

TERMS & CONDITIONS

HER SPEAKING COACH

OVERVIEW

This Course is owned and operated by Annelise McCarthy ABN 2014 060 3824 trading as Her Speaking Coach ('Her Speaking Coach', 'we', 'our', or 'us').

Please read these Terms and Conditions ('Terms') carefully before you purchase or otherwise access our online content ('Course'). These Terms, along with our Site Terms and Conditions and our Privacy Policy ('the Terms'), govern your access to www.herspeakingcoach.com, including the Course.

By accessing the Course, you:

- a) acknowledge that you have read, and agree to comply with and be legally bound by, these Terms; and
- b) warrant that you are over 18 years of age and have the legal capacity to enter into a binding contract.

Changes to the Terms

We reserve the right to modify these Terms at any time, consistent with applicable laws and principles, without notice to you. These changes will be effective as of the date we post the revised version on this Site. It is your responsibility to review these Terms prior to initial use as well as periodically throughout your use of our Course. If at any time you choose not to accept these Terms, you should discontinue your use of our Course.

By continuing to access this Course, you are deemed to accept any future amendments to these Terms. If you are uncertain about the Terms or anything else on our Site, please don't hesitate to contact us before completing any purchase.

COURSE ACCESS

You may apply to access the Course by completing the application form and paying the Course Fee on our Site ('Site'). As a condition of purchase and participation in the Course, you agreed to be bound by our policies and procedures as set out in these Terms, including those incorporated by reference. You agree to provide accurate, current and complete information about yourself as requested or directed, and to promptly update this information to maintain its accuracy. We have the right to suspend or terminate your Course access if we suspect that such information is inaccurate or incomplete. We also reserve the right to deny your Course application for any reason.

Your access to the Course commences when your application has been accepted by us, or a date specified on our Site, and you pay the price as displayed on our Site and in accordance with these Terms ('Course Fees'). Your access to the Course continues until terminated under these Terms or the Course is taken down. We will provide you with 30 days' notice should we plan to take down the Course. In the event we intend to close down the Course, we shall provide you with 30 days notice and the ability to download applicable resources contained being the lifetime access we refer to in our promotional material.

To access the Course, you may be required to create an account. In doing so, you must provide accurate information, including your name, your business name (if applicable), address, a valid email address and contact number. You must also be at least 18 years old. You agree to update this information if and when it changes. You are solely responsible for the activity that occurs on your account, so please keep your account password secure.

COURSE FEES

Payment Terms for Course Access:

To gain access to the Course, the Course Fees may be paid through either of the following methods:

A single, full payment of the Course Fees ("Full Payment Option"); or

Monthly instalment payments, as specified at the time of enrolment (“Instalment Payment Option”).

Your chosen payment method must be indicated at the time of enrolment and is final. The total Course Fees payable will depend on the selected payment option.

For the Full Payment Option:

You will be required to pay the full amount of the Course Fees as stated on our website at the time of your enrolment.

For the Instalment Payment Option:

An initial payment is required at the time of enrolment, followed by monthly instalments. The number of instalments and the amount of each instalment will be as outlined on our website during your enrolment process. These instalments will be automatically charged each month on the anniversary of your initial payment.

Under the Instalment Payment Option, you are obligated to complete all payments unless a refund is requested in accordance with our Refund Policy detailed below. Payments cannot be cancelled or altered except as per our Refund Policy.

Method of Payment

Automatic Charges Authorisation:

By enrolling in the Course, you authorise us to automatically charge the credit card or debit card provided at the time of enrolment for the Course Fees as they become due, in accordance with these Terms.

Instalment Payments:

If you opt for the Instalment Payment Option, you agree to maintain current billing and personal information and promptly notify us of any changes. It is your responsibility to ensure that adequate funds are available for each payment.

Payment Processing:

Payments are subject to processing by third-party providers (e.g., Stripe). You are responsible for ensuring payments are made on the due dates, regardless of any adjustments by the payment provider. You must do all things reasonably necessary to ensure sufficient funds are available on the scheduled payment dates.

