

Her Trails
Programs Purchase Terms and Conditions

Thank You for choosing Her Trails!
These Terms and Conditions govern your purchase.
By clicking “accept” You agree to these Terms and Conditions.

1. Purchase Services

- (a) The Website, www.hertrails.com is operated by The Website is operated by Her Trails Pty Ltd (ACN: 660 616 795) (**Her Trails**). Access to and use of the Website, or any of its associated services is provided by Her Trails.
- (b) The Website provides you with an opportunity to browse and purchase a variety of online programs that have been listed for sale through the Website (collectively the **Programs**). The Website provides this service by way of granting you access to the content on the Website (**Purchase Services**).
- (c) You have agreed to purchase a Program through the Website (**Program/s**).
- (d) These Terms and Conditions (**Terms**) are to be read in conjunction with the payment page (**Payment Page**) and Program information page (**Information Page**) of the Website.

2. Acceptance of the Terms

You accept the Terms by remaining on the Website. You may also accept the Terms by clicking to accept or agree to the Terms where this option is made available to you by Her Trails in the user interface.

3. Personal Information

- (a) When purchasing a Program, you will be required to provide personal information such as your full name, password, telephone number, postal and e-mail address.
- (b) You agree that all details that you have provided in completing the purchase are true and correct.
- (c) Your personal information is kept in accordance with the Her Trails Privacy Policy (**Privacy Policy**) which can be accessed via the Website.

4. Purchase of Programs

- (a) In using the Purchase Services to purchase the Programs through the Website, you will agree to the payment of the Purchase Price listed on the Website for the Program.
- (b) Payment of the Purchase Price may be made through debit card and credit card through the available payment provider (**Payment Gateway Providers**).
- (c) In using the Purchase Services, you warrant that you have familiarised yourself with, and agree to be bound by, the applicable Terms and Conditions of Use, Privacy Policy and other relevant legal documentation provided by the Payment Gateway Providers.
- (d) Following payment of the Purchase Price being confirmed by Her Trails, you will be issued with a receipt to confirm that the payment has been received and Her Trails may record your purchase details for future use.
- (e) You acknowledge and agree that where a request for the payment of the Purchase Price is returned or denied, for whatever reason, by your financial institution or is unpaid by you for any other reason, then you are liable for any costs, including banking fees and charges, associated with the Purchase Price.
- (f) Unless otherwise stated, all amounts are listed in Australian Dollars (AUD) and are GST inclusive, being goods and services tax as defined in *A New Tax System (Goods and Services Tax) Act 1999*, inclusive amounts. Where the services are provided outside Australia, GST is inapplicable.

5 Program and Membership General Terms

- (a) When you purchase a Program you are granted access to Her Trails Membership (**Membership**) and this gives you access to the Membership Services (**Membership Services**).
- (b) The Membership Services include a range of content and benefits available to you via the Her Trails TV, Her Trails Life Hub, Integrated Coaching and access to the Her Trails Ultra Facebook Group (**Facebook Group**), and direct communication from time to time including email and WhatsApp between Her Trails and you. The specific Membership Services for each individual Program is outlined on the specific program page on the Website.
- (c) Her Trails reserves the right to change the features, content or services related to the Membership without notice to you in order to improve the quality of the Membership offered to you or for any other reason, as its sole discretion.

- (d) Once Your Membership is accepted by Her Trails, this Agreement, the Website Terms and Conditions and Privacy Policy available on the Website, the Facebook Terms and Conditions www.facebook.com/terms including the Facebook Community Standards available at www.facebook.com/communitystandards/ as each amended from time to time will govern your continued Membership and use of the Membership Services.

6. Registration for Membership

- (a) In order to become a member of the Her Trails Membership you must first register for an account through the Website (**Account**).
- (b) As part of the registration process, or as part of your continued use of the Membership Services, you are required to provide personal information about yourself (such as identification or contact details), including: name and address, email address, telephone number and payment Information.
- (c) You warrant that any information you give to Her Trails in the course of completing the registration process will always be accurate, correct and up to date.
- (d) Once you have completed the registration process, and your Membership is accepted, you will be a registered member of the Website and agree to be bound by the Membership Terms (**Member**).
- (e) Her Trails will only accept completed applications and reserves the right to reject an application for any reason.
- (f) If your application is accepted, you will receive a confirmation e-mail on receipt of your completed application and payment.
- (g) You may not use the Membership Services and may not accept the Membership Terms if:
 - (i) you are not of legal age to form a binding contract with Her Trails; or
 - (ii) you are a person barred from receiving the Membership Services under the laws of Australia or other countries including the country in which you are resident or from which you use the Membership Services.

