

# Terms and Conditions Robyn Williams Coaching

Effective Date: 01 June 2023

These Terms and Conditions ("Terms") govern your use of the Robyn Williams Coaching website and services. By accessing or using our website, you agree to comply with these Terms. If you do not agree with these Terms, please do not use our website or services.

## Use of Website:

### 1.1 Eligibility:

You must be at least 18 years old to use our website and services. By using our website, you represent and warrant that you are at least 18 years old.

### 1.2 User Account:

Some features of our website may require you to create a user account. You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You agree to provide accurate, current, and complete information during the registration process and to update such information as necessary.

### 1.3 Prohibited Conduct:

When using our website, you agree not to:

1. a) Violate any applicable laws, regulations, or third-party rights.
- b) Use our website for any unlawful or unauthorized purpose.
- c) Transmit any viruses, malware, or harmful code.
- d) Engage in any activity that could interfere with or disrupt the functionality of our website.
- e) Attempt to gain unauthorized access to our website or other users' accounts.
- f) Engage in any fraudulent or deceptive activities.

## Intellectual Property:

### 2.1 Ownership:

The content and materials available on our website, including text, graphics, logos, images, audio clips, and software, are owned by or

licensed to Robyn Williams Coaching and are protected by intellectual property laws. You agree not to reproduce, modify, distribute, or create derivative works based on our content without our prior written consent.

### **Disclaimer of Warranties:**

Our website and services are provided on an "as is" and "as available" basis. We do not make any warranties or representations, express or implied, regarding the accuracy, completeness, reliability, or availability of our website or the content and materials therein. To the fullest extent permitted by applicable law, we disclaim all warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement.

### **Purchases**

If you decide to make a purchase of any product or service available through our service ("Purchase"), you may need to provide certain information that is relevant to your Purchase, including but not limited to your credit card number, the expiration date of your credit card, your billing address, and your shipping information.

By making a Purchase, you represent and warrant that:

1. You have the legal right to use any credit card or payment method for the Purchase.
2. The information you provide to us is true, accurate, and complete.

By submitting such information, you grant us the right to share this information with third parties to facilitate the completion of your Purchase.

We reserve the right to refuse or cancel your order at any time for various reasons, including but not limited to product or service availability, errors in the description or pricing of the product or service, errors in your order, or other reasons.

Additionally, we reserve the right to refuse or cancel your order if we suspect fraud, an unauthorized or illegal transaction, or any other activity that violates our policies or applicable laws.

Please note that our service does not provide qualitative advice regarding the suitability or merchantability of any products or services. We strongly recommend that you exercise caution and conduct your own due diligence when conducting any transactions through our service.

### **Availability, Errors and Inaccuracies**

Inaccurately described, or unavailable. We may also experience delays in updating information on the service and in our advertising on other websites.

We cannot guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability, and services. We reserve the right to modify or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

The content provided on our service is without warranties or conditions of any kind, whether express or implied. This includes but is not limited to implied warranties and conditions of merchantability, fitness for a particular purpose, or non-infringement.

### **Accounts**

When creating an account with us, it is essential to provide accurate, complete, and up-to-date information. Failing to do so constitutes a violation of the Terms, which may lead to the immediate termination of your account on our service.

You are responsible for safeguarding the password used to access the service and for all activities conducted under your password, whether on our service or through a third-party service.

You agree not to disclose your password to any third party and assume full responsibility for any activities related to your account or password. If you become aware of any security breach or unauthorized use of your account, you must notify us immediately.

In choosing a username, you may not use the name of another person or entity unless you have the appropriate authorization to do so. You should also avoid using names or trademarks that are protected by the rights of others unless you have the necessary permissions. Additionally, your username should not be offensive, vulgar, or obscene in any way.

### **Termination**

We reserve the right to terminate or suspend your account immediately, without prior notice or liability, for any reason whatsoever, including if you violate the Terms.

Upon termination, your right to use the Service will cease immediately. If you wish to terminate your account, you can simply stop using the Service.

All provisions of the Terms that should logically survive termination will continue to apply, including ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

We shall not be held liable to you or any third party for any claims or damages arising from any termination or suspension or any other actions taken by us in connection with such termination or suspension.

If applicable law requires us to provide notice of termination or cancellation, we may do so by posting it on the Service or by sending a communication to any email address or other contact information we have on record for you.

### **Intellectual Property**

In these Terms:

Intellectual Property refers to all forms of intellectual property rights, present and future, including but not limited to:

- (a) Patents, utility models, copyrights, registered or unregistered trademarks and service marks, trade names, brand names, indications of source or appellations of origin, eligible layout rights, registered designs, and commercial names and designations.
- (b) Inventions, discoveries, trade secrets, secret processes, know-how, computer products, and confidential, scientific, technical, and product information.
- (c) Other rights resulting from intellectual activity in the industrial, scientific, literary, and artistic fields, whether industrial or commercial.
- (d) Letters patent, deeds of grant, certificates, or documents of title for the above-mentioned intellectual property, as well as all media in which they are stored or embodied.
- (e) Enhancements to the aforementioned intellectual property.

