

SQUAD : Terms and Conditions of Membership

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/squadtour
- 1.2. www.thesquadtour.com
- 1.3. www.thesquadtours.com
- 1.4. www.ashybines.com/squad

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2. Copyright

- 2.1. Copyright exists in the Websites 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, 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 in 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 and their to support, inspire and workout together for lasting results. Squad consists a live 45 minute workout with Ashy Bines and her squad of thousands at a one time event in your city plus an ongoing membership of the Online Squad, being the Plan which includes daily workouts you can do from home or the gym, regular webinars, local Events and much more.
- 4.2. **"Websites"** means collectively the Websites www.thesquadtour.com, www.thesquadtours.com, www.ashybines.com/squadtour, Forum, products content/or services offered or provided by or in the Websites.

4.2.1. A **"Introductory Offer"** means the introductory offer provided for in the purchased Pack.

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 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, 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 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.

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 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 and Plan

8.1. These Terms and Conditions govern your right to use the Websites and your access to and use of the 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. Websites and Plan Membership

10.1. You agree to provide accurate and truthful details about yourself for the purposes of your registration to the Websites, 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.

- 10.2. Once you register on the Websites and/or completed Registration, you will be given access to a "Clients only" email subscription, Plans and Forum access.
- 10.3. Access to the information provided through email subscription, the Plans and the Forum is for your sole use only.
- 10.4. Any password or right given to you to obtain access to the "Clients only" email subscription, Plans and the Forum, and the contents or use of either the email subscription or Forum, is not transferrable to any third party.
- 10.5. We reserve the right, at our sole discretion, to terminate your access to the "Clients only" email subscription, Plans and/ or Forum if, in our opinion, you have failed to comply with any of the provisions of these Terms and Conditions.

11. Forum Membership

- 11.1. You acknowledge that Forum membership provides for public communications.
- 11.2. If you become a Forum member you agree to provide truthful, accurate personal details about yourself as required on the sign up page for the Forum.
- 11.3. You will use the Forum only for positive and supportive purposes and not post or comment negatively or in terms that could or might be offensive to other users of the Forum, either on the Forum itself or otherwise, or the Websites, the Plan, the Forum and/or the individuals representing the Websites and/or their employees.
- 11.4. You will not use the Forum:
 - 11.4.1. for any unlawful, disrespectful, harmful, threatening, abusive or otherwise objectionable purpose;
 - 11.4.2. to incite others to conduct the activities described in sub-paragraph
 - 11.4.3. to interfere with the lawful and reasonable use of the Forum by others;
 - 11.4.4. to attempt to directly or indirectly, allow or facilitate a third party to enter the Forum through your registration.; and
 - 11.4.5. to sell or promote any services or products to other forum members.
- 11.5. Although our Forums are 'Closed Groups/ Private' you acknowledge that we can only monitor the Forum to the best of our ability. Whilst we will do everything in our power to protect the safety of your privacy, we are unable to control what others do with any images and/or posts uploaded in the Forum. For that reason, you acknowledge that anything posted in the Forum has the potential to be made Public.
- 11.6. You acknowledge that you will use your own discretion as to what you post in the Forum using all caution necessary to provide for your own safety.

- 11.7. If posting any “before and after” images we highly recommend covering up or cutting off your face to prevent identification unless of course you are comfortable with the fact that once this image is uploaded, it’s privacy is somewhat out of our control. Any post uploaded by a minor MUST have parental consent.

12. Event Entry Conditions

- 12.1. Events include but are not limited to the The Squad Tour Events that are occurring in selected cities around the world.
- 12.2. Registration refers to the specific Event noted on the Websites or digital media page to which these Terms and Conditions are linked.
- 12.3. Participants must register for an Event online at www.ashybines.com/squadtour or via the digital media page on which the Event is advertised. Once confirmed through the Event registration page and payment is made accordingly, your space will be secured. Participation in the Event for which you have registered is deemed acceptance of these Terms and Conditions.
- 12.4. We reserve the right to accept or reject any registration or order. Acceptance and access to our services or Event require payment first. The costs per ticket are detailed on the Website and affiliated advertising. We reserve the right to terminate your licence or registration if payment is not made successfully.
- 12.5. We expect you to use the payment service provided on our Websites for our financial transactions for registration of the Events. We will not be held liable for any loss you incur arising from the use of any payment method unless caused by the fraud of our employees or us.
- 12.6. All payments are GST inclusive. We will provide you with a receipt of payment by way of tax invoice in accordance with the applicable legislative requirements relation to GST.
- 12.7. Please note all registrations are non-refundable and non-transferrable save for otherwise provided for in these Terms and Conditions.

