hazel@thebetteredit.com thebetteredit.com

Terms and conditions for online courses and tools

2026

You and the Service Provider enter an agreement pursuant to, and in accordance with, these terms and conditions and agree as follows:

1. Definitions

Unless the context requires otherwise and unless explicitly defined elsewhere in this Agreement, capitalized terms and expressions in this Agreement are defined terms and expressions which shall have the following meaning:

(a) 'Agreement' means these terms and conditions together with the contents of the Registration Form (upon submission by You);

(b) 'Confidential Information' means, in relation to a Party, all information (whether the information is in oral or written form or is recorded in any other medium):

(i) about or pertaining to the business of that Party, its affiliates, or their respective clients, suppliers, or business associates (including but not limited to information on products, technology, IT operations, intellectual property rights, know-how, financial information, and personal data), which is disclosed to the other Party, its affiliates or their respective personnel or contractors (or personnel of a contractor), or which is acquired by or otherwise comes to the knowledge of the other Party) in connection with the Course Content;
(ii) the contents of this Agreement;
(iii) all information identified by a Party as confidential; and
(iv) all other information of which the other Party knows or should reasonably know to be of a confidential nature;

(c) 'Course Content' means all content made available to You which includes, but is not limited to, text, images, photos, posts, logos, marks, graphics, designs, files, services, products, videos, audio, software, applications, computer code, metadata, downloads, and all other information and materials on and contained in the Platform or otherwise by or on behalf of the Service Provider to educate You on the courses provided by the Service Provider;

(d) 'Parties' means You and the Service Provider;

(e) 'Party' means either of the Parties;

(f) 'Platform' means the platform 'Thinkific' used by the Service Provider on which the Course Content is made available to You;

(g) 'Registration' means the moment You submit the Registration Form and create Your Account;

(h) 'Registration Form' means the registration form provided via the Platform or otherwise to You by the Service Provider to register for access to the Course Content;

(i) 'Service Provider' means Hazel Bird, acting in the name of the general partnership Hazel Bird and Matthew Wood (also trading as The Better Edit or Edit Better);

(j) 'You' or 'Your' means any (natural or legal) person who has agreed to and is, therefore, bound by this Agreement.

2. Age

2.1 You represent and warrant that:
(a) You are at least 18 years of age; or
(b) if You are the age of 13 years or older but younger than the age of 18 years, You have been given the prior consent (one of) Your parent(s) or legal guardian(s), to enter this Agreement.

2.2 The Service Provider makes no representation that the Course Content is available or appropriate for use by individual persons below the age of 18.

2.3 If You are younger than the age of 13 years, the Service Provider does not permit You to access Your Account, the Platform, or the Course Content.

3. Account

3.1 In order to access the Platform and the Course Content, You are required to create a user account at Registration (hereinafter referred to as; Your 'Account').

3.2 By creating Your Account, You represent and warrant that all information provided for the creation of Your Account is accurate, complete, and current. You agree to maintain and update, as soon as reasonably possible, Your Account information so that it remains accurate, complete, and current.

3.3 In order to create Your Account, You may be required to choose a username and/or password. You are responsible for keeping Your username and password confidential.

3.4 Your Account may be used by You only. You may not provide access to Your Account or in any way make Your Account or any information relating to Your Account, including, but not limited to, Your username and password, available to any third party.

3.5 Regardless of whether a third party is or was authorized by You to access or use Your Account, You are and remain at all times responsible for any and all use of Your Account and that any and all use of Your Account is fully compliant with the provisions of this Agreement.

3.6 You acknowledge and agree that the Service Provider may rely on the username of Your Account, if applicable, to identify You.

4. (Un)permitted use and communications

4.1 You are granted a non-exclusive, limited, revocable, non-transferable, non-sublicensable license to use the Course Content for Your own personal, non-commercial, informational and educational use and insofar as You do not violate any copyright, trademark, and other intellectual property or proprietary rights (hereinafter referred to as; the 'License').

