



HUB MEMBERSHIP TERMS AND CONDITIONS

Erica Webb (ABN 89 447 158 499) is a counsellor, somatic exercise coach, mindful movement teacher, and advocate for self-kindness. Erica has created the SelfKind Hub Membership (the "Membership") to help individuals engage in regular mindful movement practice, cultivate self-acceptance and nurture a positive relationship with their bodies.

These Membership Terms and Conditions ("**Agreement**") govern your use of the SelfKind Hub Membership site (the "Site") and form a legal agreement between you (the "Member") and Erica Webb.

This Agreement constitutes the entire and only Agreement between you and Erica Webb supersedes all prior agreements, conduct, representations, and understandings about the Membership.

You warrant you are 18 years or older and have the legal capacity and authority to enter into this Agreement.

Please read this Agreement carefully and contact us at erica@ericawebb.com.au if you have any questions before subscribing to the Membership.

TERMS AND CONDITIONS

1 ACCEPTANCE OF TERMS

- 1.1 By subscribing to, accessing, downloading, or using the information, products, and services offered on our Site, you agree to be bound by these Terms, which you acknowledge that you have read and understood.
- 1.2 We may change all or part of these Terms at any time. If we do, the new terms and conditions will be posted on this Site.
- 1.3 Your continued use of the Site will constitute your acceptance of any changes.
- 1.4 If you object to any changes to the Terms, your only remedy is to immediately discontinue your subscription and use of products and services offered.

2 BENEFITS OF MEMBERSHIP

- 2.1 **Benefits of Membership include access to:**
 - (a) Pre-recorded videos
 - (b) Live masterclasses
 - (c) Live call replays
 - (d) PDF downloads and worksheets
 - (e) Guided Audio Meditation and Relaxation Tracks
 - (f) Facebook Community Group
- 2.2 **Becoming a member**
Registration
- 2.3 You can become part of the SelfKind community by registering your Membership via the registration process on our Site.
- 2.4 Membership is offered monthly and annually.
- 2.5 As requested, you must provide accurate, complete, up-to-date Membership registration information. You are responsible for informing us of any changes to your registration information.
- 2.6 We may request a form of identification to verify your identity anytime.

Password security

- 2.7 By becoming a Registered Member of this Site, you acknowledge and agree that:
- (a) You are solely responsible for protecting the confidentiality of any password or member identification that may be issued to or subscribed for by you from time to time.
 - (b) You will not reveal (or cause to be revealed through any act or omission) your password to any other person.
 - (c) You will notify us immediately if your password is lost or becomes known to anyone else.
 - (d) You are solely responsible for all access to and use of this Site via your password, whether such access or use is by you or any other person, and
 - (e) Any information you provide us for posting or inclusion in our online community at any time becomes our property.
- 2.8 Your personal information to SelfKind will be treated strictly under our Privacy Policy at <https://www.ericawebbyoga.com.au/privacy-policy>.

3 MEMBERSHIP FEES AND PAYMENT

- 3.1 The membership fee is paid monthly or annually based on subscription type selection.
- 3.2 The current SelfKind membership fee options are as follows:
- a. Monthly - \$43
 - b. Annual - \$430
- 3.3 Where a member cancels Membership and subsequently requests to rejoin, they may do so at the current advertised membership fee on the website.
- 3.4 All payments are processed through Stripe, Apple Pay and Google Pay.
- 3.5 SelfKind does not retain credit or debit card information. The Privacy Policy of the third-party payment processor manages information provided by you for processing payment.
- 3.6 Membership fees are in Australian Dollars (\$AUD) only.
- 3.7 Membership fees charged to Australian residents include GST.
- 3.8 Erica Webb reserves the right to change fees at any time without notice. Please check the website for updated fees.
- 3.9 Existing members will receive 30 days' notice of any fee change. (Existing members have their price locked in for the length of their Membership - their fees won't change unless they leave and return later)
- 3.10 Unless stated otherwise, charges referred to for any goods or services supplied (or offered for supply) via our website are stated to include GST.

