
TERMS AND CONDITIONS

BACKGROUND:

- (A) These Terms of Sale set out the terms and conditions on which Paid Content, accessed via Subscriptions, is sold by Us to business clients through this website, corporaterippleeffect.com (“Our Site”).
- (B) Terms and information that are specific to accessing sessions of Paid Content presented via Our Site are set out in the attachment below for ease of reference but they will have the same effect as if set out in these Terms of Sale.
- (C) Before You can purchase any Subscription, You will first have to set up an Account. You will not be able to open an Account, purchase a Subscription or access Paid Content through Our Site unless, as part of the process of setting up an Account, You first accept and agree to comply with and be bound by these Terms of Sale and the attachment.
- (D) These Terms of Sale, as well as any and all Contracts, are in the English language only.
- (E) These Terms of Sale apply only to the sale of Paid Content; the terms governing use of Our Site are separate and are set out on our Site under the heading “Website Terms of Use”.

1. Definitions and Interpretation

In these Terms of Sale, unless the context otherwise requires, the following expressions have the following meanings:

- “Account”** means the account, referred to in Sub-Clause 7.1, that You must set up with Us in order to purchase any Subscription;
- “[Business][Management] Consultant”** means the adviser/consultant or other individual who presents the Paid Content and/or who interacts with You online during any session of Paid Content;
- “Background Items”** means general resources (background and other information or material) relevant to the consultation, advice, guidance, or information to be provided to You, all of which resources are downloadable or viewable as text/graphics;
- “Contract”** means a contract between Us and You for the purchase of a Subscription for You to access any Paid Content, as explained in Clause 7;
- “Data Protection Legislation”** means all legislation in force in the UK from time to time relating to data protection and privacy including, but not limited to, the Data Protection Act 2018, EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and any other directly applicable EU regulation relating to data protection and privacy (for as long as, and to the extent that, EU law has legal effect in the UK) and any successor legislation relating to data protection and privacy;

“Paid Content”

means any session of consultation, advice, guidance, or information, or any materials or other information related thereto, which We offer, comprised of any content (including text, graphics, images, audio, video and other content) sold by Us through Our Site and made available by Us [[on] [or] [via] Our Site] by means of

[asynchronous live stream video and/or audio] [or] [recorded [non][downloadable] video and/or audio] of one or more items

[either]

[provided on Our video/audio streaming platform accessed [from][on][Our Site]

[or]

[hosted on another’s website, e.g. Youtube] via a link that We provide to You];

[and][or]

[downloadable] or other viewable text, graphics or other non-video, non-audio items or information, including Background Items]].

Paid Content will be more fully described in other information that We give or make available to You before You order a Subscription. That information may include the name of any [Business][Management] Consultant presenting any content on Our behalf but whether it does or does not do so, We may, if so We decide in our discretion, at any time and without notice substitute any other [Business][Management] Consultant(s) who is suitably qualified and experienced;

“Subscription”

means a subscription to Our Site purchased by You which provides You with access to Paid Content which comprises:

- (a) one or more specific single events or items; and/or
- (b) one or more series or collections of two or more specific events or items; and/or
- (c) one or more or all types of events or items available on or via Our Site; and/or
- (d) the Background Items.

We will give You information about the period of access to (a), (b) and (c) before You purchase the Subscription which will include the information described in Sub-Clause 7.4.5.

[Every Subscription will include access to the Background Items for the whole period of the Subscription, and they will all be accessible as soon as We have sent You a Subscription Confirmation];

“Subscription Confirmation”

means Our acceptance and confirmation of Your purchase of a Subscription;

“Subscription ID”

means the reference number for Your Subscription;

- “We/Us/Our”** means << DS&J RIPPLE EFFECT LIMITED>> [, a company registered in England under << **13037723**>>, whose registered address is << Studio 210,134-146 Curtain Road, London EC2A 3AR>> and whose main trading address is] Studio 210, 134-146 Curtain Road, London EC2A 3AR; and
- “You”** means the business client which sets up an Account and purchases Subscriptions. and accesses and uses any Paid Content.

2. Information About Us

- 2.1 Our Site, << <http://corporaterippleeffect.com>>>, is [owned and] operated by << DS&J RIPPLE EFFECT LIMITED>> [, a limited company registered in England under << **13037723**>>, whose registered address is << Studio 210, 134-146 Curtain Road, London EC2A 3AR>> and whose main trading address is] **OR** [of] << Studio 210, 134-146 Curtain Road, London EC2A 3AR>>. [Our VAT number is <<insert VAT number>>.]

