

## **TERMS OF SERVICE FOR OUR MEMBERSHIP SERVICES**

Hello and welcome to Seek Sista! We're so happy to have you join us. These are our Terms of Service ("Terms") which apply to all members of Seek Sista [ABN 89449558843] ("we, us, our"). By using our Website and Services, you're agreeing to these Terms together with any other terms and conditions and policies we publish or link to (together an "Agreement"). If you do not agree, unfortunately you cannot join us.

### **1. ONLINE MEMBERSHIP WE WILL PROVIDE**

#### **1.1 Roam Free Membership (Free Tier)**

If you opt for the "Roam Free" Membership, you will have access to the following benefits:

##### **1.1.1 Free Social Meet-Up Walks (In-Person)**

Join welcoming 5–8 km walks that include a coffee stop — perfect for moving, mingling, and connecting.

##### **1.1.2 One Free NSW Day Hike per Year**

Receive one guided hike annually (9–15 km) in NSW. This hike must be used within the membership year and cannot be rolled over.

##### **1.1.3 Event Access**

Book and attend Seek Sista activities. (*Note: this tier does not include the additional perks of paid membership.*)

##### **1.1.4 Seek Sista WhatsApp Community Chat (Upon Event Registration)**

When you register for your first event, you'll be added to the Seek Sista WhatsApp community chat. For each event, a temporary WhatsApp group is created to help participants connect and coordinate. Event-specific groups are removed one month after the event.

##### **1.1.5 10% Merchandise Discount**

Receive 10% off in the Seek Sista shop.

##### **1.1.6 Monthly Seek Sista Newsletter**

Stay connected and inspired with news, event updates, and outdoor tips each month. You may unsubscribe at any time.

#### **1.2 Plus Perks Membership (Paid Tier)**

If you opt for the "Plus Perks" Membership, you will have access to the following benefits:

##### **1.2.1 Free Social Meet-Up Walks (In-Person)**

Participate in welcoming 5–8 km walks that include a coffee stop — perfect for moving, mingling, and connecting.

##### **1.2.2 Two Free NSW Day Hikes per Quarter / Eight per Year**

-Quarterly Plus Perks members receive two guided hikes per quarter (9–15 km) in NSW. These hikes must be used within the membership quarter and do not roll over.

-Annual Plus Perks members receive eight guided hikes per year (9–15 km) in NSW. These hikes must be used within the 12-month membership period and do not roll over.

### **1.2.3 Exclusive Access to Sista Days Out**

Enjoy intimate, small-group experiences created for Plus Perks members, with any remaining spots offered to Roam Free members after the early-access period.

### **1.2.4 Outdoor Activity Provider Perks**

Access exclusive offers and opportunities from trusted outdoor activity partners.

### **1.2.5 Priority Event Access**

Get early access to book events and activities before they fill up, plus enjoy exclusive perks.

### **1.2.6 Seek Sista WhatsApp Community & Plus Perks Members-Only Chat Groups**

When you register for your first event, you'll be added to the Seek Sista WhatsApp community chat. For each event you join, a temporary WhatsApp group is created to help participants connect and coordinate. Event-specific groups are removed one month after the event. You'll also join a private Plus Perks members-only chat group to share messages about your membership and discuss upcoming events while maintaining access to the broader community chats.

### **1.2.7 Discounted Guided Hikes**

Receive a discount on all hikes guided by Kirsty.

### **1.2.8 20% Merchandise Discount**

Save 20% on Seek Sista shop products.

### **1.2.9 Monthly Seek Sista Newsletter**

Stay inspired with news, outdoor tips, and event updates each month.

### **1.2.10 Membership Options & Auto-Renewal**

Plus Perks Membership is available in two payment options:

**1.2.11 Quarterly:** \$30 per quarter, auto-renewing every three months until cancelled. You will receive a reminder 7 days before each renewal date to give you the option to cancel before the next renewal date.