7. Membership Inclusions

- (a) Her Trails offers membership packages with various inclusions as follows:

Her Trails 10KM

Weekly programs over 8 weeks
Her Trails Ultra Facebook Community Group
Her Trails TV
Integrated Coaching
Her Trails Life Hub

Membership and Program access for 12 weeks from the commencement of the Program

Her 21.1 Trail

Weekly programs over 12 weeks
Her Trails Ultra Facebook Community Group
Her Trails TV
Integrated Coaching
Her Trails Life Hub
2 x physio Q&A sessins

Membership and Program access for 24 weeks from the commencement of the Program

Her Training Cycles

Weekly programs
Her Trails Ultra Facebook Community Group
Her Trails TV
Integrated Coaching
Her Trails Life Hub
Get started guide
Her Trails Podcast

Membership and Program access for 12 weeks from the commencement of the Program.

UTA 11KM and 22KM

Weekly programs over 16 weeks
Her Trails X UTA Facebook Community Group
Her Trails TV
Integrated Coaching
Her Trails Life Hub

Live monthly zoom sessions
Digital goodies bag and Her Trails swag
Discount to Her Trails UTA Summit

Membership and Program access for the life of the Program

UTA 50KM and 100KM

Weekly programs over 20 weeks
Her Trails X UTA Facebook Community Group
Her Trails TV
Integrated Coaching
Her Trails Life Hub
Live monthly zoom sessions
Digital goodies bag and Her Trails swag

Membership and Program access for the life of the Program and until the next race day,
unless otherwise agreed.

Her Trails 50KM

Weekly programs over 20 weeks
Her Trails Ultra Facebook Community Group
Her Trails TV
Integrated Coaching
Her Trails Life Hub
Live monthly zoom sessions
Digital goodies bag and Her Trails swag

Membership and Program access for 30 weeks from commencement of the Program

Her Trails 100KM

Weekly programs over 20 weeks
Her Trails Ultra Facebook Community Group
Her Trails TV
Integrated Coaching
Her Trails Life Hub

Live zoom sessions

Digital goodies bag and Her Trails swag

Membership and Program access for 30 weeks from commencement of the Program

28 day Grit & Growth Challenge

Daily emails with 28 unique sessions

Her Trails x Grit & Growth Facebook Community Group

Her Trails Life Hub

Partner discounts

Digital goodies bag and Her Trails swag (add on)

Membership and Program access for 2 months from commencement of the Program

- (b) All inclusions are subject to change and are offered at the sole discretion of Her Trails.
- (c) You are permitted to alter your Membership package at any time. Your new Membership fee will be charged beginning the next monthly due date. This does not result in the cancellation of your Membership.

8. Program and Membership Fees

- (a) You agree to pay Her Trails the Program and Membership Fees set out on the Program page.
- (b) You agree and acknowledge that Her Trails can vary the Program and Membership Fee at any time by providing advanced notice to you.

9. Payment

- (a) Program and Membership Fees and payment options are set out on the various Program pages on the Website.
- (b) All payments made in the course of your use of the Membership Services are made using the available payment method/s. When making any payment in relation to your use of the Membership Services, you warrant that you have read, understood and

agree to be bound by the terms and conditions of a payment provider which are available on their website.

- (c) You acknowledge and agree that where a request for the payment of the Program and Membership Fee is returned or denied, for whatever reason, by your financial institution or is unpaid by you for any other reason, then you are liable for any costs, including banking fees and charges, associated with the Program and Membership Fee.
- (d) In the event that any payment under these Terms is not made in full on the due date, Her Trails is entitled to charge You interest at the rate of 5% per annum, calculated daily.
- (e) You agree that if You default on any payments due and payable under these Terms, any costs incurred by Her Trails for steps taken to enforce payment terms will be recoverable and payable by You.

