

## Ashy Bines 101 Sweet Potato Recipes: Terms and Conditions

### 1. Ownership

Copyright © 2017 SQUAD TOUR PTY LTD ABN 89 616 131 509. This copyright notice applies, and is not limited, to the following Websites, and any of its affiliate pages from time to time (“Websites”):

- 1.1. [www.ashybines.com](http://www.ashybines.com)
- 1.2. [www.ashybines.com/sweetpotato](http://www.ashybines.com/sweetpotato)
- 1.3. [www.ashybines.com/squad](http://www.ashybines.com/squad)
- 1.4. [www.thesquadtours.com](http://www.thesquadtours.com)

are owned by SQUAD TOUR PTY LTD ABN 89 616 131 509.

### 2. Copyright

2.1. Copyright exists in the Websites, Mobile Apps and includes and extends to all text, images, graphics, photographs, designs, logos, icons, videos, audios and recordings, words, phrases, proprietary pages and product names referred to and included in the Websites unless otherwise obtained from a third party who may itself have its own copyright in that material.

### 3. Intellectual Property

3.1. Intellectual property means all our proprietary rights and interests including but not limited to all intellectual or industrial property whether registered, or unregistered, non-existing or coming into existence in the future in connection with or related to or otherwise created, invented, designed or otherwise owned by us, as referred to in these Terms and Conditions as varied from time to time and without limitation includes copyright, trademarks, designs, patents, character names, writings, digital content, business names, inventions, ideas, symbols, artwork, confidential information and moral rights as defined in the Copyright Act 1966 (Commonwealth) and under the law of a country other than Australia.

### 4. Definitions

4.1. For the purposes of these Terms and Conditions in addition to the above paragraphs the following definitions apply:

4.1.1. **“Our, ourselves, us, we”**, refer to Squad Tour Pty Ltd or Squad, and its affiliates who for the purposes of these Terms and Conditions refers to any person or entity we directly or indirectly own, control or operate, currently or in the future and/or which has a controlling interest in us and/or is an entity who has the right to operate with or on behalf of ourselves;

4.1.2. **“Party”** refers to a party to these Terms and Conditions and it includes that party's successors, administrators and assignors and where a party consists of more than person, then these Terms and Conditions bind them jointly and each of them severally;

- 4.1.3. **“You or yours”** refers to you, the person accessing the Websites, Mobile Apps, Membership or attending the Events and agreeing to the Terms and Conditions of your use of same;
- 4.1.4. **“Licence”** means these Terms and Conditions for use of the Websites and its contents;
- 4.1.5. One gender includes each other gender;
- 4.1.6. The single includes the plural and the plural includes the singular;
- 4.1.7. **“Event”** means any of the “Squad Tour” Squad Tour Pty Ltd live high intensity workout events occurring around the World from 2017;
- 4.1.8. **“Forum”** means the “Squad” Forums where registered members are able to communicate together;
- 4.1.9. **“Plan”** means ‘Squad’ training programs, nutrition guidelines, webinars and all other services offered by Squad Tour Pty Ltd accessed by the Squad Phone App, Forum and Websites;
- 4.1.10. **“Pack”** means the General Admission, VIP and Platinum packs available for purchase for admission to a Event.
- 4.1.11. **“Registration”** means registration as a member of Squad including the use of the Websites, the Plans, Packs and/or the Forum as well as your attendance at any Event;
- 4.1.12. **‘Squad’** means the Squad Tour Pty Ltd community of females around the world who are working towards a common goal of a healthier life.
- 4.1.13. ‘App’ means the IOS or Android mobile application for the Ashy Bines 101 Sweet Potato Recipes and/or The Ashy Bines Squad.

4.2. **“Websites”** means collectively the Websites [www.ashybines.com](http://www.ashybines.com), [www.ashybines.com/sweetpotato](http://www.ashybines.com/sweetpotato), [www.ashybines.com/squadtour](http://www.ashybines.com/squadtour), Forum, products content/or services offered or provided by or in the Websites and includes use of the ‘App’ associated with the Squad Website.

## 5. Scope of Licence

- 5.1. By virtue of these Terms and Conditions, you are granted a non-exclusive, non-transferable, non- sub-licensable licence to personally access and use, for non-commercial purposes, the Websites, Apps and the services offered on the Websites including but not limited to the Registration and membership of Squad.

