

TERMS & CONDITIONS

Membership and website



Driven Woman Terms & Conditions

1 INTRODUCTION

- 1.1 We are 'Driven Woman' ("we", "us" or "our"), a women's network set up and operated by DrivenWoman Limited a company incorporated in England and Wales under company number 07086399. Our registered address is 1 Kings Avenue, Winchmore Hill, London, N21 3NA.
- 1.2 These terms and conditions ("Terms") tell you information about us, the use of www.drivenwoman.co.uk ("Website"), a website owned and operated by us, and the legal terms and conditions relating membership of Driven Woman ("Membership").
- 1.3 It is important that you read these Terms carefully before you use the Website or subscribe to our Membership, as you will be bound by these when using our Website and/or once you subscribe to our Membership.
- 1.4 You warrant that you have the right, authority and capacity to enter into and be bound by these Terms and that you are subscribing on your own behalf. If you do not agree to these Terms or the terms of any other documents referred to in these Terms, then please do not submit an application to subscribe to our Membership and/or use the Website. Once your application to subscribe to the Membership has been accepted by us in accordance with these Terms, you will become a Member and a subscription agreement under these Terms will be formed.
- 1.5 This page tells you the terms on which you may use the Website and be a member of our Driven Woman network ("Member"). You are bound by these terms once you start using the Website.
- 1.6 You are responsible for making all arrangements necessary for you to have access to the Website. You are also responsible for ensuring that all persons who access the Website through your internet connection are aware of these Terms, and that they comply with them.

2 PRIVACY POLICY

- 2.1 We take your privacy very seriously and agree to use your information in accordance with our Privacy Policy set out on the Website. It is important that you read our Privacy Policy to see how we use your personal information. By using the Website and/or subscribing to the Membership, you consent to such processing and warrant that all data provided by you is accurate.

3 OUR CONTENT

- 3.1 We are the owner or the licensee of all intellectual property rights in the Website, the material published on it and the Driven Woman logo and brand. Those works are protected by intellectual property laws and treaties around the world. All such rights are reserved.
- 3.2 You may print off one copy, and may download extracts, of any page(s) from the Website for your personal reference and you may draw the attention of others within your organisation to material posted on our Website.
- 3.3 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 3.4 Our status (and that of any identified contributors) as the authors of material on the Website must always be acknowledged.
- 3.5 You must not use any part of the materials on the Website for commercial purposes without obtaining a licence to do so from us or our licensors.
- 3.6 If you print off, copy or download any part of the Website in breach of these Terms, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
- 3.7 Commentary, blogs, newsletters and other materials posted on the Website or by us are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any Member or visitor to the Website, or by anyone who may be informed of any of its contents.

- 3.8 We aim to update the Website regularly, and may change the content at any time. If the need arises, we may suspend access to the Website, or close it indefinitely. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.
- 3.9 Where third parties have uploaded content to the Website or have authorised us to do so, we are displaying such content in good faith, but have not independently verified it and are not liable for it.

4 BLOGS AND YOUR CONTENT

- 4.1 Our Website links to a blog hosted and powered by www.wordpress.com and therefore you will be subject to the terms and conditions of Word Press in addition to these Terms.
- 4.2 Visitors to the Website will be able to post replies to blog posts. When posting on our blog you must comply with the content standards set out in our acceptable use policy in clause 5. You warrant that any such contribution complies with those standards, and you agree to indemnify us for damages incurred by us from a breach of that warranty.
- 4.3 Any material you upload to our Website will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.
- 4.4 We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of the Website.
- 4.5 While we are not responsible for checking or verifying the content posted by you or any other user of the Website, we have the right to remove any material or posting you make on the Website if, in our opinion, such material does not comply with our content standards.

5 ACCEPTABLE USE

- 5.1 We encourage the sharing of information by visitors and our Members on the Website. We do require you however, to use these features in a lawful manner and in accordance with these Terms. You will not:
 - a) post libellous or defamatory comments;
 - b) post anything relating to any ongoing or pending trial;
 - c) post content which you have copied from someone else (i.e. you do not own the copyright);
 - d) use profane language;
 - e) post or transmit any files containing viruses or other harmful computer code;
 - f) post information about another user/Member or contravene the privacy of any other person on the Website;
 - g) post xenophobic, homophobic or racist remarks;
 - h) post pornography, links to pornography or links to any other inappropriate sites;
 - i) advertise or solicit in any manner, or use the Website for any commercial or professional purpose;
 - j) post the same note more than once or 'spam';
 - k) impersonate another person; or
 - l) after receiving a warning, disrupt the flow of dialogue, or post or transmit comments not related to the topic being discussed.
- 5.2 We do not monitor the use of the Website, but reserve the right to do so. We heavily rely on you to inform us if you spot any abuse or inappropriate behaviour or contact us if you ever feel a post violates our rules.