3. Contacting Us

- 3.1 If You wish to contact Us with general questions, You may contact Us by telephone at << +44 2045 308453>>, or by email at << dsj@corporaterippleeffect.com>>.
- 3.2 For matters relating to Paid Content or Your Subscription or Account, please contact Us by telephone at << +44 2045 308453>>, or by email at << dsj@corporaterippleeffect.com>>.
- 3.3 For matters relating to cancellations, please contact Us by telephone at << +44 2045 308453>>, or by email at << dsj@corporaterippleeffect.com>>, or refer to the relevant Clauses above.
- 3.4 To make a complaint, see Clause 15.

4. Access to and Use of Our Site

- 4.1 Access to Our Site is free of charge.
- 4.2 It is Your responsibility to make any and all arrangements necessary in order to access Our Site.
- 4.3 Access to Our Site is provided “as is” and on an “as available” basis. We may alter, suspend or discontinue Our Site (or any part of it) at any time and without notice. We will not be liable to You in any way if Our Site (or any part of it) is unavailable at any time and for any period.
- 4.4 Use of Our Site is subject to Our Website Terms of Use << <http://corporaterippleeffect.com/my-account/>>>. Please ensure that You have read them carefully and that You understand them.

5. Business Clients

- 5.1 These Terms of Sale and the attachment apply to business clients only. These Terms of Sale do not apply to individual consumers purchasing Paid Content for personal use (that is, not in connection with, or for use in, their trade, business, craft, or profession).

5.2 These Terms of Sale constitute the entire agreement between Us and You with respect to Your purchase of Subscriptions and Paid Content from Us. You acknowledge that You have not relied upon any statement, representation, warranty, assurance, or promise made by or on behalf of Us that is not set out in these Terms of Sale and that You shall have no claim for innocent or negligent misrepresentation or negligent misstatement based upon any statement herein.

6. Subscriptions, Paid Content, Pricing and Availability

6.1 We may from time to time change Our prices. Changes in price will not affect any Subscription that You have already purchased but will apply to any subsequent renewal or new Subscription. We will inform You of any change in price at least <<a month >> before the change is due to take effect. If You do not agree to such a change, You may cancel the Contract as described in sub-Clause 12.1.

6.2 Minor changes may, from time to time, be made to certain Paid Content, for example, to reflect changes in relevant laws and regulatory requirements, or to address technical or security issues. These changes will not alter the main characteristics of the Paid Content and should not normally affect Your use of that Paid Content. However, if any change is made that would affect Your use of the Paid Content, suitable information will be provided to You.

6.3 In some cases, as described in the relevant content descriptions, We may also make more significant changes to the Paid Content. If We do so, We will inform You at least <<a month>> before the changes are due to take effect. If You do not agree to the changes, You may cancel the Contract as described in sub-Clause 12.1.

6.4 Where any updates are made to Paid Content, that Paid Content will continue to match Our description of it as provided to You before You purchased Your Subscription for access to the Paid Content. Please note that this does not prevent Us from enhancing the Paid Content, thereby going beyond the original description.

6.5 We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time of going online. Changes in price will not affect any order for a Subscription that You have already placed (please note sub-Clause 6.9 regarding VAT, however).

6.6 All prices are checked by Us before We accept Your order. In the unlikely event that We have shown incorrect pricing information, We will contact You in writing to inform You of the mistake. If the correct price is lower than that shown when You made Your order, We will simply charge You the lower amount and continue processing Your order. If the correct price is higher, We will give You the option to purchase the Subscription at the correct price or to cancel Your order (or the affected part of it). We will not proceed with processing Your order in this case until You respond. If We do not receive a response from You within <<2 weeks>>, We will treat Your order as cancelled and notify You of this in writing.

6.7 If We discover an error in the price or description of Your Subscription after Your order is processed, We will inform You immediately and make all reasonable efforts to correct the error. You may, however, have the right to cancel the Contract if this happens. If We inform You of such an error and You do wish to cancel the Contract, please refer to sub-Clause 12.4.

6.8 If the price of a Subscription that You have ordered changes between Your order being placed and Us processing that order and taking payment, You will

be charged the price shown on Our Site at the time of placing Your order. Subsequent Subscriptions [and renewals] will be charged at the new price.

