

## Terms of Use and Booking

These terms and conditions (the "**Terms**") are the terms on which we (i) provide the App, Website and TruBe Service (each as defined below) to you including any updates or supplements to the App, Website or TruBe Service, unless such updates come with separate terms, in which case those terms apply, and (b) permit you to make Bookings (as defined below). If you invite other people to train with you then you are responsible for those people and agree that you will ensure that they adhere to these Terms.

Please read these Terms carefully before downloading the App and/or using the TruBe Service or Website. By accessing the App and/or the Website, you are agreeing to comply with these Terms (which shall include any App Store Rules (as defined below).

**Operating system requirements:** The App requires an iOS 14 iPhone device and Internet access. You are responsible for making any arrangements necessary for you to have access to the App and Website, including a connection to the Internet. You should be aware that use of the App and Website may impact your data usage or the charges to which you are subject under your mobile phone contract.

**Please note:** You must be aged 18 or over to use the App, Website and the TruBe Service. If you are under 18 or if you do not agree to these Terms, please do not use the App or Website or register as a user of the TruBe Service. If you invite other people to train with you then you are responsible for ensuring that they are aged 18 or over.

You should keep a copy of these Terms for future reference. Click [here](#) to print or download.

These Terms, the App, Website and TruBe Service are only available in the English language.

The information that you provide about yourself to TruBe will only be used in accordance with our [Privacy and Cookies Policy](#). The Privacy and Cookies Policy does not apply to Third Party Sites (as defined below).

### 1. Capitalized Terms Used In These Terms

1.1. Capitalized words and phrases in these Terms shall have the following meanings:

"**App**" means the TruBe mobile application;

"**Appointment Time**" means the specific date and time for a Booking;

"**App Store Rules**" means any rules or policies applied by the app store provider or operator from whose site or platform you downloaded the App;

"**Booking**" means a booking you have made using the App for a Service Provider Service;

"**Cancellation Fee**" has the meaning set out in Clause 11.3;

"**Confirmed Booking**" means a booking you have made using the App that is confirmed with a Service Provider and is complete in accordance with clause 9.5 below;

"**Content**" means the content and materials on the App;

"**Device**" means the mobile telephone or handheld device onto which the App has been downloaded;

"**Events Beyond Our Control**" means events beyond our reasonable control, including without limitation fire, storm, flood, riot, civil disturbance, war, nuclear accident, terrorist activity and Acts of God;

"**Login**" means (i) any registered user name and password accepted by TruBe; or (ii) your Facebook login details, either of which you may choose to use to register for and log in to the App;

"**Services**" means any Service Provider Service and/or any TruBe Service, as the context may require;

"**Service Fee**" means the amount payable by you in respect of a Booking, as indicated on the App at the time you make a Booking;

"**Service Provider**" means a third party provider of a Service Provider Service;

"**Service Provider Service**" means any service provided by a Service Provider which is available to book through the App;

"**Service Provider Terms**" has the meaning given in Clause 3.2.2;

"**Submission**" has the meaning given in Clause 12.3;

"**TruBe Service**" means all or any of the TruBe services provided to Users including the ability to register for a User account, the provision of information on the App and Website, and the ability to book Service Provider Services using the App;

"**TruPlan**" means an offer that may be provided by the App from time to time to acquire several Bookings that will be carried out within several number of session during a specified period of time;

"**we/us/our**" means Iwoo Limited, doing business as TruBe, including where appropriate our employees and authorized agents;

"**Website**" means the TruBe website at [trube.app](http://trube.app);

"**Working Days**" means a day which is not a Saturday, Sunday or a U.S. federal holiday; and

"**User**" means any person who uses the App, including a person who uses the App for the purpose of making a Booking, and any Service Provider who uses the App in connection with the provision of Service Provider Services.

1.2. Any words following the terms "including", "include", "in particular" or "for example" or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

## **2. Introduction and About Us**

2.1. The App and Website are owned and operated by Iwoo Limited a company incorporated in England and Wales under number 09042155, whose registered office is at 5 Elstree Gate, Elstree Way, Borehamwood, Hertfordshire WD6 1JD, United Kingdom, and doing business as TruBe ("**TruBe**").

