



## Terms of Website Use

### Introduction

This page tells you the terms on which you may use our website [www.rubymcguire.com](http://www.rubymcguire.com), whether as a registered user subscriber or guest. Please read carefully before use. By using the site, you accept the terms and agree to obey them. If you don't accept them, please don't use the site.

### Who We Are

The site is operated by Ruby McGuire (Sole Trader)

Here are some important details about us:

Address: Unit 7860 PO Box 6945, London, UK W1A 6US, United Kingdom

### About this Website

This site consists of two parts: i) a Public Area, access to which is available to everyone without charge; and ii) a Subscriber Area, access to which is restricted to those people or organisations that pay a fee to us.

### Use of the Site

You have permission for temporary use of the site, but we can withdraw or change our service at any time without telling you and without being legally responsible to you.

In order to access the site you must obtain access to the worldwide web, either directly or through devices that access web-based content, and pay any service fees associated with such access. In addition it is your responsibility to provide all equipment necessary to make such connection to the worldwide web, including a computer and modem or other access device.

You must treat all identification codes, passwords and other security information as confidential. If we think you have failed to keep confidentiality, we are allowed to disable any security information (including your passwords and codes). If you think there has been unauthorised use of your password or any other breach of security you must tell us straightaway. Any information you provide to us in order to obtain any identification code and/or password must be true and accurate.

You agree to follow our [Acceptable Use Policy](#) and our [Cookie Policy](#).

If you allow anyone else to use our site, you must make sure that they read these terms first, and that they follow them.

Only use the site as allowed by law and these terms. If you don't, we may suspend your usage, or stop it completely.

We frequently update the site and make changes to it, but we don't have to do this, and material on the site may be out-of-date. Any changed or new material on this site is automatically subject to these terms and conditions. No

material on the site is intended to contain advice on which you may place legal reliance. We exclude all legal responsibility and costs for reliance placed on the site by anyone.

We follow our [Privacy Policy](#) in handling information about you. By using the site, you agree to us handling this information and confirm that data you provide is accurate

### **Intellectual Property Rights**

We are the owner or licensee of all intellectual property rights in the site (for example the copyright and any rights in the designs) and in any of the material posted on it. They are protected by copyright. Without limiting this, we exclusively own all the copyright and other intellectual property rights in any content available to you in either the free or the subscription areas of the site (including any audio, text, photos, images, trademarks, logos or interactive content (“Content”). This ownership covers the whole world and any renewals or extensions of those rights in the Content.

You may not use, modify, or copy any of the Content for any commercial purpose without our prior written approval. “Commercial Purpose” means sale, rental, licence, assignment or other commercial exploitation of the Content of any kind.

You may not host, serve, send, distribute, transmit or allow access to any of the Content to or for someone else without our prior written approval.

In addition, you may not allow or authorise someone else to either (i) use, modify or copy any of the Content for any Commercial Purpose, or (ii) send or transmit or allow access to any of the Content to another person.

You are allowed to print one copy and download extracts of any page on the site for your personal reference, but not for commercial use without a licence from us. You mustn’t alter anything, or use any illustrations, video, audio or photographs separately from the text that goes with them.

If you breach these terms, you lose your right to use our site, and must destroy or return any copies you have made.

### **Our Legal responsibility to you**

We do not guarantee the accuracy of material on our site. As far as legally possible, we together with our officers, directors, employees, shareholders and agents exclude legal responsibility for the following:

- Any loss to you arising from use of our site including damages and costs of any kind
- Loss of income, indirect loss, profit, business, data, contracts, goodwill or savings.

We also exclude, as far as legally possible, all terms and warranties or promises implied by law or by statutes. This exclusion includes all responsibility for any loss arising from damage due to viruses that may infect your computer equipment, software, data or other property that may arise from your access to, use of, or browsing of this site or your downloading of any material from this site or any websites linked to this site. We also do not guarantee that access to this site will be uninterrupted or error free.

We do not promise that the site will meet your requirements or that any material or Content on the site will meet your expectations.

We don't exclude legal responsibility for death or personal injury owing to our negligence, or legal responsibility for fraud or fraudulent misrepresentation, or for anything else where exclusion is not allowed by the law.

### **Terms of our offer to you**

We provide you with a collection of online coaching educational content from the site as part of our subscription offer ("the Subscription Offer"). We may vary the Content contained in the Subscription Offer from time to time at our discretion. You agree that we assume no responsibility for the timeliness, deletion, mis-delivery, or failure to store any Content or for the operation of your own user settings in connection with the Subscription Offer.