7. Orders – How Contracts Are Formed

- 7.1 Our Site will guide You through the process of setting up an Account and purchasing a Subscription. (Please also see the attachment below as to setting up an Account.) Before completing Your purchase of a Subscription, You will be given the opportunity to review Your order for the Subscription and amend it. Please ensure that You have checked Your order carefully before submitting it.
- 7.2 If, during the order process, You provide Us with incorrect or incomplete information (including any incorrect or incomplete information about You or the type of Paid Content that You require) please contact Us as soon as possible. If We are unable to process Your order due to incorrect or incomplete information, We will contact You to ask to correct it. If You do not give Us the accurate or complete information within a reasonable time of Our request, We will cancel Your order and treat the Contract as being at an end. We will not be responsible for any delay in the availability of Paid Content that results from You providing incorrect or incomplete information.
- 7.3 No part of Our Site constitutes a contractual offer capable of acceptance. Your order to purchase a Subscription constitutes a contractual offer that We may, at Our sole discretion, accept. [Our acknowledgement of receipt of Your order does not mean that We have accepted it.] Our acceptance is indicated by Us sending You a Subscription Confirmation by email. Only once We have sent You a Subscription Confirmation will there be a legally binding Contract between Us and You.
- 7.4 Subscription Confirmations shall contain the following information:
 - 7.4.1 Your Subscription ID;
 - 7.4.2 Confirmation of the Subscription ordered including full details of the main characteristics of the Subscription and Paid Content available as part of it;
 - 7.4.3 Fully itemised pricing for Your Subscription including, where appropriate, taxes, and other additional charges;
 - 7.4.4 The duration of Your Subscription (including the start date, and the [expiry] [and][or] [renewal date]);
 - 7.4.5 In relation to any video (live or recorded) event, item, series, collection or type/s of events or items constituting the Paid Content, the period during which it can be accessed which will be either (a) the whole period of the Subscription; (b) or a specific period commencing on a stated date that is shorter than that whole period.
- 7.5 In the unlikely event that We do not accept or cannot fulfil Your order for any reason, We will explain why in writing. No payment will be taken under normal circumstances. If We have taken payment any such sums will be refunded to You
- 7.6 Any refunds due under this Clause 7 will be issued to You as soon as possible, and in any event within 14 calendar days of the day on which the event triggering the refund occurs.
- 7.7 Refunds under this Clause 7 will be made using the same payment method that You used when purchasing Your Subscription [unless You specifically request that We make a refund using a different method].

8. Payment for Subscriptions

- 8.1 Payment for Subscriptions must always be made in advance. Your chosen payment method will be charged when We process Your order and send You a Subscription Confirmation [on each renewal date] **OR** [not more than <<insert period>> before each renewal date].
- 8.2 We accept different payment methods on Our Site:
- 8.3 If You do not make any payment due to Us on time, We will suspend Your access to the Paid Content. For more information, please refer to sub-Clause 9.5. If You do not make payment within <<2 weeks>> of Our reminder, We may cancel the Contract. Any outstanding sums due to Us will remain due and payable.
- 8.4 If You believe that We have charged You an incorrect amount, please contact Us at << dsj@corporaterippleeffect.com>> as soon as reasonably possible to let Us know. You will not be charged for Paid Content while availability is suspended.

9. Provision of Paid Content

- 9.1 We undertake to make available to You on these Terms of Sale the Paid Content for which You subscribe but if You choose not to access or make any permitted use of some or all of that Paid Content or, for any reason not attributable to Us, You are unable to do so, You will not be entitled to any refund.
- 9.2 Paid Content appropriate to Your Subscription will be available to You immediately from when We send You a Subscription Confirmation for the duration of Your Subscription, including any renewals, or until the Contract is otherwise ended, on and subject to the following:
 - 9.2.1 An item of Paid Content requested will be available when stated in the information that We provide about it before You place Your order, either (a) if it is a livestream item, the time and date when it is scheduled to be available and to start; or (b) if it is a pre-recorded or other non-streamed item, the period within which it is or will be available for access.
 - 9.2.2 If an item of Paid Content is a livestream item, We will use reasonable endeavours to make it available and start it at the time it is scheduled to start, but the start may be delayed either by overrun of a previous livestream item available to You and/or others or by other circumstances. We will not be liable for any such delay.
- 9.3 In some limited circumstances, We may need to suspend the provision of Paid Content (in full or in part) for one or more of the following reasons:
 - 9.3.1 To fix technical problems or to make necessary minor technical changes as described above in sub-Clause 6.2;
 - 9.3.2 To update the Paid Content to comply with relevant changes in the law or other regulatory requirements as described above in sub-Clause 6.2;
 - 9.3.3 To make more significant changes to the Paid Content, as described above in sub-Clause 6.3.
- 9.4 If We need to suspend availability of the Paid Content for any of the reasons set out in sub-Clause 9.3, We will inform You in advance of the suspension and explain why it is necessary (unless We need to suspend availability for

