HELPS ENTREPRENEURS CREATE AN EHTICAL, SOCIALLY RESPONSIBLE, AND MORE SUSTAINABLE BUSINESS

### **Terms of Use**

### **General Terms and Conditions**

This policy was last updated in January 2021.

Language: All communication is in English.

### Terms of Use

This website is owned and operated by Bradley Brown Consulting Ltd (the Company). These Terms set out the terms and conditions under which you may use our website and services offered by us. This website offers visitors and subscribers our unique blend of strategic business advisory, mentoring, coaching, and consulting services. By accessing or using the website and our services, you approve that you have read, understood, and agree to be bound by these Terms.

This policy is part of your contractual agreement with the Company. Read and familiarise yourself with all Terms and Conditions including the Privacy Policy, Terms of Use, Purchasing Terms, Codes of Conduct and Rules of Engagement. By signing up for our services, you agree to comply with all of our terms and conditions.

### Right to use the website and sign up for our events, services, and products

In order to use our website and receive our services, **you must be at least 18 years of age**, or of the legal age of majority in your jurisdiction, and possess the legal authority, right and freedom to enter into these Terms as a binding agreement. You are not allowed to use this website and/or receive services if doing so is prohibited in your country or under any law or regulation applicable to you.

### Key commercial terms offered to clients

When buying a subscription, you agree that:

- you are responsible for reading the full listing and terms before making a commitment to buy
- you enter into a legally binding contract to purchase a subscription when you commit to buy and you complete the check-out payment process.

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The prices we charge for using our services, purchasing our products and attending our events are listed on the website. We reserve the right to change our prices at any time and to correct pricing errors that may inadvertently occur. Additional information about pricing and sales tax (VAT) is available on the payments page where applicable.

The fee for the services and any other charges you may incur in connection with your use of our services, such as taxes and transaction fees, will be charged to your payment method immediately. Recurring subscriptions will be charged on a monthly or annual basis in accordance with your payment plan.

Subscriptions are set to renew automatically until you cancel. You can cancel any time before your renewal date to stop automatic renewal and any future payments being taken. Access to services, events and plan benefits will remain for the applicable period once payment has been made and will remain until the expiration date. Depending on the event, product or subscription purchased this may be:

- once the event has been attended,
- once the on-demand access has been viewed, in line with the terms of the event, product or subscription purchased,
- at the end of the term of the applicable subscription, or
- once the subscription has expired.

### **Refund Policy and Waiver of Rights**

By signing up for products, services, subscriptions, or events you agree to waive your right to a 14-day cooling-off period when available for immediate consumption or where you receive your purchase in less than 14 days. Access to the services and events purchased will remain until the expiration date once payment has been made.

If it is not possible for the service provider to deliver the service agreed within a reasonable timescale and payment has already been made:

- a refund will be given for services not provided unless otherwise expressly agreed with you in writing
- you may choose to reject the refund in preference of receiving the service you have paid for at an alternative time that is convenient for both parties

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• the service provider reserves the right to refund monies paid if the rescheduled service cannot be fulfilled or is too far in advance to be considered reasonable.

### Retention of right to change offering

We may, without prior notice:

- change the products or services
- stop providing the products or services, or any features of the products or services we offer
- or create limits for the products or services.
- We may permanently or temporarily terminate or suspend access to the products or services without notice and liability for any reason, or for no reason.

In line with our refunds policy, where applicable, we will refund any monies paid for services not provided.

### Ownership of intellectual property, copyright, and logos

The Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and all Intellectual Property Rights related thereto, are the exclusive property of the Company. Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works thereof.

You recognise and agree that by uploading any content (including, but not limited to designs, images, animations, videos, audio files, fonts, logos, illustrations, compositions, artworks, interfaces, text, and literary works) through any means to the website, you confirm that you own all the relevant rights or received the appropriate license to upload/transfer/send the content. You agree and consent that the uploaded/transferred content may be publicly displayed on the website.

### Right to suspend or cancel your account

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We may permanently or temporarily terminate or suspend your access to the website, product, or service without notice and liability for any reason, including if in our sole determination you violate any provision of these Terms or any applicable law or regulations. You may discontinue use and request to cancel your account and/or any services at any time. Notwithstanding anything to the contrary in the foregoing, with respect to automatically-renewed subscriptions to paid services or products, such subscriptions will be discontinued only upon the expiration of the respective period for which you have already made payment.

Access will be denied if for any reason payment is not received. This includes rejected payments, withheld payments, fraudulent activity, and any other reason for non-payment.

Fraudulent activity: access will be denied where fraudulent activity is suspected and/or identified.

### Indemnification

You agree to indemnify and hold the Company harmless from any demands, loss, liability, claims or expenses (including legal fees), made against them by any third party due to, or arising out of, or in connection with your use of the website or any of the services offered on the website.

### Limitation of Liability

To the maximum extent permitted by applicable law, in no event shall the Company be liable for any indirect, punitive, incidental, special, consequential, or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the website, product or service.

To the maximum extent permitted by applicable law, the Company assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our service; and (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein.

### Right to cancel and modify terms

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We reserve the right to modify these terms from time to time at our sole discretion. Therefore, you should review this page regularly. When we change the Terms in a material way, we will notify you that material changes have been made to the Terms. Your continued use of the Website, our products, or our services after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future version of the Terms, do not use or access (or continue to access) the website, product, or service.

#### Promotional emails and content

In line with prevailing legislation, when you sign up to receive our products or services you agree to receive from time to time promotional messages and materials from us, by mail, email, or any other form of contact you may provide us with (including your phone number for calls or text messages). If you don't want to receive such promotional materials or notices you may opt-out at any time. Refer to Privacy Policy for further details.

#### Preference of law and dispute resolution

These Terms, the rights and remedies provided herein, and any and all claims and disputes related hereto and/or to the services, shall be governed by, construed under, and enforced in all respects solely and exclusively in accordance with the internal substantive laws of the United Kingdom without respect to its conflict of laws principles. Any and all such claims and disputes shall be brought in, and you hereby consent to them being decided exclusively by a court of competent jurisdiction located in the country of company registration being England and Wales. The application of the United Nations Convention of Contracts for the International Sale of Goods is hereby expressly excluded.

### **Contact Information**

You may contact us in writing at our registered address: Bradley Brown Consulting Ltd, Chandos House, School Lane, Buckingham, Bucks, MK18 1HD.

### Provisions for user communities

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All users that join a community on this website will have a public profile that is publicly visible to site visitors, and any public activity (such as posts or comments) will be visible to other visitors of the website. Where possible, member pages have been set to private for members only access.



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