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## 1 COVERAGE

Online: by accessing Driven-woman.com, including all content, services and products available at or through the DrivenWoman Website, Platform or related DrivenWoman social media profiles; or Off-line: by attending any DrivenWoman organised, supported, hosted or facilitated events, You are consenting to the following Terms of Use, and all applicable DrivenWoman policies and guidelines (as might be published on the Website or be a part of the DrivenWoman Concept), and acknowledge understanding and reading them.

## 2 TERMS USED

The terms in these Terms of Use (**ToU**) have the following meaning:

**DRIVENWOMAN CONCEPT:** includes everything developed by the DrivenWoman HQ and the DrivenWoman Network and consists of:

- 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 other events.

**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**"

**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:** driven-woman.com

<b>GROUP:</b>	a Group made up by DrivenWoman Members and led by designated DrivenWoman Leader
<b>LEADER:</b>	a person certified by the DrivenWoman HQ after completing the required training, who has signed the DrivenWoman License Agreement and the Leader Termsheet
<b>MEMBER:</b>	a person who has signed the DrivenWoman Membership Agreement, agreed to the Member Terms and Conditions and paid the Membership Fee
<b>MEMBERSHIP FEE:</b>	the membership fee paid by DrivenWoman Members to participate in the DrivenWoman Member Groups and to be a part of the DrivenWoman Network, paid directly by the Members to the DrivenWoman HQ
<b>USER:</b>	anyone using the DrivenWoman Website, Platform or related DrivenWoman social media profiles. Further referred to as “User or You”

### **3 USE OF THE DRIVENWOMAN WEBSITE/PLATFORM**

#### **3.1 User qualification**

You confirm that You are at least 18 years old and have the right, authority and capacity to be bound by these ToU. You confirm that You act on Your own behalf.

#### **3.2 DrivenWoman-submitted content**

Information provided on the DrivenWoman Website is subject to change. We make no representation or warranty that the information provided, is accurate, complete, reliable, current or error-free. We aim to update the content regularly, and may change the content at any time. If the need arises, We may suspend access to the Website, Platform or related DrivenWoman social media presence, or close them down indefinitely. Any of the material on the Websites may be out-of-date at any given time, and We are under no obligation to update such material.

Commentary, blogs, newsletters and other published materials by Us are not intended to amount to advice on which reliance should be placed by anyone.

Any of Our online presence may be linked to or may integrate third-party solutions and therefore You will also be subject to any applicable terms and conditions of those parties.

#### **3.3 Personal content use rules**

You may print off one copy, and may download extracts, of any part of the DrivenWoman Website, Platform and related DrivenWoman social media presence, for Your personal reference and use. If You are a Leader, You are permitted to print or download content that is required for You to execute Your role as Leader.

When using any such materials, You must not modify the content in any way. Any such modification is illegal and punishable. Our ownership and author status of any such material must always be acknowledged.

You must not use any part of the DrivenWoman concept and materials for commercial purposes without obtaining prior permission from DrivenWoman HQ.

If You breach any of the personal content use rules, Your right to use them will cease immediately and You must, at our option, return or destroy any copies of the materials You have made.

### **3.4 User-submitted content**

You shall not upload, post or otherwise make available on the DrivenWoman Website, Platform or related DrivenWoman social media presence any artwork, photos or other materials (collectively "Materials") protected by copyright, trademark or other proprietary right without the express written permission of the owner of the copyright, trademark or other proprietary right.

The burden of determining that any Materials are not so protected rests entirely with You. You shall be liable for any damage resulting from any infringement of copyrights, trademarks, or other proprietary rights, or any other harm resulting from such a submission and shall indemnify Us from any claim against Us resulting from Your posting of Materials. For all Materials submitted by You, You automatically represent or warrant that You have the authority to use and distribute the Materials, and that the use or display of the Materials will not violate any laws, rules, regulations or rights of third parties.

