

The AuthenticYou Movement

Membership Terms, Conditions and Contract

Here we cover some important details about the terms and conditions on which we allow you to join, be and use the services provided by The AuthenticYou Movement, and the terms on which we provide our services to you.

You must read these terms carefully before you apply to join us. They let you know who we are, how we provide you with our services and how you or we can end our contract, because our work together is a contract...be it in the spirit of what we are jointly committed to causing in the world...or the financial and legal terms on which we connect. We are open to your input to this agreement in the spirit of creating something that works for all of us as committed group of global changemakers...whether that change is for us individually, those we care about or the entire planet.

Terms of membership:

1. We may from time to time provide you with links and resources provided by other organisations who are 'third parties. Where you access those third parties, you agree to comply with all terms and conditions and terms of use of those sites and resources.
2. We are Bizas Coaching & Consulting Ltd, trading as The AuthenticYou Movement and trading as Equality Pioneers. Bizas Coaching & Consulting Ltd is a company registered in England and Wales. Our company registration number is: 08358976 and our registered office is at Brentano Suite 22, Catalyst House, Centennial Park, Elstree, Hertfordshire, WD6 2JH, United Kingdom.
3. You can contact us at:
 - +44(0) 203 362 2940 where our customer service team would be delighted to assist you
 - By email:
info@equalitypioneers.com
 - Through our website (chat or contact form):
www.authenticyou-success.com
4. When we have to contact you, we will either call you by telephone or write to you at the email/postal address you provide to us in your application for membership

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Our Contract:

A. Your application to join The AuthenticYou Movement

1. We will accept your membership application at the point when we provide you with a written welcome email to The AuthenticYou Movement. This is when the contract between you and The AuthenticYou Movement commences. Your membership term runs for a minimum of 12 months and renews on the anniversary of your contract date. Should you wish to end your membership, you must let us know in writing by email to the address listed above at least one month before your membership is due for renewal. This is to ensure that you get maximum value from the 12 months of self-development you have invested in with. In our experience of working with thousands of people over the last 30 years the transformation process requires a minimum period of one year.
2. If for any reason we don't accept your application for membership, we will write to you at the email address you provide to us with your application and not charge you for our services. If you have already made a payment at this stage and it has cleared into our account, we will refund your payment.
3. You must treat all access information we provide to you such as any usernames or passwords as confidential, and not disclose these to any third party. If we reasonably understand that you have failed to comply with these terms, we have the right to disable any access permissions you have to The AuthenticYou Movement.

B. Our Service

1. Our services and sites are provided for individual use – whether individually and privately subscribed, or subscribed by the individual's organisation on the individual's behalf.
2. All personal communications related to our services will be treated in confidence between The AuthenticYou Movement and the individual irrespective of whether the subscription is paid for by the individual or the organisation.

C. Your rights to make changes:

1. You can contact us if there are any changes you want to make to your application for membership. We will consider your request and communicate back whether your request is accepted, declined or counter-offered.

D. Our rights to make changes:

1. We may make minor changes to our service from time to time as follows:
 - a. To comply with legal and regulatory requirements
 - b. Minor technical changes and improvements
 - c. Any changes made by our third-party partners over which we have no control

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E. Provision of our services:

1. We will provide the services you subscribe to until:
 - a. The services are completed or
 - b. The subscription expires (where applicable) or
 - c. You end the contract consistent with the section H. of this document 'Our rights to end the contract'
 - d. We end the contract by written notice to you as described in section F. of this document 'Your rights to end the contract'.
2. We are not responsible for delays outside our control and where that affect our service provision (including without limitation any technical issues related to our sites, websites, apps or content supplied by a third party). As soon as we are aware of such a situation, we will contact you as soon as possible to inform you and take action to minimise the effect of any service interruptions. In this case, we will not be liable for delays caused by such events. You can contact us to end the contract and receive a pro-rata less net expenses refund for any services that you have paid for but not received if such delays are substantial.
3. If you do not give us the information required to provide you with our services (during or after your joining process) within a reasonable time of our making the request, or if the information you provide is incomplete or incorrect, we may end the contract and clause H.2. will apply. We will not be responsible for not supplying any part of our service if this is caused by you not providing us with the information we need within a reasonable time of us asking for it.
4. We may suspend your membership of The AuthenticYou Movement when we have to:
 - a. manage technical problems or to make minor technical changes
 - b. update our service to meet legal or regulatory updates
 - c. make changes you request or we communicate to you.
5. When we suspend the supply of our service, we will give you advance notice unless it is an unexpected/urgent situation.
6. If we suspend your service (or inform you that we have to suspend your service) for over one month:
 - a. you may request that we end the contract. We will then refund any pro-rata pre-payments related to the period after you end the contract OR
 - b. we may offer you and you may accept an extension to your subscription without charge.
7. We may also suspend the provision of our service to you until payment is made if you do not pay for said service when payment is due and after 14 days of our reminding you that payment is due. Please see 'J.2. Price and Payment' below. We will contact you to inform you of this intention. This will not happen where you are disputing the unpaid amount and we will not charge you for the period of suspension.
8. We may charge you interest on your overdue payments.