4.2 Any intellectual property rights remain exclusively vested in the Service Provider, its licensors, or its suppliers.

4.3 You acknowledge and agree that You are not permitted to:
(a) share, edit, modify, copy, reproduce, enhance, reverse engineer, (re)distribute, transfer, transmit, sell, resell or in any way exploit the Course Content;
(b) collect or use descriptions or prices of the Course Content; or
(c) make any derivative use or create derivative works of the Course Content,
whether free or paid, without the express consent of the Service Provider given by email or written agreement.

4.4 You shall not use the Course Content to teach any third party or publish on any platform, any of the information, methods, solutions, or formulae contained in or derived from the Course Content.

4.5 You may use the Platform and the Course Content exclusively for Your own use and for lawful purposes. You agree not to:
(a) use or distribute any kind of malicious software, data gathering or extraction tools, or harmful information or material on the Platform, including, but not limited to, robots, data mining, computer viruses, or spyware;

(b) make any attempts to hack or gain unauthorized access to any part of the Platform; and/or
(c) send unauthorized or unsolicited material or cause disruption in the operation and/or functionality of the Platform.

4.6 You shall be liable for damages resulting from the breach or violation of any provision contained in this Agreement.

5. Responsibilities, disclaimers, representations and warranties

5.1 The Course Content, Your Account, and the Platform are provided ‘as is’ and ‘as available’.

5.2 The Course Content is facilitated through the Platform. It is Your responsibility to ensure that You have the proper technology, hardware and software, along with access to Wi-Fi, to be able to access and use the Platform and the Course Content.

5.3 The description of the Course Content is intended to indicate only the general nature of the Course Content and does not guarantee the content.

5.4 The Service Provider is not responsible if you fail to meet the requirements for the Course Content. You are responsible for allocating sufficient time to allow you to successfully complete the Course Content.

5.5 The Course Content is for informational and educational purposes only. The Course Content is general information and is not, and should not be, construed as, any kind of professional advice. These are the personal opinions of the Service Provider only.

5.6 Your use of the Course Content does not establish any kind of professional–client relationship with the Service Provider.

5.7 You use this information at Your sole risk. The Service Provider is not and will not be responsible or liable for Your reliance on the information.

5.8 The Service Provider makes no representations, guarantees, or warranties regarding potential income or business results that may result from the Course Content, and the Service Provider specifically disclaims any and all warranties relative to earning potential or business results.

5.9 The Service Provider does not represent, warrant, or guarantee that the Course Content, Your Account, or the Platform will be true, accurate, complete, current, or free from errors or omissions.

5.10 The Service Provider is not responsible for: (i) the effectiveness of the Course Content, Your Account, or the Platform; (ii) any results in relation to or outcomes from the Course Content, Your Account, or the Platform; or (iii) any decisions made by You or any other third party based on the Course Content and/or any results in relation to or outcomes from the Course Content. The Service Provider does not represent, warrant, or guarantee the effectiveness of the Course Content, Your Account, or the Platform or the results in relation to or outcomes from the Course Content. The Service Provider's comments about the effectiveness of the Course Content and/or result(s) and/or outcome(s) are expressions of opinion only.

5.11 You acknowledge that the Service Provider cannot make any such representations, warranties, or guarantees mentioned in this clause 5 and that You cannot hold the Service Provider liable in relation to: (i) errors or omissions; (ii) the effectiveness of the Course Content, Your Account, or the Platform; (iii) any results in relation to or outcomes from the Course Content; or (iv) any decisions made by You or any other third party based on the Course Content and/or any results in relation to or outcomes from the Course Content.

6. Course content changes, updates and add-ons

6.1 The Service Provider reserves the right to amend, change, alter or modify the Course Content at its discretion.

6.2 The Service Provider may update any of the Course Content and/or add new course material to the Course Content from time to time. When the Service Provider makes any updates to the Course Content and/or adds new course material to the Course Content, such updates and/or new course material are included in the Course Content You were provided at the moment of Registration. You will receive access to the updated version of the Course Content or new information and/or materials.

