



## Terms and Conditions

### Please read all these terms and conditions.

As we can accept your order and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with. If you are not sure about anything, just send an email to us at [hello@tuneintoyourbaby.com](mailto:hello@tuneintoyourbaby.com)

## Application

These Terms and Conditions will apply to the purchase of the services and goods by you (the Customer or you). We are Goal Mind Limited a company registered in England and Wales under number 07315646 whose registered office is at 1 Harley Street, London, W1G 9QD with email address [hello@tuneintoyourbaby.com](mailto:hello@tuneintoyourbaby.com); telephone number 02082919988; (the Supplier or us or we).

These are the terms on which we sell all Services to you. Before placing an order on the Website, you will be asked to agree to these Terms and Conditions by clicking on the button marked 'I Accept'. If you do not click on the button, you will not be able to complete your Order. You can only purchase the Services and Goods from the Website if you are eligible to enter into a contract and are at least 18 years old.

**Tune In To Your Baby™** and **tuneintoyourbaby.com** are managed by Goal Mind Limited. By accessing, downloading, or otherwise using this website, blog, emails, programs, courses, memberships, services, or products of Goal Mind Limited in any way or for any reason ("Use"), you implicitly agree to our full Website Disclaimer (please insert link), these Terms and Conditions, and the Privacy Policy), all as set forth below.

## Interpretation

Consumer means an individual acting for purposes which are wholly or mainly outside his or her trade, business, craft or profession;

Contract means the legally-binding agreement between you and us for the supply of the Services;

Delivery Location means the Supplier's premises or other location where the Services are to be supplied, as set out in the Order;

Durable Medium means paper or email, or any other medium that allows information to be addressed personally to the recipient, enables the recipient to store the information in a way accessible for future reference for a period that is long enough

for the purposes of the information, and allows the unchanged reproduction of the information stored;

Goods means any goods that we supply to you with the Services, of the number and description as set out in the Order;

Order means the Customer's order for the Services from the Supplier as submitted following the step by step process set out on the Website;

Privacy Policy means the terms which set out how we will deal with confidential and personal information received from you via the Website;

Services means the services advertised on the Website, including any Goods, of the number and description set out in the Order;

Website means our website [www.tuneintoyourbaby.com](http://www.tuneintoyourbaby.com) on which the Services are advertised.

### **Use and Consent**

This website, programs, courses, memberships, services, emails or products are owned and operated by Goal Mind Limited ("Company", "we", or "us"). Tune In To Your Baby™ has been developed or obtained by us through the investment of significant time, effort and expense, and this information is a valuable, special and unique asset of ours, which needs to be protected from improper and unauthorised use.

Use constitutes your agreement to be bound by these Terms and Conditions, whether or not you have read them. We reserve the right to change these Terms and Conditions from time to time and your continuing use will constitute your agreement to be bound by any and all such changes. If at any time you do not agree with these Terms, please do not use Tune In To Your Baby™ or Goal Mind Limited.

We try to ensure that Tune In To Your Baby™ availability is uninterrupted and that our website, private Facebook group page/s, e-mail communications, and Tune In To Your Baby™ teleclasses, videos and audio recordings will be error-free. However, we cannot guarantee that your access will not be suspended or restricted from time to time, including to allow for repairs, maintenance or the introduction of new facilities or services.

Although every effort is made to ensure the accuracy of published information on or through Tune In To Your Baby™, Tune In To Your Baby™ may inadvertently contain inaccuracies or typographical errors. We are not responsible for the views, opinions, or accuracy of facts referenced in the Goal Mind Limited, or in any of our programs, services, courses, classes, emails or materials. Information may be changed or updated without notice. We assume no responsibility for errors or omissions in the Tune In To Your Baby™ or in documents referenced by, or linked to, from Tune In To Your Baby™.

Tune In To Your Baby™ is intended solely for users who are eighteen (18) years of age or older. Any registration by, use of, or access to the Tune In To Your Baby™ or website by anyone under 18 is unauthorised, unlicensed and in violation of these Terms and Conditions.

By accessing or using the Tune In To Your Baby™ website, you represent and warrant that you are 18 years or older and that you agree to and to abide by all of our Terms and Conditions.

## **Services**

The description of the Services and any Goods is as set out in the Website, flyers or other form of advertisement. Any description is for illustrative purposes only and there may be small discrepancies in the size and colour of any Goods supplied.