2.2. The App allows you to make Bookings for Service Provider Services. We provide you with information about the Service Provider Services within the App.

2.3. If you have any questions, complaints or comments about the App, Website or TruBe Service then please [contact us](#).

2.4. We comply with all applicable privacy and data protection laws and regulations. If you have any queries about how we use your personal data please contact us. Please read our [Privacy and Cookies Policy](#).

## **3. Application of These Terms**

3.1. Subject to Clauses 3.2 and 3.3, these Terms apply to your use of the App, Website and TruBe Service and booking of Service Provider Services.

3.2. We may make different versions of the App available as follows:

3.2.1. to Users wishing to use the App to make Bookings, in which case these Terms shall apply in full; and/or

3.2.2. to Service Providers to enable them to manage their profile on the App, Bookings and payments, in which case these Terms (except for Clauses 9 to 13 inclusive) shall apply in addition to the Service Provider's separate agreement with TruBe in relation to the provision of Service Provider Services ("**Service Provider Terms**"). In the event of any conflict between these Terms and the Service Provider Terms, the Service Provider Terms shall take priority.

3.3. If any open-source software is included in the App, Website or any part of the TruBe Service, the terms of the applicable open-source license(s) will apply in addition to these Terms, and will override these Terms in the event of a conflict. A list of the open source software used by TruBe, and details of the applicable license terms, is available here.

#### **4. Access to and Use of the App, Website and TruBe Service**

4.1. In consideration of you agreeing to abide by the Terms, we grant you a non-transferable, non-exclusive license to use the App on your Device and the Website, subject to these Terms, the Privacy and Cookies Policy and the App Store Rules.

4.2. You may download a copy of the App onto your Device and view, use and display the App on your Device for your personal purposes only (which may be commercial if you are using the App as a Service Provider). If you do not own the Device you download the App onto, you shall obtain permission from the owner(s) of the Device before downloading the App onto that Device.

4.3. You acknowledge that you (or the owner of the Device) may be charged by your (or their) service providers for Internet access when downloading and using the App or accessing the Website. You accept responsibility for the use of this App, Website and the TruBe Service on or in relation to any Device which you use, whether or not it is owned by you.

4.4. Except as expressly set out in these Terms or as otherwise agreed by TruBe, you agree:

4.4.1. not to copy the App, Website, TruBe Service or the Content in whole or in part except where such copying is incidental to normal use of the App or Website, or where it is necessary for the purpose of back-up or operational security;

4.4.2. not to rent, lease, sub-license, loan, translate, merge, adapt, vary, alter or modify the App, Website, TruBe Service or the Content in whole or in part;

4.4.3. (except if you are a Service Provider) not to use the App, Website, TruBe Service or any Content, or to leave a rating, comment or review or make any Submission, for any commercial or non-personal purposes;

4.4.4. not to sell, resell or otherwise trade any Booking or Service Provider Services to or with any third party, or make or accept a Booking on behalf of a third-party except that you may invite friends to train with you if we agree to this or make this functionality available on the App. Any attempt to do any of the foregoing may, at our discretion, void the relevant Booking;

4.4.5. not to permit the App or Website or any part of it to be combined with, or become incorporated in, any other programs;

4.4.6. not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the App or Website or attempt to do any such thing except where such actions are essential for the purpose of achieving the inter-operability of the App or Website with another software program, and provided that the information obtained by you during such activities:

(i) is used only for the purpose of achieving inter-operability of the App or Website with another software program;

(ii) is not unnecessarily disclosed or communicated without our prior written consent to any third party; and

(iii) is not used to create any software that is substantially similar to the App or Website;

4.4.7. not to provide or otherwise make available the App in whole or in part in any form to any person;

4.4.8. not to impersonate another individual when using the App, the Website, the TruBe Service or any Service Provider Service;

4.4.9. not to download or access the App or Website or make a Booking unless you are aged eighteen or over;

4.4.10. that all information and details provided by you to us (including on registration) are true, accurate and up to date in all respects and at all times. You can update or correct your personal details at any time by using the **Edit My Profile** function which is available on the App;

