

Membership Terms and Conditions

Welcome to **Tribe!** Please take the time to read and understand these Membership terms and conditions (**Membership Terms**). They govern your (your or you) use of Toby and Kate McCartney Ltd service (**platforms**) as a member.

Once you click “I agree”, you agree to the Membership Terms as a legally binding contract between you and Toby and Kate McCartney Ltd. If you do not want to agree to these Membership Terms, then you should not submit your application to join.

In these Membership Terms, **Content** means all the content available on Toby and Kate McCartney Ltd and it’s websites including Kajabi, Tobyandkatemccartney.com, A10Dee, Zoom, and any other systems associated to Toby and Kate McCartney’s training provision, including tutorials, courses, videos, eBooks, sample files, training provision and user forum content.

1. Payment Plan Agreement Contract

MONTHLY PAYMENT PLAN MEMBERSHIPS

Applies to memberships where payments are made every month during the duration of the membership term.

You understand and agree that you have committed to a contract. And you agree to membership fees payable by you at the rate offered at purchase time every month for a period of 12 months to access the training site for a period of 1 year if you purchase any **1 year duration payment plan membership**.

Cancellation of MONTHLY PAYMENT PLAN

You understand that you are able cancel your membership in the first 30 days for a full refund – as per our 30-day Moneyback Guarantee. Please email us to book a cancelation call at info@tobyandkatemccartney.com. You understand that your membership is not cancelled until you have spoken on a cancelation call to a member of our team and an email will not be sufficient to cancel your membership.

You understand that should you cancel your membership outside of the first 30 days, you agree to pay a **cancellation fee** equal to the total value of 6 monthly payments or the remaining value of your contract and calculated as [remaining months] x [monthly payment], which ever is lesser. Any existing discounts will continue to apply.

2. Membership

If you are **under 18 years**, you need your parents' permission before becoming a member and accessing the information.

Your Membership is **non-transferable**. You **must not share your username and password** with anyone else or allow anyone else to access the information using your username and password.

You are responsible for every use of the Site that occurs in conjunction with use of your username and password. You must use reasonable efforts to keep your username and password confidential. You must notify us as soon as you become aware of any unauthorised use of your membership, username or password.

Membership is based on periodic subscription fees which are detailed on the Site's sign up page. Your membership, or access to Content and areas of the Site, will be suspended or cancelled if we do not receive the fees for your subscription type.

You can ask for a refund of subscription fees under our "Moneyback Guarantee" policy, during the **first** 30 days of your subscription. You may also have rights granted to you by law which may entitle you to a refund of fees in specific circumstances. Apart from those things, refunds of subscription fees will not be made.

3. Availability and Use of the Site

The platforms will **usually be available** 24 hours a day, seven days a week. We may, however, need to interrupt or suspend your access to the platforms or the provision of the platforms services and Content, for maintenance, technical or other reasons.

When accessing and using the platforms and Toby and Kate McCartney Limited's services and Content, **you must comply** with directions, instructions or protocols posted on the platforms.

We are pleased to be able to offer a wide range of exclusive Content on the platforms for your educational and learning needs, which we aim to regularly add to. The Content will be updated, changed or removed from time to time, at our discretion, so we can't guarantee that specific Content will always be available on the platforms.

4. Rights to Content; intellectual property

Each item of Content is **copyright of its author**. We own any contributed Content, and all other rights in the platforms including its design, compilation and look and feel.

Your membership gives you a right (a revocable, non-exclusive licence) to use the Content for **personal purposes**. You **must not redistribute** Content (such as tutorials, eBooks, videos, courses and source files). Any project files, spreadsheets or other assets associated with Content are included to demonstrate the course or tutorial. You may use, modify and manipulate files for your own personal educational purposes, but you must not otherwise exploit the files and the assets in them, or redistribute the files or assets. If you love the Content, please ask your friends to become members too!

You may freely use the procedures and techniques demonstrated in the Content (that is, the knowledge you gain) for any commercial or personal purpose.

The trade marks and logos displayed on the platforms are, unless otherwise stated, those of Toby and Kate McCartney Limited and its partners, and you must not use these without the approval of the relevant owner.

5. Fair use and prohibited conduct

You are permitted to download Content to your computer as part of your membership. But your membership is subject to a **'fair use' policy**. Our 'fair use' policy requires that your use of the platforms and the Content must be fair, genuine and reasonable. For example, the total amount of Content you download must be reasonable in light of your genuine education and learning needs, and the time needed to genuinely engage with the Content. We will use our reasonable discretion to decide whether a member has complied with the 'fair use' policy.

