

## TERMS AND CONDITIONS OF SALE

BY PAYING FOR THE PHOTOPRENEURS CLIENT KICKSTART PROGRAM ("the Program"), EITHER IN PART OR IN FULL, YOU AGREE TO THE TERMS BELOW:

You irrevocably agree to enter into this Agreement with Photopreneurs Ltd ("Photopreneurs", "we" or "us"), and this Agreement (the "Agreement") automatically becomes a binding contract between you ("the Client" or "you") and Photopreneurs, and applies to your participation in the Program.

By paying for the Program you agree to these Terms and Conditions, without modification, and acknowledge reading them.

### 1. CLIENT EXPECTATIONS

The Client, understands that they are 100% responsible for his/her own progress and results. The Client understands that they are the one element over which Photopreneurs has no control and therefore the Client understands that their results are not guaranteed.

The Client commits to full participation in the Program and understands that nothing is guaranteed in business and that Photopreneurs will provide access to the Program materials and, where agreed, associated support services, but at the end of the day, it's up to the Client to do the work.

You acknowledge that individual results may vary based on your personal efforts as well as other external factors. Photopreneurs does not guarantee a particular outcome, and is not liable for any loss, damage or other expense which you may suffer as a result of using the Program or services of Photopreneurs.

### 2. PRIVACY

We respect your privacy and must insist that you respect the privacy of fellow Program participants. You agree not to violate the publicity or privacy rights of any Program participant.

We respect your confidentiality and proprietary information, ideas, plan and trade secrets (collectively, "Confidential Information") and must insist that you respect the same fellow rights of fellow Program participants and of Photopreneurs.

You agree:

- (1) not to infringe any Program participant's or Photopreneurs' copyright, patent, trademark, trade secret or other intellectual property rights,
- (2) that any Confidential Information shared by Program participants or any representative of Photopreneurs is confidential and proprietary, and belongs solely and exclusively to the participant who discloses it or to Photopreneurs,
- (3) you agree not to disclose such information to any other person or use it in any manner other than in discussion with other Program participants during Program sessions.

By paying for the Program, you further agree that:

- (4) all materials and information provided to you by Photopreneurs are its confidential and proprietary intellectual property, belong solely and exclusively to Photopreneurs and may only be used by you as authorised by Photopreneurs, and
- (5) the reproduction, distribution and sales of these materials by anyone but Photopreneurs is strictly prohibited.

Further, you agree that, if you violate, or display any likelihood or violating, any of your agreements contained in this clause, Photopreneurs and/ or other Program participant(s) will be entitled to injunctive relief to prohibit any such violations to protect against the harm of such violations.

### 3. INVESTMENT

You authorise Photopreneurs to charge your credit card or debit card (through PayPal or Stripe) for the amount(s) detailed on the sale invoice for the Program.

Missed or canceled payments will result in an immediate removal from the Program (and associated materials and support) until payment has been made or new payment arrangements have been mutually agreed upon by you and Photopreneurs. Time lost will not be made-up.

You are responsible for full payment of fees for the entire Program or services, regardless of whether you complete the Program, are able to complete the program regardless of circumstances, and regardless of whether you have selected a lump sum or monthly payment plan.

In the event of a defaulted payment, we will contact you via email to reinstate the payment plan or invoice for a lump sum. In the event of 3 non-responsive emails, all accounts will be sent to an international collections agency for collection.

#### 4. REFUNDS

Because of the digital nature of the Program, all payments and payment plans are non-refundable for the regular, self study version of the Program.

When the Program is run live the Photopreneurs 'no questions asked guarantee' means that if within the first 6 days of the Program you're not entirely thrilled, we will refund you.

You must request a refund within the first 6 days only, i.e. before Module 2 is released.

For the live version of the Program starting on 28th January 2019, there will be no refunds available after 3rd February 2019 at 11:59pm UK time.

The sales invoice will state which version of the Program you have signed up for.

#### 5. ONE on ONE COACHING SESSIONS

All one-on-one coaching sessions purchased at the special student rate must be used during the duration of the Program and are non refundable.

## 6. BONUSES

Any bonuses to be delivered will be sent after the refund period ends for the Program you have signed up for.

## 7. RECORDING

By enrolling in the live version of the Program, you consent to being recorded on our group calls.

These calls may be shared by Photopreneurs elsewhere outside of the Program (for example, to help students of the regular, non-live version of the Program by letting them listen to live coaching calls).

By agreeing to these terms and conditions you consent to having your recording shared.

## 8. USE OF THE SITE AND PROGRAM

To access or use the Program on the [www.photopreneursacademy.com](http://www.photopreneursacademy.com) website, or the program specific Facebook Group (the "Group"), you must be 18 years of age or older and have the requisite power and authority to enter into these Terms and Conditions.

