

Her Trails
Website Terms and Conditions

1. About the Website

- 1.1. Welcome to www.hertrails.com (**Website**). The Website provides you with an opportunity to browse and purchase a variety of online programs (**Programs**) that and physical products (**Products**) have been listed for sale through the Website. The Website additionally offers you the opportunity to browse Her Trail's services. The Website provides this service by way of granting you access to the content on the Website (**Purchase Services**).
- 1.2. 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 Programs, Products or services, is provided by Her Trails. Please read these terms and conditions (**Terms**) carefully. By using, browsing and/or reading the Website, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Website, or any of Services, immediately.
- 1.3. Her Trails reserves the right to review and change any of the Terms by updating this page at its sole discretion. When Her Trails updates the Terms, it will use reasonable endeavours to provide you with notice of updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication.

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. Purchase Policy

- 3.1. In using the Purchase Services to purchase the Programs, Products or services through the Website, you will agree to the payment of the purchase price listed on the Website (**Purchase Price**).

- 3.2. Payment of the Purchase Price may be made through debit card and credit card through the available payment provider (**Payment Gateway Providers**).
- 3.3. 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.
- 3.4. 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.
- 3.5. 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.
- 3.6. Unless otherwise stated, all amounts are listed in Australian Dollars (AUD) and are GST exclusive, being goods and services tax as defined in A New Tax System (Goods and Services Tax) Act 1999, exclusive amounts. Where the services are provided outside Australia, GST is inapplicable.
- 3.7. If you are making payment under a payment plan, and any payment under the Terms is not made in full on the due date, Her Trails is entitled to charge you interest at the rate of 4.5% per annum, calculated daily.
- 3.8. You agree that if you default on any payments due and payable under the Terms, any costs incurred by Her Trails for steps taken to enforce payment terms will be recoverable and payable by you.
- 3.9. Her Trails does not provide refunds for Products, Programs or services. Please keep this in mind when making a purchase.

4. Delivery of Programs and Licence Information

- 4.1. Each Program purchase grants you access to the Program through the available platform (**Member Portal**).
- 4.2. When you purchase a Program through the Website, Her Trails grants you a limited, revocable, non-exclusive, non-sublicensable, 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**).

- 4.3. The Licence is valid for the Program term outlined on the Program information page of the relevant Program (**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.
- 4.4. 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, digital resources, and access to any other aspect of the Program.

5. Program Refunds and Cancellation

You must notify Her Trails of an intention to cancel your involvement in the Program as soon as practicable through e-mail to info@hertrails.com and abide by the following cancellation policy (**Cancellation Policy**).

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**').

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 this Cancellation Policy.
- (b) If you cancel your involvement in any of the Programs outlined in clause 10(a) above, you will not received 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.

6. Termination of any Program by Her Trails

(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.

7. Warranty for the Program

7.1. Her Trails makes no warranty that the Program will meet your requirements or that all participants will achieve the same results.

7.2. The Programs come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the Program, 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. 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.

8. Program Disclaimer

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 the Program and interactions with Her Trails. 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 Program provided by Her Trails.

9. Delivery of Products

9.1. Her Trails reserves the right to accept or reject your order for any reason, including if the requested Product is not available.

9.2. You acknowledge that the Purchase Services offered by Her Trails integrate delivery (**Delivery Services**) through the use of third-party delivery companies (**Delivery Service Providers**).

9.3. If an item is lost or damaged in the course of the Delivery Services, Her Trails asks that you:

(a) contact the Delivery Service Provider directly to request a refund or to claim on any insurance options available; and

- (b) contact us by sending an email to info@hertrails.com outlining in what way the Products were damaged in transit so we can determine if the Delivery Service Provider should be removed from the Purchase Services

10. Product Refunds

- 10.1. If you have received the incorrect Product, Her Trails will provide a refund on the return of the Product. To request a refund and organise a return please e-mail info@hertrails.com with your proof of purchase and photographs of the Product you have received within 5 business days of receiving the Product.
- 10.2. Her Trails does not provide refunds for change of mind.
- 10.3. Refunds will not be given for late delivery outside the stipulated delivery time frames provided on the Website or by the delivery service providers.
- 10.4. In the following situations, no refund or return will be available.
 - (a) Denied acceptance of delivery by receiver;
 - (b) Inaccurate delivery address;
 - (c) Absent receiver - If a receiver is not home and a calling card is left at the address by the delivery service provider, it is the receiver's responsibility to contact the delivery service provider to arrange appropriate delivery. If the parcel remains undeliverable due to no contact from the receiver, it will be returned to Dr Kristy Goodwin for a return fee charged to the initial payment method.
 - (d) Her Trails wants you to be satisfied with your Product. If you have any issues with Her Trail's Products, please e-mail info@hertrails.com.