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F. Your rights to end the contract

1. Your contract with us runs for a 12-month period from the time you join and will automatically renew at the anniversary of your joining unless you end your subscription to The Authenticyou Movement.
2. Your rights when you end the contract will depend on what you have subscribed to:
 - a. If there are inconsistencies between what we say we will deliver and what we actually deliver, you have a legal right to end the contract or get some money back, see I.1 'If there is a problem with our service')
 - b. If you want to end the contract because of something we have done or have told you we are going to do, see clause 3. of this section of the agreement.
 - c. If you have just changed you mind about being in The AuthenticYou Movement, see clause 4. of this section. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions.
 - d. In all other cases, if we are not at fault and there is no right to change your mind, but we are open to a conversation about how we can best serve you, so please contact us to discuss your request and explore the best way forward for you and us.
3. If you are ending the contract because of something we have done or are going to do in clause 2. of this section, the contract will end immediately and we will refund you in full for any of our services that have not been provided at that time. This will apply where:
 - a. We have told you about an error in the price or description of a service we provide and you do not wish to proceed
 - b. There is a risk that our services may be delayed significantly due to events outside our control
 - c. Technical reasons have caused us to suspend supply of or service (or inform you that we will be doing so) for a period of 1 month or more
 - d. You have a legal right to end the contract because of something we have done wrong.
4. You have the right to change your mind for most of our services that you buy online within 14 days and receive a refund if you are dealing with us as a consumer (as legislated by Consumer Contracts Regulations 2013). The 14-day period begins after the day we have emailed you to accept your application for membership. However, once we have completed the services, you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.
5. You do not have a right to change your mind in respect of our services once these have been completed even if the cancellation period is still running.

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G. How to end the contract with us

1. Inform us that you want to end the contract by telephone or email, letting us know where to contact you.
2. We will refund you the price you paid for our services by the method you used for payment. However, we will make deductions for payment as follows:
 - a. Where you are exercising your right to change your mind, we will deduct pro-rata + any reasonable net costs we have incurred by us for the services you have already consumed.
 - b. Your refund will be processed as soon as possible – usually within 14 days of your telling us you have changed your mind.

H. Our rights to end the contract

1. We may end the contract at any time by writing if:
 - a. You do not make any payment to us when it is due and within 14 days of us reminding you that payment is due if payment is still outstanding.
 - b. You do not provide us (within a reasonable time of us requesting it) the information we need to provide the service
 - c. We find out that you are outside our eligibility criteria or in breach of our terms of use.
2. If we end the contract for reasons explained in 1c. above of this section 'Our rights to end the contract' we will refund you pro-rata + reasonable net expenses.
3. We may write to you with one month's notice to let you know that we are going to stop providing the service (if and when we are going to do so) and refund any sums you have paid in advance for any services we have not provided. If we believe you have not adhered to our terms, clause 1 in this section 'Our rights to end the contract' will apply.

I. If there is a problem with our service

1. Please contact us by telephone or email using the contact details provided in this document as soon as possible if you have any questions or complaints about our service.

J. Price and payment

1. The prices for our service all include VAT and will be indicated on our website: www.authenticyou-success.com.
2. We accept payment by debit or credit card via our site. You must make a payment of one month or one year in advance for the services before we start providing them.
3. Please contact us as soon as possible if you think our charges are wrong.

K. Our responsibility for loss or damage experienced by you

1. We are not responsible for any loss or damage you experience as a result of using our service except that which is required by law.

L. How we may use your personal information

1. We will use your personal information to:
 - a. Supply or service to you
 - b. Process your payment for our service, and
 - c. To give you information about similar or related services that we provide, but you may contact us at any time to request that we do not use your personal information for this purpose.
2. We will only give your information to third parties where the law either requires or allows us to do so, your you give us your prior consent.

M. Terms and rules of use of our service websites and apps

1. Our privacy policy, sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our website and apps, you consent to such processing and you warrant that all data provided by you is accurate.
2. Our cookie policy which sets out information about the cookies on our site.
3. Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.
4. You are responsible for ensuring that anyone who accesses our site through your account or internet connection are aware of our terms of use and other applicable terms and conditions that they comply with them.
5. Bizas Coaching and Consulting Ltd owns or licenses all the intellectual property rights on our sites and apps as well as material published by us unless otherwise referenced. Such works are protected by copyright law and treaties around the world. All such rights are reserved.
6. The content on our sites and apps are provided for general guidance and information only. It is not intended to amount to advice on which you should rely without first obtaining professional or specialist advice from ourselves or others before taking or not taking an action on the basis of the content on the sites and apps.
7. Our site contains links to other sites and resources provided by third parties for your information and benefit. This does not represent our approval of the websites, their resources or information that you might obtain from them.
8. Our sites and apps include information and materials uploaded by other users of the site, including bulleting boards, chat rooms and offers. This information and these materials have not been verified or approved by us and do not represent our views or values. If you have a complaint about information or materials uploaded by other users please contact us.
9. When you upload content to our sites or apps, or when you contact other site users, you must comply with the content standards set out in the section 'Acceptable Use Policy' below. You warrant that any such contribution does comply with the standards set out there, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result for your breach of warranty.