Failure to Pay:

Where you fail to make payment or payment is declined for any reason, you must provide a new eligible method of payment immediately or we may suspend or revoke your access to the Course. You will be liable for all outstanding payments, including third party payment provider fees, any costs incurred by us trying to recoup the outstanding Course Fees such as debt collection agency costs, including any reasonable legal costs on any Course Fees that remain outstanding. For the period where your access is restricted or revoked, you acknowledge and agree that we will not be liable to you for any refund of the Course Fees due to a failure to pay Course Fee when due or be entitled to any extended period of access to the Course due to such restriction or revocation. You further acknowledge and agree that your obligations to continue paying the Payment Plan Fee continues for the remainder of the term of the Course.

Bonuses

At the time of enrolment, we may offer individuals bonuses to sign up for the Course. You are entitled to any bonuses on offer at the time of your enrolment. Please note that bonuses are not guaranteed to be available at all times and they may vary subject to any promotions we may have throughout the year.

REFUND AND CHARGEBACK

General Refund Terms:

Due to the digital nature of the Course we offer, the Course Fees are non-refundable except as required by law or otherwise specified in writing. We do not provide refunds simply because your situation has changed or you have changed your mind.

Refunds and Chargebacks

Where you have received a refund either directly from us or via a Chargeback the following will apply:

- 1. Material Destruction:** If we have provided you with access to our Course to a verified email address from which you have engaged with us, then you must destroy all electronic copies of any Materials downloaded by you and provide us with written confirmation to hello@herspeakingcoach.com that you will not use our Materials unless you provide payment in full for the Materials we have provided to you.
- 2. Unauthorised Use:** If you receive the Materials and (a) do not comply with point 1 above and/or (b) use the Materials following a refund or Chargeback, we expect immediate payment upon receipt of a tax invoice from us.

Debt Recovery

Where you use our Materials and we do not receive payment, we reserve the right to recover any outstanding tax invoice through a formal debt recovery process. If this becomes necessary, we will seek payment of our outstanding tax invoices, and you will be liable for any reasonable costs incurred in the debt recovery process, including but not limited to, collection agency fees, legal costs, and any interest on the outstanding amount.

Definition of Chargeback

For the purposes of these Terms of Use, "Chargeback" means the reversal of a payment in response to a request that a customer files directly with their issuing bank or payment network provider.

Statutory Rights:

Nothing in these Terms is intended to modify or otherwise effect your statutory rights under consumer laws or any other applicable legislation.

If you have any questions or concerns, please do not hesitate to contact us at hello@herspeakingcoach.com

COURSE ENTITLEMENTS

Throughout the duration of your Course, you will receive various Course Entitlements designed to enhance your learning experience. The specific entitlements available to you are as described in the Course description at the time of your enrolment.

Detailed Information:

For a complete and current list of the Course Entitlements, please refer to the detailed Course description on our Site.

Adherence to Advertised Entitlements:

We commit to providing all the entitlements as outlined in the Course description at the time of your enrolment. Any changes or updates to these entitlements will be communicated to you in a timely manner.

Adaptation to Unforeseen Events:

In the event of a Force Majeure, which refers to any unforeseeable and unavoidable events outside of our reasonable control (including but not limited to natural disasters, pandemics, government actions, or other major disruptions), adjustments may be made to the delivery of Course Entitlements.

Modifications in Delivery:

Should a Force Majeure event occur, we will endeavour to ensure that Course Entitlements are either delivered in an alternative format permissible under the circumstances or rescheduled to a later date. Our priority is to maintain the continuity and quality of your learning experience while adapting to the constraints imposed by such events.

No Entitlement to Compensation:

You acknowledge and agree that in the case of any delays or modifications to Course Entitlements due to a Force Majeure event, you will not be entitled to any form of compensation. Our focus will be on providing viable alternatives to ensure the continuation of the Course under the changed circumstances.

Guest Content

From time to time, we may also provide you with additional benefits, such as guest lectures, masterclasses, products, programs, workshops or other courses, which may be provided by third parties. These are provided to enhance your learning experience.

Disclaimer

Please note that while we strive to offer valuable content, we do not guarantee the accuracy, quality or suitability of these third party offerings for your specific needs. The availability of these offerings may vary, and we are not responsible for any changes or discontinuance.