The free section of the site has been designed to provide you with a detailed outline of the Content of the site and its offerings. The description of the features included within the Subscription Offer is clearly shown on the site. Please ensure you examine and are happy with the Content offering for the Subscription Offer before purchasing your Subscription Offer. If you are happy to purchase the Subscription Offer, then click on the "Join the Club" logo on the site. These terms and conditions will be presented to you before you accept the Subscription Offer, and your subscription begins with that acceptance.

If you have any difficulties implementing or signing up for a Subscription Offer, or make a technical mistake in signing up for your Subscription Offer please contact us at [ruby@rubymcguire.com](mailto:ruby@rubymcguire.com). The pricing for the Subscription Offer (plus VAT if applicable) is clearly shown on the site but we reserve the right to change that pricing from time to time. Payment is made [monthly] at the beginning of each month by credit and/or debit card and/or Paypal, and all payment information will as far as it is within our control be encrypted securely. We will send you an electronic receipt of the placement of your successful Subscription Order. You have a right of cancellation and refund for 14 (fourteen) working days from the date you place your Subscription Order. However, you specifically agree that if we have begun providing you with Content and/or any other services in relation to your Subscription order before you cancel, then you have no cancellation or refund right in relation to the period prior to your cancellation, but you can cancel your Subscription Offer for the future at any time by going to the My Account section, clicking on the subscription button and following the given procedures.

If you cancel your Subscription Offer for the future you will enjoy your subscription benefits until the end of the then current month of your Subscription Offer, and your subscription Offer will not be renewed after the expiry of that month. However, you won't be eligible for a pro-rated refund of any portion of the subscription fees you have already paid for the then-current period of your Subscription Offer.

Despite what it says elsewhere in this clause we may elect to introduce a "Premium Subscription Service" with added or different features. If we do so we will clearly describe the Premium Subscription Service on the site and its pricing. If we do so, all of these terms and conditions will apply to the Premium Subscription Service as if it was a Subscription Offer, except that you specifically agree that we may begin to provide services under that Premium Subscription Service as soon as you accept these terms and conditions and therefore you will not have any right of cancellation and/or refund (including for the future) once such services are commenced by us.

You may however cancel any Subscription Offer for the future (including a Premium Subscription Offer) using the same process set out in these terms and conditions if we breach this Agreement in any significant way and don't correct the situation within 14 (fourteen) days of receipt of your written request to do so or (ii) we go into liquidation or a receiver is appointed over our assets.

Your Subscription Offer will automatically be extended for successive renewal periods of the same duration and terms as the original Subscription Offer you selected unless you choose to cancel your Subscription Offer in accordance with the above.

Any Subscription Offer can only be for a single using a single machine at a time.

### **Uploading to our Site**

If you contact other users of our site or upload material to it, you must follow our [Acceptable Use Policy](#), which sets out standards for usage. You agree to reimburse us for any costs or expenses we incur as a result of any breach of this term.

Material that you upload will be regarded as non-confidential and not owned. This means that we can copy it, distribute it, and show it to other people for any purpose. You agree that if anyone else claims to own the material, or says that it breaches their rights, we can give them your identity.

We won't be legally responsible to anybody for the accuracy of material that you upload to the site, and we can remove it at any time if we think it doesn't follow our acceptable use policy.

### **Computer Offences**

If you do anything which is a criminal offence under a law called the Computer Misuse Act 1990, your right to use the site will end straightaway. We will report you to the relevant authorities and give them your identity.

Examples of computer misuse include introducing viruses, worms, Trojans and other technologically harmful or damaging material.

You mustn't try to get access to our site or server or any connected database or make any 'attack' on the site. We won't be legally responsible to you for any damage from viruses or other harmful material that you pick up via our site.

### **Links to our Site**

You are allowed to make a legal link to our website's homepage from your website if the content on your site meets the standards of our acceptable use policy. We can end this permission at any time.

You mustn't suggest any endorsement by us or association with us unless we agree in writing.

### **Links from our Site**

Links from our site to other sites are only for information. We don't accept responsibility for other sites or any loss or damage you suffer from using them.

### **Variation**



We change these terms from time to time and you must check them for changes because they are binding on you. You may download and keep our terms and conditions by clicking here [\[\]](#)

### **Applicable Law**

The English courts have the only right to hear claims related to our site, and this site and all disputes are governed by English law.

### **Contact Us**

If you have any complaints please contact us at [ruby@rubymcguire.com](mailto:ruby@rubymcguire.com) and we will use every effort to try to remedy any genuine complaint for you.