4.4.11. that you will only use the App, the Website, TruBe Service and the Service Provider Services and make Bookings for lawful purposes and in accordance with these Terms;

4.4.12. that in relation to any Submissions provided by you to use or uploaded by you to the App or Website, you have the right to do so and have obtained all necessary permissions and/or approvals;

4.4.13. not to publish, email, upload, transmit or otherwise disseminate any Submission, rating or review which is misleading, false, inaccurate, defamatory, obscene, indecent or which infringes copyright or other rights of third parties or may have the effect of being harassing, threatening, libellous or abusive or which is otherwise unlawful;

4.4.14. not to infringe our intellectual property rights or those of any third party; and

4.4.15. not to use the App, Website or TruBe Service:

4.4.15.1. in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effects or promotes such purposes;

4.4.15.2. in any way that interrupts, damages, impairs or renders the App, TruBe Service or Website less efficient;

4.4.15.3. in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;

4.4.15.4. to collect or harvest any information or data from the App or Website or our systems or attempt to decipher any transmissions to or from the servers running the App or Website;

4.4.15.5. to transfer files that contain viruses, trojans or other harmful programs;

4.4.15.6. to access or attempt to access the accounts of other Users or to penetrate or attempt to penetrate the App or Website security measures;

4.4.15.7. to advertise or promote third party or (except if you are a Service Provider) your own products or services, including by sending or procuring the sending of, any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation; or

4.4.15.8. for the purpose of harming or attempting to harm minors in any way.

4.5. By using the App, Website and TruBe Service you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send using the App or Website may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

4.6. You acknowledge that the App, Website and TruBe Service have not been developed to meet your individual requirements.

## **5. Availability, Changes and Updates**

5.1. We do not guarantee the availability of the App, Website, TruBe Service and/or any Service Provider Services.

5.2. We reserve the right to withdraw the App, Website and/or TruBe Service (in whole or in part) or amend any part of it (including but not limited to the Content, Service Provider Services and the TruBe Service), for legal, regulatory or security reasons or due to a change in market conditions which affects our ability to provide the App, Website or the TruBe Service or make available any Service Provider Service to you.

5.3. From time to time updates to the App may be issued through the relevant App Store. Depending on the update, you may not be able to use the App or the TruBe Service until you have downloaded the latest version of the App and accepted any new terms.

5.4. TruBe reserves the right, at its discretion, to change these Terms for legal, regulatory or security reasons or due to a change in market conditions which affects our ability to provide the App, Website or TruBe Service or make available any Service Provider Service to you. When these Terms are changed, TruBe will publish details of the new Terms on the App and the Website as updated from time to time and will ask you to agree to the new Terms before you can continue using the App. However, if we change these Terms to your detriment, you may end your agreement with us by stopping use of the App, TruBe Service and Website and closing your TruBe account.

## **6. Rights Granted and Reserved**

6.1. Except for any Submissions provided by you and except as otherwise provided in these Terms:

6.1.1. the App, the Website and all Content belongs to TruBe or its licensors. Your use of the App and the Website grants no rights to you in relation to the intellectual property rights in the App, Website or the Content (including, without limitation, copyright, trade marks, logos, graphics, photographs, animations, videos and text or the intellectual property of third parties); and

6.1.2. you may not copy, reproduce, republish, download, post, broadcast, record, transmit, commercially exploit, edit, communicate to the public or distribute in any way the App, Website or Content or the computer codes of elements comprising the App and Website other than for your personal, non-commercial use. Modification of the Content or other prohibited use of the Content is a violation of TruBe's or its licensors' copyright and other proprietary rights. All trademarks, service marks and trade names displayed on the App and Website are proprietary to TruBe or its licensors.

6.2. You acknowledge that you have no right to have access to the App in source-code form.

## **7. Links To and From Other Websites**

7.1. You may establish links to the Website provided:

7.1.1. you link only to the home page of the Website;

7.1.2. you do not remove or obscure advertisements, the copyright notice or other notices on the Website; and

7.1.3. you stop providing links to the Website immediately if we require you to.