- 5.2. You may not use any licenced Plans on more than one computer system or device concurrently. Full-scale reproduction of a Plans contents is expressly prohibited.
- 5.3. The term of this licence shall be for a term of 5 (five) years from the date of registration of your activation.

## **6. Terms of Use**

- 6.1. Please read these Terms of Use and these Terms and Conditions carefully. By accessing our Websites, App, Plans and the subsequent registration you are explicitly acknowledging that you have read and understood these Terms and Conditions and agree to be bound by them.
- 6.2. If you do not agree to these Terms of Use or these Terms and Conditions, you are accordingly not authorised to use the Websites, App or Plans in any way including the completion of an online Registration or membership for Squad or any Event. Squad Tour Pty Ltd reserves the right to change these Terms and Conditions at any time. You are solely responsible for checking these Terms of Use periodically for changes. Your continued use of the Websites after Squad Tour Pty Ltd has made changes means that you agree in its entirety to the changes. To receive a copy of these Terms and Conditions please email us at [support@thesquadtour.com](mailto:support@thesquadtour.com) .
- 6.3. In addition to these Terms and Conditions, our Websites and any access to Registration or our Plans are also subject to our Privacy Policy, which is expressly made a part of our agreement with you. When you agree to these Terms and Conditions, you also agree to our Privacy Policy. You must only use the Websites and App if you understand and agree to be bound by our Privacy Policy and Collection Statement.

## **7. Privacy Policy and Collection Statement**

- 7.1. We will use our best endeavours to protect your privacy as provided by you with respect to your personal information and by your provision of your personal information as referred to in these Terms and Conditions, you have expressly agreed to our collection, use and retention of your personal information.
- 7.2. We will manage your personal information in accordance with the requirements of Australian laws.
- 7.3. We will use our best endeavours to ensure your personal information is not accessed illegally or without authorisation but we cannot guarantee that our systems will or can be free from third party interference or be interrupted and so we do not warranty the security or privacy of your personal information including payment and/or account details and you acknowledge that when you provide us with any personal information, you are doing so at your own risk.

## **8. Use of the Websites, App and Plan**

- 8.1. These Terms and Conditions govern your right to use the Websites and your access to and use of the App, Plan, the Forum, and/or any products or services acquired in

relation to the Plan and/or the Websites and/or any links provided on the Websites to other Websites.

- 8.2. In downloading any content from the Websites to your computer, you do not receive any ownership rights to such content and by downloading any content you agree not to use the content for any unlawful purpose and you agree that your use of the Websites is only for your personal use and not for any commercial or other use contrary to these Terms and Conditions and our legal rights in respect of the Websites, the Plan and/or the Forum.
- 8.3. You agree that when you register, activate and download the Plans you will not reproduce, distribute in person, publish, republish, print, upload to any third party, post on any social media site or forum, or distribute or modify or otherwise deal with any content in the Websites in whatever format, personally or otherwise, and/or provide it, or any part of it, to a third party that would otherwise infringe our intellectual property rights.
- 8.4. You agree that in downloading any service or product from the Websites, you will not rent, lease or lend it to a third party nor decompile, reverse engineer, modify or derive content from the Websites and/or make it available over a network where it could be used by multiple devices at the same time.
- 8.5. You agree that your use of the Websites and/or Forum will not violate any laws without limitation, including those governing competition, advertising, consumer protection laws, privacy, obscenity, spamming, stalking, intellectual property rights and/or defamation in Australia and when accessed in another jurisdiction the laws of that jurisdiction and Australian law, so far as the laws are not inconsistent, in which case you agree to be bound by the laws for Queensland, Australia.
- 8.6. You agree that in using the Websites and/or the Forum, you will not post threatening, harassing, defamatory, obscene, offensive, hate mail or speech or facilitate others to commit such acts in whatever format.
- 8.7. You agree that you will not post comments about the Websites or Forum, any of its content, its individual representatives, officers, directors, consultants and/or employees without the prior written consent of us.

## **9. Eligibility**

- 9.1. You represent and warrant that you are at least 18 years old and will be responsible for completing all registration information or if under 18 years of age have provided written parental consent.
- 9.2. Without limitation, the Websites are available only to individuals that can form legally binding contracts under Australian law.
- 9.3. We have the right to refuse to deal with you, at any time, at our sole discretion, including the suspension or termination of your registration, if we believe that you

may or will bring our reputation, those individuals who represent us in the market place, our other users, and Forum members into disrepute or otherwise will interfere with other parties' rights to have reasonable use of and access to the Websites or to the contents and components of the Websites or are in any way in breach of these Terms and Conditions.