**1.2.12 Annual:** \$110 per year, auto-renewing each year until cancelled.

## **2. BEFORE PURCHASE**

### **2.1. Things you need to know before purchasing a Membership**

- 2.1.1. you need to be over 18;
- 2.1.2. please give us complete and accurate information, and let us know if anything changes;
- 2.1.3. you need to use any special offers or gift codes or coupons at the time of purchase; they can't be applied after the fact; and
- 2.1.4. you need to have adequate technology set up and internet access make use of the Membership. We use Facebook, our Membership portal and Zoom video conferencing.

### **2.2. You promise us that:**

- 2.2.1. you will sign a waiver every time you register for an event hosted by Seek Sista or a partner outdoor activity provider;
- 2.2.2. you have read and agree to abide by the community rules;

- 2.2.3. you are in good physical and mental health for the activities that you sign up for;
  - 2.2.4. if you are being treated for any injuries or conditions, you will provide a letter of consent from your healthcare practitioner before participating in any activities; and
  - 2.2.5. you agree to notify Seek Sista immediately if your health status changes in any way that could affect your participation in activities or events.
- 2.3. Things you should know about information you receive during your Membership Services:
- 2.3.1. The Materials we provide are designed to be general in nature, to provide a strong foundation for all. However, everybody's situation and goals are unique so we cannot guarantee that your desired outcome will be met;
  - 2.3.2. The Membership can be very subjective, and what may be pleasing to some may not for others. Whilst we will try to work and accommodate all, we cannot always please everyone.
  - 2.3.3. Some sessions can be emotionally and personally challenging; and discussions can be confronting;
  - 2.3.4. The Materials we provide are not a substitute for independent professional health or medical advice. Participation in our Online Membership is voluntary and is always at your sole risk. You are responsible at all times for your safety and wellbeing. We are not an emergency service, and are not your doctor, counsellor, psychologist, psychiatrist, or other health professional. You must always seek proper advice from a professional regarding any diagnosis, assessment, or treatment. We are not liable for any Loss or Damage suffered in connection with your participation in any Online Membership or reliance on any health or medical "advice".
- 2.4. Acknowledgements you make when purchasing a Membership Services**
- 2.4.1. Whilst we aim to do our best, please be aware that there could be:
    - 2.4.1.1. occasional errors or omissions in Online Membership Services descriptions, prices, availability, and promotions;
    - 2.4.1.2. some Membership with limited places, and some that are limited to certain regions or groups of people; and
    - 2.4.1.3. technical problems downloading Materials and using online software.
  - 2.4.2. Except as required by law, we cannot guarantee the accuracy of the information, or the availability of the Membership.
  - 2.4.3. During your Membership we will make recommendations of third-party providers offering various products or services and provide you with discounts. Whilst we aim to make good recommendations, if you purchase from the third-party provider that is a contract between you and the third-party provider, and we are not involved. Therefore, you must direct any product or service concerns, requests for refunds or other feedback to the third-party provider. We do not guarantee any discounts or offers.
- 2.5. Payments**
- 2.5.1. The Membership Fee is automatically deducted from your nominated payment method unless you or we cancel your Membership in accordance with the cancellation or termination terms below.  
You authorise us to:
    - 2.5.1.1. deduct the Membership Fee and all other accrued and owing fees from your debit or credit card; and
    - 2.5.1.2. deduct any applicable currency conversion fees or financial service provider fees where relevant.

- 2.5.2. You must ensure that sufficient funds are available in your nominated account to meet any withdrawals made by us on their scheduled due dates. Where payment is defaulted or not received, you authorise us to debit any outstanding funds from your nominated account, without the need for notifying you.

### **3. AFTER PURCHASE**

- 3.1. After purchasing your Membership Services, there are a few more things you should know:
  - 3.1.1. please maintain the confidentiality of your login and password for your account;
  - 3.1.2. please contact us by email at if you have any difficulty downloading any Materials, or if you have issues with your Membership and want to request a refund;
  - 3.1.3. please ask our prior written consent before any publication of information about us; and
  - 3.1.4. if there is a dispute, please keep all communications confidential.
- 3.2. You also must not allow any other people to use the Materials or your account or to reproduce, duplicate, copy, sell, re-sell or exploit the Materials in any way.