6.3 The Service Provider may offer additional course material to supplement the Course Content to You at an additional fee, from time to time, in which case such additional course material becomes part of the Course Content, and this Agreement shall apply to the additional course material.

7. Third-party resources and websites

7.1 The Platform and/or Course Content may contain links or references to third-party websites or resources originating from third parties. The Service Provider does not own or control these third-party websites.

7.2 You agree that the Service Provider is not responsible or liable for the correctness, accuracy, or completeness of any content or information presented on these third-party websites and/or in the resources provided by third parties.

7.3 You assume any and all risks for visiting and/or using these third-party websites and/or resources originating from third parties, and any and all transactions between You and these third parties are exclusively between You and the relevant third party. The Service Provider is not liable for any damages resulting from or relating to Your use of these third-party websites or resources originating from third parties.

7.4 The Service Provider may partner with other businesses and/or become part of one or more affiliate marketing program(s) whose products and/or services are advertised or promoted on the Platform and/or on the Course Content in exchange for commissions, affiliate fees, referral fees, and/or financial rewards when You purchase those products and/or services through the affiliate links.

7.5 The Service Provider may also recommend or promote other products, services, persons and/or businesses, but such reference is not intended to be an endorsement and/or statement that such information provided is accurate. The Service Provider recommends such products, services, persons and/or businesses based on its personal experiences.
However, it is at all times Your responsibility to conduct Your own research and due diligence to ensure You have complete and accurate information about such products, services, persons and/or businesses.

7.6 These affiliate and/or third-party relationships in no way compromise the integrity of the Course Content. You are not obligated to click on these affiliate links and/or third-party links to purchase those products or services being offered. These affiliate and/or third-party programs are selected based on personal experiences and assist in the growth of the Service Provider, so the Service Provider can continue to provide valuable and substantive information on the Platform.

7.7 Although the Service Provider may provide affiliate and/or third-party links on the Platform or in the Course Content for Your convenience, the Service Provider has no control over these third-party websites. Those affiliates and third parties are solely responsible for their own information and content presented. Therefore, the Service Provider and/or anyone else working with or for the Service Provider cannot be held responsible and/or liable for any content presented on these third-party websites and for any damages, losses or other costs resulting from them.

8. Fee

8.1 As consideration for access to Your Account, the Platform, and the Course Content, You agree to pay the Service Provider a total payment as listed in the description of the Course Content at the time of Your purchase (hereinafter referred to as; the 'Fee').

8.2 All amounts stated in this Agreement are exclusive of any sales or value-added taxes chargeable unless explicitly stated otherwise. If any sales or value-added taxes are chargeable, you shall pay to the Service Provider, in addition to the Fee, an amount equal to the amount of the applicable taxes.

9. Payment

9.1 The Fee must be paid immediately at the moment of Registration. You may only pay the full Fee at Registration. Payment in instalments is not permitted.

9.2 Registration is not complete, and You will not have access to the Course Content until the Service Provider has received full payment of the total Fee.

9.3 Any payments under this Agreement are made by the method(s) offered by the Service Provider on the purchase web page for the Course Content.

9.4 You authorize the Service Provider to charge the credit card or account chosen by You to complete all payments under this Agreement, and You do not require separate authorization for each payment.

9.5 If You fail to tender full and/or timely payment of any payment owed to the Service Provider, including, but not limited to, the Fee, or if a payment is cancelled or charged back, the Service Provider reserves the right to suspend Your access to the Course Content until the Service Provider has received any payment(s) due in full.

10. Refund policy

10.1 You waive and consent to the waiver of any and all rights to any applicable statutory 'cooling-off period', 'withdrawal period', or any other cancellation and/or refund rights under applicable law insofar as the refund policy in this clause 10 deviated from such rights. The Service Provider is under no obligation to grant You a refund.