7.2. The App and/or the Website may contain links to other websites provided by third parties ("**Third Party Sites**"), either directly or through frames. You acknowledge that:

7.2.1. these links are provided for your ease of reference and convenience only;

7.2.2. TruBe does not control and is not responsible for the availability or content of Third Party Sites;

7.2.3. our inclusion of links does not imply any endorsement of the material contained in such Third Party Sites or any association with their operators;

7.2.4. we will not be a party to, or in any way responsible for, any transaction which you may enter into using any Third Party Sites; and

7.2.5. except where expressly set out in these Terms, we shall not be liable to you in respect of any loss or damage which you may suffer by using any Third Party Sites and you agree that you will not involve us in any dispute between you and any Third Party Site.

## **8. Registration and Logins**

8.1. In order to access the App, you will be required to register a Login with TruBe.

8.2. To complete registration for an account, you must provide TruBe with any mandatory information which is requested. For more information please see TruBe's [Privacy and Cookies Policy](#).

8.3. You promise that all information provided by you to TruBe or any Service Provider (whether on registration or a later date) shall be accurate and complete.

8.4. It is your responsibility to inform TruBe of any changes to your information (including in particular to your email address and payment details) by using the "Edit My Profile" function available on the App.

8.5. You should treat your Login as confidential and you are responsible for maintaining the confidentiality of your Login and for all activities that are carried out under the Login. Each registration is for a single user only.

8.6. TruBe does not permit any of the following, and you agree that you shall comply with such rules:

8.6.1. any other person sharing your Login;

8.6.2. access through a single Login being made available to multiple users on a network;

8.6.3. creation of multiple Logins by you; or

8.6.4. selection or use of a Login with the intent of impersonating another person.

8.7. We do not have the means to check the identities of people using the App. You are responsible for, and will be liable to TruBe for all use of the App made by you or anyone else using your Login (including, without limitation, in connection with any Bookings made using your Login) and for preventing unauthorized use of your Login. You agree to [contact](#) TruBe immediately if you believe or suspect that there has been any breach of security (e.g. the disclosure, theft or unauthorized use of your Login or any payment information). TruBe will not be liable to you or any third party for unauthorized use of your Login.

## **9. Bookings and Service Provider Services**

9.1. The App provides you with information about, and the ability to book and pay for, various Service Provider Services.

9.2. Once registered as a User, you may view information regarding the Service Provider Services and make a Booking for Service Provider Services using the App.

9.3. The App will keep a record of all Bookings made by you using the App.

9.4. You are solely responsible for considering whether, and ensuring that, you are sufficiently fit and healthy to take advantage of the Service Provider Services you book using the App. You are also solely responsible for ensuring that any people that you invite to train with you are sufficiently fit and healthy to take advantage of the Service Provider Services you book using the App.

9.5. All Bookings are subject to confirmation by us and your agreement for a Booking is not complete until your booking request is confirmed within the App.

9.6. In order to confirm your Booking and/or to remind you of your Booking at a later date, you may receive emails and/or SMS messages from TruBe and/or in-App notifications.

9.7. Once your Booking has been confirmed:

9.7.1. we will allocate you a Service Provider and provide you with information about that Service Provider in advance of your Booking; and

9.7.2. we ask you to attend the Booking at the Appointment Time. Your Booking will not be valid for any Service Provider other than the Service Provider we have allocated to you in accordance with this Clause 9, any other Service Provider Service, or any other date or time. If you want to cancel your Booking, Clause 11 applies.

9.8. Sometimes the Service Provider who has been allocated to your Booking will need to cancel. You agree that we have no responsibility for any cancellation of a Booking by a Service Provider. However, we will communicate any such cancellation to you and use reasonable efforts to allocate you an alternative Service Provider if there is one available. We will only allocate you an alternative Service Provider if there is one available who meets your preferences (as provided to us at the time you made the Booking). You will then be able to confirm the Service Provider if there is one available who meets your preferences. If we cannot allocate you an alternative Service Provider, we will not charge you for the Booking. If you do not wish to proceed with a Booking where we have allocated an alternative Service Provider, you may cancel the Booking and Clause 11 will apply.

9.9. While we make an effort to ensure that information displayed on the App about Service Providers and Service Provider Services is accurate, this information is provided by the relevant Service Provider and is and remains their responsibility. TruBe does not take responsibility for this material or its accuracy.