urgent or emergency reasons such as a dangerous problem with the Paid Content, in which case We will inform You as soon as reasonably possible after suspension). [You will not be charged while availability is suspended and Your Subscription will be extended by a period equivalent to the length of the suspension [(unless the period of suspension is less than <<1 day>>)]. If the suspension lasts (or We tell You that it is going to last) for more than <<3 months>>, You may end the Contract as described below in sub-Clause 12.2.

- 9.5 We may suspend provision of the Paid Content as follows if We do not receive payment on time from You. We will inform You of the non-payment on the due date, however if You do not make payment within <<2 weeks>> of Our notice, We may suspend provision of the Paid Content until We have received all outstanding sums due from You. If We do suspend provision of the Paid Content, We will inform You of the suspension. You will not be charged for any Paid Content while provision is suspended.

10. Licence

- 10.1 We will own (and retain) all intellectual property rights (at all times throughout the world) in all Paid Content but when You purchase a Subscription to access Paid Content We will grant You a limited, non-exclusive, non-transferable, non-sublicensable licence for You to access, participate in and use the relevant Paid Content for the purposes of and in the course of Your business, [together with the permission[s]] granted under sub-Clause 10.2][and][subject to the restrictions contained in subclause 10.3]. The licence granted does not give You any rights in Our Paid Content (including any material that We may licence from third parties).
- 10.3 The licence granted under sub-Clause 10.1 is subject to the following usage restrictions:
- 10.3.1 You may not copy, rent, sell, publish, republish, share, broadcast or otherwise transmit the Paid Content (or any part of it) or make it available to the public except as permitted under the Copyright Designs and Patents Act 1988 (Chapter 3 'Acts Permitted in relation to Copyright Works'); [and]
- 10.3.2 You may not use any two way livestream facility which is or is part of a Paid Content item or event to communicate or make accessible to any other person accessing or participating in that item or event anything (by voice, text, image or otherwise) except for a query about or contribution to that item or event which is proper having regard to the content of that item or event.

11. Ending Your Subscription

- 11.1 You may cancel Your Subscription at any time. However, subject to [sub-Clause 11.2 and] Clause 12, We cannot offer any refunds and You will continue to have access to the Paid Content for the remainder of Your current Subscription (up until the renewal or expiry date, as applicable), whereupon the Contract will end.
- 11.2 If You purchase a Subscription by mistake (or allow Your Subscription to renew by mistake), please inform Us as soon as possible and do not attempt to access any Paid Content. Provided You have not accessed any Paid Content since the start date (or renewal date, as appropriate) of the Subscription We will be able to cancel the Subscription and issue a full refund. If You have accessed any Paid Content once the Subscription has started, We will not be able to offer any refund and You will continue to have access to the Paid Content for the remainder of the Subscription (up until the renewal or

expiry date, as applicable).

11.3 If You wish to exercise Your right to cancel under this Clause 11, You may inform Us of Your cancellation in any way You wish, however for Your convenience We offer a cancellation form on Our Site <<insert link>> and will include [a link to] it with the Subscription Confirmation. Cancellation by email or by post is effective from the date on which You send Us Your message. If You would prefer to contact Us directly to cancel, please use the following details:

11.3.1 Telephone: << +44 2045 308453 >>;

11.3.2 Email: << dsj@corporaterippleeffect.com >>

in each case, providing Us with Your name, address, email address, telephone number, and Subscription ID.

11.4 [We may ask You why You have chosen to cancel and may use any answers You provide to improve Our content and services, however please note that You are under no obligation to provide any details if You do not wish to.]

11.5 Refunds under this Clause 11 will be issued to You as soon as possible, and in any event within 14 calendar days of the day on which You inform Us that You wish to cancel.