10.2 If You cancel or terminate this Agreement, You shall not be refunded.

11. Access restriction

The Service Provider reserves the right to, at the Service Provider's sole discretion, completely or partially, refuse, suspend, remove, restrict Your access to the Platform and/or the Course Content and/or revoke and/or terminate Your use of the Platform and/or the Course Content, any licenses and/or Your Account, at any time, without notice if the Service Provider either knows or suspects You have or shall breach any of Your obligations under this Agreement.

12. Term and termination

12.1 This Agreement is effective, and You receive access to the Course Content and the Platform as per the moment of Registration and continue:
(a) for as long as the Course Content is available on the Platform; or
(b) until You cancel this Agreement; or
(c) until the Service Provider terminates this Agreement in accordance with this clause 12.

12.2 The Service Provider shall be entitled to terminate this Agreement by email to You with immediate effect and thus without observing a notice period and without being liable or any compensation being due if:
(a) any payment that is due under this Agreement has not been received by the Service Provider in full and on time;
(b) You breach any of Your obligations under this Agreement;
(c) the Course Content is no longer available on the Platform; or
(d) necessary to satisfy any requirements, conditions, guidelines, or opinions contained in any directive, order, opinion, or ruling of a public authority.

12.3 If this Agreement is terminated or cancelled, which termination or cancellation can only occur on the basis of and in accordance with the relevant provisions of this Agreement, then:
(a) the License shall be revoked with immediate effect upon termination;
(b) Your Account shall be terminated;
(c) access to the Platform and the Course Content by You shall be revoked and terminated;
(d) You shall cease and abstain from the use of and delete the Course Content from any location You have shared or stored the Course Content;
(e) all rights and obligations of the Parties under this Agreement shall end and become ineffective, except for:
(i) the rights and obligations accrued before that date;
(ii) any rights and (payment) obligations of or pursuant to clauses 9 (Payment & access); and
(iii) any rights and obligations of or pursuant to clauses 13 through 26, which will remain in full force and effect after termination of this Agreement; and
(f) such termination shall be without prejudice to any rights a Party may have vis à vis the other Party in connection with a breach of any provision of or obligation under this Agreement occurring prior to their termination.

12.4 If this Agreement is terminated due to any of the reasons listed under clause 12.2(a) or 12.2(b), the Service Provider is entitled to refuse You access to any other courses, (digital) products and/or services at the Service Provider's sole discretion.

13. Non-disparagement and prohibited use

13.1 You agree not to disparage the Service Provider's brand, products, services or persons working for or employed by the Service Provider.

13.2 You agree that You will not make any unsubstantiated claims that will ruin the business reputation of the Service Provider.

13.3 You shall not use the Course Content or any information or materials in relation to the Course Content, the Service Provider, and/or this Agreement in any way that:
(a) is illegal, infringes or violates the rights of anyone;
(b) is offensive, obscene, defamatory, abusive, profane, hateful, vulgar, obscene, libellous, pornographic, political, threatening, derogatory, upsetting, insulting, misleading, discriminatory, sexist, racist or harmful to anyone in any way;
(c) disparages or discredits a Party;
(d) encourages or advocates conduct that constitutes a criminal offence, giving rise to (civil) liability or otherwise violates any law;
(e) is likely to cause confusion among third parties;

(f) portrays or insinuates any endorsement or sponsorship of a Party or its products or services by the other Party or in any other way portrays or insinuates that a Party supplies or approves of the other Party or its products or services; or
(g) portrays or insinuates any special relationship between the Parties.

13.4 You shall not misrepresent or embellish Your relationship with the Service Provider (including, but not limited to, by expressing or implying that the Service Provider supports, sponsors, or endorses You) or express or imply any other type of relationship between the Parties except as expressly permitted by this Agreement or agreed by written agreement or email between the Parties.