10. Member Conduct and Obligations

- (a) As a Member, you expressly agree that you will not, through any means:
 - (a) harm, harass, hassle or abuse other Members; or
 - (b) send un-welcomed communication such as spam to other Members; or
 - (c) act in an unlawful, abusive, defamatory, discriminatory or otherwise objectionable manner; or
 - (d) infringe the intellectual property or privacy rights of any Member or any third-party.
- (b) Her Trails, at its discretion, reserves the right to remove, edit or alter any content created by you, on the membership site or on the Facebook Group or any other related platform.
- (c) Her Trails retains the right to revoke your Membership or deny you access to the Membership Services at any time.
- (d) As a Member, you agree to comply with the following:
 - (iii) you will use the Membership Services only for purposes that are permitted by:

- i. the Terms; and
 - ii. any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;
- (iv) you have the sole responsibility for protecting the confidentiality of your password and/or email address. Use of your password by any other person may result in the immediate cancellation of the Membership Services;
- (v) any use of your registration information by any other person, or third parties, is strictly prohibited. you agree to immediately notify Her Trails of any unauthorised use of your password or email address or any breach of security of which you have become aware;
- (vi) access and use of the Website is limited, non-transferable and allows for the sole use of the Website by you for the purposes of Her Trails providing the Membership Services;
- (vii) you will not use the Membership Services or the Website in connection with any commercial endeavours except those that are specifically endorsed or approved by the management of Her Trails;
- (viii) you will not use the Membership Services or Website for any illegal and/or unauthorised use which includes collecting email addresses of Members by electronic or other means for the purpose of sending unsolicited email or unauthorised framing of or linking to the Website;
- (ix) you agree that commercial advertisements, affiliate links, and other forms of solicitation may be removed from the Website without notice and may result in termination of the Membership Services. Appropriate legal action will be taken by Her Trails for any illegal or unauthorised use of the Website; and
- (x) you acknowledge and agree that any automated use of the Website or its Membership Services is prohibited.

11. Cancellation, Refunds and Termination

11.1 Her Trails 10KM, Her 21.1 Trail, Her Training Cycles and 28 day Grit & Growth Challenge

- (a) Her Trails 10 KM, Her 21.1 Trail, Her Training Cycles and 28 day Grit & Growth Challenge are non-refundable.
- (b) Her Trails will only provide you with a refund of the Purchase Price if Her Trails is unable to continue to provide the programs (the '**Refund**').

11.2 UTA 11KM & 22KM, UTA 50 KM & 100KM, Her Trails 50KM and Her Trails 100KM

- (a) Her Trails understand that individual life circumstances change. If you wish to cancel your involvements in any of the UTA 11KM & 22KM, UTA 50 KM & 100KM, Her Trails 50KM and Her Trails 100KM, you must notify Her Trails of an intention to cancel by e-mail to info@hertrails.com and abide by the following ('**Cancellation Policy**').
- (b) If you cancel your involvement in any of the Programs outlined in clause 10(a) above, you will not receive a refund for monies paid up to and including the date of cancellation, and your program membership will be transferred to an alternative program more aligned with your circumstances and revised goals.

11.3 Termination of any Program

- (a) Her Trails reserves the right to terminate your involvement in any Program for a breach of these Terms with 7 days' notice by e-mail.
- (b) If Her Trails terminated your involvement in a Program, you agree to pay Her Trails for the portion of services completed up to the date and time of termination.

12 Program Delivery and Licence Information

- (a) Each purchase of a Program grants to you access to the program through the platform provided (**Membership Portal**).
- (b) When you purchase a Program, Her Trails grants you a limited, revocable, non-exclusive, non-sub licensable, non-transferable license to access and use the specific Program and any related software, content, equipment or other materials for your specific, non-commercial use only (**Licence**).
- (c) Unless otherwise stated, the Licence is valid for the Program term only (**Licence Term**). This means the Program will be viewable via the download link for the Licence

Term only. After this time the Program will expire and you will no longer be able to access the Program.

- (d) The Programs are intended for use in a single household within the licence Term only. Sharing of your Licence is prohibited. This includes the sharing of any supplemental Program materials, booklets, and access to any other aspect of the Program.