11. Warranty for Products

The Products come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the Product, You are entitled to choose a refund or replacement for major failures. If a failure with the Product does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the Product.

12. Copyright and Intellectual Property

- 12.1. The Website, the Programs, Products, Purchase Services and all related material of Her Trails are subject to copyright. The material on the Website is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the site content and compilation of the website (including text, graphics, logos, button icons, video images, audio clips and software) (**Content**) are owned or controlled for these purposes and are reserved by Her Trails or its contributors.
- 12.2. Her Trails retains all rights, title, and interest in and to the Website and all related content. Nothing you do on or in relation to the Website will transfer to you:
 - (a) the business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright of Her Trails; or
 - (b) the right to use or exploit a business name, trading name, domain name, trade mark or industrial design; or
 - (c) a system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a system or process).
- 12.3. You may not, without the prior written permission of Her Trails and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Content or third party content for any purpose. This prohibition does not extend to materials on the Website, which are freely available for re-use or are in the public domain.
- 12.4. You agree that any works, documentation, materials, Program content, creative works or information of whatever nature produced or developed by Her Trails or under Her Trails ' direction pursuant to or in the Program of providing the Program 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 and rights of Confidential Information). There is no assignment of Intellectual Property Rights by Her Trails to you pursuant to these Terms. Nothing in this Agreement affects the Moral Rights in any works, items, materials or information supplied pursuant to these Terms.

13. Privacy

Her Trails takes your privacy seriously and any information provided through your use of the Purchase Services is subject to Her Trails' Privacy Policy.

14. General Disclaimer

- 14.1. You acknowledge that Her Trails does not make any terms, guarantees, warranties, representations or conditions whatsoever regarding the Products other than those provided for pursuant to these Terms.
- 14.2. Program and Product descriptions posted on Her Trails' Program and Product pages are used as an indication of the services rather than an actual representation. Her Trails accepts no responsibility for inaccurate information supplied to it.
 - (a) The website may contain technical inaccuracies or typographical errors or omissions. Her Trails is not responsible for typographical, pricing, product information or advertising.
 - (b) Advertised prices and availability are subject to change without notice. Her Trails reserves the right to make changes, corrections and/or improvements to the Website, and to the products and services described in such information, at any time without notice.
- 14.3. Nothing in these Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.
- 14.4. Subject to this clause, and to the extent permitted by law:
 - (a) all terms, guarantees, warranties, representations or conditions which are not expressly stated in these Terms are excluded; and
 - (b) Her Trails will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the

Purchase Services or these Terms (including as a result of not being able to use the Purchase Services or the late supply of the Purchase Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.

- 14.5. Use of the Website, the Purchase Services, and any of the products of Her Trails is at your own risk. Everything on the Website, the Purchase Services, and the Products of Her Trails, are provided to you on an "as is" and "as available" basis, without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors, third party content providers or licensors of Her Trails make any express or implied representation or warranty about its Content or any products or Purchase Services (including the products or Purchase Services of Her Trails) referred to on the Website. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:
- (a) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or another harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;
 - (b) the accuracy, suitability or currency of any information on the Website, the Purchase Service, or any of its Content related products (including third party material and advertisements on the Website);
 - (c) costs incurred as a result of you using the Website, the Purchase Services or any of the Products;
 - (d) the Content or operation in respect to links which are provided for the User's convenience;
 - (e) any failure to complete a transaction, or any loss arising from e-commerce transacted on the Website; or
 - (f) any defamatory, threatening, offensive or unlawful conduct of third parties or publication of any materials relating to or constituting such conduct.