9.10. TruBe may also (but is not obliged to) carry out background checks in respect of Service Providers and/or take steps to verify that Service Providers have the, consents, qualifications and insurances that they are required to have under applicable laws, regulations and professional rules or that they are stated on the App as having.

9.11. You agree that each Booking is an agreement between you and the Service Provider. TruBe is not a party to such agreement and provides no guarantee in relation to the Service Provider's performance of any Booking. Accordingly, you acknowledge that the Service Provider (and not TruBe) is responsible for:

9.11.1. the performance and quality of the Service Provider Services (including any equipment or advice provided by the Service Provider during a Booking);

9.11.2. obtaining all licenses, consents, qualifications and insurances that they are required to have under applicable laws, regulations and professional rules or that they are stated on the App as having; and

9.11.3. complying with all applicable laws, regulations and professional rules in connection with the Service Provider Services.

9.12. However, you have certain rights by law in respect of your receipt of Service Provider Services, including that the Service Provider will provide the Service Provider Services to a reasonable standard.

9.13. You agree:

9.13.1. that we may pass on certain information about you to the Service Provider in connection with each Booking you make, so that the Service Provider can provide the Service Provider Services. Please see our [Privacy and Cookies Policy](#) for further information on what we provide to Service Providers;

9.13.2. to pro-actively inform the Service Provider on or before commencement of the relevant Service Provider Services of any relevant health conditions (such as illnesses or injuries) that may affect the provision or your receipt of the Service Provider Services or that of any person who you invite to train with you. Whilst we may provide some of this information to the Service Provider if you have chosen to make it available to us (as stated in our [Privacy and Cookies Policy](#)), you agree that we are under no obligation to do so;

9.13.3. to provide relevant information relating to your health and fitness and the health and fitness of any person who you invite to train with you where such information is requested by the Service Provider before commencement of or during the provision of the Service Provider Services; and

9.13.4. that you are responsible for wearing suitable clothing, bringing water and keeping yourself suitably hydrated during each Booking and for ensuring that any person who you invite to train with you also does so.

9.14. You agree that you shall not (and shall not encourage any person who you invite to train with you to):

9.14.1. contact a Service Provider for any reason (including to book another session with that Service Provider outside of the App) after a Booking has completed, except by making another Booking with that Service Provider using the App or with our prior written consent (which we may withhold at our sole discretion); or

9.14.2. engage or attempt to engage any Service Provider to provide services (other than by making a Booking using the App).

## **10. Prices and Payment**

10.1. The Service Fee for any individual Service Provider Service is as stated on the App at the time you place your Booking, except in the case of obvious error. The Service Fee is inclusive of any applicable state or local taxes.

10.2. We try to ensure that all prices on our App are accurate but errors may occur. If we discover an error in the Service Fee we will inform you as soon as possible and give you the option of reconfirming your Booking at the correct price or cancelling it. If you cancel no payment will be taken from you.

10.3. TruBe accepts payment using the methods specified [here](#).

10.4. You confirm that any card or payment account you use to make a Booking is yours or that you have authorization from the owner of the card or payment account to make such payment.



10.5. All credit/debit card holders are subject to validation checks and authorization by the card issuer. You agree that payment pre-authorization checks may be carried out on our behalf in respect of an amount equal to the Service Fee when you make a Booking. If the issuer of the card or provider of the payment service which you are using refuses to authorize payment we will not accept your Booking (or if already accepted, we will give you notice that your Booking is cancelled) and we will not be responsible for any delay or non-performance of the Service Provider Services.

10.6. Unless you cancel a Booking in accordance with Clause 11.2, the Service Fee (or where Clause 11.3 applies) the Cancellation Fee will be debited from your account upon or shortly after the Appointment Time (or if earlier, when you cancel the Booking).

10.7. We are not responsible for your card issuer, bank or payment service provider charging you as a result of our processing of payments from you in accordance with these Terms.

## **11. Cancellation of Bookings and Refunds**

11.1. You have the right to cancel a Booking request any time until you have confirmed a booking with a Service Provider.

