracies with respect to pricing or the availability of discounts listed on our Site.
- (c) From time to time, our Coaches may update or amend the range of Third-Party Products that they advertise, offer, or facilitate the sale of. This includes adding, removing and amending Third-Party Products in their sole discretion. This means the Third-Party Products available on our Site may vary slightly from those marketed via our Communication Channels.
- (d) Coaches agree not to promote or offer to sell, and you agree not to purchase, Products that are or incorporate:
  - (i) Illegal items;
  - (ii) Pornographic services or material;



- (iii) Regulated products (including but not limited to insurance and credit products);
- (iv) Private label rights and master resale rights;
- (v) Weapons and dangerous items; and
- (vi) Anything prohibited by Stripe, PayPal and any other payment providers with which we may integrate from time to time.

## 7.2 Orders of Third-Party Products

- (a) Where you sell or purchase a Third-Party Product, the contract for the sale and purchase of such Third-Party Product is between the Coach and the Customer, not us. We are not a party to such Contracts and therefore accept no responsibility or liability for any issue arising in relation to such Contracts.

## 8. PAYMENTS, RETURNS AND REFUNDS

8.1 We and/or our Coaches may, in our discretion, give you a promo code or discount ("**Discount**") that you can use to reduce the price of certain Products. Any Discount may come with its own terms (for example, a minimum spend requirement, a limited selection of Coaches and/or Products in respect of which the promo code may be used, and a limited duration for use). If you are given a unique Discount that is created specifically for your use, it cannot be shared or transferred to other customers, or posted in a public forum. We reserve the right to cancel and/or suspend any Discounts that we feel, in our sole discretion, are being misused. Any Discounts applied against the applicable terms or these T&Cs, will be removed from an order. You accept that we take no responsibility for the availability or validity of any discount codes provided by Coaches.

8.2 For most Products bought online, you have a legal right under the Consumer Contracts Regulations 2013 to change your mind within 14 days of receipt and receive a refund. However, the right to cancel and receive a refund does not apply in respect of certain products falling within the below categories:

- (a) Digital products after you have started to download or stream these. If we or a Coach make digital content available to you immediately upon you making payment and you subsequently download the file(s), you will not have the right to change your mind;
- (b) Products that are sealed (including items such as underwear, which come with a hygiene strip) and that are not suitable for return due to health protection or hygiene reasons if they become unsealed after delivery;
- (c) Products that have become inseparably mixed with other items after delivery;
- (d) Certain bespoke or personalised products;
- (e) Certain perishable goods; and
- (f) Services, once these have been completed, even if the cancellation period is still running.

8.3 If you change your mind in accordance with this clause after CIM Products have been dispatched and/or received, you must return them to us in a saleable condition. Please



contact us to arrange such delivery. Note that in such circumstances, you are responsible for ensuring the safe return of products and must therefore package and courier them appropriately.

- 8.4 Where a CIM Product has been lost or damaged by a third party (e.g. a courier):
- (a) You must first inform us and send us any evidence we reasonably need to raise a claim with such third party (including, but not limited to, images of any damage and confirmation by email that a CIM Product has not been received).
  - (b) We will then raise a claim with the third party and where appropriate, update you once that claim has been resolved.
  - (c) Once the claim has been resolved, if the relevant CIM Product has been proven to have been lost or arrived damaged, we will issue a refund (or partial refund in damage-related cases, depending on the extent of the damage), unless you accept an alternative offer.
  - (d) If you are requesting a refund or replacement in respect of a damaged CIM Product, we reserve the right to require you to first return the damaged CIM Product to us, and we will subsequently reimburse you for reasonable delivery costs incurred in doing so.
- 8.5 Where you qualify for a refund under UK consumer rights law for services or digital products, we may deduct an amount from such refund to reflect any period during which the services or digital products had been supplied.

## 9. COMPETITIONS

- 9.1 We may, in our discretion, run competitions from time to time and these too will be governed by these T&Cs, in addition to other competition-specific terms and conditions that may be imposed from time to time. Such terms and conditions might cover, for example, eligibility criteria, deadlines, details of potential prize(s), details of how the winner(s) will be selected and notified, and other aspects of the relevant competition. You will not be eligible to participate or win if you do not comply with those competition terms.
- 9.2 Competitions are only open to those aged 18 years or over, and exclude our, and our competition partners', employees and immediate family members. We reserve the right to require participants to prove their eligibility.
- 9.3 Our decision regarding competition winners is final. If we find that a winner was ineligible to apply, we reserve the right to award the prize to another participant and to require the return of any prize already awarded. Winners may not substitute prizes in whole or in part for cash or any other item.
- 9.4 We reserve the right to terminate, amend or extend any competition (and substitute the prize to something of equal or greater value) and will accept no responsibility for any damage, loss or injury resulting from entry into the competition or any prizes awarded, except where such liability may not, as a matter of law, be excluded.