Intellectual Property Rights - Content Contribution:

Any individual who agrees to be interviewed as a guest or contributes content in any way, and who is a participant of the Course, transfers all intellectual property rights of such contributions to us. In cases where direct assignment of rights is not possible, you will grant us a non-revocable, perpetual license to use this content.

Group Sessions

Participation Requirements

During the Course, you may also be invited to participate in an online group. In order to be admitted and retain access to the group, you will be required to comply with its rules, including the rules provided by the hosting platform.

Consequence of Rule Breach

If you breach the rules of the online group, your access to the group will be revoked and, depending on the severity of the breach, your access to the Course itself may be at risk.

COMPLAINTS

Commitment to Resolution

We value your feedback and are committed to ensuring your satisfaction with the Course. If you encounter any issues or are dissatisfied, we encourage you to let us know.

How to lodge a Complaint

Should you have any concerns or be dissatisfied in any way, please contact us via hello@herspeakingcoach.com and include:

- a) your name;
- b) the email address you used to apply for the Course;
- c) details of your concern or complaint;
- d) details of what you would like us to do to resolve the matter; and
- e) copies of any relevant correspondence.

Acknowledgement and Resolution

We will acknowledge your complaint within 5 business days and aim to resolve it within 14 business days. If a complaint requires more time to resolve, we will inform you and provide regular updates.

Respectful Communication

We ask that all parties engage in respectful and constructive communication throughout the complaint process. This includes refraining from public or private statements that are negative or derogatory towards any involved party. This includes (but is not limited to) communications with third parties or posting on social media or other public forums.

Mediation

Where a dispute cannot be resolved, both parties agree to participate in mediation. The mediation will be conducted in accordance with the principles of mediation recognised in the location where we, the course provider, are based.

Legal Proceedings

If mediation does not resolve the dispute, either party may initiate legal proceedings. The jurisdiction for these proceedings will align with the legal standards applicable in the course provider's location.

Costs of Mediation and Legal Proceedings:

Mediation Costs: Each party is responsible for their own costs associated with mediation, and any shared costs will be divided equally, unless an alternative agreement is reached.

Legal Costs: In the event of legal proceedings, the prevailing party may be entitled to recover their reasonable legal costs and attorney fees from the non-prevailing party, as determined by the court or as mutually agreed upon.

INTELLECTUAL PROPERTY RIGHTS

Ownership of Intellectual Property

As part of the Course, you will have access to certain materials, including programs, workbooks, forms, templates, precedents, webinars, digital products and other content ('Materials'). We retain ownership of all Intellectual Property Rights (including copyright) in the Course and the Materials.

Scope and restrictions on use of Intellectual Property

To the extent required for participation in the Course and in consideration for the payment of the Course Fees, you are granted a non-exclusive, non-transferable, single-use, limited licence to access and use the Materials for your own personal use and non-commercial use, and you agree not to:

- a) modify the Materials;
- b) copy or share the Materials or in any way cause or allow them to be copied or shared;
- c) assign or transfer your membership of the Course to any other person without our express written consent; or
- d) sublicense, publish, sell, or provide the Materials to, or otherwise allow them to be used by, third parties.

You must not under any circumstances remove any copyright notice, trade mark or author mark from any part of the Materials.

Consequences of Infringement

If you infringe our Intellectual Property Rights, we reserve the right to immediately terminate your access to the Course and the Materials without refund and pursue legal remedies including an accounting of profits should you use our Course and Materials for commercial purposes. You will be liable for all costs (including reasonable legal costs) incurred due to your breach of these Terms.

Your Intellectual Property

For any intellectual property that you provide us with through your participation in the Course ('Participant Content'), you warrant that you are the owner of this intellectual property and indemnify us against any claim made by a third party arising out of any breach of intellectual property rights from our use of the Participant Content (including distribution for promotional purposes). By participating in the Course, you grant us a non-exclusive, irrevocable, royalty-free, perpetual licence to use and reproduce your Participant Content at our discretion.

COURSE PROMOTION

Where you have provided testimonials (in any format), you acknowledge and consent that we may use these along with reference to you on our Site and social media channels, or any other avenue, for promotional and other purposes at our discretion.