4 CONTENT AND DELIVERY

- 4.1 Content is updated weekly and monthly, depending on the time of the year.
- 4.2 Content is available to the member for the duration of the Membership subscription.
- 4.3 Upon cancellation, access to Content will cease to be available after the last day of the billing cycle of the month of cancellation.

Delivery

- 4.4 The primary delivery method for Content is through our website and Zoom.
- 4.5 Workbooks, templates and checklists are available via PDF downloads.
- 4.6 All live coaching is via Zoom, and replays are available on the website.

5 MEMBER OBLIGATIONS

Conduct

- 5.1 When using our Products and Services, you may be given access to Facebook groups, review services or other forums (**Online Community**). You may post comments, photos, messages or other material (**Your Content**).
- 5.2 When posting Your Content, you agree that you will not post or otherwise publish through this Site or our Online Community any of the following:

- (a) Content that is unlawful, fraudulent, misleading, deceitful, threatening, abusive, libellous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, abusive, offensive, inflammatory or otherwise objectionable.
 - (b) Content that harasses, degrades, intimidates or is hateful to individuals or groups of individuals based on religion, gender, sexual orientation, race, ethnicity, age or disability.
 - (c) Information that includes personal or identifying information about another person without that person's consent.
 - (d) Information that constitutes promotion or advertisement for products or services offered through competing internet platforms and businesses, except as otherwise expressly permitted by us.
 - (e) Any information or Content that impersonates any person or entity.
- 5.3 By posting or otherwise publishing Your Content on our Site or Online Community, you:
- (a) Grant us a non-exclusive, worldwide, royalty-free, perpetual license to use, reproduce, edit and exploit Your Content in any form and for any purpose;
 - (b) Warrant that you have the right to grant the above licenses;
 - (c) Warrant that Your Content does not breach these Terms; and
 - (d) Consent to any act or omission which would otherwise constitute an infringement of your moral rights. If you add any content in which any third party has moral rights, you must also ensure that the third party consents in the same manner.
- 5.4 Erica Webb reserves the right to:
- (a) Review, modify, reformat, reject or remove Your Content that, in our opinion, violates these Terms or otherwise has the potential to harm, endanger or violate the rights of any person; and
 - (b) Monitor the use of the Site and store or disclose any information we collect, including investigating compliance with the Terms or any police investigation or governmental request.
- 5.5 Whilst using this Site or our Online Community, you agree you will not:
- (a) Contact anyone who has asked not to be contacted.
 - (b) Collect personal data about other users for commercial or unlawful purposes.
 - (c) Infringe other user's privacy rights.
 - (d) Violate the intellectual property of others.
 - (e) Post anything that contains software viruses, worms or any other harmful code.
 - (f) Use manual or automated software, devices, script robots, or other means or processes to access our Site or any related data or information.
- 5.6 You are responsible for committing sufficient time and resources to learning and implementing the resources and training provided in the Membership to achieve reasonable results for your purpose.

6 MEDICAL DISCLAIMER

- 6.1 All SelfKind Hub Membership Products and Services offered on the website and via subscription are only intended for general education and information purposes.
- 6.2 Nothing on this Site, or any of the Content provided to you by us during our provision of the Products and Services, purports to offer tailored or individual medical or other professional advice.
- 6.3 You should always seek professional advice from your doctor or health professional before acting on any information we provide.
- 6.4 The Selfknd Hub Membership provides education, coaching, support, guidance, and tools for clients. Any decision you make, and the consequences that flow from such decisions are your sole responsibility.
- 6.5 Any testimonials and examples within our marketing materials will not be taken to guarantee that you will achieve the same or similar results.
- 6.6 You acknowledge and agree that Erica Webb, its employees, and representatives are not responsible for decisions you may make nor losses arising from a personal decision you made at any time.

7 REFUNDS

- 7.1 Refunds are not provided for membership fees or products and services provided by us where you have been given access to Our Content or our Online Community, whether accessed by you or not, unless we breach the *Australian Competition and Consumer Act 2010*.

8 CANCELLATION

- 8.1 You may cancel your Membership at any time via your online account.