## 10. THIRD-PARTY WEBSITE & RESOURCES

- 10.1 **Third-party software providers**



- (a) You agree not to hold us responsible if defective third-party software (including software sold or made available by a Coach) damages a device or digital content belonging to you and accept that we will never accept responsibility for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us or the relevant Coaches or software providers (as applicable).

## 10.2 Third-party resources

- (a) Where our Services contain links to third parties, including (but not limited to) links to Coach profiles, third party website content, social media channels, platforms, individuals, organisations, products (including books), services, or other resources (including content, communications, mailing lists, advice and information) (**Third-Party Resources**), these links are provided for your information only.
- (b) Links to Third-Party Resources should not generally be interpreted as recommendations that you interact with such Third-Party Resources, or as approval by us of those Third-Party Resources or information you may obtain from them, and you accept that we have no control over the nature or availability of such Third-Party Resources.
- (c) If you access, purchase or use any Third-Party Resources:
  - (i) You do so solely at your own risk and we make no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such Third-Party Resources, or any transactions completed and any contracts entered into by you with any such Third-Party Resources; and
  - (ii) By using such Third-Party Resources, you agree to also be bound by any terms and conditions applicable to the use of such Third-Party Resources and accept that you may need to pay additional fees to access those Third-Party Resources. Accordingly, we recommend that you refer to any applicable terms and conditions and policies prior to using any Third-Party Resources.

## 10.3 Linking to our Services

- (a) You may link to our Services, provided you do so in a way that is fair and legal, does not damage our reputation or take advantage of it, and does not suggest any form of association, approval or endorsement on our part where none exists.
- (b) You must not establish a link to our Services in any websites or resources that are not owned by you, unless you have been given express permission to do so by the owner of such websites or resources.
- (c) Our Services must not be framed on any other website or within any resources.
- (d) We reserve the right to withdraw linking permission at any time and in our sole discretion.
- (e) If you wish to link to or make any use of our Services other than as set out in these T&Cs, please contact us.



## 11. LIMITATIONS ON USE OF THE SERVICES

11.1 You must not:

- (a) print off, print screen, download, copy, modify, record, duplicate, reproduce, create derivative materials from, modify, frame, mirror, republish, transmit, distribute, display, share, distribute, transmit, retransmit, transfer, disseminate, broadcast, circulate or otherwise use the Services or any portion of the Services, including any portion of the text, images, audio, videos, pages, structures, HTML, CSS, JavaScript or visual design elements that comprise our Services in any form or by any means (**Sharing Content**) without our prior written consent, except as permitted by these T&Cs;
- (b) use the Services in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these T&Cs; or
- (c) act fraudulently or maliciously, for example, by decompiling the Site or inserting malicious code, including viruses, or harmful data, into the Site.

11.2 Where we consent to you Sharing Content, you agree that our status (and that of any identified contributors) as the authors of the relevant content must always be acknowledged, and that we can withdraw our consent at any time (at which point, you will return, remove and/or destroy the content and any copies thereof, at our request and in our sole discretion, as soon as practicable).

11.3 You shall not use any part of the Services in order to build a product, service, offering or following, whether for commercial purposes or otherwise, on your own behalf or for a third party.

11.4 You shall not license, sell, resell, rent, commercially exploit, make available to third parties, or enable any third parties to access our Site, for example by sharing your log-in details with third parties. Your log-in details may only be used by you; any other individual or business must only access Services behind a member paywall using their own distinct log-in details.

11.5 You agree that we shall have the following rights:

- (a) the right to terminate your access to the Site (including any account you may have registered with us) without notice at any time following your unauthorised use of the Site, or your breach of these T&Cs;
- (b) the right to amend, update or remove User Content, Product prices, and available payment methods from time to time, without notice and in our sole discretion; and
- (c) the right to report you to the police or other judicial body if we believe in our sole and absolute discretion that your conduct is or may be unlawful.

## 12. INTELLECTUAL PROPERTY

12.1 We claim no Intellectual Property Rights over the materials you upload to the Site, in so far as you are the creator or owner of such materials. However, you accept that any content you upload or post to our Site (including User Content and Product Content) will be considered non-confidential and you hereby grant us a perpetual, worldwide, non-exclusive, royalty-free, transferable licence to use, store and copy that content and to distribute and make it available to third parties.

12.2 Subject to clause 12.1, you acknowledge and agree that unless otherwise specified, and subject to these T&Cs, we are the owner or the licensee of all Intellectual Property Rights in our Services, including the material published on our Site and any software, logos, branding or domains contained within or made available through the Site. Those works are protected



by copyright laws and treaties around the world and all such rights are reserved. You are not permitted to use any Intellectual Property Rights without the prior written consent of the owner.