You acknowledge that part of your Course may include images, copy, text and recordings (in audio and/or video format) of your participation in the Course, where you may feature prominently. These recordings are both for the purposes of providing the Course and for us to use in our promotional material to market the Course. You irrevocably consent to our use of these recordings without restriction, including but not limited to our ability to modify, publish, reproduce or distribute them at our discretion.

USER FEEDBACK, COMMENTS AND OTHER SUBMISSIONS

We always appreciate interaction on our social media channels and feedback about our Course, as it helps us to improve our Site and our Course. Through this Site or the Course, you may be invited to submit a review or interact with us via our social media channels. We love to hear from you!

When you do decide to submit such feedback or comments, you give us permission to post or otherwise use that feedback on our social media or other channels. If you don't want us to do that, you can email us and tell us at any time.

We reserve the right to remove a review or comment if such review or comment

- contains libelous or otherwise unlawful, abusive or obscene material;
- attacks our employees or another contributor;
- contains material that discloses your personal information; or
- is unrelated to the post or content to which you have reviewed or commented on. Again. Just be a good person.

Our Site and Course may feature user reviews and comments, these reviews and comments in no way represent our views or opinions or those of the owners, shareholders, employees or others, but are the sole product of its creator. We disclaim all liability with respect to any content submitted by the user.

On our Site, we present real-life examples of and insights into other customers' and/or clients' experiences with our Course for illustration purposes only. Any results presented demonstrate to users what can be possible but are not intended to represent or guarantee that any current or future users of our Course will achieve the same or similar results.

TERMINATION

We reserve the right to terminate your access to the Course with immediate effect for any of the following reasons:

- a) Non-payment of Course Fees when due;
- b) Infringement of our Intellectual Property Rights;
- c) conduct that is demonstrably injurious or potentially harmful to our reputation;
- d) Unauthorised disclosure of Confidential Information;
- e) Breaches of these Terms or failure to fulfil any undertakings, warranties or obligations under these Terms.

Notice and Remedy

For breaches deemed rectifiable, we will provide you with notice and a reasonable opportunity to remedy the issue before termination.

Appeal Process:

You may appeal a termination decision by contacting us within 7 days of receiving our notice of termination, upon receipt, we will review the decision.

CONFIDENTIALITY

You agree to respect our privacy and confidential information, which includes information relating to our business, finances, operations, marketing strategy, administration, technology, clients, customers, employees, contractors or suppliers, along with our intellectual property and other information relating to trade secrets, know-how, systems and processes. Accordingly, unless you have our prior written consent, you will keep any information we choose to share confidential. You also agree to respect the privacy and confidential information of other Course participants unless you receive express written consent from such other participant. We will not disclose any information you provide except as set out in these Terms.

However, these obligations of confidentiality do not apply to any disclosure that:

- a) is for the purpose of performing the Terms or exercising a party's right under the Terms;
- b) is required by applicable law; or
- c) relates to Confidential Information that is publicly available through no fault of the receiving party or its personnel or was rightfully received from a third party without restriction or breach of any obligation of confidence.

PROHIBITED USE

In addition to any other prohibitions, you must not under any circumstances access or otherwise use the Course or its content:

- a) for any unlawful purpose;
- b) if you or your business in any way competes with our business;
- c) to solicit others to perform or participate in any unlawful acts;
- d) to violate any international, federal, or state regulations, rules, laws, or local ordinances;
- e) to attempt to change, remove, or otherwise interfere with the Course or any of its Materials;
- f) to infringe upon any other person's proprietary rights; or
- g) to send any unsolicited advertising or promotional material, commonly referred to as 'spam'.

WARRANTIES AND INDEMNITIES (COURSE)

Course Provision

We provide the Course and its content on an 'as is' basis. While we strive for accuracy and relevance, we cannot guarantee any specific results from your participation. Your experience and outcomes will be dependent on your own commitment, motivation and application of the Course material. Any examples of previous participants' experiences, including reviews, testimonials or other statements, are provided for illustrative purposes only, and are simply examples of what can be possible.