### **4. We have group sessions where you can be part of our community but please follow our rules**

- 4.1. We love it when our participants engage with us and each other in the community. However, we do have some rules that we ask everyone to follow:
  - 4.1.1. we ask that you be respectful to your fellow participants. We want to maintain a positive and supportive learning environment for everyone, so please refrain from any disruptive or disrespectful behaviour;
  - 4.1.2. if you do become disruptive or disrespectful, we may need to exclude you from any group sessions or events to ensure that everyone else can continue learning and engaging in a safe and respectful environment;
  - 4.1.3. please don't directly contact other participants without their consent. Any interactions with other participants are solely at your own risk. We want everyone to feel comfortable and safe during the program, so please be mindful of others' boundaries and privacy.

### **5. Acknowledgements you make in relation to privacy and confidentiality**

- 5.1. we understand that during the group sessions, you and others may share personal or sensitive information. We want to ensure that everyone feels safe and supported, so we ask that you keep all information shared during the sessions confidential and not share it outside the group;
- 5.2. we also kindly ask that you do not record any group sessions, as this could compromise the confidentiality and privacy of all participants;
- 5.3. we take your privacy seriously and we will not disclose any Confidential Information unless we are required to by law. You can find more information about how we handle personal information in our Privacy Policy;
- 5.4. we want to remind you that while we encourage confidential communication, we cannot guarantee that the delivery of your Membership Services and any Materials will be completely secure. We are committed to making every effort to maintain your privacy and confidentiality while accessing online technology, but there is always some degree of risk involved.

## **6. Posting rules**

- 6.1. We want our community to be a welcoming and respectful place for all participants. To ensure this, we kindly ask that you do not post any content that could be deemed inappropriate or offensive, such as anything that is threatening or abusive.
- 6.2. Additionally, we ask that you refrain from posting any content that is immoral, illegal, or that breaches the rights of any third party, including their intellectual property or privacy rights. Please also avoid posting content that impersonates others or misleads us or other participants.
- 6.3. Please keep in mind that you are responsible for the accuracy, completeness, and timeliness of all your posts. While we are not responsible for any of your posts or those of other participants, we reserve the right to edit or remove any content that violates our rules or is deemed objectionable.
- 6.4. By posting in our community, you grant us permission to use your posts and you waive any Moral Rights in those posts. We value your contributions to our community and appreciate your cooperation in maintaining a safe and respectful environment. Where we want to use your posts for any other purpose such as marketing, we will obtain your further permission.

## **7. Acknowledgement you make in relation to emergencies and crisis situations**

- 7.1. You acknowledge and agree that we are not paramedics or emergency doctors, crisis counsellors, and are not readily available for these situations. If you are experiencing a crisis, you must contact an emergency service.
- 7.2. In some circumstances we may need to suspend or even terminate a group session where a participant is experiencing a crisis. Where we see any risk to a participant's safety, we will immediately terminate the session. In this event, we will reschedule the group session to another convenient time. In the event that you experience a crisis during your Membership or during a session, we will refer you to appropriate service and you agree to seek assistance immediately.

## **8. Acknowledgement you make in relation to events**

- 8.1. We may record the events that you take part in, like with audio, video, or photographs, to use for our marketing or information purposes. By participating in these events, you agree to let us have the Copyright in all the recordings where you might appear, whether it's a full or partial shot, or if your image is changed or added to. You won't have a say in how the recordings are used, or get to approve of them, so if you don't agree, you will need to let us know prior to any events.

## **9. Your commitment**

- 9.1. To get the most benefit out of the Membership Services, you should:
  - 9.1.1. actively join our events and we ask that you give us at least 48 hours' notice if you need to cancel. If you don't, you might lose priority access to events for one month;
  - 9.1.2. maintain a respectful, inclusive, and supportive community. This means following our guidelines at events, on social media, and in our forums to ensure everyone feels welcome and valued.
- 9.2. You acknowledge and agree that you are solely responsible for your own success and outcomes during your Membership.

