



TERMS & CONDITIONS

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1 DEFINITIONS

The terms used in these Membership Terms & Conditions have the following meaning:

BUSINESS DAY:	a day other than a Saturday, Sunday or public holiday in the location of DrivenWoman HQ
DRIVENWOMAN CONCEPT:	includes everything developed by the DrivenWoman HQ and the Network and consists of: <ul style="list-style-type: none">▪ the ‘DrivenWoman’, LifeWorking’, ‘Festival Of Doers’ and ‘Light From The Dawn’ trademarks, and all possible future extensions of these trademarks (in scope and in geography);▪ DrivenWoman logo and other visual elements;▪ DrivenWoman social and online media accounts;▪ DrivenWoman Guidelines: the Operations Manual, LifeWork exercises and Marketing Guidelines;▪ DrivenWoman training materials;▪ DrivenWoman Manifesto;▪ the DrivenWoman Network and community; and▪ any other materials as develop by the DrivenWoman HQ, such as, but not limited to, events concepts, retreats, books, courses, trainings, podcasts, merchandise, marketplace and charitable foundation
DRIVENWOMAN EVENTS:	any events, hosted, facilitated or (co)organised by the DrivenWoman Network. This includes for example the DrivenWoman Introduction sessions, DrivenWoman Workshops, Festival of Doers and others.
DRIVENWOMAN HEADQUARTERS:	DRIVENWOMAN LIMITED , incorporated and registered in England and Wales with company number 07086399 whose registered office is at 869 High Road, London N12 8QA. For purpose of this Agreement, the Licensor. Further referred to as “ DRIVENWOMAN HQ or WE ”
DRIVENWOMAN NETWORK:	global members, leaders and influencers network operated by DrivenWoman HQ
DRIVENWOMAN PLATFORM:	the log-in only section for the Members and Leaders of the DrivenWoman Website
DRIVENWOMAN WEBSITE:	https://driven-woman.com
GROUP:	a group made up by DrivenWoman Members and led by designated DrivenWoman Leader
LEADER:	a person certified by the DrivenWoman HQ as a Leader (Group, Territory or Country Leader)
MEMBERSHIP AGREEMENT:	refers to the Membership Agreement between You and DrivenWoman HQ
MEMBER:	a person who has signed the DrivenWoman Membership Agreement and paid in full the Membership Fee (“ MEMBER ” or “ YOU ”)

MEMBERSHIP FEE: means the membership fee paid by DrivenWoman Member for participation in the DrivenWoman Network, paid directly by Members to the DrivenWoman HQ

MEMBERSHIP TERMS & CONDITIONS: refers to the current version of these Membership Terms & Conditions (“**MT&C**”)

SUBSCRIPTION TERM: means the chosen period of the membership in the Membership Agreement – 6 or 12 months. The Subscription Term is stated at the date of signing of this Membership Agreement

2 MEMBERSHIP

2.1 Member qualification

The Member confirms that she is at least 18 years old and has the right, authority and capacity to enter into and be bound by these MT&C. The Member confirms that she is subscribing on her own behalf.

If the full Membership Fee is not paid within 14 Business Days since signing of this Membership Agreement, the Membership will be automatically terminated.

We reserve the right in our sole discretion to deny Membership to anyone.

2.2 Membership rights and obligations

Your DrivenWoman Membership entitles You to:

- a) participate in one Member Group of Your choice for the duration of Your Membership
- b) access to DrivenWoman Platform Members-only area
- c) receive discounts and special offers for DrivenWoman organised or facilitated events

The Member commits to:

- a) attending and participating in the Member Group session each month for the duration of the Membership
- b) complying with the Member Code of Conduct (Art. 4.4)
- c) adhering to the DrivenWoman Concept

2.3 Member log-in

In order to use the Platform, You are required to create Your log-in data. You commit that any log-in information You give to Us will always be accurate, correct and up-to-date. You must not impersonate someone else or provide account information or an email address other than Your own.

You are responsible for ensuring that Your log-in data is safe and not disclosed to unauthorised third parties.

2.4 Renewal

The Membership will automatically renew on the last Business Day of Your Subscription Term for the same time period as Your current Membership. The Membership renewal is conditional to full payment of the Membership Fee for the next Subscription Term within the next 14 Business Days after the renewal date.

If You would like to cancel Your Membership – please notify Us in writing either to Your Group Leader until the end of Your current Subscription Term.

3 MEMBERSHIP FEE

3.1 Payment

The Membership Fee is payable immediately at signing of the Membership Agreement.