13. Terms of Participation at Events

- 13.1. Right to participate: applies only to the person whose name and contact details have been successfully registered and submitted via the allocated registration page and is not transferrable to any other person. All entrants acknowledge any attempt to transfer an entry or allow another person to participate in the Event under the entrant’s name without Squad Tour Pty Ltd knowledge or consent may void any applicable insurance and the entrant will be disqualified from the event.

- 13.2. Closing: Entries close on the date specified on the Websites and all authorised advertising for the Event.
- 13.3. Verification: Squad Tour Pty Ltd and their authorised representatives, reserve the right to verify the identity of the person registering for participation including their name, age and address.
- 13.4. Personal Information: Any personal information collected via the registration process will be stored and used in accordance with Squad Tour Pty Ltd Privacy Policy and Collection Statement.
- 13.5. Insurance: Each entrant acknowledges insurance may be in place that may provide limited cover to entrants while they are participating in the Event. Entrants understand this insurance may not cover them for all personal injuries, death and/or damage sustained during the Event. Entrants also acknowledge they may be able to, in their own interests and at their own expense, seek and obtain personal insurance in addition to any cover provided by the Event organiser.
- 13.6. Medical Disclaimer: As with any physical activity, it is important that before beginning any fitness activity, you consult with your health care professional to ensure that you are mindful of your current health and any restrictions that are appropriate for you. You should immediately seek medical attention if there are any unanticipated changes to your physical condition at any time.
- 13.7. Each entrant accepts all risks of participating despite their medical/and or physical condition and forever releases and indemnifies to the fullest extent permitted by law Squad Tour Pty Ltd, the Event Manager, the Event Sponsor/s, Event Volunteers; the owners, licensees and occupiers of land upon which any part of the Event is conducted; any statutory body or local authority having control over any land upon which any part of the Event is conducted; their related bodies corporate and their officers, employees, members and/or contractors and any other person from and against all claims, loss (including consequential loss) and/or costs (including legal costs), whether or not legal proceedings are instituted, irrespective of the means, manner and/or nature of any settlement or determination arising directly and/or indirectly out of, and/or in connection with, the entrant's participation in the Event, including event competitions and/or prize draws.
- 13.8. You must consult a qualified medical professional if you have any questions concerning your medical condition or injury.
- 13.9. Fitness: Each entrant acknowledges they will be, at the time of the Event, medically and physically fit for the Event and unaware of any illness, injury or any other physical disability or impairment which may cause personal

injury, death and/or property damage to them or anyone else while participating in the Event.

- 13.10. **Consent to Medical Treatment:** Each entrant consents to receiving any medical treatment, including ambulance transportation, Squad Tour Pty Ltd considers desirable during or after the Event. In the event of an emergency, the entrant authorises their personal details to be shared with appropriate parties, including but not limited to, , Squad Tour Pty Ltd, the Event Manager, medical staff and the entrant's Emergency Contact Squad Tour Pty Ltd and/or the Event Manager has the right to contact the entrant or their listed Emergency Contact as they consider necessary or desirable during or after the Event.
- 13.11. **Hydration:** Each entrant acknowledges it is their responsibility to ensure they are appropriately hydrated while participating in the Event.
- 13.12. **Travel:** Each entrant acknowledges that Squad Tour Pty Ltd is not responsible for any costs or damages involved in travel to and from the Event.
- 13.13. **Possessions:** Each entrant acknowledges that they have sole responsibility for their personal possessions and athletic equipment during the Event and related activities. Squad Tour Pty Ltd and the Event Sponsor/s are not liable for any damaged/lost property.
- 13.14. **Directions:** All entrants acknowledge they will abide by any reasonable directions issued by an authority of the Squad Tour Pty Ltd, the Event Manager and the Police.
- 13.15. **Removal:** All entrants acknowledge that Squad Tour Pty Ltd, the Event Manager or their authorised representatives may remove the entrant from the Event area and/or exclude the entrant from participation in the Event without reason or explanation:
- i. if the entrant's behaviour is inappropriate, offensive, or abusive;
 - ii. to prevent damage to any property;
 - iii. on medical or health and safety grounds (including to prevent possible harm or injury to the entrant or any other person), or (b) to prevent or arrest any form of unauthorised marketing including ambush marketing.
- 13.16. **Model Release:** Each entrant consents to, without being compensated in any way, the publication and/or use in any form of media and marketing whatsoever, Squad Tour Pty Ltd, the Event Manager or the Event Sponsor/s, their name, image, voice, identifying number, statements, and photographs and films of them taken by Squad Tour Pty Ltd or its contractors, in any context pertaining to the Event or otherwise before, during or after the Event for advertising, promotions or otherwise.