## **10. Things we'd love you to do after purchasing a Membership Services**

- 10.1. We love hearing from you about your experience with us. If you have any photos, videos, testimonials, and/or case studies we'd be thrilled if you would share them with us! We

may even use them for marketing and information purposes, publications, exhibitions, and professional awards across print or digital mediums, including our social media channels.

- 10.2. However, please note that by providing us with photos, videos, testimonials, and/or case studies you assign copyright ownership to us. This includes all copyright and any other rights under the *Copyright Act* 1968 and the right of reproduction either wholly or in part. If you provide content but subsequently want to revoke permission to use it, it is your responsibility to notify us immediately [at kirsty@seeksista.com.au](mailto:kirsty@seeksista.com.au).

## **11. If you need to cancel your Membership Services**

- 11.1. When you join, you're committing to a quarterly membership fee of \$30.
- 11.2. Your membership renews every 3 months. While fees are non-refundable once renewed, you're free to cancel any time before renewal to avoid being charged.

## **12. Event Cancellation Policy**

- 12.1. In the event that we cancel or reschedule an event organised by Seek Sista (eg. community 2-hour walks), members will be notified as soon as possible. Members will have the option to receive a full refund or credit towards a future Seek Sista event if applicable. If a member cancels their attendance less than 48 hours before the event without valid reason, they will not receive a refund or credit and may lose priority access for one month.
- 12.2. For events organised by third parties, the cancellation and refund policy will be determined by the third party. Seek Sista will assist in facilitating communication between the member and the third-party organiser but will not be held liable for any third-party cancellation policies.

## **13. OTHER MATTERS YOU SHOULD BE AWARE OF**

- 13.1. We may change information on our Website;
  - 13.1.1. Except as required by law, we may change information about your Membership Services, promotions, prices and availability and any other information on our Website.
- 13.2. We comply with the Australian Consumer Law:
  - 13.2.1. Our Membership Services come with guarantees that cannot be excluded under Australian Consumer Law. For major failures with the Membership Services, you are entitled to cancel this Agreement with us; and to a refund of the unused portion, or to compensation for its reduced value.
  - 13.2.2. You are also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure you are entitled to have problems with the service rectified in a reasonable time, and, if this is not done, to cancel our Agreement and obtain a refund for the unused portion of the Agreement.
- 13.3. Except as required by law we do not warrant the quality of the Membership Services or warrant that they will meet your expectations. We do not provide refunds for changes of mind, where you fail to provide us with adequate information, where you can no longer benefit from the Membership Services or where you fail to comply with our instructions.
- 13.4. If we need to cancel the Membership Services, we will provide a refund
  - 13.4.1. On occasion we may cancel a Membership Service where we are no longer able to provide it. In these or similar circumstances where we have to cancel, we will provide you with a pro rata refund. On occasion we may also need to change times or dates of sessions included in the Services at short notice or even cancel parts of the Services. We will notify you as soon as possible of any changes.

- 13.5. We can refuse to serve you and provide Membership Services at any time
- 13.5.1. We may change, or stop providing our Membership Services, Website and Services at any time. We may also stop you using our Website and Services and disable your ability to purchase of our Membership Services and any account and revoke your permission to use any Materials if you breach this Agreement. We are not responsible to you for any changes, or if we suspend or stop our Membership Services Service.

#### **14. INTELLECTUAL PROPERTY**

- 14.1. We own or have permission to use all the Intellectual Property Rights in our Materials. However, we're happy to give you permission to use our Materials for your personal use during your Membership Services. You can't use our Materials for any commercial purposes without our prior written consent. If you want to use our Materials for anything other than personal use, you'll need to get in touch with us at [kirsty@seeksista.com.au](mailto:kirsty@seeksista.com.au). We may ask you to pay a fee for these, and we'll need you to acknowledge our moral rights under the *Copyright Act 1968*.

#### **15. RELIANCE ON ADVICE DISCLAIMER**

- 15.1. Sometimes the information in our Materials may not be 100% accurate. We always try to make sure that the information is correct, but sometimes there may be mistakes or differences of opinion. The advice may also be based on historical information or laws that have since changed. Because of this, we can't guarantee that the advice we give is completely accurate or up to date. However, we promise to exercise due care in giving you the most accurate and useful information we can.