- 12.3 The Intellectual Property Rights in the Products remain the property of the Coaches of those Products (or, where applicable, the relevant Product creators).
- 12.4 These T&Cs do not grant you any rights to, under or in, any patents, copyright, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services.
- 12.5 You are not permitted to use our business name, trading name, logos or branding without our approval and you shall not remove or in any manner alter any logo, brand name, product identification, proprietary mark, trade mark notice, copyright notice, or other notices contained in or comprising part of the Services.

### 13. LIABILITY

- 13.1 If you have any questions or complaints about our Services, please contact us.
- 13.2 We do not warrant that:
  - (a) the Services will meet your specific requirements;
  - (b) the Services will be uninterrupted, timely, secure, or error-free;
  - (c) the quality of any products, services, information, or other material purchased or obtained by you through the Services will meet your expectations;
  - (d) the Site will be free of viruses or anything else which may be harmful or destructive; and/or
  - (e) any errors in the Service will be corrected.
- 13.3 You accept that we shall not be liable to you or any third party in connection with any modification, price change, suspension or discontinuance of the Services.
- 13.4 You agree to indemnify any other party to these T&Cs against all claims, liabilities, damages, costs, and expenses suffered or incurred by that other party as a result of your breach of these T&Cs.
- 13.5 All Products are supplied without a warranty of any kind (express or implied) from us. You agree that, to the fullest extent permitted by law, we shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any direct, indirect or consequential loss, however so arising under these T&Cs or any Contract you enter into with a Coach. Accordingly, you agree not to hold us responsible for any loss or other damages which you may suffer in connection with you ordering, accessing, downloading, taking delivery of, or relying on Products in any way, and accept that your only recourse in respect of any Product-related grievances is to raise a claim directly with the relevant Coach.
- 13.6 We shall have no liability to your under these T&Cs if we are prevented from or delayed in performing our obligations, or from carrying on our business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving our workforce or any other party), failure of a utility service or transport or telecommunications network, acts of God, wars, riots, civil commotions, malicious damage, epidemics, pandemics, compliance with any law or governmental orders, rules, regulations or directions, accidents, breakdowns of plant or machinery, fires, floods, storms or default of suppliers or subcontractors, provided that we notify you of such an event and its expected duration (if we are aware of such event and an estimation is feasible).



13.7 Whether you are a consumer or a business user, we do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

#### 13.8 For business users

- (a) We exclude all implied conditions, warranties, representations or other terms that may apply to the purchase, access or use of our Services.
- (b) We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with your use of, or inability to use, our Services, or your use of or reliance on any content forming part or all of our Services.
- (c) In particular, we will not be liable for: loss of profits, sales, business, or revenue; business interruption; loss of anticipated savings; loss of business opportunity, goodwill or reputation; or any indirect or consequential loss or damage.

#### 13.9 For consumer users

- (a) Please note that we only provide our Services to consumer users for domestic and private use. You agree not to use our Services for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity resulting from commercial or business use. We take no responsibility for any loss or damage that is not foreseeable.
- (b) If defective digital content that we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow instructions or to have in place the minimum system requirements advised by us or an applicable software provider.

13.10 Save for cases of fraud or wilful misconduct, and to the extent permitted under UK law, our total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of our obligations under these T&Cs shall be limited to the amount you have paid (minus any refunds provided by us) for the Services in respect of which such liability has arisen (in respect of Subscription fees, this is capped at the cost of a 1 year Subscription).

## 14. DATA PROTECTION

14.1 We will only use your personal information as set out in our [Privacy Policy](#).

## 15. ENTIRE AGREEMENT

15.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.



- 15.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.
- 15.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement. Nothing in this clause shall limit or exclude any liability for fraud.

## 16. ADDITIONAL CLAUSES

- 16.1 Technical support in relation to the Services is currently only provided via email. We will reply to you as soon as possible, but generally replies will only be sent during Business Hours.
- 16.2 You shall not, without our prior written consent, sublicense, assign, transfer, charge or sub-contract any element of the Services or any of your rights or obligations under these T&Cs to any third party, whether with or without consideration, without our prior written consent.
- 16.3 Provisions of these T&Cs that expressly or by their inherent nature should survive termination or expiry of these T&Cs shall survive termination or expiry and shall continue to have effect and be binding.
- 16.4 These T&Cs do not confer any rights on any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 16.5 If any provision or part-provision of these T&Cs is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these T&Cs.
- 16.6 No failure or delay by us to exercise any right or remedy provided under these T&Cs or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 16.7 These T&Cs and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales. You irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these T&Cs or their subject matter or formation (including non-contractual disputes or claims).