13.17. Assumption of Risk: Each entrant acknowledges participation in the Event can be inherently dangerous and they are exposed to certain risks during the Event, including personal injury, death and/or property damage/property loss resulting from their participation, including, overexertion, equipment failure, dehydration, serious accidents and course and weather conditions.

13.18. Indemnity: Each entrant forever releases and indemnifies Squad Tour Pty Ltd, the Event Manager, the Event Sponsor/s, Event Volunteers; the owners; licensees and occupiers of land upon which any part of the Event is conducted; any statutory body or local authority having control over any land upon which any part of the Event is conducted; their related bodies corporate and their officers, employees, members and/or contractors against all death or personal injury claims arising out of the entrant's participation in the Event.

13.19. Limitation of Liability: 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.

13.20. Cancellation and Alteration: Squad Tour Pty Ltd has the right to cancel or modify the Event at any time and for any reason as they see fit.

14. 6. Prizes and Awards at Events

14.1. Only valid and accepted entrants can be eligible to win any Event prizes or awards.

14.2. The person conducting the prize draws is the Squad Tour Pty Ltd, Event Manager or a representative appointed by them.

14.3. All competitions are drawn and prizes are awarded on the date of the Event.

14.4. Squad Tour Pty Ltd's decision is final.

14.5. Squad Tour Pty Ltd (and its affiliates or authorised representatives) reserves the right to request prize winners to provide proof of identity, age and/or residency.

14.6. Squad Tour Pty Ltd (and its affiliates or authorised representatives) reserves the right to verify the validity of entrants and to disqualify any entrant who, in the reasonable opinion of Squad Tour Pty Ltd, engaged in conduct in entering which is fraudulent, misleading, deceptive or damaging to

the goodwill or reputation of the Event, the Event Organiser and/or the Event Sponsor/s.

- 14.7. Prizes are not refundable. Prizes are strictly as stated and are not transferable or exchangeable nor can they be redeemed for cash.
- 14.8. In the event that for any reason whatsoever a prize winner does not take any or all elements of a prize at the time stipulated by Squad Tour Pty Ltd, then those elements of the prize will be forfeited by the prize winner.
- 14.9. Prize values reflect the maximum retail values of prizes at the time of publication, including GST. Squad Tour Pty Ltd accepts no responsibility for changes in prize values between now and the ultimate prize redemption date.
- 14.10. If any or all components of a prize are unavailable, for whatever reason Squad Tour Pty Ltd reserves the right to substitute any or all components of a prize with another prize or components of equal or greater value.
- 14.11. Any costs of any kind incurred by prize-winners as a consequence of accepting any prize, including any taxes (other than any GST), are the sole responsibility of prize-winners. Independent financial advice should be sought as additional costs, including taxes, may be incurred by prize-winners as a result of accepting any prize.
- 14.12. All prize winners will participate in, and co-operate as reasonably required by Squad Tour Pty Ltd (and its affiliates or authorised representatives), the Event Manager or the Event Sponsor/s with respect to, any publicity arrangements relating to the prize, including making themselves available on the Event Day before an/or after the prize is awarded and/or at another reasonable time nominated by Squad Tour Pty Ltd or the Event Sponsor/s to be interviewed, photographed and filmed without being compensated in any way.

15. Purchase of Packs, and Access to Squad

- 15.1. To purchase your Pack and ticket to our Squad Tour Events, head to the Squad websites and follow the link and choose a Pack. The Pack options are:
 - 15.1.1.1. General Admission: \$29.95 GST inclusive plus transactions
 - 15.1.1.2. VIP: \$199.95 GST inclusive plus transactions
 - 15.1.1.3. Platinum: \$499.95 GST inclusive plus transactions
 - 15.1.1.4. General Admission + Seminar: \$59.90 GST inclusive plus transactions
 - 15.1.1.5. General Admission + Ashy Pack: \$99.90 GST inclusive plus transactions
 - 15.1.1.6. General Admission + Ashy Pack + Seminar: \$129.85 GST inclusive plus transactions

15.2. The above Packs include:

15.2.1. **General Admission**

- 15.2.1.1. 45 Live 45 minute all over body workout;
- 15.2.1.2. Squad Goody Bag; and
- 15.2.1.3. Up to 6 weeks access to Squad Membership and any Plans via the Squad Phone App (General Admission Introductory Offer).