11.2. Once a Booking request has been confirmed, you acknowledge that you do not have the right to cancel a Booking under statutory regulation. However, you are entitled to cancel Bookings in accordance with this Clause 11.2. If you change your mind about your Booking prior to the Appointment Time then you may cancel your Booking without making payment of the Service Fee or any Cancellation Fee provided that you cancel the Booking via the App at least twelve (12) hours prior to the start time of your Booking; or

(ii) if you are making the Booking within such twelve (12) hour period, within five (5) minutes of you having confirmed on the App that you want to make the Booking ("**Grace Period**").

11.3. If you use the App to cancel a Booking within twelve (12) hours of the start time of your Booking or, where relevant, after the Grace Period has elapsed, we will charge you 100% of the Service Fee ("**Cancellation Fee**") as stated in Clause 10.6.

11.4. You will be charged the Service Fee as stated in Clause 10.6 if you:

11.4.1. cancel a Booking other than as permitted under Clauses 11.1 and 11.2; or

11.4.2. attempt to cancel a Booking on or after the Appointment Time; or

11.4.3. fail to attend a Booking at the Appointment Time and/or at the correct location.

11.5. We charge Cancellation Fees and Service Fees as stated in Clauses 11.3 and 11.4 to compensate the Service Provider, because the Service Provider is unlikely to be able to make another Booking where you cancel with short or no notice.

11.6. We may waive our rights under Clause 11.3 or 11.4 in our sole discretion where you have been unable to cancel a Booking without incurring the Cancellation Fee or Service Fee for genuine reasons which were outside of your control. Please [contact us](#) if this is the case.

11.7. If you attempt to attend a Booking at the relevant Appointment Time but the Service Provider has entered administration, insolvency, bankruptcy (or any similar situation which affects the Service Provider's ability to provide the Service Provider Services) or is no longer in business, or if the Service Provider is not available to provide the Service Provider Services at the Appointment Time, we will provide you with a refund for the Service Fee on request.

## **12. Cancellations and Refunds of TruPlans**

12.1. Purchases for TruPlans cannot be refunded, except in the following circumstances:

(i) If your booking requests are outside of our service area, we are currently providing;

(ii) If we fail to provide you with a Service Provider at a reasonable time, we will use reasonable efforts to inform you as soon as possible and cancel your order. You will then receive a full refund from us;

12.2. We will usually refund any money received from you using the same payment method originally used by you to pay for your purchase.

12.3 Any sessions unused in your TruPlan period will not be automatically carried over once your TruPlan renews.

### **13. Lifestyle Collective: Venue Service Providers**

13.1. TruBe Lifestyle Collective does not own or operate the event venues. The venue service providers are solely responsible for providing, managing, and ensuring the safety of the venue.

(i) Any issues related to the event venue, including but not limited to accessibility, safety, and equipment, should be directed to the venue service provider and not TruBe.

(ii) TruBe will not be liable for any damage, injury, or loss that occurs at the venue, as the venue service providers are responsible for maintaining the quality and safety of their spaces.

### **14. Class Teachers and Session Responsibility**

14.1. Class teachers are independent providers and are solely responsible for the content and management of their sessions.

(i) TruBe is not responsible for any exercise, advice, or instruction provided by the class teacher during a session.

(ii) Any injury or harm resulting from participation in the session is the responsibility of the class teacher, and not TruBe.

### **16. TruBe Lifestyle Collective Subscription Offers**

16.1. Any promotional offer for the TruBe Lifestyle Collective subscription is only valid for the duration stated in the offer.

(i) Once the promotional period ends, the subscription will revert to its original price.

(ii) TruBe reserves the right to amend or terminate the offer at any time, with notice provided to the user.

### **15. Cancellation of TruBe Lifestyle Collective Subscription**

15.1. You may cancel your TruBe Lifestyle Collective subscription at any time via the "Cancel Membership" button, available in the TruBe app or website, or by contacting customer service.

(i) Cancellations made via customer service must be submitted in writing, either through email or other approved methods of contact.

(ii) Cancellations will take effect at the end of the current billing cycle and will not result in a refund of any fees already paid.

### **16. Retention of Membership Fees**

16.1. TruBe reserves the right to retain the membership fee if the cancellation request is not submitted prior to the renewal date.

