



## Bold Moves Academy Membership Terms and Conditions

**I am so pleased you have decided to sign up for my membership - please read the following important terms and conditions before you commit to using them.**

This contract sets out:

- your legal rights and responsibilities;
- my legal rights and responsibilities; and
- certain key information required by law.

The intention is that it will bring clarity to our relationship, protect both of us and take care of the business side of things so that we can get on with the good stuff!

In this contract:

- 'I', 'me' or 'my' means Samantha Hearne trading as Samantha Hearne Ltd
- 'You' or 'your' means the person buying or using my services and resources.

If you would like to speak to me about any aspect of this contract, please contact me by e-mail at [info@samanthahearnecoaching.com](mailto:info@samanthahearnecoaching.com)

### BACKGROUND

I have a business coaching and mentorship membership. The details of the membership are set out on the webpage or sales page where you signed up for the membership (membership description).

I am a limited company with company number 11132767

- 1 Introduction
  - 1.1 If you sign up to my membership you agree to be legally bound by this contract.
  - 1.2 If you use any of my free resources (for example a free trial, podcasts, workbooks, discovery sessions or any other resources I may offer free of charge from time to time) you also agree to be legally bound by this contract as appropriate, excluding the clauses relating to payment rights.
  - 1.3 When signing up for the membership or using any resources you also agree to be legally bound by:



1.3.1 my website terms of use and privacy policy found at [samanthahearnecoaching.com](http://samanthahearnecoaching.com)

1.3.2 specific terms which apply to my membership which may be set out in the membership description or in email correspondence between us.

All these documents form part of this contract as though set out in full here.

## 2 Signing up for the membership

2.1 Below, I set out how a legally binding contract between you and me is made:

2.2 You sign up for the membership either on the site or sales page by clicking on the relevant payment link or I shall send you the link by email.

2.3 When you sign up for my membership by clicking on the payment link on my site or sales page, confirmation shall be acknowledged by email. This acknowledgement does not, however, mean that you have been accepted into the membership. I may contact you in my sole discretion and refuse entry to the membership, for example if I do not think the membership is right for you or there has been a mistake in the pricing or description of the membership. I do not have any obligation to provide a reason for this refusal.

## 3 The membership

3.1 I shall provide the membership with reasonable care and skill.

3.2 The availability of the membership might be affected by events beyond my reasonable control. If so, there might be a delay before I can make the membership available again. I shall make reasonable efforts to limit the effect of any of those events, I shall keep you informed of the circumstances and I shall try to provide access as soon as those events have been fixed. Examples of events which might be beyond my reasonable control include illness, IT issues and problems with hosting providers.

3.3 In the event that membership resources are not available in whole or in part at any time, or becomes corrupted, is deleted or is failed to be stored, I shall have no liability in any circumstances.

3.4 When you gain access to the resources in the membership, the resolution and quality of the resources you receive will depend on a number of factors, including the type of device you are using and your bandwidth, which may fluctuate during the course of your viewing. While I use all reasonable endeavours to provide a quality viewing experience, I cannot make any guarantee as to the resolution or quality of the content you will receive.



- 3.5 In order to gain access to the resources in the membership, you will need to use a personal computer, portable media player, or other device that meets the system and compatibility requirements of the membership platform and software from time to time. I may change the requirements for compatible devices from time to time and, whether a device is (or remains) compatible may depend on software or systems provided by the device manufacturer or other third parties. As a result, devices that are compatible when you sign up may cease to be compatible in the future.
- 3.6 I reserve the right to make changes to the membership from time to time. The availability of the content, as well as platforms and compatible devices, may change from time to time. I also reserve the right to replace or remove any resources and the platforms available to you through the membership, and to otherwise make changes in how I operate it. I may from time to time, with respect to any or all members offer certain features or other elements of the membership, including promotional features, user interfaces, plans, pricing, and advertisements.
- 3.7 **No Sharing of login details.** You may not share, give or sell your login details to any other person or entity. Excessive viewings or logins by any member may be treated as fraudulent use of the membership, in which case it will result in the immediate cancellation of membership without refund. When you become a member you agree to take all actions possible to protect your login details from fraudulent use. I reserve the right to cancel any membership I believe has been compromised, or is being used fraudulently, at my sole discretion.
- 4 Your responsibilities
- 4.1 You will pay the fees for the membership in accordance with the membership description.
- 4.2 **Account, Password and Security.** When you sign up for the membership, you will create your own private username and log in to access kajabi. You are responsible for maintaining the confidentiality of your password and other login information, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify me of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you log out from your account at the end of each session. Each registration is for a single user only. You may not use another member's account without prior authorization from me.