14. Limitation of liability

14.1 Your visit to and use of the Course Content and the Platform is at Your exclusive risk. You are exclusively responsible for the accuracy and correctness of the personal and other information You provide, the outcome of Your actions, Your results, and all other actions in connection with the Course Content and the Platform.

14.2 The Service Provider and anyone else working with or for the Service Provider is not responsible, nor is the Service Provider liable, for any damages resulting from:
(a) any errors, delays, bugs, or omissions on the Platform, interruption in operation and Your use of the Platform, failure of performance of any kind, website attacks, including, but not limited to, viruses, malware, malicious code, hacking of information, and any other system failures;
(b) any loss of income, revenue, profits, use, data, business, and/or any goodwill related to the Platform;
(c) any theft of and/or unauthorized access to Your information by any third party, regardless of the Service Provider's negligence; and
(d) any use or misuse of any Course Content.

14.3 Without prejudice to clause 14.6, the Service Provider's aggregate liability is limited to the Fee, excluding sales taxes, value-added taxes, and any other taxes actually paid by You to the Service Provider and actually received by the Service Provider under this Agreement.

14.4 Without prejudice to clause 14.6, the Service Provider is not liable for indirect damages or loss, including, but not limited to, consequential, incidental, special, or exemplary damages, or any loss of revenue, profits, savings, business opportunities, use, data, goodwill, or any loss due to business interruption.

14.5 You waive any right or remedy in equity, including, but not limited to, the right to seek specific injunctive, performance or other equitable relief, in connection with the Platform, Your Account, the Course Content or this Agreement.

14.6 Nothing in this clause 14 shall operate to limit liabilities in the event of fraud, wilful misconduct, gross negligence or any (other) liabilities that cannot be limited under applicable law.

15. Indemnity

15.1 You agree to indemnify and hold the Service Provider and/or anyone else working with or for the Service Provider harmless from all damages, losses, claims, actions, demands, suits, proceedings, or judgments, including costs, expenses and attorneys' fees assessed against or otherwise incurred by the Service Provider arising, in whole or in part, from:
(a) actions and/or omissions, whether done negligently or otherwise, by You or Your Account, Your agents, directors, officers, employees, and/or representatives;
(b) use of the Course Content, the Platform or Your Account by You;
(c) violation of any laws, regulations, rules, or ordinances by You or Your Account;
(d) violation of any provisions of this Agreement by You or Your Account or anyone related to You; and/or
(e) infringement by You or Your Account of any intellectual property rights or other third-party rights.

15.2 The Service Provider will notify You as soon as reasonably possible of any such claims, damage, and/or liability. The Service Provider reserves the right to defend such claim, damage, and/or liability at Your expense. If requested, You will fully cooperate and provide assistance to the Service Provider to defend any such claims without any cost.

16. Confidentiality

16.1 You shall use Confidential Information solely for the purposes described in this Agreement and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information for other purposes without the prior consent of the Service Provider given by email.

16.2 You acknowledge that the Confidential Information of the Service Provider, its affiliates, and third parties is strategic, commercially sensitive, and valuable and that the improper disclosure or use thereof will cause serious damage and loss to the Service Provider.

16.3 The restrictions in this clause 14 shall not apply if and to the extent the information is or becomes available to the general public other than by disclosure by You in violation of this Agreement.

16.4 You shall have no obligation with respect to Confidential Information to the extent, but only to the extent, that such information is required or requested to be disclosed by applicable laws, provided that You, to the extent practicable and permitted, promptly notify the Service Provider of such request or requirement.

16.5 For the purposes of this clause 14, disclosures relating to Confidential Information that are specific shall not be deemed to be within the foregoing exceptions merely because they are embraced by more general disclosures in the public domain, in Your possession, or received from a third party. In addition, any combination of features shall not be deemed to be within the exceptions merely because the individual features are in the public domain, in Your possession, or received from a third party unless the combination itself and its principle of operation are in the public domain, in Your possession or received from a third party.