In the case of Services and any Goods made to your special requirements, it is your responsibility to ensure that any information or specification you provide is accurate.

All Services which appear on the Website are subject to availability.

We can make changes to the Services which are necessary to comply with any applicable law or safety requirement. We will notify you of these changes.

## **Personal information and Registration**

When registering to use the membership area of the website you must set up a username and password. You remain responsible for all actions taken under the chosen username and password and undertake not to disclose your username and password to anyone else and keep them secret.

We retain and use all information strictly under the Privacy Policy.

We may contact you by using e-mail or other electronic communication methods and by pre-paid post and you expressly agree to this.

## **Basis of Sale**

The description of the Services and any Goods in our website does not constitute a contractual offer to sell the Services or Goods. When an Order has been submitted on the Website, we can reject it for any reason, although we will try to tell you the reason without delay.

The Order process is set out on the Website. Each step allows you to check and amend any errors before submitting the Order. It is your responsibility to check that you have used the ordering process correctly.

A Contract will be formed for the Services ordered only when you receive an email from us confirming the Order (Order Confirmation). You must ensure that the Order Confirmation is complete and accurate and inform us immediately of any errors. We are not responsible for any inaccuracies in the Order placed by you. By placing an Order you agree to us giving you confirmation of the Contract by means of an email with all information in it (i.e. the Order Confirmation). You will receive the Order Confirmation within a reasonable time after making the Contract, but in any event not

later than the delivery of any Goods supplied under the Contract, and before performance begins of any of the Services.

Any quotation or estimate of Fees (as defined below) is valid for a maximum period of 14 days from its date, unless we expressly withdraw it at an earlier time.

No variation of the Contract, whether about description of the Services, Fees or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the Supplier in writing.

We intend that these Terms and Conditions apply only to a Contract entered into by you as a Consumer. If this is not the case, you must tell us, so that we can provide you with a different contract with terms which are more appropriate for you and which might, in some respects, be better for you, eg by giving you rights as a business.

## **Fees and Payment**

The fees (Fees) for the Services, the price of any Goods (if not included in the Fees) and any additional delivery or other charges is that set out on the Website at the date we accept the Order or such other price as we may agree in writing. Prices for Services may be calculated on a fixed price or on a standard daily rate basis.

Fees and charges include VAT at the rate applicable at the time of the Order.

You must pay by submitting your credit or debit card details with your Order and we can take payment immediately or otherwise before delivery of the Services.

## **Delivery**

We will deliver the Services, including any Goods, to the Delivery Location by the time or within the agreed period or, failing any agreement:

- a. in the case of Services, within a reasonable time; and
- b. in the case of Goods, without undue delay and, in any event, not more than 30 days after the day on which the Contract is entered into.

In any case, regardless of events beyond our control, if we do not deliver the Services on time, you can require us to reduce the Fees or charges by an appropriate amount (including the right to receive a refund for anything already paid above the reduced amount). The amount of the reduction can, where appropriate, be up to the full amount of the Fees or charges.

In any case, regardless of events beyond our control, if we do not deliver the Goods on time, you can (in addition to any other remedies) treat the Contract at an end if:

- a. we have refused to deliver the Goods, or if delivery on time is essential taking into account all the relevant circumstances at the time the Contract was made, or you said to us before the Contract was made that delivery on time was essential; or
- b. after we have failed to deliver on time, you have specified a later period which is appropriate to the circumstances and we have not delivered within that period.

If you treat the Contract at an end, we will (in addition to other remedies) promptly return all payments made under the Contract.

If you were entitled to treat the Contract at an end, but do not do so, you are not prevented from cancelling the Order for any Goods or rejecting Goods that have been delivered and, if you do this, we will (in addition to other remedies) without delay return all payments made under the Contract for any such cancelled or rejected Goods. If the Goods have been delivered, you must return them to us or allow us to collect them from you and we will pay the costs of this.

If any Goods form a commercial unit (a unit is a commercial unit if division of the unit would materially impair the value of the goods or the character of the unit) you cannot cancel or reject the Order for some of those Goods without also cancelling or rejecting the Order for the rest of them.

We do not generally deliver to addresses outside England and Wales, Scotland, Northern Ireland, the Isle of Man and Channels Islands. If, however, we accept an Order for delivery outside that area, you may need to pay import duties or other taxes, as we will not pay them.

You agree we may deliver the Goods in instalments if we suffer a shortage of stock or other genuine and fair reason, subject to the above provisions and provided you are not liable for extra charges.