11.6 Refunds under this Clause 11 will be made using the same payment method that You used when purchasing Your Subscription [unless You specifically request that We make a refund using a different method].

12. Ending the Contract Because of Something We Have Done (or Will Do)

12.1 You may end the Contract at any time if We have informed You of a forthcoming change to Your Subscription or the Paid Content or these Terms of Sale that You do not agree to. If the change is set to take effect or apply to You before the end of Your current Subscription, We will issue You with a <<refund base on the subscription contract outstanding>>. If the change will not take effect or apply to You until the expiry of Your current Subscription, the Contract will end at the end of that Subscription period and You will continue to have access to the Paid Content until that date.

12.2 If We have suspended availability of the Paid Content for more than <<1 month>>, or We have informed You that We are going to suspend availability for more than <<1 month>>, You may end the Contract immediately, as described in sub-Clause 9.4. If You end the Contract for this reason, We will issue You with a refund.

12.3 If availability of the Paid Content will be significantly delayed because of events outside of Our control, You may end the Contract immediately. See sub-Clause 14.2.6 for more information.

12.4 If We inform You of an error in the price or description of Your Subscription or the Paid Content and You wish to end the Contract as a result, You may end it immediately. If You end the Contract for this reason, We will issue You with a <<calculated>> refund.

12.5 You also have a legal right to end the Contract at any time if We are in breach of it. You may also be entitled to a full or partial refund and compensation.

12.6 If You wish to exercise Your right to cancel under this Clause 12, You may inform Us of Your cancellation in any way You wish, however for Your convenience We offer a cancellation form on Our Site and will include it with the Subscription Confirmation.

- 12.7 If You would prefer to contact Us directly to cancel, please use the following details:
- 12.7.1 Telephone: << +44 2045 308453>>;
- 12.7.2 Email: << dsj@corporaterippleeffect.com>>
- in each case, providing Us with Your name, address, email address, telephone number, and Subscription ID.
- 12.8 [We may ask You why You have chosen to cancel and may use any answers You provide to improve Our content and services, however please note that You are under no obligation to provide any details if You do not wish to.]
- 12.9 Refunds under this Clause 12 will be issued to You as soon as possible, and in any event within 14 calendar days of the day on which You inform Us that You wish to cancel.
- 12.10 Refunds under this Clause 12 will be made using the same payment method that You used when purchasing Your Subscription [unless You specifically request that We make a refund using a different method].

13. Our Liability

- 13.1 Subject to sub-Clause 13.3, We will not be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business, interruption to business, or for any loss of business opportunity, or for any indirect or consequential loss arising out of or in connection with any contract between You and Us.
- 13.2 Subject to sub-Clause 13.3, Our total liability to You for all other losses arising out of or in connection with any contract between You and Us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be <<3>>% of the total sums paid by You under the contract in question.
- 13.3 Nothing in these Terms of Sale seeks to limit or exclude Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors), for fraud or fraudulent misrepresentation, or for any other matter in respect of which liability cannot be excluded or restricted by law .

14. Events Outside of Our Control (Force Majeure)

- 14.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other similar or dissimilar event or circumstance that is beyond Our reasonable control.
- 14.2 If any event described under this Clause 14 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms of Sale:
- 14.2.1 We will inform You as soon as is reasonably possible;
- 14.2.2 We will take all reasonable steps to minimise the delay;
- 14.2.3 To the extent that We cannot minimise the delay, Our affected obligations under these Terms of Sale (and therefore the Contract) will

be suspended and any time limits that We are bound by will be extended accordingly;

14.2.4 We will inform You when the event outside of Our control is over and provide details of any new dates, times or availability of Paid Content as necessary;

14.2.5 If the event outside of Our control continues for more than <<3months>> We will cancel the Contract and inform You of the cancellation. Any refunds due to You as a result of that cancellation will be paid to You as soon as is reasonably possible and in any event within <<a month>> of the date on which the Contract is cancelled and will be made using the same payment method that You used when ordering Your Subscription [unless You specifically request that We make a refund using a different method];

14.2.6 If an event outside of Our control occurs [and continues for more than <<3 months>>] and You wish to cancel the Contract as a result, You may do so in any way You wish, however for Your convenience We offer a cancellation form on Our Site. If You would prefer to contact Us directly to cancel, please use the following details:

Telephone: << +44 2045 308453>>;

Email: << dsj@corporaterippleeffect.com>>

In each case, providing Us with Your name, address, email address, telephone number, and Order Number. Any refunds due to You as a result of such cancellation will be paid to You as soon as is reasonably possible and in any event within <<a month>> of the date on which the Contract is cancelled and will be made using the same payment method that You used when ordering Your Subscription [unless You specifically request that We make a refund using a different method].

