

Terms & Conditions

Terms of Use: Pop Up Challenge

By checking the box next to this Terms of Use, and clicking the "Purchase" button, you as the purchaser of Pop Up Challenge (hereinafter "you" or "Client") agree and willingly purchase entry into this product to be provided with services rendered by Ewa Helena Richardson (hereinafter "Helena Richardson" or "Women Soulful Surf"). You agree you are voluntarily entering into a legally binding Agreement inclusive of the following terms and conditions mutually agreed upon:

1. Program Outline:

A.) Client agrees and understands that he/she is purchasing access to "Pop Up Challenge" by Women Soulful Surf, hosted on Skool, a program with twenty one (21) days of curriculum designed to help you improve your surfing skill through techniques and mindset work.

B.) Client acknowledges that he/she has read the Program Outline Addendum and conducted any additional research necessary to feel he/she understands what is being provided in Pop Up Challenge as well as what is not included. Client agrees to be bound by the terms and conditions outlined herein, as well as the general policies and procedures that can be found in this Agreement and on Women Soulful Surf's website.

C.) If at any time Client is found to be disruptive, making disparaging or defamatory comments about Program, Women Soulful Surf, Helena or any Women Soulful Surf team members, or otherwise negatively impacting Program for others and hindering or distracting other Clients from their own success, Women Soulful Surf reserves the right to remove such Client, without refund. Client understands this, and knows this is a risk if he/she elects to act in such an inappropriate manner. Client agrees this is a suitable remedy and action should he/she act in any of the ways outlined above.

2. Non- Disclosure

Client understands that one of the primary elements in purchasing this product is the benefit of obtaining expert guidance, teachings, materials, and exercises from Women Soulful Surf. As such, following purchase of this product, Client will have gained access to various trade secrets and personal intellectual property of Helena Richardson, including but not limited to materials such as verbal advice, surf guidance, mindset guidance, strategies, modules, and/or other information that may have become available for use through Client's participation. Client understands and acknowledges that this information is not to be openly shared with others who have not purchased this product, without permission from Women Soulful Surf or Helena Richardson personally. Client agrees not to share, copy, or distribute any documents or other proprietary information obtained through this product, and agrees that he or she will be in violation of these Terms of Use if he or she uses any of the Content outlined as his/her own material, or repurposes and uses the Content in his/her own business as a product or service being offered for sale, without express written permission of Women Soulful Surf. Client also understands and agrees he/she will not disclose or use any information provided to Client as part of her membership in this product, other than for personal use in her own

business and social media accounts without prior written permission from Women Soulful Surf.

3. Testimonials

Client understands and agrees that any and all commentary provided on bossbabe social media pages or tagged on third party pages may be published and used as testimonials by Women Soulful Surf. Client gives Women Soulful Surf a non-exclusive license to use the copy as written and repost on Women Soulful Surf social media channels, in advertisements for this product, or other similar channels for the specific purpose of promoting and showcasing this product client results.

4. Payment

In order to access this product, Client agrees to pay a one-time, pay in full price of twenty one Australian dollars (\$21 AUD) prior to access. Women Soulful Surf will not be offering any payment plans or other financing options for this product at this time.

5. Refund Policy

Refunds will not be offered for this product; all sales will be considered final, and Women Soulful Surf will not issue refunds for any reason. Please conduct any and all necessary research to determine if this product is right for you prior to purchasing – Client is responsible for the full payment of all product fees, whether or not Client utilizes this product.

6. Voluntary Participation

Client understands and agrees that he/she is voluntarily choosing to purchase access to this product and is solely responsible for any outcomes or results. You as the Client acknowledge and agree that Women Soulful Surf is not responsible nor liable to Client should Client sustain any injuries, incur harm, or encounter any negative ramifications. Client agrees that he/she is fully responsible for his/her health and well-being, including participation in this product and any results therein, and agrees that any decisions to implement strategies, techniques, and information contained within this product is solely the responsibility and decision of Client.

CLIENT BEHAVIOR: While Client is allowed to express his/her opinion and honest reviews regarding this product and Women Soulful Surf, should Client make any false or disparaging comments about this product or Women Soulful Surf, Helena Richardson or any other member of Women Soulful Surf, Client may be removed from this product. Client understands that any extensive negativity or similar disruption to the community in this way may result in removal from the this product and all relevant communities, with NO REFUND.