If you or your nominee fail, through no fault of ours, to take delivery of the Services at the Delivery Location, we may charge the reasonable costs of storing and redelivering them.

The Goods will become your responsibility from the completion of delivery or Customer collection. You must, if reasonably practicable, examine the Goods before accepting them.

## **Risk and Title**

Risk of damage to, or loss of, any Goods will pass to you when the Goods are delivered to you.

You do not own the Goods until we have received payment in full. If full payment is overdue or a step occurs towards your bankruptcy, we can choose, by notice to cancel any delivery and end any right to use the Goods still owned by you, in which case you must return them or allow us to collect them.

## **Withdrawal and cancellation**

You can withdraw the Order by telling us before the Contract is made, if you simply wish to change your mind and without giving us a reason, and without incurring any liability.

This is a distance contract (as defined below) which has the cancellation rights (Cancellation Rights) set out below. These Cancellation Rights, however, do not apply, to a contract for the following goods and services (with no others) in the following circumstances:

- a. goods that are made to your specifications or are clearly personalised;

- b. goods which are liable to deteriorate or expire rapidly.

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### **Information You Are Prohibited from Sharing with Others.**

You are forbidden from doing the following:

1. You may not duplicate, share, or sell any information obtained in or through Tune In To Your Baby™ with other pregnancy, maternity, parenting, health coaches or holistic practitioners for their personal, commercial or business use, whether or not it was known to you at the time that their intention was to use the Tune In To Your Baby™ information in their own pregnancy, maternity, parenting or health coaching business who have not bought from Tune In To Your Baby™ or Goal Mind Limited and are not listed as purchasers of/from Tune In To Your Baby™ or Goal Mind Limited.

2. Unless otherwise explicitly authorized in these Terms and Conditions, you may not, for commercial use or in a way that earns money, modify, copy, reproduce, republish, upload, post, transmit, translate, sell, create derivative works, exploit, or distribute in any manner or medium (including by email or other electronic means) any material purchased through Tune In To Your Baby™ or Goal Mind Limited, from the private Facebook group page/s, audio or video recordings, blogs, emails, programs / courses or teleseminar / coaching calls.
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### **Your Licence to Us.**

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In addition, when you submit or post any material, you are granting us, and anyone authorised by us, a royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide license to use, copy, modify, transmit, sell, exploit, create derivative works from, distribute, and/or publicly perform or display such material, in whole or in part, in any manner or medium, now known or hereafter developed, for any purpose. The foregoing grant includes the right to exploit any proprietary rights in such posting of submission, including, but not limited to, right under copyright, trademark, service mark or patent laws in any relevant jurisdiction. You also grant us, and anyone authorised by us, the right to identify you as the author of any of your postings or submissions by name, email address, or screen name, as we deem appropriate.

You acknowledge that we have the right but not the obligation to use and display any postings or contributions of any kind and that we may elect to cease the use and display of any such materials (or any portion thereof), at any time for any reason whatsoever.

### **Obtaining Permission To Use Our Intellectual Property**

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Under no circumstance can you use the images of the Company, including but not limited to those at [www.tuneintoyourbaby.com](http://www.tuneintoyourbaby.com)

### **Security**

We cannot completely ensure or warrant the security of any information transmitted to us or through our services. Submitting information is done at your own risk.

We have security measures in place to prevent the loss, misuse, and alteration of the information that is obtained from you, but we make no assurances about our ability to prevent any such loss or, misuse, to you or to any third party

### **Disclaimer**

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You must use Tune In To Your Baby™ or Goal Mind Limited, Site, and private Facebook group page/s for lawful purposes only. You must not use Tune In To Your Baby™ or Goal Mind Limited, Site, and private Facebook group page/s for any of the following:

- For fraudulent purposes or in connection with a criminal offence or otherwise carry out any unlawful activity
- To send, use or re-use any material that is illegal, offensive, abusive, indecent, harmful, defamatory, obscene or menacing, abusive, threatening, defamatory, objectionable, invasive of privacy, in breach of confidence, infringing of any intellectual property rights, or otherwise injurious to third parties, or which consists of or contains software viruses or any other harmful or similar computer code designed to adversely affect the operation of any computer software or hardware, commercial solicitation, chain letters, mass mailings or any spam
- To cause annoyance, inconvenience or needless anxiety
- To impersonate any third party or otherwise mislead as to the origin of your content
- To reproduce, duplicate, copy or resell any of our content in contravention with these Terms and Conditions or any other agreement with us.