#### **16. LIABILITY AND INDEMNITY**

- 16.1. To the maximum extent permitted by law, we are not liable for any Loss or Damage arising from your use of our Website and Services or any Membership Services, including, but not limited to, any errors or omissions, price changes or discontinued Membership Services, your reliance on any of our information, any visitor posts and content, any links to third party websites, any interruptions, any changes, suspension or termination of our Website and Services.
- 16.2. To the extent which we are entitled to do so, our liability under the Australian Consumer Law will be limited, at our option to:
- 16.2.1. the replacement of the Membership Services or the supply of an equivalent services; or
- 16.2.2. the payment of acquiring an equivalent Membership Services.
- In any case, our liability to you will not exceed the amount of \$100.
- 16.3. You agree to indemnify us, and to keep us indemnified from any Claim arising out of or in connection with your breach of this Agreement, including, but not limited to where you provide incorrect information, any breach of the group session and posting rules, and any breach of our Intellectual Property Rights.

#### **17. FORCE MAJEURE**

- 17.1. Where there is a Force Majeure Event, we will not be considered in breach of this Agreement, to the extent which our obligations are unable to be performed by such an event. We will not incur any liability to you for any Loss or Damage of any nature incurred or suffered in connection with any Force Majeure Event.

## 18. IF THERE IS A DISPUTE

- 18.1. In the event of any dispute that cannot be resolved, both parties agree to obtain an independent professional arbitrator/dispute resolution specialist to make a determination on the dispute and each party agrees to pay their own costs.

## 19. OTHER

- 19.1. This Agreement is to be construed in accordance with the laws of NSW, Australia, and you and we submit to the jurisdiction of the courts of NSW, Australia. This is the entire agreement between you and us, and supersedes any prior agreements, proposals, and communications whether oral or written, between you and us. In the event of an inconsistency between the terms in this document, and other terms and conditions on our Website, these terms prevail. No other term is to be included in this Agreement except where it is required to be included by law. The failure by us to exercise any right or enforce any provision in this Agreement does not waive the future operation of that right or provision. In the event that a provision in this Agreement is not enforceable, such provision shall be severed from this Agreement to the extent permitted by law, and the remaining provisions will remain in full force and effect. All obligations and liabilities in this Agreement survive termination of this Agreement.

## DEFINITIONS

**Australian Consumer Law** means Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

**Agreement** means these terms, and the general website terms and conditions and all other terms and conditions and policies published or linked to on our Website.

**Claim** means any claim, under statute, tort, contract or negligence, any demand, award, or costs.

**Force Majeure Event** means any event beyond our control which prevents us from complying with our obligations under this Agreement, including but not limited to a pandemic, act of God, such as fires, earthquakes, floods; war or hostilities, riots, strikes, disorder, or acts or threats of terrorism, or electrical failure, changes to regulations, weather events, travel limitations, venue closures.

**Intellectual Property Rights** means all copyright, trademarks, design rights, patents, trade secrets and confidential information whether registered or unregistered.

**Loss or Damage** means any direct, indirect, incidental, punitive, special, or consequential loss or damages of any kind, including but not limited to, any loss of profits, revenue, savings, loss of data, loss of enjoyment, virus to systems, personal injury, death, property damage and legal costs.

**Materials** means any of our materials, and includes diagrams, documents, photographs, videos and worksheets, and anything provided to you during your membership.

**Membership Services Fee** means the Membership Services fee as advertised on our website from time to time.

**Membership Services Period** means annual membership period after trial period of 4 weeks.

**Membership Services** means the Roam Free and Plus Perks. It also includes all Materials.

**Minimum Term** means the minimum term of your Membership Services before you can cancel which is Minimum Term for Membership. The minimum term is 3 months from the start of your membership. After this period, members may cancel their membership at any time.

**We, us, or our** means Kirsty Curnow Seek Sista [ABN 89449558843] and includes any of our directors, officers, employees, agents, partners, contractors.

**Website and services** mean [seeksista.com.au](https://seeksista.com.au), and everything available on this website including, but not limited to, all Membership Services.