You **must not use scripts** to automatically mass download Content.

You also must not:

- a. use a false email address, impersonate others, or misrepresent your affiliation with others;
- b. insert advertising, branding or other promotional content into the platforms or Content;
- c. attempt to gain unauthorised access to computer systems or materials through the platforms;
- d. engage in automatic gathering of information from or through the platforms (such as “spidering”, “screen scraping”, “database scraping” or harvesting of e-mail addresses);
- e. attempt to interrupt or alter the platforms operation in any way (for example through sending mass unsolicited messages, “flooding” servers, or introducing a virus, time bomb, trojan horse, worm, cancelbot or other computer routine);
- f. use the platforms or the Content in a way that violates applicable law, that violates third party intellectual property or other rights, or that is, fraudulent, obscene, offensive, or defamatory; or
- g. except as allowed in these Membership Terms, copy, distribute, transmit, modify or otherwise exploit the Content or any other data or code made available through the platforms.

6. Intellectual property complaints

We respect the intellectual property rights of others, and require that you do the same.

Please contact us if you believe that your intellectual property or other rights are being affected by anything on the platforms.

If you are specifically making a copyright-based claim regarding Content, please forward the following information to us:

- a. your address, telephone number, and email address;
- b. a description of the location of the alleged infringing material;
- c. a description of the copyright work that has been allegedly infringed; and
- d. a statement by you that you warrant that the information given in your claim is accurate and that you are either the copyright owner or are authorised to act on the copyright owner’s behalf.

7. Forum and community rules

Please read our Forum and Community rules, which are part of these Membership Terms and apply to content contributed to the Sites by members (such as comments, reviews and forum posts).

We reserve the right, but are not obliged, to monitor all matter posted to our platforms. We are not responsible or liable for material posted by others. We do, however, reserve the right to edit, refuse to post or to remove matter that in our discretion is objectionable or in violation of these Membership Terms, our policies or applicable law.

You must not upload or post any materials that:

- a. restrict or inhibit others' use or enjoyment of the platform;
- b. are false, misleading, fraudulent, unlawful, abusive, harassing, defamatory, obscene, vulgar, or offensive;
- c. infringe others' rights, including privacy or intellectual property rights;
- d. disclose personal information about others, particularly sensitive information;
- e. contain a virus, spyware, or other harmful component; or
- f. contain commercial solicitation or 'spam' of any kind.

8. Privacy

Our information collection and use of any personal information about you is set out in our [Privacy Policy](#).

Personal information that you disclose may be used by Toby and Kate McCartney limited, its agents and contractors in relation to your membership and the platforms, including marketing activities for the Tribe and other programmes.

We may disclose any personal information as necessary to satisfy any law, regulation or government request.

9. Refusal, suspension or termination of membership

We may, in our discretion, immediately restrict, suspend or terminate your membership and access to the platforms if we consider you in breach of these Membership Terms, any other platform rules, or applicable law.

We reserve the right to refuse membership in our discretion (examples include previous breaches of membership terms on any of our websites and previous utilisation of the Site's "Moneyback Guarantee").

10. Liability and disclaimer

Except as provided in an applicable Non-excludable Law, we are bound only by the express promises made in these Membership Terms and are not bound by implied terms.

Except as provided in an applicable Non-excludable Law:

- a. we do not promise that the Content or your access to the platform will be uninterrupted or error-free, that any defects will be corrected, or that the platforms or Content are free of viruses or any other harmful components; and
- b. we make no promises regarding your access to, or the results of your access to, the platforms or Content in terms of correctness, accuracy, timeliness, completeness, reliability or otherwise.

Except as provided in an applicable Non-excludable Law, we and our affiliates are not liable for indirect, incidental, special or consequential damages, loss or revenue or loss of profits which result from any use of or access to, or any inability to use or access, the Site.

11. Changes to Membership Terms

We may change these Membership Terms from time to time, but we will notify members before doing so. You will be given the opportunity to cancel your subscription with a pro-rata refund (based on time remaining in your subscription) if you do not want to accept the changes. If you do not opt out in this way, your continued subscription to and use of the Site will be an acceptance of the updated Membership Terms.

12. Applicable Laws

We control and operate the platforms from our offices in Scotland. The laws of Scotland govern these Membership Terms, and you and Toby and Kate McCartney limited submit to the jurisdiction of the courts there.