6 THE NEWSLETTER

- 6.1 The terms set out in clause 3 also apply to the content in our newsletter.
- 6.2 By subscribing to our Driven Woman network you are entitled to receive our newsletter and will be sent the newsletter unless you opt out or unsubscribe, either at the time of subscription or at any time afterwards. The newsletter will contain information about:
- a) news and successes within the Driven Woman network;
 - b) details of upcoming Driven Woman events;
 - c) details of any promotions offered by us; and
 - d) other relevant news and stories.
- 6.3 Our newsletter may also display promotions from other relevant third parties.
- 6.4 Any data provided by you to subscribe to the newsletter will be stored in accordance with our Privacy Policy.
- 6.5 You are free to unsubscribe anytime from our newsletter by choosing the "Unsubscribe" link at the bottom of all our email newsletters.
- 6.6 We reserve the right to suspend or cancel our newsletter, or access to it, anytime for any reason.

7 LINKS

- 7.1 The Website may include links to, or details of, information provided from other resources or websites. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. Remember, your contract for the provision of any other products and services will be with the provider of that website, not with us and the privacy policy of that provider will apply in relation to any of your data processed by that site.
- 7.2 You may link to the Website if you comply with the provisions of this clause 7.2 and all applicable laws and do so in a way which is fair and legal and does not damage our reputation or take advantage of it. Any site, service, company or individual that links to the Website must not:
- a) change, alter or distort any content on the Website;
 - b) misrepresent its relationship, or present false information about us and/or any third parties referenced on the Website or information regarding other members or visitors or establish the link in such a way as to suggest any form of association, approval or endorsement on our part, where none exists;
 - c) be a site that does not comply with all relevant laws and regulations or a site that contains content which could be considered as distasteful, inappropriate, or offensive. If you breach any of the terms in this clause 7.2, we have the right to require your link(s) to be removed and to take any appropriate legal action.

8 VIRUSES HACKING AND OTHER OFFENCES

- 8.1 You must not misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attach the Website via a denial-of-service attack or a distributed denial-of-service attack.
- 8.2 By breaching this provision, you may commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Website and your Membership will cease immediately.
- 8.3 We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment,



computer programs, data or other proprietary material due to your use of the Website or to your downloading of any material posted on it, or on any website linked to it.

9 MEMBERSHIP AND PAYMENT

9.1 Prospective Members

9.1.1 Prospective members who are interested in subscribing for Membership will be entitled to attend an Introduction session on payment of the applicable fee. Clause 13 sets out in more detail the provisions concerning Introduction Group sessions, payment and refunds.

9.1.2 Prospective members who attend an Introduction session will be under no obligation to subscribe to the Membership.

9.1.3 Prospective members may request to attend further Members' Group sessions before becoming a Member, on payment of the applicable fee, subject always to there being available places at the Members' Group session. Again, there is no obligation to subscribe for Membership after attending a Members' Group session. Clause 13 sets out in more detail the provisions concerning Members' Group sessions, payments and refunds.

9.2 Membership

9.2.1 You must be at least 18 years old to apply for Membership. We reserve the right in our sole discretion to deny Membership to anyone.

9.2.2 We offer Membership in two packages:

- a) Six Month Membership; or
- b) Twelve Month Membership.

9.2.3 The Membership subscription ("Price") is payable in full and in advance and includes any applicable value added tax (VAT), or any other applicable tax or levy, that we may charge in addition to the Price.