(i) Failure to cancel via the "Cancel Membership" button or in writing before the renewal date will result in the automatic renewal of the subscription, and no refund will be issued for the renewed period.

### **17. Ratings, Comments, Complaints, Feedback and Submissions**

17.1. After the Appointment Time for a Booking, you may be invited to provide a rating and add comments in relation to your experience of the Service Provider Service. You may also provide feedback or raise any complaints in relation to a Service Provider or Service Provider Services by [contacting us](#). We will attempt to resolve any complaints but do not guarantee that we will be able to do so. If possible, please raise any complaints within 24 hours of the Booking so that we can investigate the nature of your complaint in the best possible way.

17.2. You agree that:

17.2.1. we may share your ratings, comments and details of any complaint with the relevant Service Provider, as further described in the [Privacy and Cookies Policy](#); and

17.2.2. we may use your rating for a Service Provider to calculate and publish an average rating for that Service Provider.

17.3. The App and/or Website may also enable you to upload other material onto the App and/or Website, such as links, comments, photos and articles (such material, except where it is provided by a Service Provider, shall be referred to as "**Submissions**"). Any such material which is provided by a Service Provider is subject to the Service Provider Terms rather than these Terms).

17.4. By making any Submission via the App and/or Website, you grant us the right to use such Submission at our own discretion in any media including, without limitation, to edit, copy, reproduce, display, disclose, post and remove such Submissions from the App and/or Website.

17.5. TruBe is under no obligation to display your Submissions on the App or Website and reserves the right to remove, edit or adapt your Submissions at any time and for any reason.

17.6. Where other Users post Submissions on the App, such material remains the responsibility of the User who posted them and TruBe takes no responsibility for the accuracy or otherwise of such material.

## **18. Competitions and Promotional Offers**

From time to time we may offer you the chance to enter competitions or take up certain promotional offers. We will alert you to any additional terms which apply to such competitions or promotions at the relevant time.

## **19. Referral Program**

19.1. You may be able to earn account credit by referring your friends to make a Booking via the App (the "**Referral Program**"). For each friend you refer to TruBe for which a Booking is completed, you may be able to receive TruBe Session Credits. "TruBe Session Credits" are "points" issued by TruBe that may be applied as credits toward future Confirmed Bookings made by you via the App.

19.2. TruBe may suspend or terminate the Referral Program at any time and for any reason. TruBe will not grant any further Session Credits after the suspension or termination, but you will be able to keep any Session Credits that you have accrued unless you are found to be in breach of these terms, in which case, we may revoke any Session Credits that you have earned.

19.3. To receive a Session Credit you must share the referral code with a friend. Your friend then has to create a TruBe login and make a Booking using the App. Once their Booking is confirmed by us and your friend has paid the Service Fee, which is not subsequently cancelled, we will credit your account with a free session. This is known as a "Qualifying Referral". You may share the referral code using the App (it will offer some options to do it). The time limit for use of the referral code as well as rules of using it together with other promotions may be changed from time to time by TruBe of which you will be informed by the App.

19.4. Session Credits may only be earned for referrals to new customers residing in the United States. Session Credits may not be transferred or exchanged for any cash or money. Except as explicitly provided in these Terms and Conditions, Session Credits are non-transferable.

19.5. The referral code should only be shared with your friends and should only be used for personal and non-commercial purposes. You are not permitted to publish or distribute the code on platforms or media where you are a contributor but not the primary content owner (such as Wikipedia, coupon websites or Reddit).

19.6. Any Session Credits that you earn will be shown in your TruBe account in a commercially reasonable amount of time after the Qualifying Referral has been completed. The Session Credits you earn will be shown [where in the app/Login page]. Session Credits can be accrued solely by you and you may not earn credits by permitting another individual to use your TruBe account. Session Credits accrued in multiple TruBe accounts may not be combined into one TruBe account. You may not earn Session Credits by creating multiple TruBe accounts. You are responsible for keeping track of the Session Credits in your account.