- 9.4. If registering for an Event and under the age of 18 years, your legal guardian or parent must submit the registration form on your behalf and where provided for, complete the written parental consent form online. The parent or legal guardian will be required to be present at any Event registered for on behalf of a minor.
- 9.5. If you are accessing and using the Websites or registering for any Plans, Squad and/or Events on behalf of a party who is not at least 18 years of age, then you are representing that you are that party's legal guardian and you are responsible for that party's compliance with these Terms and Conditions and you will indemnify us for any losses or damage that we suffer as a consequence of the party who is less than 18 years of age failing to comply with these Terms and Conditions.

## **10. Personal Details**

- 10.1. You agree to provide accurate and truthful details about yourself for the purposes of your registration to the Websites, App, for the Plan and/or inclusion in the Forum, Squad and Events and we reserve the right to suspend or terminate your registration if we discover you have, at any time, provided inaccurate, incomplete or misleading personal information.

## **11. App and Website Purchase**

- 11.1. There are 2 ways to access the Ashy Bines 101 Sweet Potato Recipes:
  - 11.1.1. Be a current Ashy Bines Squad Member
    - 11.1.1.1. Ashy Bines Squad members receive free access to the sweet potato recipes and app while their Ashy bines Squad membership is current.
  - 11.1.2. Purchase the program
    - 11.1.2.1. A one off fee of \$19.95 can be paid by non Squad Members to purchase a copy of the 101 Sweet Potato Recipes. This can be purchased at [www.ashybines.com/sweetpotato](http://www.ashybines.com/sweetpotato)

## **12. Payments**

- 12.1. In purchasing any product or services from the Websites ('the purchase') you agree to:

- 12.1.1. Pay via PAYPAL using a valid credit card or bank account (or other form of payment or use of payment provider as Squad Tour Pty Ltd may allow) in the manner required by and under the Terms and Conditions outlined by the nominated payment system provider;
- 12.1.2. Provide Squad Tour Pty Ltd with current and complete information as detailed in the purchase order form including full legal name, street address, telephone number, email address, credit card or bank account details and billing information as required without limiting any of Squad Tour Pty Ltd's rights and remedies if we discover or believe that any information provided by you is inaccurate or incomplete.
- 12.1.3. Squad Tour Pty Ltd reserves the right to refuse to continue with your purchase, or put on hold or terminate your access to the Websites, the plan or any of the services or products provided by Squad Tour Pty Ltd at any stage at our sole discretion and you forfeit any right to a refund of any payment made by you for the purchase;
- 12.1.4. Pay all costs, fees, charges, applicable taxes and other charges as may be incurred in respect of the purchase ("the costs"); and
- 12.1.5. All costs are in Australian dollars (AUD) unless otherwise indicated.

### **13. Risk**

- 13.1. Title of the purchase will pass to you on receipt of full payment from you or when you receive the purchase, whichever happens later.
- 13.2. Risk of loss or damage to the purchase will pass to you when we provide the purchase to a third party for delivery of it to you and we provide no estimate as to time of delivery and you agree that time is not of the essence with respect to delivery.
- 13.3. Where we send you the purchase by email delivery, and you claim that you have not received such delivery, then you must contact our Billing Department email at [support@thesquadtour.com](mailto:support@thesquadtour.com) within 7 days of the date by which you placed the order for the purchase for Squad Tour Pty Ltd to investigate your claim.

### **14. Warranty/Refund**

- 14.1. Subject to the rights granted to you by statutory consumer protection legislation, which cannot be excluded, due to the nature of the Plan, and/or the products and services offered by the Websites, and as we make no representations to you in respect of your use of the Plan, and/or the products or services offered by the Websites, Squad Tour Pty Ltd provides no warranty as to any results or outcomes

associated with using the Plans nor in respect of any use of the products or services offered by the Websites.

14.2. You expressly acknowledge that your use of the Websites, App, Plan, and Forum and its products and/or services is at your sole risk.

14.3. At our sole discretion, any claim for a refund will be considered on a case by case basis and Squad Tour Pty Ltd reserves the right to either provide you with a refund once the case is reviewed, or refuse your claim.