While We are not responsible for checking or verifying the content posted by Users, We reserve the right to remove from the site any Materials submitted by You that We deem inappropriate.

We do not claim ownership of the Material You supply to us. Any material posted by You will be considered non-confidential and non-proprietary, and conveys to Us the use worldwide unlimited 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 Websites constitutes a violation of their intellectual property rights, or of their right to privacy.

### **3.5 Blogs**

As a User You might be able to post replies to Our blog posts. You warrant that any such contribution complies with acceptable use and lawful purpose as defined in these ToU (Article 3.6. and 3.7.). We reserve the right to remove any comments, blogs or content from Our website, at any time, without having to provide a reason.

### **3.6 Acceptable use**

We encourage the sharing of information by Our Users within acceptable use.

You agree that You will not:

- a) post libellous or defamatory comments;
- b) post anything relating to any ongoing or pending trial/court case;
- c) post content You have copied from someone else;
- d) use profane language;
- e) post or transmit any files containing viruses or other harmful computer code;
- f) post information about another User/Member/Leader or contravene the privacy of any other person;
- 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 Our Websites for any commercial or professional purpose;
- j) post the same note more than once or 'spam';
- k) impersonate another person;
- l) disrupt the flow of dialogue, or post or transmit comments not related to the topic being discussed;
- m) misuse Our Website or Platform by introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful;
- n) attempt to gain unauthorised access to the Websites or Platform, the server on which the Websites are stored or any server, computer or database connected to the Websites or Platform; or
- o) attach the Websites via a denial-of-service attack or a distributed denial-of-service attack.

In the event of any breach of the acceptable use, Your right to use the DrivenWoman Website, Platform or related DrivenWoman social media presence will cease with immediate effect.

We do not monitor the use of Our Websites, Platform or related DrivenWoman social media presence, 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 any a post violates the acceptable use rules.

### **3.7 Lawful purpose**

You may use the DrivenWoman Website, Platform and related DrivenWoman social media presence for lawful purposes only. Your account must not be used for any illegal or unauthorised purpose in Your jurisdiction.

You agree to be financially responsible for all purchases made by You or someone acting on Your behalf through the DrivenWoman Website and Platform.

You shall not post or transmit through any material that violates or infringes the rights of others, or that is threatening, abusive, defamatory, libellous, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, contains injurious formulas, recipes, or instructions, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law.

### **3.8 Third-party resources**

The Website and Platform may contain links to third-party websites and resources. You acknowledge and agree that We are not responsible or liable for the availability, accuracy, content or policies of any such third-party websites or resources. Links to such websites or resources do not imply any endorsement by or affiliation with us. You acknowledge sole responsibility for and assume all risk arising from Your use of any such websites or resources.

### **3.9 Reference to DrivenWoman Concept**

You may link to Our Websites, Platform or related DrivenWoman social media presence if You comply with the provisions of these ToU and all applicable laws and do so in a way that is fair and legal and does not damage Our reputation or take advantage of it.

Any site, service, company or individual that links to Our Website, Platform or related DrivenWoman social media presence, must not:

- a) change, alter or distort any part of the DrivenWoman Concept

- b) misrepresent its relationship, or present false information about Us and/or any referenced third parties or information regarding other Users, Leaders or Members or establish the link in such a way as to suggest any form of association, approval or endorsement on Our part, where none exists; and
- 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 these ToU, We have the right to require Your link(s) to be removed and to take any appropriate legal action.

### **3.10 Communication**

We may communicate with each other by means online channels such as email or SMS messenger. Certain risks are associated with the use of the Internet and email, such as, but not confined to, distortion, delay, interception, manipulation and viruses.

## **4 NEWSLETTER**

By subscribing to the DrivenWoman newsletter You agree that You will be receiving the DrivenWoman newsletter, which might contain:

- a) news and successes within the DrivenWoman Network and Concept;
- b) details of upcoming DrivenWoman events;
- c) details of any DrivenWoman or selected third-party offers or promotions; and
- d) any other DrivenWoman news and stories.