19.7. Free sessions cannot be carried over and will expire 30 days from the date they were issued.

## **20. Liability**

20.1. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL LICENSOR BE LIABLE FOR PERSONAL INJURY OR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE THE WEBSITE, APP OR SERVICES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF TRUBE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. In no event shall TruBe's total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of fifty dollars (\$50.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.<sup>1</sup>

20.2. The performance or non-performance of the Service Provider Services by the Service Provider, or matters which are the responsibility of the Service Provider, including the standard and quality at which the Service Provider Services are performed, any equipment or advice provided by the Service Provider, the Service Provider's compliance with applicable laws, regulations and professional rules, and the Service Provider's responsibility for obtaining and maintaining licenses, consents, insurances and qualifications.

20.3. NO WARRANTY: YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE APP, WEBSITE AND SERVICES IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT

PERMITTED BY APPLICABLE LAW, THE APP, WEBSITE AND ANY SERVICES PERFORMED OR PROVIDED ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND TRUBE HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE APP, WEBSITE AND ANY SERVICES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND OF NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY TRUBE OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE LICENSED APPLICATION OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

## **21. Termination**

21.1. We may terminate our agreement with you (as set out in these Terms) immediately by written notice to you for any reason at any time if you breach any term of these Terms.

21.2. You may terminate your agreement with us (as set out in these Terms) immediately at any time by closing your account, uninstalling the App and ceasing to use the App and Website.

21.3. On termination for any reason:

(a) all rights granted to you under these Terms shall cease;

(b) if you have not already done so, we will close your TruBe account and you must immediately cease all activities authorized by these Terms, including your use of the TruBe Service, App and Website;

(c) if you have not already done so, you must immediately delete or remove the App from all Devices and immediately destroy all copies of the App then in your possession, custody or control and if requested, certify to us that you have done so; and

(d) any amounts due from you in respect of Bookings shall remain due and payable in accordance with Clauses 10 and/or 11 as applicable. If we terminate under Clause 17.1, we will cancel any Bookings where the Appointment Time falls on or after the termination date. If you terminate under Clause 16.2, you are responsible for cancelling any Bookings where the Appointment Time falls on or after the termination date, in accordance with Clause 11. If you fail to do so, you may be required to pay Service Fees, as stated in Clause 11.

## **22. Notifying Each Other**

If we need to notify you of any matter in relation to these Terms, we will do so by email to the email address which you gave when registering (or any updated address provided by you via the "Edit My Profile" function). If you need to notify us of any matter you should [contact us](#).

## **23. Transfer of This Agreement**

23.1. We may wish to transfer our rights or obligations or sub-contract our obligations under these Terms to another legal entity. You agree that we may do so provided that:

23.1.1. this will not adversely affect the standard of the TruBe Service you receive under these Terms; and

23.1.2. in the case of transfer only, after we notify you of the date on which we will transfer our rights and obligations under these Terms to another legal entity, your only rights under or in connection with these Terms will be against the new legal entity and not against us.

23.2. These Terms are personal to you. Except as stated in Clause 18.1, you may not transfer any of your rights or obligations under these Terms to anyone else.

## **24. Law Applying to This Agreement**

These Terms and the relationship between you and TruBe shall be governed by the laws of the State of California, excluding its conflicts of law provisions. You and TruBe agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Los Angeles, California, to resolve any dispute or claim arising from this Agreement.

## **25. General**

25.1. These Terms are not intended to give rights to anyone except you and us. This does not affect our right to transfer these Terms as set out above.

25.2. If any term is disallowed or found to be invalid by any court or regulator, the other provisions of these Terms shall continue to apply.

25.3. Headings in these Terms are for convenience only and will have no legal meaning or effect.

## **26. Miscellaneous**

26.1. You may not use or otherwise export or re-export the App except as authorized by United States law. In particular, but without limitation, the App may not be exported or re-exported (a) into any U.S.-embargoed countries or (b) to anyone on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Department of Commerce Denied Persons List or Entity List. By using the Licensed Application, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use these products for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture, or production of nuclear, missile, or chemical or biological weapons.

26.2. The App and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Unpublished-rights reserved under the copyright laws of the United States.

26.3. Specifically excluded from application to this Agreement is that law known as the United Nations Convention on the International Sale of Goods.