7. Disclaimer

Women Soulful Surf cannot guarantee results of this product, and cannot make any representations or guarantees regarding individual results. Client will hold Women Soulful Surf harmless if he or she does not experience the desired results. Client understands that all services provided by Women Soulful Surf in connection with

the this product being purchased are provided on an “as is” basis, meaning it is without any guarantees, representations, or warranties, including but not limited to warranties relating to quality, non-infringement, fitness for a particular purpose, merchantability, or expectation or course of performance.

Client agrees that he/she does not have a cause of action, legal remedy, and is not entitled to a refund should he/she not achieve the results desired following completion of this product, as long as Women Soulful Surf delivers the Product as described in Paragraph 1 above, or similar substitutes, upon additional agreement by Women Soulful Surf and Client.

Client agrees to hold Women Soulful Surf harmless should any physical, emotional, or financial injury occur as a direct or indirect result of use of this product. The content provided by Women Soulful Surf on his/her website and within this product is comprised of information that has worked for Women Soulful Surf and other clients, and may or may not be useful to Client in his/her personal life. Client understands Women Soulful Surf cannot guarantee results from this Product, and has no expectation of a specific result that he or she holds Women Soulful Surf responsible for.

8. Intellectual Property

Client agrees and understands that Women Soulful Surf has created original, creative work in connection with this product, and agrees that Women Soulful Surf maintains all copyrights, licenses, and other intellectual property rights in all original or derivative content associated with or included in the product.(hereinafter “Content”). Client agrees she may be granted a limited right to use selected materials in the course of his or her own business, but understands that the original proprietary rights remain with Women Soulful Surf. Nothing in this Agreement shall constitute a transfer of ownership of any Intellectual Property from Women Soulful Surf to Client, nor grant any license to use the information, other than that which is expressly provided throughout the course of this product

Licensee Rights: Women Soulful Surf Limited License to Client: Client is gaining access to view all Product Content, which means he/she will have been granted a limited, revocable, non-transferable license to read and use the information provided, as instructed or allowed by Women Soulful Surf. As a “Licensee,” Client understands and agrees that Client will not: (a) Copy, edit, distribute, duplicate or steal any information or any Content obtained through this product without written permission by Women Soulful Surf; (b) Post, distribute, copy, steal or otherwise use any portion of the this product or its content, and understand that any such use may constitute infringement, which may give rise to a cause of action against Client; (c) Claim any content created by Women Soulful Surf as part of the this product or otherwise given to Client is his/her own.

9. Indemnification

Client agrees at all times to defend, fully indemnify and hold Women Soulful Surf and any affiliates, agents, team members or other party associated with Women Soulful Surf harmless from any causes of action, injury, illness, misunderstanding, damages, losses, costs, expenses incurred as a result of Client’s breach of this Agreement, from the the product itself, as well as any third-party claims of any kind (including attorney’s fees) arising from his/her actions as a direct or indirect result of Client’s participation in this product.

10. Dispute Resolution

Should a dispute arise between Women Soulful Surf and Client, the parties agree to attempt to resolve by good-faith negotiations and discussions. (Client agrees that failure to see results is not a basis for a “dispute” and agrees he or she does not hold Women Soulful Surf responsible for any specific results, or those results which have been achieved by other clients of Women Soulful Surf.)

If a dispute arises and cannot be resolved through informal discussions, the Client and Women Soulful Surf agree to submit the dispute to mediation administered by the Resolution Institute (or a similar body agreed upon by both parties), in accordance with its Mediation Rules. If the dispute is not resolved through mediation within 30 days, either party may then refer the matter to arbitration in accordance with the Commercial Arbitration Act 2010 (NSW). Arbitration will take place in New South Wales, Australia, and be conducted by a single arbitrator mutually agreed upon by the parties, or failing agreement, appointed by the President of the Resolution Institute.

Both parties agree to participate in good faith and to cooperate in the fair and timely exchange of relevant information and documents. The arbitrator’s decision shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

11. Applicable Law

This Agreement shall be governed by and under control of the laws of New South Wales, Australia regardless of conflict of law principles, and regardless of location of Client. Client understands this and agrees that the laws of New South Wales, Australia are to be applicable here.

12. Amendments

This Agreement may be amended and/or updated by bossbabe from time to time as needed, to reflect the growth and updates to this product and services offered. Should any material changes be made, bossbabe will notify all current product users via the email address used to sign up, with continued use of this product to constitute acceptance and agreement to the updated Terms.