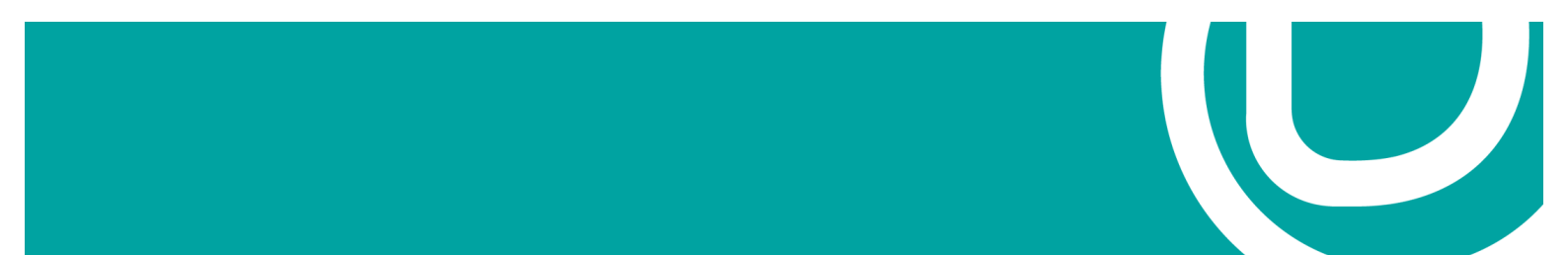
9.2.4 We reserve the right to change the Price at any time. Prices charged will be those confirmed to you at the time you submit your application to subscribe to the Membership; the Price mentioned on the Website and in any pre-contractual documentation are by way of example only. We may make offers for a reduced Price ('Offers') to prospective members at any time - conditions applicable to such offers are set out in clause 9.2.5 below. The conditions applicable to Membership are set out in clauses 9.2.7 and 9.2.8 below.

9.2.5 Offers are only available to prospective members and for the limited periods notified from time to time. Former members or those Members who have already benefited from an offer do not qualify for Offers.

9.2.6 We offer a money back guarantee to all Members which entitles Members to terminate their Membership at any time up to and including the third Members' Group session and to receive a refund of the Price paid, less the fees payable by non-Members for attending Members' Group sessions (as set out in clause 13). From the fourth Members' Group session the Price is non-refundable.

9.2.7 Subject to clause 9.2.6 and the termination provisions detailed in clause 17 the Price is non-refundable and Membership will automatically renew on the last day of the subscription term for the same time-period as your current subscription (either 6 or twelve months). Members who want to change their Membership package or who do not want the Membership to automatically renew must give us a minimum of one month's notice in writing before the expiry of their subscription in which case the Membership package will change or will terminate on the last day of the current subscription.

9.2.8 If at any time during your current Membership we decide to change the Price, we will notify you in writing as soon as practicably possible. If the change in Price takes place within the last month of your current subscription, you will be entitled to cancel the auto-renewal of the Membership at any time up to the last day of your current subscription by giving notice to us in writing, otherwise you will be charged the new Price at the start of the renewed Membership. Where you are notified of a change in the Price less than one week before the auto-renewal of the Membership your current Membership will automatically extend by an additional one week to



allow you time to decide whether to terminate your Membership or allow it to automatically renew.

9.2.9 Membership entitles you to participate in a Group (pursuant to clause 10) and to receive discounts for clinics, talks and any other events (pursuant to clause 14) we may organise.

9.3 Payment

9.3.1 The prospective member acknowledges that we hold data regarding the Membership (including her personal information included in the application), that is being signed up to by the prospective member. The prospective member further acknowledges and agrees that by sending her request for the Membership, the whole fee is payable in advance.

9.3.2 Members may pay by direct bank transfer using our bank account details on the application form. You will need to quote your membership reference number given to you when you subscribe to Driven Woman.

10 GROUPS

10.1 Members will be entitled to attend monthly group sessions ('Groups'). Members will be assigned to a specific Group and are expected attend their Group's session each month throughout the duration of their Membership.

10.2 Members will not be entitled to a refund if they miss any of their Groups. Members may switch to another Group if they are unable to attend their Group that month, subject to availability.

10.3 If a Member wishes to change Groups completely she must submit a request in writing to us and whilst we will make all reasonable endeavours to find an alternative Group, we cannot guarantee that we will be able to do so.

10.4 If a Group session is cancelled, we will make all reasonable endeavours to re-arrange it for that month. Members will not be entitled to a refund if we cannot re-arrange their Group session.

10.5 We reserve the right to change your Group if:

- a) there are not enough Members in your Group to make it viable to continue to run that Group;
- b) we believe you would be better suited to another Group; or
- c) we are unable to continue to run that Group for any reason.

10.6 Please note, we allocate Members to a Group in good faith based on the information you provide us with, but make no warranty and give no guarantee that the Group is suitable for you or that you will achieve any specific result or your set goals by attending the Group. The success of the Group sessions depends on the input and participation of the attendees at the Group, the Members' encouragement of and openness with each other and each Member actively endeavouring to implement and act on the commitments made at the Group sessions and the lessons learned.