### **Online Commerce**

When you purchase online programs, courses, memberships, services, or products, the information provided and obtained as part of the transaction, such as your credit card number and contact information, may be collected by both the third-party merchant and us. We agree not to share it with anyone else. Transactions within the Company are made through Paypal and Stripe. A merchant may have privacy and data collection practices that are different from ours. We have no responsibility or liability for their policies.

You agree to be financially responsible for all purchases made by you or someone acting on your behalf. You agree to purchase and use the website, programs, courses, memberships, services, or products for legitimate, non-commercial purposes only. You also agree not to make any purchases for speculative, false or fraudulent purposes or for the purpose of anticipating demand for a particular product or service.

You release us and our affiliates from any damages that you incur, and agree not to assert any claims against them, or us arising from your purchase from or use of Tune In To Your Baby™ or Goal Mind Limited.

You agree to only purchase programs, courses, memberships, services, or products for yourself or for another person for whom you are legally permitted to do so. When making a purchase for a third party that requires you to submit the third party's personal information to us or a merchant, you represent that you have obtained the express consent of such third party to provide such third party's personal information.

### **Refund Policy**

Our commitment is to offer you up-to-date educational information connected to pregnancy, labour, childbirth, maternity, parenting and parenting coaching, so that you can be better informed about how to support your own health and wellness. Additionally, we are committed to helping you leverage what you've learned by integrating it into your wellness practice.

Due to the nature of a downloadable product, we do not issue refunds at any time for any reason.

### **Termination**

We reserve the right in our sole discretion to refuse or terminate your access to the website or any part of the website at any time without notice. In the event of cancellation or termination, you are no longer authorized to access the part of the website affected by such cancellation or termination. The restrictions imposed on you with respect to material downloaded from the website, and the disclaimers and limitations of liabilities set forth in the Disclosure, the Terms and Conditions, and the Privacy Policy shall survive.

### **Privacy Policy Consent**

Use of the data that you provide to us, or which is collected by us on or through Goal Mind Limited is governed by this Privacy Policy. By using Tune In To Your Baby™ or Goal Mind Limited, you consent to this policy.

### **Submission, Storage and Sharing of Personal Data**

We may seek personal data including your name, e-mail address, and other contact information when you purchase Tune In To Your Baby™ or Goal Mind Limited or otherwise. By you providing such information to us, you grant us permission to use and store such information.

We may disclose personal information if required to do so by law or in the good-faith belief that such action is necessary to conform to the edicts of the law or comply with

legal process served on us, our partners, sponsors, investors, or affiliates; protect and defend our rights or property or those of our users; or to act as immediately necessary in order to protect the personal safety of our users or the public.

Whenever you voluntarily make your personal information available for viewing by third parties online, such as on our website or the private Facebook group page, the information you share also can be seen, collected and used by third parties. We are not responsible for any unauthorized third party use of such information.

### **Passwords**

To use certain features of Tune In To Your Baby™ or Goal Mind Limited, you may need a username and password, which you will receive through the Tune In To Your Baby™ or Goal Mind Limited registration process (via email). You are responsible for maintaining the confidentiality of the password and account; and are responsible for all activities (whether by you or by others) that occur under your password or account. You agree to notify us immediately of any unauthorised use of your password or account or any other breach of security, and to ensure that you exit from your account at the end of each session.

You are not permitted to share your username and/or password with anyone. If we learn you have shared your username and/or password with another person, we reserve the right to immediately terminate your access to Tune In To Your Baby™ or Goal Mind Limited, website and the private Facebook group/s.

It is your responsibility to protect your password from disclosure to others. We cannot and will not be liable for any loss or damage arising from your failure to protect your password or account information. You are responsible for activities that take place using your password(s) and within your account. If you share your password(s) with anyone, you do so at your own risk.

By using Tune In To Your Baby™ or Goal Mind Limited, you agree to enter true and accurate information as part of the Tune In To Your Baby™ or Goal Mind Limited registration or otherwise. If you enter a bogus email address, we have the right to immediately inactivate your account.

We will use our best efforts to keep your password(s) private and will not otherwise share your password(s) without your consent, except as necessary when the law requires it or in the good faith belief that such action is necessary, particularly when disclosure is necessary to identify, contact or bring legal action against someone who may be causing injury or interfering with our rights or property.

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