

Mamma Tribe

Terms & Conditions

Overview

This website is operated by MOVING KIDS MK trading as Mamma Tribe. Throughout the site, the terms “we”, “us” and “our” refer to Mamma Tribe. Marlize Grobler offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here. By visiting our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content. Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you must not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service. Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes. Our store is hosted on Systeme. They provide us with the online e-commerce platform that allows us to sell our products and services to you.

Section 1 – Online Store Terms

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site. You may not use our products for any illegal or unauthorised purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws). You must not transmit any worms or viruses or any code of a destructive nature. A breach or violation of any of the Terms will result in an immediate termination of your Services.

Section 2 – General Conditions

We reserve the right to refuse service to anyone for any reason at any time. You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or

devices. Credit card information is always encrypted during transfer over networks. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us. The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

Section 3 – Accuracy, Completeness and Timeliness of Information

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk. This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

Section 4 – Modifications to the Services and Prices

Prices for our products are subject to change without notice. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

Section 5 – Products or Services (if applicable)

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Refunds Policy. We have made every effort to display as accurately as possible the colours and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any colour will be accurate. We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited. We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

Section 6 – Accuracy of Billing and Account Information

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the email and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors. You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed. For more detail, please review our Refunds Policy.

Section 7 – Optional Tools

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools. Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s). We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

Section 8 – Third Party Links

Certain content, products and services available via our Service may include materials from third-parties. Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

Section 9 – User Comments, Feedback and Other Submissions

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments. We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service. You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libellous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false email address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

Section 10 – Personal Information

Your submission of personal information through the store is governed by our Privacy Policy. You can view our Privacy Policy here
- <https://www.mammatribe.co.za/pages/privacy-policy>.

Section 11 – Errors, Inaccuracies and Omissions

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order). We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

Section 12 – Prohibited Uses

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

Section 13 – Disclaimer of Warranties; Limitation of Liability

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free. We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable. You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you. You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement. In no case shall *Moving Kids MK, Marlize Grobler, Nika Grobler*, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in

such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

Section 14 – Indemnification

You agree to indemnify, defend and hold harmless *Moving Kids MK, Marelize Grobler, Nika Grobler* and our subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

Section 15 – Severability

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

Section 16 – Termination

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes. These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site. If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

Section 17 – Entire Agreement

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service). Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

Section 18 – Governing Law

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of South Africa.

Section 19 – Changes to Terms of Services

You can review the most current version of the Terms of Service at any time at this page. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

Section 20 – Courses/Programs/Services

Moving Kids MK provides Courses/Programs/Services, identified in online commerce shopping cart. As a condition of participating in these Courses/Programs/Services, you agree to be bound by and to abide by all policies and procedures set out in this Agreement, including those incorporated by reference.

As part of the Courses/Programs/Services (course dependent), Moving Kids MK shall provide the following to Client:

A Password Protected Program Area: Moving Kids MK (Mamma Tribe) shall maintain a Program Area that will include video, audio and written lessons, templates, planners, worksheets, checklists, slide decks and other training and support information. You shall have access to this Program Area for as long as the Program Area exists, however no less than 120 days from date of purchase. In the event that Marlize Grobler intends to close the Program Area, it shall provide clients with a 30 day notice and the ability to download the resources contained in the Program Area, which is what is referred to as “Lifetime Access” in our marketing materials.

Course/Program Participant Facebook Group: Mamma Tribe shall create and maintain a closed Facebook group specifically for students/members of the courses which were sold with this BONUS. These Facebook Groups (Members Only) shall be open to students/members for a period specified in the sales page of said course, beginning from the date of the purchase of said course by students. This is a community run group, meaning that students are encouraged to help each other. Marlize Grobler and her team is charged with overseeing the group and ensuring that it runs smoothly. Marlize Grobler and any of her team members will conduct live Question and Answer sessions via "zoom" (or similar), and make recordings available as part of the said course. At the completion of your course, access to the Facebook Group, Marlize Grobler shall reserve the right to remove you from this group.

From time to time, Marlize Grobler will offer bonuses to individuals who sign up for the Courses/Programs/Services. You shall be entitled to any bonuses offered to you

at the time of your enrolment. Bonuses are not guaranteed to be available for the entire lifespan of the Courses/Programs/Services and they vary depending on specific live and automated promotions throughout the year.

Section 21 – Fees

In consideration of Your access to the Courses/Programs, you agree to pay the fees as set out on the relevant sales pages, checkout pages and marketing materials.

You may choose between a single payment (due immediately on date of purchase) or monthly payments as set out on the relevant sales and checkout pages. If you select the payment plan, you must pay the first initial payment on the date of purchase and then your selected payment method will be automatically charged 30 & 60 days from initial purchase. If you opt for monthly payments, you will remain responsible for those payments unless you obtain a refund according to the Program's Refund Policy set forth below. You may not cancel or avoid these payments except through the Refund Policy. In the event that any payments are not made, Marlize Grobler has the right, without any notice, to immediately suspend your access to the Course/Program/Password Protected Program Area/Facebook Group.

Section 22 – Methods of Payment

If You elect for the payment plan, You hereby authorise the Company to charge your credit card or debit card automatically according to the terms set forth in the Fees section above.

Regarding recurring payments and outstanding invoices: If all eligible payment methods we have on file for you are declined for payment of your payment plan instalment fee, you must provide a new eligible payment method promptly or your program access will be removed immediately.

If you do not request a refund within the terms of the program with the required coursework at the time of your refund request, you are required by law to complete the remaining payments of your payment plan and you understand that your membership will automatically continue and you authorise us (without notice to you, unless required by applicable law) to collect any and all outstanding receivables, using any eligible payment method we have on record for your account.