15 Communication and Contact Details

15.1 If You wish to contact Us with general questions or complaints, You may contact Us by telephone at << +44 2045 308453>>, by email at << dsj@corporaterippleeffect.com>>.

15.2 For matters relating the Paid Content or Your Subscription, please contact Us by telephone at << +44 2045 308453>>, by email at << dsj@corporaterippleeffect.com>>.

15.3 For matters relating to cancellations, please contact Us by telephone at << +44 2045 308453>>, by email at dsj@corporaterippleeffect.com, or refer to the relevant Clauses above.

16 Complaints and Feedback

16.1 We always welcome feedback from Our clients and, whilst We always use all reasonable endeavours to ensure that Your experience as a client of Ours is a positive one, We nevertheless want to hear from You if You have any cause for complaint.

17 How We Use Your Personal Information (Data Protection)

17.1 All personal data that We may use will be collected, processed, and held in accordance with the provisions of the Data Protection Legislation and Your rights thereunder.

17.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal

data is used, the legal basis or bases for using it, details of Your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Policy.

18 Other Important Terms

- 18.1 We may transfer (assign) Our obligations and rights under these Terms of Sale (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, You will be informed by Us in writing. Your rights under these Terms of Sale (and the Contract) will not be affected and Our obligations under these Terms of Sale (and the Contract) will be transferred to the third party who will remain bound by them.
- 18.2 [You may not transfer (assign) Your obligations and rights under these Terms of Sale (and under the Contract, as applicable) without Our express written permission.
- 18.3 The Contract is between You and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms of Sale.
- 18.4 If any of the provisions of these Terms of Sale are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms of Sale. The remainder of these Terms of Sale shall be valid and enforceable.
- 18.5 No failure or delay by Us in exercising any of Our rights under these Terms of Sale means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms of Sale means that We will waive any subsequent breach of the same or any other provision.
- 18.6 We may revise these Terms of Sale from time to time in response to changes in relevant laws and other regulatory requirements. If We change these Terms of Sale as they relate to Your Subscription, We will give You reasonable advance notice of the changes and provide details of how to cancel if You are not happy with them (also see sub-Clause 12.1 above).

19 Law and Jurisdiction

- 19.1 These Terms of Sale, and the relationship between You and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.
- 19.2 Any disputes concerning these Terms of Sale, or the relationship between You and Us (whether contractual or otherwise) shall be subject to the [non-] exclusive jurisdiction of the courts of England and Wales.

Attachment

1. We use technology which allows Us to provide the Services provided that You have the appropriate technology to receive the Services.

2. **The technology that We will be responsible for providing**

You will only need to pay for the Services made available by Your Subscription.

We do not provide any PC, laptop, tablet, mobile phone or other hardware ("Device") or any App or other software for use on or with any Devices, nor any internet connection or service or other equipment or facilities necessary to enable You to use.

3. **The technology and other items that You will be responsible for providing**

It will be Your sole responsibility to ensure that You have access to, and familiarity with all necessary technology so that You can receive the Services.

4. **Scope of what We make available to access**

We do not, and cannot, assist You to obtain, set up, maintain, or operate any technology. If You need any assistance or advice about technology, You should seek it from an appropriate third party. We do not, and cannot, give You any advice about what technology is needed or how to use it.

We do not claim to have any expertise or skill in relation to any technology that You need or use for the purpose of receiving the Services. However, We may, if You request it, either before or during any session of the Services, and without charge, offer suggestions in good faith to resolve any problem with that technology that You report, but it will not be in the nature of advice to You. We do not therefore take on any responsibility or accept any liability to You if any such suggestion does not help You to resolve any problem or if by following any such suggestion You experience any other problem, loss or damage to Your Device, Your digital content or any other technology or other thing.