[Any content you post or submit [to our site] [or to our Facebook Group] while you are a member is subject to our website terms of use and acceptable use policy.



- 4.3 You acknowledge that deciding how to handle any issues which may arise as a result of your joining the membership, the choices you make in relation to them and whether or not you follow through on any information I provide is exclusively your responsibility. For this reason, although I fully expect great results to come from your participation in the membership, I cannot guarantee any specific outcomes or that all members will achieve the same results. The results are entirely dependent on your commitment and the effort you put into the resources I make available.
- 4.4 The resources in the membership do not in any way constitute specific advice or recommendations. They are for training and guidance only. I am not able to advise you on your individual circumstances.
- 5 Fees and payment
- 5.1 The fees for the membership are set out in the membership description.
- 5.2 Membership fees are payable [monthly] [or there is an option to pay a reduced price for 12 month payments. The membership fees are automatically taken on the same date, as your first initial enrolment date. Your membership subscription will continue on a recurring basis corresponding to the term of your subscription unless and until you cancel your subscription in accordance with clause 9.1 or the account or the membership is otherwise suspended or discontinued according to the terms of this agreement.
- 5.3 The membership fees are non-refundable and you won't be refunded for months past, you will simply not be charged from the moment you cancel.

In all other circumstances I am not able to refund to you any of the payments you have made in advance.

- 6 Intellectual property
- 6.1 If I provide you with any materials, whether digital or printed, any intellectual property in those materials belongs to me and unless we agree otherwise you can only use those materials for your own personal use and you may not share them with third parties.
- 6.2 The resources in the membership are provided for your information and personal use only and (unless I explicitly state or agree otherwise in writing) may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purpose whatsoever.
- 6.3 From time to time I may record live sessions that I make available to you through the membership. If you participate in such sessions, you authorise me to use your image and voice in any such recordings (and to make use of such



recordings in any way I think fit) without payment, other condition or need for further consent.

7 How I may use your personal information

7.1 I shall use the personal information you give to me to:

7.1.1 provide the membership;

7.1.2 process your payment for the membership; and

7.1.3 inform you about any similar products and services that I provide, though you may stop receiving this information at any time by contacting me.

7.2 I shall not give your personal information to any third party unless you agree to it.

8 Resolving problems and complaints

8.1 In the unlikely event that there is a problem with the membership, please contact me as soon as possible and give me a reasonable opportunity to sort out any problems with you and reach a positive outcome.

8.2 I may at my option vary or re-perform the services if there is a problem and the terms of this agreement will apply to any re-performed services.

8.3 Nothing in this contract affects your statutory rights.

9 Termination of your membership

9.1 **Your right to cancel.** You may cancel your membership at any time. After you cancel, you will continue to have access to all the resources until the end of the billing cycle. membership fees are recurring and your membership must be cancelled prior to the renewal date in order to avoid additional membership charges.

9.2 You cancel your membership by [following the instructions on the website or] [by contacting our customer support team at [contact details]]

9.3 I may terminate your membership if you commit any material breach of the terms of this contract.

9.4 If I terminate your membership and suspend or discontinue your access due to your breach of this contract, then you will not be entitled to any credit, refund or discount in relation to the membership fees already paid by you.

9.5 If this contract is ended it will not affect my right to receive any money which you owe to me under this contract and it will not operate to affect any provisions that expressly or by implication survive termination.



- 10 Limit on my responsibility to you
  - 10.1 Except for any legal responsibility that I cannot exclude in law (such as for death or personal injury caused by negligence), I am not legally responsible for any:
    - 10.1.1 losses that:
      - (a) were not foreseeable to you and me when the contract was formed
      - (b) that were not caused by any breach of these terms on my part
    - 10.1.2 business losses, including loss of business, loss of profits, loss of management time and loss of business opportunity.
  - 10.2 My total liability to you is limited to the amount of fees you have paid for the membership.
- 11 Disputes
  - 11.1 I shall try to resolve any disputes with you quickly and efficiently.
  - 11.2 If you and I cannot resolve a dispute using my internal complaint handling procedure and either of us want to take court proceedings, the relevant courts of England and Wales will have exclusive jurisdiction in relation to this contract.
  - 11.3 The laws of England and Wales will apply to this contract.
  - 11.4 In the event of a dispute between us, you and I agree not to engage in any conduct or communications, including on social media, designed to disparage each other or my website, products and services.
- 12 Entire agreement

These terms constitute the entire agreement between us in relation to your purchase.
- 13 Third party rights
  - 13.1 No one other than a party to this contract has any right to enforce any term of this contract.