15.2.2. **VIP**

- 15.2.2.1. Live 45 minute all over body workout;
- 15.2.2.2. Squad Goody Bag;
- 15.2.2.3. Meet Ashy Bines and her squad;
- 15.2.2.4. Priority entrance;
- 15.2.2.5. VIP workout area;
- 15.2.2.6. Seminar with Ashy's Trainer Nick Mason (Prior to workout);
- 15.2.2.7. Ashy Bines Water Bottle;
- 15.2.2.8. Ashy Bines yoga mat; and
- 15.2.2.9. 3 Months Access to Squad Membership and Plans via the Websites and Squad Phone App (VIP Introductory Offer).

15.2.3. **Platinum**

- 15.2.3.1. Live 45 minute all over body workout;
- 15.2.3.2. Squad Goody Bag;
- 15.2.3.3. Front Row access to the Workout;
- 15.2.3.4. Meet Ashy Bines & her squad;
- 15.2.3.5. Platinum Priority Entrance to the Event;
- 15.2.3.6. Seminar with Ashy's Trainer Nick Mason (Prior to workout);
- 15.2.3.7. Ashy Bines Water Bottle;
- 15.2.3.8. Ashy Bines yoga mat;
- 15.2.3.9. Ashy Bines limited gym bag;
- 15.2.3.10. Ashy Bines limited towel; and
- 15.2.3.11. 6 months access to Squad Membership and the Plans via the Website and Squad Phone App (Platinum Introductory Offer).

15.3. You can upgrade your General Admission Pack to include the Seminar and/or Ashy's Pack (consisting of the Water bottle, gym bag, towel etc) pursuant to the instructions on the Websites.

15.4. Squad membership is a community of like minded females all registered as a member of the online Squad, being the Plan which includes daily workouts you can do from home or the gym, regular webinars, local Events and much more being a fully integrated nutrition, exercise and wellbeing program.

15.5. After the initial Introductory Offer as described above, you are registered for Squad for a monthly subscription of \$19.95 (local currency.

Including taxes, not including transaction/bank charges) ("Squad Membership").

16. Model Release

16.1. 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' and 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.

17. Cancellation/Termination of Membership

17.1. You may cancel your registration to the Websites and your membership of 'Squad' with the provision of written notice by notifying us via email to cancel@thesquadtour.com. Your cancellation request must include the same full name and email address used for your initial registration. Once received and actioned, your membership of the Websites and any account in your name will be deactivated. Any information about you or your account will be archived and stored in our database for a period of 7 (seven) years from the date of purchase and/or registration. After the expiration of the mandatory 7 (seven) year period, your information will be deleted and destroyed. The provision of all information pertaining to 'Squad' will cease on deactivation of your account.

18. Termination

18.1. 'Squad' and/or Squad Tour Pty Ltd reserves the right to terminate this contract in accordance with the following conditions:

18.1.1. Failure to abide by rules of use of the Websites and the forum;

18.1.2. Action upon a complaint by either another member or an employee or contractor of 'Squad and/or Squad Tour Pty Ltd; and/or

18.1.3. Default of scheduled payments for a period of 2 payments or more.

19. Membership Termination Process by Squad Tour Pty Ltd

19.1. If, for any reason stated in the Termination Clause above, Squad and/or Squad Tour Pty Ltd terminates your membership, the following process will be followed:

19.1.1. Advice in writing via email of pending termination no later than 7 (seven) days prior to proposed date of termination (except where the reason for termination presents a risk to other clients or 'Squad'/ Squad Tour staff).

19.1.2. Refund of any membership fees will be based on the nature of the reason for membership termination and at the sole discretion of 'Squad' and/or Squad Tour Pty Ltd.

20. Cancellation of an Event

20.1. Our fees for Registration of an Event after payment is made and confirmed are non- refundable unless:

20.1.1. after payment for registration of an event, the event is cancelled by us and therefore no longer on offer. In such circumstances, you may email our support email address requesting a refund. Upon receipt of refund, your agreement with us is at an end.

20.2. All fees for registration cannot otherwise be cancelled and are non refundable except as stated above or at the discretion of Squad Tour Pty Ltd. Registration cancellations or queries must be made via email to cancel@thesquadtour.com.