14.4. To seek a refund you must email [support@thesquadtour.com](mailto:support@thesquadtour.com).

## **15. Medical Disclaimer**

15.1. We are not a medical organisation and Squad Tour Pty Ltd do not and cannot give or purport to give you any medical advice or assistance in any form. Nothing in the Websites, Plans or Forum or anything associated with it should be taken or understood as medical advice or assistance nor should it be interpreted in substitution for any medical advice or assistance or used or referred to instead of seeking appropriate medical advice or assistance from qualified practitioners for your particular circumstances and needs.

15.2. You are solely responsible for evaluating and assessing your own health and wellbeing and whether, in all the circumstances, you should access and use the Websites and/or participate in the Forum/Plan and/or its products and services. Squad Tour Pty Ltd encourage you to seek appropriate medical advice or assistance before embarking on any use of the Websites, the Plan and/or its products or services.

15.3. You agree that neither Squad Tour Pty Ltd nor any of our affiliates, service providers and/or suppliers, warrant or make any representation about the contents, products, services or offers referred to in the Websites, and specifically do not make any representation about the risks, results, reasonableness, or accuracy or otherwise of such contents, products, services or offers and your use of the Websites, the forum, the Plan, or its products and services, is at your sole risk.

## **16. Limitation of Liability**

16.1. Subject to the rights granted to you by statutory consumer protection legislation, which cannot be excluded, in no event shall we be liable to you for any injury, or incidental, undue damages, whatsoever including damages for loss of income, data, or personal injury or consequential damages except to the extent such limitation or exclusion of liability is not permitted by law.

## **17. Our Rights to Modify Services**

17.1. You acknowledge that Squad Tour Pty Ltd are entitled at any time, to change, modify, vary, delete or otherwise deal with the Websites, Plans and/or the Terms and Conditions, as we see fit.

17.2. Squad Tour Pty Ltd will publish any intended changes on the Websites and/or Forum and you will be deemed to have accepted such changes when you first access the Websites, Plans and/or Forum following our publication of the notice of change on the Websites.

## **18. Jurisdiction**

18.1. These Terms and Conditions are governed by the laws of Queensland, Australia and you agree to the non-exclusive jurisdiction of the Courts of that jurisdiction and any appeals from those Courts.

## **19. Indemnity**

19.1. You agree to indemnify us to the full extent needed from any and all third party claims, liabilities, costs, expenses including solicitor/client costs on an indemnity basis, that we may incur or suffer as a result of your improper or illegal use of the Websites and/or from your breach of any of the Terms and Conditions and/or any facilitation or support by you of a third party causing any loss or damage to us.

19.2. You are liable for all content posted by you on the Forum.

19.3. You are required to exercise due care to conform to any Australian laws relating to publication, broadcasting, media controls, advertising standards and social media legal considerations, as they may arise or be applied to you in respect of any content you post on the Forum or in relation to the Websites or that by your actions of conduct.

19.4. You agree to indemnify us for any claims, losses, liabilities, costs or expenses ("losses") incurred by us you may cause, or contribute to such losses.

## **20. Breach of Contract**

20.1. The customer and Squad Tour Pty Ltd each hold reciprocal rights of termination for a material breach of any term or condition of contract. The contract will be terminated upon receipt of written notice outlining the relevant breach.

## **21. General**

21.1. Entire agreement: These Terms and Conditions form the entire agreement between you and us in relation to the Websites and your use of it.



21.2. Waiver: Any failure or delay on our part to exercise a power or right we have under these Terms and Conditions (unless in writing to you) does not amount to a waiver of that power or right and will not preclude our entitlement to exercise that power or right at a later date.

21.3. Competition and Program start dates may vary and are at the discretion of the Websites owner.

## **22. Model Release**

22.1. In accepting the Terms and Conditions, you give Squad Tour Pty Ltd, and its authorised representatives, the right and permission to use photographs and video footage of you undertaking training and activities and illustrating body transformations that you have provided to us. You grant permission to Squad Tour Pty Ltd and its authorised representatives to use these photographs and video footage for the purpose of promoting, advertisement, marketing, publicity or any other lawful purpose. You waive any right to inspect and approve the finished product that may be used or to which it may be applied now and/or in the future, whether that use is known to you or unknown, and you waive any right to royalties or other compensation arising from or related to the use of the image whether intentional or otherwise.