Limitation of Liability

You acknowledge that participation is at your own risk and except as expressly permitted by law, we cannot be held liable for:

- a) any loss or damage that you may suffer as a result of your participation (including where you disclose confidential information during any group participation);

- b) your inability to participate in the Course for any reason;
- c) your failure to maintain the security of your login details that enable you to access the Course;
- d) the statements or conduct of any third party; or
- e) your reliance on the suggestions or recommendations of any third party or Course participant.

To the fullest extent permitted by applicable laws, in no event are we responsible for any losses and expenses however arising, including without limitation, any direct, indirect and/or present, unascertained, future or contingent, loss of use, loss of data, loss caused by a virus, loss of income or profit or projected profit, loss or damage to property, claims of third parties, or other losses of any kind or character arising from or in connection with your use of our Site and/or our Course, your inability to access our Site and/or Course materials, interruption or outage of our Site and/or Course or the fact that content on our Site or in our Course is inaccurate, incomplete or out of date. Our liability for any breach of a condition or warranty under these Terms shall be limited to the extent provided for under applicable consumer laws.

Indemnification

You agree to indemnify us against any loss or damage, including legal costs, related to your breach of these Terms.

WARRANTIES AND DISCLAIMERS FOR SITE

This Site, and the content on this Site is provided on an “as is” and “as available” basis and to the fullest extent permitted by law we make no representations, guarantees or warranties of any kind about our Site and/or purchasing the Course including that:

- they are suitable, reliable, complete, secure, accurate or fit for any particular purpose;
- access will be free of any harmful components (including viruses) or other code that is harmful or may assist in causing harm; or
- there is no possibility of failure to store communications or other data.

INFORMATION AND ADVICE (DISCLAIMER)

General Nature of Content

Any content or information provided in the Course is of a general nature only and does not constitute professional advice. We do not claim to be licensed professionals in fields such as legal, medical or financial advisory or any other type of licensed professional and cannot be held liable for any reliance on the information we provide through the Course. Therefore, reliance on the information provided is at your own risk. You are responsible for determining whether the Course is right for you.

Professional Advice

No part of the Course is a substitute for obtaining advice that is specific to your individual circumstances from a qualified professional.

No Guarantee of Results

The nature of the Course means that we are unable to guarantee particular results, and any examples of achieved by other course participants is for illustrative purposes only. Any results achieved through your participation in the Course will vary depending on a range of factors beyond our control.

Third Party References

Any reference to other products or services, programs, courses, processes or other information appearing within the Course does not constitute or imply our endorsement, sponsorship or recommendation in any way.

COMPETITORS ARE EXCLUDED

You are not allowed under any circumstances to use or access any documents or content on our Site in any way that competes with our business. We reserve the right to exclude and not permit any person using this Site or accessing the Course in our sole discretion.

PRIVACY POLICY

When you apply to take part in the Course, and during your participation, you may be required to provide us with certain personal information (such as contact details) and sensitive information (such as information about your health or finances).

Your privacy is extremely important to us. We will only use your personal information in order to provide you with the Course Entitlements and to communicate with you about the Course. Where you wish to withdraw your consent from email communications, you may simply unsubscribe. Your information will be dealt with in accordance with our Privacy Policy, which is accessible here. <https://www.herspeakingcoach.com/privacy-policy>

ELECTRONIC SIGNATURE

These Terms will become binding when you agree to these Terms, including by clicking 'I consent' or 'I agree' or similar, or by purchasing and/or commencing the Course.

VALIDITY

Whenever possible, each provision of these Terms will be interpreted in such a manner as to be effective and valid under Applicable Law, but if any provision of these Terms is held invalid or unenforceable, the remainder of these Terms will nevertheless remain in full force and effect and the invalid or unenforceable provision will be replaced by a valid or enforceable provision.

ASSIGNMENT

You cannot assign these Terms, or otherwise deal with the benefit of them or any rights under them, without our prior written consent. We reserve the right to assign or novate the Terms, or otherwise deal with the benefit of them or rights under them, without your consent.

ENTIRE AGREEMENT

These Terms constitute our entire agreement with you about the Course and supersede all previous agreements, understandings and negotiations.

GOVERNING LAW AND JURISDICTION

The performance and enforcement of these Terms will accord with the laws in force where we are located as indicated on our Site. You agree to submit to the exclusive jurisdiction of the courts in that jurisdiction.