15. Information Disclaimer

- 15.1. Any information, advice, content or documentation provided on the Website or through the Programs, including in any associated blog article or podcast, on the Website generally or on any other related platform do not constitute psychological, career, professional, business or other advice, and are provided for general information and guidance purposes only.
- 15.2. All care is taken in the preparation of the information and published materials in any associated blog article or podcast, on the Website or on any other related platform. Her Trails does not make any representations or give any warranties about its accuracy, reliability, completeness or suitability for any particular purpose.
- 15.3. To the extent permissible by law, Her Trails will not be liable for any expenses, losses, damages (including indirect or consequential damages) or costs that might be incurred as a result of the information being inaccurate or incomplete in any way and for any reason or Your reliance on the information, advice or documentation in any associated blog article or podcast, on the Website or on any other related platform.

16. User Generated Content

- 16.1. If you choose to contribute any content to the Website or any other platform operated by Her Trails, you are solely responsible for it. This includes comments, reviews, tweets, posts, photos, pictures, images, videos, materials or other user-generated content or information (**Your Content**).
- 16.2. By contributing content to the Website, you grant Her Trails a royalty-free, non-exclusive license to use Your Content in any way that it chooses. This may include the use of your photos or video on other parts of the Website, advertising, promotions or social media accounts held by Her Trails.
- 16.3. Additionally, if you post your User Content with any personal information including identifying information such as location or name, you agree Her Trails can use that information with your User Content for advertising and promotional purposes, or any other business purpose.
- 16.4. You confirm you own or have the right to use any copyright material included in Your Content (including replies to Her Trails social media posts, reviews, music, photos, quotes and excerpts of audio or video), that you have the permission of anyone appearing or performing in Your Content and that you are not infringing any third-party rights by submitting the content to Her Trails. You also confirm you have, where

appropriate, sought the consent of the parent or guardian of any person under the age of 18 who is featured in Your Content.

- 16.5. Please ensure you keep your own copies of Your Content as Her Trails may not archive, store or back up Your Content nor continue to make Your Content accessible online.
- 16.6. Her Trails will endeavour to provide you with an appropriate credit when using Your Content on Her Trails platforms, though you understand and agree this may not always be possible.
- 16.7. **Her Trails** reserves the right to remove Your Content at any time. Your Content must not be malicious, libellous, false, inaccurate, threatening, abusive, obscene, defamatory or racially, sexually, religiously or otherwise objectionable and offensive.

17. Mailing List

- 17.1. You will be given the option to register for the Her Trails Mailing List (**Mailing List**).
- 17.2. As part of the registration process, you may be required to provide personal information about yourself (such as identification or contact details), including:
 - (g) Email address
 - (h) Name
- 17.3. If you choose to register for the Mailing List you agree to receive promotional material, updates and other content from Her Trails.

18. Limitation of Liability

- 18.1. Her Trails' total liability arising out of or in connection with the Purchase Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the most recent Purchase Price paid by you under these Terms or where you have not paid the Purchase Price, then the total liability of Her Trails is the resupply of the information or Purchase Services to you.
- 18.2. You expressly understand and agree that Her Trails, its affiliates, employees, agents, contributors, third party content providers 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.

- 18.3. Her Trails is not responsible or liable in any manner for any site content (including the Content and Third Party Content) posted on the Website or in connection with the Purchase Services, whether posted or caused by users of the website of Her Trails, by third parties or by any of the Purchase Services offered by Her Trails.

19. Indemnity

- 19.1. You agree to indemnify Her Trails its affiliates, employees, agents, contributors, third party content providers and licensors from and against:
- (a) all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with any Content you post through the Website;
 - (b) any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so and any breach by you or your agents of these Terms; and/or
 - (c) any breach of the Terms.

20. Venue and Jurisdiction

In the event of any dispute arising out of or about the Website, you agree that the exclusive venue for resolving any dispute shall be in the courts of Victoria, Australia.

21. Governing Law

The Terms are governed by the laws of Victoria, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of Victoria, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

22. Independent Legal Advice

Both parties confirm and declare that the provisions of the Terms are fair and reasonable and both parties having taken the opportunity to obtain independent legal advice and declare the Terms are not against public policy on the grounds of inequality or bargaining power or general grounds of restraint of trade.

23. Severance

If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed and the rest of the Terms shall remain in force.