11 GROUP RULES

- 11.1 This clause 11 sets out the standards we expect Members to adhere to during Groups. This list is not exhaustive but sets out the essence of our standards. We may update these rules from time to time, so Members should check the Website for updates.
- 11.1.1 Members should always respect other Members' aspirations and goals. Members are expected to be open-minded during Groups and should listen to each other and respect each other's opinions;
- 11.1.2 Members should treat other Members with kindness and humility;
- 11.1.3 Members should not judge other Members based on their background or previous successes or failures;
- 11.1.4 Members are encouraged to share their progress in the Groups, this includes promoting their business. This should be done with good taste and good judgment. No spam is allowed in the Groups or on-line;
- 11.1.5 Members are expected to commit to attending Groups. It is for their benefit and the benefit of other Members in your Group that Members make all reasonable endeavours to attend each Group session;
- 11.1.6 Groups are designed to support Members and to help Members achieve their goals and Members should attend Groups with this in mind;
- 11.1.7 Members should adhere to the provisions relating to confidentiality in clause 15 below;
- 11.1.8 Members should try to play an active role in Groups and are expected to contribute. Members should not be afraid to offer opinions or ask questions;
- 11.1.9 Members should respect the Moderator at their Group at and should comply with any request from the Moderator at all times;
- 11.2 Failure to adhere to the above standards may result in your Membership being terminated.

12 GROUP LEADER POWERS

- 12.1 All Groups will be attended and overseen by a Group Leader.
- 12.2 Group Leaders will be in charge of planning the structure of the Groups, recording attendance and moderating the Group session.
- 12.3 Group Leaders can require Members to stop talking so as to ensure the Group session runs smoothly.
- 12.4 Group Leaders can at any time, stop a Group session to remove a Member from the Group if that Member has become disruptive. Removal from a Group can lead to termination of your Membership.

13 INTRODUCTION GROUP AND MEMBERS' GROUP SESSIONS

- 13.1 Introduction Group sessions are trial sessions set up with the purpose of laying out the ground work for each Member in terms of what they want to achieve and what their goals are.
- 13.2 Further sessions are called Members' Group sessions.
- 13.3 Attendance at Introduction Group and Members' Group sessions is subject to availability; we cannot guarantee that an Introduction Group or Members Group' session will have availability for you to attend.
- 13.4 Members who wish to attend Introduction Group and Members' Group sessions will be charged an attendance fee as stated on the Website and is payable in advance. Refunds on cancellation of Members' Group sessions and Introduction Group sessions are made as follows:
 - 13.4.1 Full refund will be given for cancellations made 5 or more days before the Introduction Group session; or
 - 13.4.2 50% refund will be given for cancellations made 48 hours or more before the Introduction Group session.
- 13.5 Cancellations less than 48 hours before the Introduction Group session are non-refundable.

14 WORKSHOPS, TALKS AND EVENTS

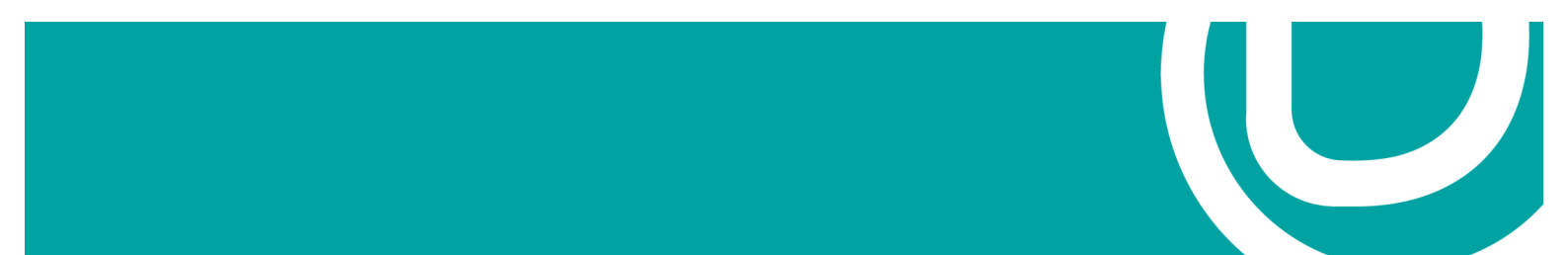
- 14.1 Driven Woman may organise workshop, talks or other events for its Members or prospective members. Topics at these events will range from entrepreneurship, confidence, physical and emotional wellbeing.
- 14.2 Places at workshops, talks and events are limited and will be offered on a first come first served basis. Members are entitled to a 25% discount on workshops, talks and events or such other discount as we may notify from time to time.
- 14.3 Membership will not guarantee Members attendance to workshops, talks or events.
- 14.4 Members are expected to adhere to the same standards as expected at Groups pursuant to clause 11.