Any data provided by You to subscribe to the newsletter will be stored in accordance with Our Privacy Policy. You are free to unsubscribe from the DrivenWoman newsletter at any time.

We reserve the right to suspend or cancel Our DrivenWoman newsletter, or access to it, at any time for any reason.

## **5 ATTENDANCE AT DRIVENWOMAN EVENTS**

### **5.1 Participation**

Any attendance of DrivenWoman Events is voluntary and subject to availability. The Users are bound by these Terms of Use and commit to respect other Users and DrivenWoman Concept and comply with the Event organisers' and facilitators' instructions.

### **5.2 Events content**

The Events are organised as part of the DrivenWoman Concept and aim to inspire others and to share information with each other. The Events' organisers and facilitators reserve the right to change the content of the events.

### **5.3 Attendance Fee**

The attending Users will be charged an attendance fee payable in advance. Any refunds or cancellations are subject to the conditions communicated by the event.

## 6 INTELLECTUAL PROPERTY RIGHTS

Any intellectual property rights developed by or used by Us on the DrivenWoman Website, Platform and related DrivenWoman social media presence are Ours.

All content provided on the DrivenWoman Website, Platform or related DrivenWoman social media, including all products and all online class and workshop materials are Our intellectual property. You may not modify, publish, transmit, participate in the transfer or sale of, create derivative works from, distribute, display, reproduce or perform, or in any way exploit in any format whatsoever any of the DrivenWoman Website or Platform content or the DrivenWoman Concept, in whole or in part, without Our prior written consent. You may not remove any trademark, copyright, or other notice from the content of the the DrivenWoman Website, Platform or Concept. We reserve the right to immediately remove You from the use, and to pursue all available legal remedies against You if You violate Our intellectual property rights.

## 7 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 use of the DrivenWoman Website, Platform or related DrivenWoman social media presence.

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, wasted management or office time;
- 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 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 DrivenWoman Website or Platform or to Your downloading of any material posted on it, or on any website linked to it;
- e) any loss or damage, caused directly or indirectly, by relying on any information provided during DrivenWoman events, on the DrivenWoman Website, Platform or related DrivenWoman social media presence or interpreting such information as advice; or
- f) any loss or damage caused, directly or indirectly, from the use of Internet and online communication channels in connection to the DrivenWoman Website, Platform or related DrivenWoman social media presence.

Our liability is limited to the fullest possible extent permitted by law. In no event shall Our cumulative liability to You exceed the total purchase price of the Service You have purchased from us, and if no purchase has been made 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.

We accept no responsibility for the actions of Users and exclude all liability for any breach of a User confidentiality or for any damage to a User's reputation.

## **8 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 these Terms and Conditions, or any use by You of the Site or Service. You shall provide Us with such assistance, without charge, as We may request in connection with any such defense, 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 defense without Our prior written consent.

## **9 MISCELLANEOUS**

### **9.1 Waiver**

A waiver of any right under these Terms of Use is only effective if it is in writing and it applies only to the User to whom the waiver is addressed and the circumstances for which it is given.

### **9.2 Changed Terms**

We may at any time amend any portion of the DrivenWoman Website and Platform and these Terms of Use. Such amendments are effective immediately upon notice to You by Us posting the amended ToU to the DrivenWoman Website and/or Platform. Any use of the DrivenWoman Website and Platform by You after being notified means You accept these amendments.

### **9.3 Entire agreement**

These ToU's, and any referred applicable DrivenWoman policies and guidelines, represent the entire agreement between DrivenWoman and the User and supersede any prior agreement, understanding or arrangement, whether oral or in writing.

### **9.4 Severability**

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

### **9.5 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.

## **9.6 Dispute resolution**

In case that a dispute arises with another User 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.

## **9.7 Jurisdiction and choice of law**

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.