Without in any way limiting anything in Clause 14 of the Terms of Sale, for the purposes of Clause 14, causes beyond Our reasonable control may include any of the following:

- (a) Where You are unable to resolve any technology problem (whether or not You have asked Us for or We have offered any suggestions as to how to resolve the problem); or
- (b) Any slow speed, instability, temporary or other breakdown, unavailability or inadequacy of, or defect in, Your internet service or any other equipment or service (e.g. telecommunications, computing, audio or visual) that You use or rely on; or
- (c) Lack of an appropriate functioning Device or any failure of or defect in a Device; or
- (d) Your inability to access the Services due to failure of or defects in Our Site etc.

5. **Account setup needed**

In order to purchase any Subscription and enable You to receive any Services, You will first need to setup and then maintain an Account with Us. Our Site explains how to set up an Account.

We only offer Paid Content for use in the UK to businesses established in the UK. You may only open an Account with a main business address which is in the UK.

During the process of setting up an Account, You will be required to choose a password and user name. We recommend that You choose a strong password for Your Account.

You [will][may] be asked for additional information regarding Your Account, such as Your e-mail address.

6. Your responsibility for Your Account and its security

You must not share Your Account or Your Account details with anyone except You or a member of Your personnel who has Your permission to do so and to receive and use those details on Your behalf. If You believe that Your Account is being used by anyone else, please contact Us immediately. We will not be liable for any unauthorised use of Your Account.

You are fully responsible for maintaining the confidentiality of Your password and account information and for all activities that occur under Your password or Account. You must ensure that You log out from Your Account at the end of each session accessed by You. You must immediately notify Us of any unauthorised use of Your password or Account or any other breach of security relating to Your Account.

You must never use anyone else's Account without prior authorization from Us for the specific occasion in question

When creating an Account, the information You provide must be accurate and complete. If any of Your information changes at a later date, it is Your responsibility to ensure that Your Account is kept up-to-date.

If You have an active Subscription, Your Account will remain active for the duration of the period of that Subscription or, if later, until the end of the latest access period granted to any Instruction by the Subscription.

If You wish to close and delete Your Account, You may do.

7. Your privacy and security on each occasion when the Services are accessed

Note that any two way live consultation session (not a pre-recorded one way transmission) that You purchase will be accessible only to You as an individual private session unless We specify and agree with You that it is to be made available on that occasion to any additional business client(s).

If We do specify and agree with You that a particular two way live consultation session is accessible to You and to any other business client(s), the following will apply to such a session:

- (a) [When You sign in, You should indicate Your business name or your name.
- (b) You understand and are aware that there is a risk that such other business clients may see and hear (via the video and/or audio facilities of the App and Your Device) not only You but also Your space and its surroundings and any documents or other materials in Your space and its surroundings, and other people in or near that space and its surroundings when You are participating in the session;
- (c) The space that You use should be free of others who are not participating in the session with You or on Your behalf and it should be difficult to see or hear via the App and Your Device any interactions between other people who are in or near that space and its surroundings. For example, You or those participating in the session with You or on Your behalf might decide to use a separate office or other private room and/or wear headphones;
- (d) There are potential risks in transmitting information over technology that include, but are not limited to, breaches of confidentiality and the theft of

personal information;

- (e) We cannot ensure privacy or confidentiality due to the nature of two way sessions involving business clients in addition to You;
- (f) In any event, it will be Your responsibility to ensure that You have a suitable space to use when participating in any two way session in order to protect the privacy of You and any persons participating in the session with You or on Your behalf and the privacy of others in or near that space.

We will not be liable to You for any loss or damage arising from Your failure to comply with the above requirements.]

8. Particular communication or other requirements

You acknowledge and agree that when You purchase a Subscription and [at least 48 hours] before You participate in any session, You must tell Us of any special communication or other requirement, problem or circumstances of which You are aware which might be relevant to You participating in that session. We will [discuss with You any such matter that You tell Us about, and] inform You if We are unable to accept Your order for a Subscription because of the particular requirement, problem or circumstances in question. If We do accept Your order, You will need to act in accordance with any instructions provided by Us relating to the matter.

- 9. Where You or We consider it necessary to involve any third party(ies) in any session, either You or We may propose who that person is to be and why they are needed for or relevant to the matter[s] on which You wish to consult Us. We will agree with You in each case whether that person will be physically in attendance with You or Us in order to join in the session, or whether instead they will participate in the session from other premises as an additional party via the web-conferencing platform that We and You use. Unless otherwise agreed with You, there will be no additional charge to You for that person's participation in the session concerned.