13 Warranty

- (a) Her Trails will use its best efforts and take all reasonable steps to provide you with the information and support to help you work towards achieve your desired results. However, Her Trails makes no warranty that the Programs will meet your requirements or that all participants will achieve the same results.
- (b) The Programs do come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with a Product, you are entitled to cancel your contract with Her Trails and are entitled to a refund for the unused portion, or to compensation for its reduced value. For major failures with the Program, you are entitled to cancel your contract with Her Trails, and you are entitled to a refund for the unused portion, or to compensation for its reduced value. A major failure with the service is defined by the Australian Consumer Law and includes but is not limited to severe situations where a service is unfit for the purpose it is sold or creates an unsafe situation.

14 Programs Disclaimer

- (a) You agree that when you purchase the Programs, you are solely responsible for creating and implementing your own physical, mental and emotional well-being, decisions, choices, actions and results arising out of or resulting from Her Trails's relationship with you, its educational materials and interactions with you. As such, you agree that Her Trails is not and will not be liable or responsible for any actions or inaction, or for any direct or indirect result of any Programs it provides.
- (b) You understand that the Programs are not a substitute for medical attention, examination, diagnosis or treatment. Additionally, the Programs are not to be used as a substitute for professional medical, psychology, psychiatric or other mental health care. It is your exclusive responsibility to seek such independent medical care and professional guidance as needed. Seek the advice of your doctor or other qualified health providers with any questions you may have regarding a medical condition.

Inform your doctor of any changes you may make to your lifestyle and discuss these with your doctor. Do not disregard medical advice or delay visiting a medical professional because of something you read or hear in the Programs.

- (c) You agree to release and discharge Her Trails from and against all claims arising out of or in connection with provision of the Programs and any techniques employed. This release includes but is not limited to any claim for personal injury, damages and death of any participant which has participated in a Program from Her Trails.
- (d) You understand that in order to enhance the relationship and sessions with Her Trails, you agree to communicate honestly, be open to feedback and assistance and to create the time and energy to participate fully in the Programs.

15. Liability

- (a) Her Trails's total liability arising out of or in connection with the Programs, or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the Programs to you.
- (b) You expressly understand and agree that Her Trails, its affiliates, employees, agents, contributors and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

16. Copyright and Intellectual Property Rights

16.1 Intellectual Property Rights

- (a) You agree that any works, documentation, materials, or content of the Programs, creative works or information of whatever nature produced or developed by Her Trails or under Her Trails's direction pursuant to or in the course of providing the Programs will remain the sole and complete property of Her Trails, whether such property is tangible or is in the nature of industrial and Intellectual Property Rights (including copyright, trademarks and rights of Confidential Information).
- (b) There is no assignment of Intellectual Property Rights by Her Trails to You pursuant to these Terms.

- (c) Nothing in these Terms affects the moral rights in any works, items, materials or information supplied pursuant to these Terms.

16.2 Indemnification

You hereby indemnify and agree to keep indemnified Her Trails against all liability, losses or expenses You incur in relation to or in any way directly or indirectly connected with any breach of copyright or any rights in relation to copyright in such literary and artistic works supplied as aforesaid.

17. Mailing List and SMS List Registration

- (a) You will be given the option to register for the Her Trails Mailing List (the '**Mailing List**').
- (b) As part of the registration process, you may be required to provide personal information about yourself (such as identification or contact details), including:
 - (i) Email address
 - (ii) Postal address
 - (iii) Telephone number
- (c) If you choose to register for the Mailing List, you agree to receive promotional material, updates and other content from Her Trails.

18. Governing Law & Jurisdiction

These Terms are governed by the laws of Victoria, Australia. In the event of any dispute arising out of or in relation to the Purchase Services or the Programs, Her Trails agrees that the exclusive venue for resolving any dispute shall be in the courts of Australia, situated in Victoria, Australia.

19. Severance

Any provision of these Terms which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of these Terms or affecting the validity or enforceability of such provisions in any other jurisdiction.

20. Marketing

You agree that any testimonials that may be provided by you from time to time may be used by Her Trails for marketing purposes.

21. Entire Agreement and Modifications

Both you and Her Trails confirm and acknowledge that these Terms, Information Page, Payment Page and Website Terms and Condition of the Website constitute the entire agreement between you and Her Trails and shall supersede and override all previous communications, either oral or written, between the parties.