Section 23 – Refunds Policy

Due to the DIGITAL NATURE of our products, there will be NO REFUNDS whatsoever for any of our products or Programs, including our MEMBERSHIP – Mamma Tribe. Please do not ask for any refund for any reason or circumstance. Our legal department will strictly enforce this policy.

Section 24 – Contact Information

Questions about the Terms of Service should be sent to us
at marlize@movingkids.co.za

MEMBERSHIPS & PROGRAMS

MEMBERSHIP SUBSCRIPTIONS:

Mamma Tribe: Wiskunde Ondersteuning vir Mammas GrR tot Gr6

Kleuterklas Juffie Tribe: Moving Kids Explore Kurrikulum

Moving Kids Maths for Minors: Wiskundeklasse vir Kleuters

Effective date: 1 January 2025

Updated:

By joining any of our Membership Subscriptions and/or Programs, you are agreeing to the following terms & conditions as stated below.

MEMBERSHIPS:

Mamma Tribe: Wiskunde Ondersteuning vir Mammas GrR tot Gr6

Kleuterklas Juffie Tribe: Moving Kids Explore Kurrikulum

Moving Kids Maths for Minors: Wiskundeklasse vir Kleuters

CANCELLATIONS, REFUNDS & RETURNS

All sales of digital products - downloadable upon confirmation of purchase - are FINAL, unless otherwise stated in a guarantee.

Section 23 Terms & Conditions – Refunds Policy

Due to the digital nature of these products, there will be NO REFUNDS whatsoever for any products or Programs, including our MEMBERSHIP Subscriptions.

Please do not ask for any refund for any reason or circumstance. Our legal department will strictly enforce this policy.

Return Policy on "instant download" type products:

Due to the nature of instant downloads, the Product/Service is NOT RETURNABLE, under any circumstances. All sales are final and all payments are NON-REFUNDABLE.

If you have any questions or problems, please let us know by contacting our support team directly. The support desk can be reached at: marlize@movingkids.co.za

CANCELATION POLICY

Month-to-month subscriptions

Payments for all members will draft every 30 days from the card information provided on file. This will be 30 days from the date you signed up so please note accordingly and ensure sufficient funds are available.

Failed Payments

If your initial payment does not process, you will be sent an email requesting your information to be updated within 2 days. After the second attempt, if your payment does not process your membership will be cancelled.

You may re-enrol in the future during open enrolment if desired, at the prevailing membership price.

Cancellation Policy

Monthly Subscriptions

Mamma Tribe: Wiskunde Ondersteuning vir Mammas GrR tot Gr6

Kleuterklas Juffie Tribe: Moving Kids Explore Kurrikulum

Moving Kids Maths for Minors: Wiskundeklasse vir Kleuters

Subscriptions created will NOT automatically cancel.

You may cancel your MONTHLY subscription at any time after the first full month of your subscription, by emailing us at marlize@movingkids.co.za

and following the instructions you receive. Once cancelled, you will no longer be charged going forward.

Payments for the next billing cycle will not be refunded, so please make sure to cancel 72 hours before your next payment is due.

No refunds will be issued for any monthly payments and monthly fees will not be prorated.

Upon cancellation of a month-to-month subscription, members will lose access immediately to all content, this includes access to the relevant Facebook Group.

PROGRAMS:

Mamma Tribe: Wiskunde Ondersteuning vir Mammas GrR tot Gr6

Kleuterklas Juffie Tribe: Moving Kids Explore Kurrikulum

Moving Kids Maths for Minors: Wiskundeklasse vir Kleuters

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If you have any questions or problems, please let us know by contacting our support team directly. The support desk can be reached at: **marlize@movingkids.co.za**

Month-to-month Program payments

Payments for all members will draft every 30 days from the card information provided on file. This will be 30 days from the date you signed up so please note accordingly and ensure sufficient funds are available.

Remember, that you are contractually obligated and agreed to a 3 month period of repayment or 6 month period of repayment.

Failed Payments

If your initial payment does not process, you will be sent an email requesting your information to be updated within 2 days. After the second attempt, if your payment does not process your program access will be cancelled until such time as you rectify the situation.

You may re-enrol in the future during open enrolment if desired, at the prevailing program price.

Cancellation Policy

Monthly Program Payments

Webinare and other Courses

You are contractually obligated to, and you have agreed to, a monthly payment plan over 3 months/ 6 months so there is NO CANCELLATION POLICY available to you.

Upon failure to pay on time, members will lose access immediately to all content, this includes access to the relevant Facebook Group until such time you have rectified the situation.

12 Week Program

If you have opted into the (Courses & Webinars) 12 week program on the Payment Plan:

3 x Monthly payments will be deducted as follows:

Payment 1: Immediately after purchase

Payment 2: 30 Days after purchase date

Payment 3: 60 Days after purchase date

When purchasing The Courses & Webinars Program you enter into a legal obligation to complete all the payments you agreed to when entering this transaction (see above Non-payment remedies).

There is no trial period and we do not allow cancellations and/or refunds for annual subscriptions before the expiry date.

Upon cancellation of a subscription, fully paid-up annual members will continue to receive Content purchased for the remainder of the 12-month period you originally paid for, and once the 12-month term ends, you will no longer have access to the Content, nor the relevant Facebook Group.

Please note: Lifetime access means the life of the program. If for any reason Marlice Grobler decides to retire the program you will get 90 days notice to download the training onto your personal device.

Contact Us

If you have any questions, concerns or complaints about any of our Memberships, please contact us:

- By email: marlize@movingkids.co.za
- By visiting this page on our website: <https://www.mammatribe.co.za/a1602f42>