9 RIGHT TO TERMINATE

We reserve the right to terminate your use of the Site, Online Community or our Products and Services generally if you breach these terms, including conduct, as determined by us in our sole discretion.

10 INTELLECTUAL PROPERTY AND COPYRIGHT

- 10.1 All material on this Site and any online community hosted by this Site, or otherwise delivered to the Membership, including (but not limited to) videos, templates, PDF information downloads, and Facebook live recordings (**Our Content**), is subject to copyright.
- 10.2 While you may browse or print our Content for non-commercial, personal or internal business use, you must obtain our prior written permission if you'd like to use, copy or reproduce it for any commercial purpose.
- 10.3 Modifying our Content for any purpose other than personal or internal business use violates our copyright and other proprietary rights and is strictly prohibited.
- 10.4 You acknowledge that you do not acquire ownership rights using the Site or our Content.
- 10.5 The trademarks, logos, and service marks displayed on our Site are the registered or unregistered trademarks of Erica Webb.
- 10.6 Whether registered or unregistered, the trademarks may not be used in connection with any product or service that does not belong to Erica Webb, in any manner that is likely to confuse consumers, or in any manner that disparages Erica Webb or the Membership.
- 10.7 Nothing contained on this Site or in our Online Community should be construed as granting, by implication or otherwise, any license or right to use any trademark without our express written permission.
- 10.8 You agree that damages may be an inadequate remedy to a breach of these Terms and acknowledge that Erica Webb will be entitled to seek injunctive relief if such steps are necessary to prevent violations of its intellectual property rights.

11 LINKS TO THIRD-PARTY WEBSITES

- 11.1 This Site may include links to other websites maintained by third parties not under Erica Webb's control (**Linked Sites**).
- 11.2 Linked Sites are made available to you solely as a convenience, and including links to Linked Sites on the Site does not imply endorsement of the Linked Sites by Erica Webb.
- 11.3 You access Linked Sites at your own risk, and by accessing them, you leave the Site.

12 LIABILITY IS LIMITED

- 12.1 The disclaimers, liability limitations, and indemnities within these Terms do not exclude your rights from those under *Australian Consumer Law*.
- 12.2 Erica Webb is not responsible for and accepts no liability for Content uploaded, posted, transmitted or otherwise made available on the Site by any person other than us.
- 12.3 Erica Webb will not be taken to have uploaded, posted, transmitted or otherwise made the Content available on the Site simply by facilitating others to post, transmit or otherwise make Content available.
- 12.4 Erica Webb does not endorse any opinion, advice or statement from anyone other than us.
- 12.5 You agree that we will not be liable for any loss or damage that you incur as a result of the use of this Site, including, without limitation, damage caused by access delays, computer viruses, system failure or malfunction that may occur in your use of the Site or Online Community including a hyperlink to or from third-party websites.

13 INDEMNITY

- 13.1 You indemnify us from all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred or suffered by you or us as a consequence of using or attempting to use our information, products, services or any breach by you or your agents of these Terms.

13.2 We are not responsible for and expressly disclaim all liability for damages of any kind arising out of use, reference to, or reliance on any information contained within our Site, Online Community or through use of our products or services.

14 ASSIGNMENT

14.1 Transfer or assignment of your Membership for any reason is not permitted under this Agreement.

14.2 We may assign or transfer our obligations under these Terms at any time, subject to giving you four (4) weeks prior written notice.

15 DISPUTE RESOLUTION

15.1 Should a dispute arise between us, we strongly encourage you to contact erica@ericawebb.com.au to seek a resolution.

15.2 Any reasonable requests will be considered, and any refund agreed to is at the absolute discretion of Erica Webb.

15.3 Erica Webb will attempt to resolve any escalated dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

16 APPLICABLE LAW

16.1 These Terms shall be construed under and governed by the laws of the State of Victoria. You consent to the exclusive jurisdiction of the courts in Victoria to determine any matter or dispute that arises between you and Erica Webb.

If you have questions or comments regarding this Site, Erica Webb products or services or the SelfKind Hub Membership, please email erica@ericawebb.com.au

By proceeding with your membership subscription, you confirm that you have read, understood and accepted the terms of this Agreement.

Thank you.