The Membership Fee is payable via the DrivenWoman Platform.

The Membership Fee amount and currency are indicated in the Membership Agreement and is only valid for the current Subscription Term.

3.2 Change

We reserve the right to change the Membership Fee at any time.

You will be notified of any change in the Membership Fee as soon as it becomes applicable by email.

If We do not receive Your Membership cancellation notification 14 Business Days prior to the end of your subscription, You will be charged the changed Membership Fee at the start of the renewed Membership Subscription Term.

3.3 Refund

You are entitled to a partial Membership Fee Refund if You decide to cancel Your Membership as per Art. 5.2. b), c) or d). The proportionate Membership Fee for the remainder of Your Subscription Term minus the administrative fee will be refunded to You within 14 Business Days after the end of the calendar quarter in which You cancelled Your Membership.

You are not entitled to any Membership Fee refund if:

- a) You miss any of Your Member Group sessions
- b) Your Member Group session was cancelled or had to be rescheduled
- c) Membership cancellation as per Art. 5.2.a)
- d) Any other event connected to Your Membership

4 MEMBER GROUPS

4.1 Member Group Assignment

We will do our best to assign You to Your preferred Member Group as indicated in Your Membership Agreement. This is subject to availability and We cannot guarantee it.

4.2 Change of Member Group

If You wish to change to a different Member Group permanently – please submit Your request in writing to Your assigned Group Leader by email. We will do our best to find an alternative Member Group, however, we cannot guarantee that that is possible.

We reserve the right to change Your Member Group if:

- a) there are not enough Members in Your Member Group
- b) We believe You would be better suited to another Member Group; or
- c) We are unable to continue to run that Member Group for any reason.

4.3 Member Group Sessions

If a Member Group session is cancelled, We will do Our best to re-arrange it for that month.

4.4 Member Code of Conduct

You commit to respect the following rules on any DrivenWoman Events:

- a) Always respect other Members' opinions, aspirations and goals;
- b) Be open-minded and listen to each other;
- c) Treat other Members with kindness and humility;
- d) Do not judge other Members;
- e) Be active and supportive, and contribute;
- f) Share Your progress with other Members - with good taste and good judgment;
- g) Do not spam or annoy other Members with unrequested communication; and
- h) Respect and comply with the instructions of Your Group Leader at all times.

4.5 CONFIDENTIALITY

Members will not at any time disclose to any person outside of their Member Group, Introduction Group or any other DrivenWoman Event any information that could be considered confidential - concerning the affairs, issues, goals, objectives, secrets and views of other Members that were discussed in or outside of the DrivenWoman event.

A Member may disclose another Member's confidential information only during another DrivenWoman event and with the explicit permission of the Member concerned.

Failure to respect the confidentiality of any Member, Leader or any other member of the DrivenWoman Network may result in Your Membership being cancelled without any refund rights.

DrivenWoman HQ accepts no responsibility for the actions of the Members and excludes all liability for any breach of a Member's confidentiality or for any damage to a Member's reputation.

5 MEMBERSHIP CANCELLATION

5.1 By Us

We reserve the right to cancel Your Membership for any reason, by written notice to You at any time.

Reasons for cancelling Your Membership may include, but are not limited to:

- a) inappropriate use of the DrivenWoman Concept;
- b) failure to adhere to Member Code of Conduct or any other part of the DrivenWoman Concept;
- c) being removed from a Member Group session by a Group Leader;
- d) breach of confidentiality;
- e) repeated failure to attend Member Groups;
- f) complaints by other Members about Your conduct in or outside of any DrivenWoman Event; or
- g) breaching any provision of the MT&C.

5.2 By You

You can cancel Your Membership without any reason as follows:

- a) at any time by submitting a request in writing to Your Group Leader. You are not entitled to any Membership Fee Refund and You may continue to enjoy the benefits of the Membership for the remainder of Your Subscription Term.

Additionally, You can cancel Your Membership:

- b) anytime if Your Member Group was cancelled without a suitable replacement;
- c) anytime if there is a substantial change of MT&C; or
- d) in the very first three months of Your Subscription Term, without any reason.

In these cases, You are entitled to partial refund of the Membership Fee as defined in Art 3.3.

6 LIABILITY

You agree that under no circumstances are We liable for direct, indirect, incidental, consequential, special, punitive, exemplary, or any other damages arising out of Your Membership. We make no warranty and give no guarantee that the Membership is suitable for You or that You will achieve any specific result or set goals by subscribing to the DrivenWoman Membership.