15 CONFIDENTIALITY

- 15.1 Members will not at any time disclose to any person outside of their Group, Introduction Group or other Driven Woman session any information which could be considered by a reasonable person to be confidential concerning the affairs, issues, goals, objectives, secrets and views of other Members discussed in or outside of the sessions.
- 15.2 A Member may disclose another Member's confidential information:
 - a) during a session; or
 - b) outside of a session with other Members of the same Group, only where that Member to whom the confidential information relates has expressly permitted them to do so.
- 15.3 No Member will use, disclose or discuss any other Member's confidential information for any purpose other than to help them achieve their goals through Driven Woman. Without limiting the generality of the foregoing, Members should not use other Members' contact details without their express permission.
- 15.4 Failure to adhere to these confidentiality provisions may result in your Membership being terminated.

16 LIABILITY

- 16.1 To the extent permitted by law, we, other members of our group of companies and third parties connected to us expressly exclude:
 - a) all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity;
 - b) any liability for any direct, indirect or consequential loss or damage incurred by any visitor or Member in connection with the Membership, attendance at any session or event organised by us, or in connection with the use, inability to use, or results of the use of our Website, any websites linked to it and any materials posted on it, including, without limitation any liability for:
 - i. loss of income or revenue;
 - ii. loss of business;
 - iii. loss of profits or contracts;
 - iv. loss of anticipated savings;
 - v. loss of data;
 - vi. loss of goodwill;
 - vii. wasted management or office time; and
 - viii. for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition will not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

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- 16.2 Membership of Driven Woman is intended to be a platform for Members to inspire themselves and each other to create a better life. Members may not be able to achieve their goals, aspirations or ambitions through attending Groups only. Members will need to motivate themselves and each other between Groups as well if they wish to achieve their objectives. We accept no liability for any failure by Members to achieve the goals stated in their Membership application or any objectives discussed at Groups, Introduction Groups or any other event or session organised by us
- 16.3 We accept no responsibility for the actions of Members within or outside of Groups and exclude all liability for any breach of a Member's confidentiality or for any damage to a Member's reputation outside of Groups.
- 16.4 We exclude all liability for losses arising if your Membership with us is terminated under clause 17.1.
- 16.5 This clause 16 does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.
- 16.6 Subject to the foregoing, our liability to you for any cause whatsoever, and regardless of the form of the action, will at all times be limited to the amount of the Price paid, if any, by you to us for the Membership.
- 16.7 By agreeing to these Terms, you agree to fully and effectively indemnify us against all third party claims, costs, losses and/or liabilities relating to the agreement between us and your usage of the Website and subscription to the Membership or actions in relation to the Website or the Membership.

17 TERMINATION

- 17.1 We reserve the right to terminate your Membership for any reason, on serving written notice to you at any time. Reasons for terminating your Membership may include, but are not limited to:
- a) using the Website for unsuitable or inappropriate means or behaving in an unsuitable manner, as determined by us in our entire discretion;
 - b) failure to adhere to Group Rules as detailed in clause ;
 - c) being removed from a Group session by a Moderator;
 - d) breaching the confidentiality provisions detailed in clause 15;
 - e) repeated failure to attend Groups: failure to attend more than one group within a 6 month period or failure to attend more than two groups within a 12 month period;
 - f) complaints by other Members about your conduct in or outside of Groups, Introduction Group or any other event or session organised by us; or
 - g) breaching any provision of these Terms.
- 17.2 The Price paid is non-refundable subject to our money back guarantee pursuant to clause 9.2.6. If you wish to terminate your Membership in accordance with our money back guarantee you must submit your request to do so in writing.
- 17.3 You may terminate your Membership at any other time by submitting a request in writing to us. Subject to clause 17.2 you will not be entitled to a refund of the Price. We will endeavour to acknowledge receipt of any termination requests we receive from you within 24 hours of receipt. If you do not receive a termination receipt email from us within 24 hours, please contact us immediately via telephone. You may continue to enjoy the benefits of the Membership for the remainder of your Membership.
- 17.4 A request to terminate your Membership within the final month will apply to the automatically renewed Membership and not to the current Membership.
- 17.5 A request to stop auto-renewal of the Membership must be made in writing at least one month before the expiry of your Membership otherwise it will automatically renew on the last day of the Membership.