21. Registration of Event by Invitation:

21.1. Inviters identified and approached by Squad Tour Pty Ltd authorised representatives, will be allowed to invite friends to attend the Event. Only people over the age of 18 years or those minors who have received the required permission and has adult supervision at the Event as stipulated above will be eligible for invitations to participate.

21.2. Inviters must enter the Invitee's details including their first and last name, email address and mobile phone number into the template provided by . The Inviter must ensure they have the Invitee's consent to submit these personal details in accordance with Squad Tour Pty Ltd Privacy Policy.

21.3. Once the Inviter has entered the relevant details, an email invitation, to the email address, which the Inviter has registered with Squad Tour Pty Ltd, will be sent to the Invitee, inviting them to participate in the Event.

21.4. Email invitations are not transferrable.

21.5. To register, the Invitee must confirm that their personal details included in the invitation are correct and that they consent to Squad Tour Pty Ltd Privacy Policy and Collection Statement.

21.6. Registration cancellations or queries must be via email to cancel@thesquadtour.com.

22. Payments

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

22.1.1. 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;

22.1.2. provide 'Squad'/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'/Squad Tour Pty Ltd's rights and remedies if we discover or believe that any information provided by you is inaccurate or incomplete.

22.1.3. 'Squad'/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'/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;

22.1.4. Pay all costs, fees, charges, applicable taxes and other charges as may be incurred in respect of the purchase ("the costs"); and

22.1.5. All costs are in American dollars unless otherwise indicated.

23. Introductory Offer

23.1. The Introductory offer will commence immediately after payment of the Pack fees. Upon expiration of the Introductory Offer pursuant to the Pack purchased, you will be charged in advance the full monthly membership fee of 19.95 (local currency. Including taxes, not including transaction/bank charges). The membership fees will be charged to the credit card or bank account you nominated on registration for Squad.

24. Two Week Trial

24.1 The Squad two week trial is 1 cent for 2 weeks (14 days) of full access to the Squad app, online access and forums. After this trial period, the Squad is 19.95 per month (relative currencies listed below).

If you do not request to cancel, your Squad membership will continue on. This can be cancelled at anytime by emailing cancel@thesquadtour.com with 2-3 business days notice.

All cancellation requests must be sent to cancel@thesquadtour.com with the

exact name and email address used to signed up with to be able to cancel your request and otherwise will not be valid or accepted.

Australia / New Zealand / South Africa: Payments Processed in AUD

USA: Payments Processed in USD

Canada: Payments Processed in CAD

United Kingdom: Payments Processed in GBP

Europe / Ireland & all other countries not listed: Payments Processed in EUR

25. Merchandise and Postage & Shipping

25.1 When purchasing Ashy Bines Squad merchandise, please allow 10-14 business days for your purchase to arrive. Postage is normally quicker, but please allow for any unexpected delays. Postage is at the buyer's expense and is added to the order at checkout.

25.2 All merchandise and postage costs are as outlined below

Within Australia: \$20.00 AUD

New Zealand & South Africa: \$40.00 AUD

United States: \$30.00 USD

Canada: \$40.00 CAD

United Kingdom: £25 GBP

Europe: €28 EUR

26. Risk

26.1. Title of the purchase will pass to you on receipt of full payment from you or when you receive the purchase, whichever happens later.

26.2. 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.

26.3. 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 within 7 days of the date by which you placed the order for the purchase for Squad Tour Pty Ltd to investigate your claim.

27. Warranty/Refund

27.1. 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'/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.

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

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

27.4. To seek a refund you must email support@thesquadtour.com.

27.5. The Introductory Offer and/or the administration fee is not refundable.

28. Medical Disclaimer

28.1. We are not a medical organisation and 'Squad'/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.

28.2. 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'/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.

28.3. You agree that neither 'Squad'/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.

29. Limitation of Liability

29.1. 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.

30. Our Rights to Modify Services

- 30.1. You acknowledge that 'Squad'/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.
- 30.2. 'Squad'/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.

31. Jurisdiction

- 31.1. 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.

32. Indemnity

- 32.1. 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.
- 32.2. You are liable for all content posted by you on the Forum.
- 32.3. 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.
- 32.4. 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.

33. Breach of Contract

- 33.1. The customer and 'Squad'/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.

34. General

- 34.1. Entire agreement: These Terms and Conditions form the entire agreement between you and us in relation to the Websites and your use of it.
- 34.2. 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.
- 34.3. Competition and Program start dates may vary and are at the discretion of the Websites owner.