Additionally, We are not liable for damages in connection with:

- a) any failure of performance, error, omission, denial of service, attack, interruption, deletion, defect, delay in operation or transmission, computer virus or line or system failure;
- b) loss of revenue, anticipated profits, business, savings, goodwill or data;
- c) third party theft of, destruction of, unauthorized access to, alteration of, or use of Your information or property, regardless of Our negligence, gross negligence, failure of an essential purpose and whether such liability arises in negligence, contract, tort, or any other theory of legal liability;
- d) any loss or damage, caused directly or indirectly, by relying on any information provided on the DrivenWoman Website, Platform or related social media or interpreting such information as advice;
- e) any loss or damage caused, directly or indirectly, from the use of internet and online communication channels in connection to DrivenWoman Website, Platform or related social media.

Our liability is limited to the fullest possible extent permitted by law. In no event shall Our cumulative liability to You exceed the total Membership Fee amount paid, and if no Membership Fee has been paid by You Our cumulative liability to You shall not exceed 100 GBP.

Any and all claims against Us, regardless of their nature, shall expire one year after the date You have become aware or could reasonably have become aware of the existence of such claim.

7 INDEMNIFICATION

You shall indemnify and hold Us harmless from and against any and all losses, damages, settlements, liabilities, costs, charges, assessments and expenses, as well as third party claims and causes of action, including, without limitation, attorneys' fees, arising out of any breach by You of any of the MT&C. You shall provide Us with such assistance, without charge, as We may request in connection with any such defence, including, without limitation, providing Us with such information, documents, records and reasonable access to You, as We deem necessary. You shall not settle any third-party claim or waive any defence without Our prior written consent.

8 MISCELLANEOUS

8.1 Entire Agreement

The Membership Agreement, together with the MT&C, constitutes the entire agreement between the You and Us and replaces any other previous agreements between Us, oral or written.

8.2 Changed terms

We may at any time amend the MT&C. Such amendments are effective immediately upon notifying You about the new MT&C on Our Platform. Any use of the Platform by You after being notified means You accept these amendments. We reserve the right to update any part of the DrivenWoman Concept, including but not limited to the Website and Platform, at any time.

8.3 Notices

Any notice given to a Party qualifies as a notice in writing if it is:

- a) Confirmed delivery by post to the address of the Party as specified in this Agreement. Any notification to the DrivenWoman HQ should be also notified to the Member's Group Leader;
- b) Delivery by email to the email address indicated on the DrivenWoman Platform.

8.4 Force Majeure

The Parties are not liable for any failure of or delay in the performance of their obligations under this Agreement for the period that such failure or delay is

- a) beyond the reasonable control of a Party;
- b) materially affects the performance of any of its obligations under this agreement; and
- c) could not reasonably have been foreseen or provided against, such as war, riots, acts of terrorism, fire, flood, hurricane, typhoon, earthquake, lightning, explosion, strikes, lockouts, slowdowns, prolonged shortage of energy supplies, and acts of state or governmental action or similar, prohibiting or impeding any Party from performing its respective obligations under this Agreement.

Failure or delay resulting from general economic conditions or other general market effects is not included.

The parties bear their own expenses resulting from the extraordinary circumstances.

8.5 Severability

If at any time any part of this Agreement is or becomes invalid or unenforceable, it will not impact validity and enforceability of other parts of this Agreement. The Parties agree to replace the invalid or unenforceable provision by a valid and enforceable provision which shall best reflect their original intention.

8.6 Dispute resolution

In case that a dispute arises with another Member, Leader or with any other member of the DrivenWoman Network or with DrivenWoman HQ

- a) all parties to the dispute will first attempt to resolve any such dispute by open and respectful communication with using the best efforts.
- b) In case the parties failed to find a resolution by themselves within 1 month since the dispute arose, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure and the mediation will start, unless otherwise agreed by the parties, within 28 days of one party issuing a request to mediate to the other. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. The mediation will take place in England and the language of the mediation will be English. The Mediation Agreement referred to in the Model Procedure shall be governed by, and construed and take effect in accordance with the substantive law of the country of the DrivenWoman HQ. No party may commence any court proceedings/arbitration in relation to any dispute arising out of these Terms of Use until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

8.7 Choice of law and jurisdiction

This Agreement is governed by English law. All disputes arising out of or in connection with this Agreement is subject to the exclusive jurisdiction of the courts of England.