Learning Materials refer to all forms of materials, including presentations, documents, webinars, and other materials, whether public or not, created by or for Robyn Williams Coaching for the purpose of:

- (a) Robyn Williams Coaching events, courses, or coaching programs.
- (b) Promoting Robyn Williams Coaching or any of its events, courses, or coaching programs.
- (c) Any other activity of Robyn Williams Coaching

Learning Materials may or may not also be considered Intellectual Property.

The Service, Learning Materials, Intellectual Property, and the Service's original content (excluding content provided by users), features, and functionality are and will remain the exclusive property of Robyn Williams Coaching

The Service, Learning Materials, and Intellectual Property are protected by copyright, trademark, and other laws of both Australia and other countries. Our trademarks and trade dress may not be used in connection with any product or service without our prior written consent. Nothing in these Terms constitutes a transfer of any Intellectual Property rights from us to you.

You are authorized to use the Service only as permitted by us. As a user, you are granted a limited, non-exclusive, revocable, non-transferable right to use the Service to create, display, use, play, and download Content, subject to these Terms.

Our Intellectual Property must not be used in connection with a product or service that is not affiliated with us or in any way that brings us into disrepute.

You must not modify the physical or digital copies of any Content you print or download in any way, and you must not use any illustrations, photographs, videos, audio, or graphics separately from accompanying text.

Any opinions, advice, statements, services, offers, or other information or content expressed or made available by other users are solely the responsibility of the respective authors or distributors and not of Robyn Williams Coaching

You acknowledge that you do not have, and nothing in these Terms or in connection with the Service or any other agreement or document between you and Robyn Williams Coaching grants you, any right, title, or interest in or to the Learning Materials or Intellectual Property.

You agree:

Not to use our Learning Materials or Intellectual Property for any purpose other than your private business purposes. Specifically, you will not use the Learning Materials or Intellectual Property to replicate the Service or create comparable or competitive services to Robyn Williams Coaching

Not to engage in any activity that may jeopardize or adversely affect Robyn Williams Coaching's ownership, use, or any rights it may have in the Learning Materials or Intellectual Property

### **Limitation of Liability:**

To the maximum extent permitted by applicable law, Robyn Williams Coaching and its officers, directors, employees, and affiliates shall not

be liable for any direct, indirect, incidental, consequential, or special damages arising out of or in any way connected with your use of our website or services, even if we have been advised of the possibility of such damages.

### **Third-Party Links:**

Our website may contain links to third-party websites or services that are not owned or controlled by Robyn Williams Coaching. We are not responsible for the content, privacy practices, or actions of such third parties. You acknowledge and agree that we shall not be liable for any damages or loss caused by your use of any third-party website or service.

### **Indemnification:**

You agree to indemnify and hold harmless Robyn Williams Coaching and its officers, directors, employees, and affiliates from and against any claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or in connection with your use of our website or any violation of these Terms.

### **Disclaimer**

Your use of the Service is solely at your own risk. The Service is provided on an "AS-IS" and "AS-AVAILABLE" basis. We do not provide any warranties, whether express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, non-infringement, or course of performance.

We do not warrant that:

1. The Service will function uninterrupted, secure, or available at any specific time or location.
2. Any errors or defects will be corrected.
3. The Service is free from viruses or other harmful components.
4. The results obtained from using the Service will meet your requirements.

We are not liable for any damages or injuries resulting from any failure of performance, errors, omissions, interruptions, deletions, defects, delays in operation or transmission, computer viruses, communication line failures, theft, destruction, unauthorized access, alteration of records, or any other cause of action, whether arising from breach of contract, tortious behaviour, negligence, or any other reason.

We make no representations or warranties, express or implied, regarding the completeness, accuracy, reliability, suitability, or availability of the content on the Service for any purpose. Any reliance you place on such information is strictly at your own risk. We disclaim any express or implied warranties regarding the effectiveness or profitability of the Service or the uninterrupted and error-free operation of the Service. We are not liable for any consequences arising from interruptions or errors in the Service.

### **Modifications to Terms:**

We reserve the right to modify these Terms at any time, in our sole discretion. Any changes will be effective immediately upon posting the updated Terms on our website. Your continued use of our website after the posting of modified Terms constitutes your acceptance of the changes.

### **Governing Law and Jurisdiction:**

These Terms shall be governed by and construed in accordance with the laws of [Insert Jurisdiction]. Any disputes arising out of or relating to these Terms or your use of our website shall be subject to the exclusive jurisdiction of the courts located in [Insert Jurisdiction].

### **Severability:**

If any provision of these Terms is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.



## **Entire Agreement:**

These Terms constitute the entire agreement between you and Robyn Williams Coaching regarding your use of our website and services and supersede any prior agreements or understandings, whether written or oral.

If you have any questions or concerns about these Terms, please contact us at [insert contact information].

By using our website, you acknowledge that you have read and understood these Terms and agree to be bound by them.

## **Contact Us**

If you have any questions about these Terms, please contact us at [connect@robynwilliamscoaching.com](mailto:connect@robynwilliamscoaching.com)