18 GENERAL

- 18.1 A waiver of any right under these Terms is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.
- 18.2 If any provision of these Terms is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indications of this are received by either of the parties from any relevant competent authority it may be severed from these Terms and the remaining provisions of these Terms will remain in full force and effect.
- 18.3 These Terms, and any document referred to, represent the entire agreement between us and you for the provision of the Membership and the Website and supersede any prior agreement, understanding or arrangement between the parties, whether oral or in writing, in relation to the services. You acknowledge that, in entering into the contract with us on these Terms you have not relied upon any representation, undertaking or promise by us or which may be implied from anything said or written between the parties prior to the contract being finalised, except as expressly stated in these Terms.
- 18.4 These Terms are made for the benefit of the parties to it and (where applicable) their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else who is not a party to it and the provisions of the Contract (Rights of Third Parties) Act 1999 will not apply.
- 18.5 These Terms and any dispute or claim arising out of or in connection with it or its subject matter, will be governed by, and construed in accordance with, the law of England and Wales. The parties irrevocably agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms or the subject matter contained within Terms.

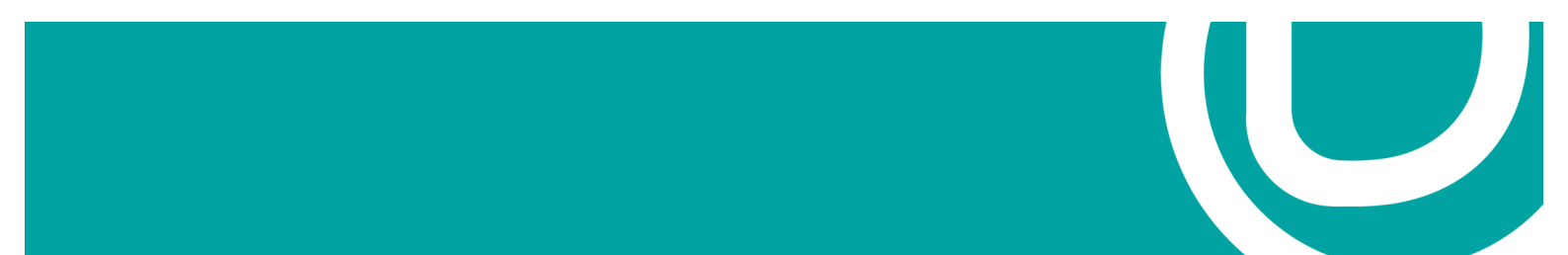
19 OUR RIGHT TO VARY THESE TERMS

- 19.1 We have the right to revise and amend these Terms from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities and other commercial considerations.
- 19.2 You will be subject to the policies and terms and conditions in force at the time that you subscribe to the Membership, unless any change to those policies or these Terms is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these Terms before we send you the confirmation.

20 NOTES

- 20.1 A notice given by us under or in connection with these Terms will be in writing and sent to you either by post or by email to the address or email address given in your application.
- 20.2 A notice given by you under or in connection with these Terms should be in writing and sent to us either by post to Driven Woman, Randalls, Mead Road, Chislehurst, Kent, BR7 6AD or by email to info@persona-design.co.uk.
- 20.3 The following table sets out methods by which a notice may be sent and, if sent by that method, the corresponding deemed delivery date and time:

<u>Delivery method</u>	<u>Deemed delivery date and time</u>
- Delivery by hand.	- On signature of a delivery receipt.
- Pre-paid first class post or other next working day delivery service	- 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
- Email	- At the time of transmission

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- 20.4 For the purpose of clause 20.3 and calculating deemed receipt:
- a) all references to time are to local time in the place of deemed receipt; and
 - b) if deemed receipt would occur in the place of deemed receipt on a Saturday or Sunday or a public holiday when banks are not open for business, deemed receipt is deemed to take place at 9.00 am on the day when business next starts in the place of receipt.
- 20.5 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.