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10. Any content you upload to our sites/apps will be considered non-confidential and non-proprietary. You retain all your ownership rights in your content, but you grant us and other users of our sites/apps a limited license to use, store and copy that content and to distribute and make it available to third parties.
11. We have the right to disclose your identity to any third party who claims that any content posted or uploaded by you on our site constitutes a violation of their intellectual property rights, or of their right to privacy.
12. We have the right to remove any posts you make on our sites/apps if it does not meet the content standards set out in the section below 'Acceptable use policy' in our opinion.
13. We make every effort, but do not guarantee that our site will be secure or free from bugs or viruses.
 - a. You are responsible for configuring your technology, software and platforms for accessing our sites/apps.
 - b. You are expected to use your own virus protection software.
 - c.
14. You have the following responsibilities and accountabilities for ensuring that you do not misuse or damage our services, including but not limited to the following:
 - a. You must not misuse our site by knowingly introducing malicious or technologically harmful materials such as: viruses, trojans, worms, logic bombs to our sites/apps or email accounts.
 - b. You must not attempt to gain unauthorized access to our site or the servers, computers and databases that host our sites/apps' materials.
 - c. You must not attack our site via denial of service attacks or a distributed denial of service attack.

These are requirements of the Computer Misuse Act 1990 and any breach is deemed a criminal offence under this act. We will report any such breach to the relevant law enforcement authorities and co-operate with those authorities by disclosing your identity to them. In such a case, your right to use our site will cease immediately.

N. Acceptable Use terms

These acceptable use terms set out the terms between you and us for accessing our sites/apps and other sites and resources available through our site and use of our service.

1. You must use the site only for lawful purposes.
2. You must not use our sites/apps or services in a way that:
 - a. Breaches any applicable local, national or international law or regulation
 - b. Is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect
 - c. Harms or intends to harm minors in any way
 - d. Breaches our content standards by:

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- i. Your sending, knowingly receiving, uploading, downloading, using or reusing any material that fails to meet those standards.
 - ii. Your transmitting or procuring the sending of any unsolicited or unauthorised advertising or promotional material, or any other form of similar solicitation (SPAM)
 - iii. Your knowingly transmitting any data, sending or uploading any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
 - iv. Harvesting contact details or other subscribers for your personal use or use by any third party
 - e. You agree not to access without authority, interfere with, damage or disrupt any part of our sites/apps, any equipment or network on which our sites/apps are stored, any software used in the provision of our site, any equipment or network or software owned or used by any third party.
3. With regard to our interactive services, we will:
 - a. Provide clear information about the kind of service offered.
 - b. Endeavour to assess possible risks for users from third parties when they use any interactive service provided on our site
 - c. Where we do choose to moderate an interactive service, we will aim to provide a way to contact the moderator should a concern or difficulty arise.

However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our site, and we exclude our liability for any loss or damage arising from the sue of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

O. Content Standards

1. You must comply with the spirit and letter of the following standards which apply to each part of any contribution as well as its whole. Contributions must:
 - a. Be accurate (where they state facts)
 - b. Be genuinely held (where they state opinions)
 - c. Comply with the applicable law in the UK and in any country from which they are posted
2. Contributions must not:
 - a. Contain any defamatory content about anyone
 - b. Contain any obscene, offensive, hateful or inflammatory material
 - c. Promote sexually explicit material.
 - d. Promote violence
 - e. Promote discrimination based on any of the protected characteristics in the UK or in the country in which content is posted

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- f. Promote any illegal activity
- g. Infringe any copyright, database right or trade mark of any other person
- h. Risk deceiving anyone
- i. Breach any legal duty owed to a third party such as a contractual duty or a duty of confidence
- j. Be threatening
- k. Be abusive or invasive of another's privacy or cause annoyance, inconvenience or needles anxiety.
- l. Be likely to harass, upset, embarrass, alarm or annoy anyone
- m. Be used to impersonate anyone or to misrepresent your identity or affiliation with anyone.
- n. Imply that they come from The AuthenticYou Movement if this is not the case.
- o. Advocate, promote or assist in any unlawful act

P. Transfer of rights

1. We reserve the right to transfer our rights and obligations contained in this agreement to another organisation. If this happens, we will inform you in writing and ensure that the transfer does not affect your rights under the contract.
2. You need our consent in writing to transfer your rights to someone else.
3. This contract is between you and Bizas Coaching & Consulting Ltd. Nobody else has the right to enforce any of the terms.

Q. Enforcement

1. If a court finds part of this contract illegal, the rest of the contract will continue in force. Each of the sections of these terms operate separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
2. We may not enforce breaches to this contract immediately, however we retain the right to do so later.
3. These terms are governed by English Law