16.6 You shall notify the Service Provider as soon as reasonably practicable of any unauthorized use, or attempted use, of the Service Provider's Confidential Information, and provide all information necessary to assist the Service Provider in any investigation it considers necessary, including for the purposes of mitigating damages, any claim, or the prevention of a recurrence. Additionally, You undertake Your best efforts to prevent a recurrence to the extent this is within Your control.

17. Personal data

The Service Provider only uses Your personal data for the purposes set out in this Agreement. The Service Provider shall ensure it complies with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data. For more information on how Your personal data is used and stored by the Service Provider, please refer to the Service Provider's privacy policy which You can find at www.thebetteredit.com.

18. Communication

18.1 Any notice, request, consent, invoice, claim, demand, or other communication between the Parties in connection with the Course Content, the Platform or this Agreement must be sent by email in English to the following email addresses set out for each of the Parties below:
(a) to the Service Provider: hazel@thebetteredit.com
(b) to You: the email address provided by You in the Registration Form,
or such other email address as a Party may notify the other Party by email.

18.2 Unless another means of communication is explicitly provided for in this Agreement, You shall not use any other means of communication, such as text messages, direct messages on social media platforms, (registered) postal mail, or phone calls, to communicate with the Service Provider unless the Service Provider has explicitly agreed to such other means of communication.

18.3 The Service Provider shall endeavour to respond to emails within two Business Days, which is a target and not a guaranteed service level. The Service Provider shall not be liable for failure to respond to emails within the aforementioned timeframe or the consequences arising therefrom, and any such failure shall not constitute a breach of this Agreement.

19. Electronic signature

This Agreement constitutes an electronic contract between You and the Service Provider with the full force and effect of a handwritten signature. The Parties enter into this Agreement by submission of the Registration Form by You by way of clicking on the 'Sign up' button on the Registration Form.

20. Entire agreement

This Agreement constitutes the entire agreement between the Parties relating to the Course Content and supersedes any earlier agreements between the Parties with respect to the subject made hereof, whether in writing (which includes email) or oral.

21. Amendments and modifications

This Agreement may be changed, modified, or amended by the Service Provider at any time and at the Service Provider's sole discretion by sending notice of such modification to You by email, effective as of the date of the email. Your continued use of the Platform and/or the Course Content following the effective date of such change will constitute Your acceptance of such changes, modifications, and/or amendments. If any such changes, modifications, and/or amendments are unacceptable to You, Your only recourse is to terminate this Agreement in accordance with clause 12.1.

22. Assignment

You may not assign or transfer the Course Content or any of Your rights or obligations under this Agreement unless agreed between the Parties by written agreement or email.

23. Enforceability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any such invalid or unenforceable provision shall be replaced or be deemed to be replaced with a provision that is valid and enforceable and reflects as closely as possible the intent of the invalid or unenforceable provision.

24. No waiver

No failure or delay by the Service Provider in exercising any right or remedy under or in connection with this Agreement shall impair any right or remedy or operate or be construed as a waiver of any right or remedy.

25. Choice of law

This Agreement and any non-contractual obligations arising out of or in connection with this Agreement shall be governed by the laws of England and Wales.

26. Dispute resolution and arbitration

26.1 Without prejudice to clause 26.2, all disputes arising out of or in connection with this Agreement or the Course Content, or further agreements resulting therefrom, shall be settled in accordance with the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules. The place of arbitration shall be England. The proceedings shall be conducted in the English language. No award or procedural order made in the arbitration shall be published.

26.2 If:
(a) You are registered in England or Wales; or
(b) a dispute is not subject to arbitration under clause 26.1 for whatever reason,
that dispute shall be settled in the competent courts located in England and Wales, and both Parties irrevocably consent to the exclusive jurisdiction and location of the competent courts in England and Wales, for the adjudication of all non-arbitral claims.

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