Children under the age of 18 are prohibited from using the Group.

Information provided in the Group and in the Program related to marketing and business coaching and other information (the "Content") are subject to change.

Photopreneurs makes no representation or warranty that the Content provided, regardless of its source, is accurate, complete, reliable, current, or error-free.

Photopreneurs disclaims all liability for any inaccuracy, error, or incompleteness in the Content.

## 9. ACCOUNT CREATION

In order to participate in the Program, you may be required to provide information about yourself including your name, email address, username and password, and other personal information.

You agree that any registration information you give to Photopreneurs will always be accurate, correct, and up to date.

You must not impersonate someone else or provide account information or an email address other than your own.

Your account must not be used for any illegal or unauthorised purpose.

You must not, in the use of the Program, violate any laws in your jurisdiction.

## 10. LAWFUL PURPOSES

You may use the Program and the Group for lawful purposes only.

You shall not post or transmit through the Group any material which violates or infringes the rights of others, or which is threatening, abusive, defamatory, libelous, invasive of privacy or publicity rights, vulgar, obscene, profane, or otherwise objectionable, contains injurious formulas, recipes, or instructions, which encourages conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any law.

## 11. REFUSAL OF SERVICES

The Program is offered subject to Photopreneurs acceptance of your order or requests. We reserve the right to refuse service to any order, person or entity, without the obligation to assign reason for doing so.

No order is deemed accepted by us until payment has been processed. We may at any time change or discontinue any aspect or feature of the Program or Group, subject to us fulfilling our previous responsibilities to you based on acceptance of your payment.

## 12. ORDER CONFIRMATION

We will email you to confirm the placement of your order and with details concerning Program delivery. In the event that there is an error in this email confirmation, it is your responsibility to inform us as soon as possible.

## 13. PROGRAM DESCRIPTION

We endeavour to describe and display the Program as accurately as possible. While we try to be as clear as possible in explaining the Program, please do not accept that the description is entirely accurate, current, or error-free. From time to time we may correct errors in pricing and descriptions. We reserve the right to refuse or cancel any order with an incorrect price listing.

## 14. MATERIAL YOU SUBMIT TO THE GROUP

You shall not upload, post or otherwise make available on the Group any artwork, photos, or other materials (collectively "Materials") protected by copyright, trademark, or other proprietary rights without the express written permission of the owner of the copyright, trademark, or other proprietary rights, and the burden of determining that any Materials are not so protected rests entirely with you.

You shall be liable for any damage resulting from any infringement of copyrights, trademarks, or other proprietary rights, or any other harm resulting from such a submission.

For all Materials submitted by you to the Group, you automatically represent or warrant that you have the authority to use and distribute the Materials and that the use or display of the Materials will not violate any laws, rules, regulations, or rights of third parties.

## 15. INTELLECTUAL PROPERTY RIGHTS TO YOUR MATERIALS

We claim no intellectual property rights over the material you supply to Photopreneurs. You retain copyright and any other rights you may rightfully hold in any content that you submit through the Program or the Group.

Content you submit to Photopreneurs remains yours to the extent that you have any legal claims therein. You agree to hold Photopreneurs harmless from and against all claims, liabilities, and expenses arising out of any potential or actual copyright or trademark misappropriation or infringement claimed against you.

By posting material in the Group, you grant us a worldwide, non-exclusive, irrevocable license to use the material for promotional, business development, and marketing purposes.

## 16. OUR INTELLECTUAL PROPERTY

The Program and the Group contain intellectual property owned by Photopreneurs including trademarks, copyrights, proprietary information, and other intellectual property.

You may not modify, publish, transmit, participate in the transfer or sale of, create derivative works from, distribute, display, reproduce or perform, or in any way exploit in any format whatsoever any of the Program or Group content or intellectual property, in whole or in part, without our prior written consent.

We reserve the right to immediately remove you from the Program, without refund, if you are caught violating this intellectual property policy.

## 17. CHANGED TERMS

We may at any time amend these Terms and Conditions. Such amendments are effective immediately upon notice to you by us emailing the new Terms and Conditions.

Any use of the Program or Group by you after being notified means you accept these amendments.

We reserve the right to update any portion of the Program and Group, including these Terms and Conditions, at any time.

## 18. LIMITATION OF LIABILITY

You agree that under no circumstances shall we be liable for direct, indirect, incidental, consequential, special, punitive, exemplary, or any other damages arising out of your use of the Program or Group.

Additionally, Photopreneurs is not liable for damages in connection with (I) any failure of performance, error, omission, denial of service, attack, interruption, deletion, defect, delay in operation or transmission, computer virus, or line or system failure; (II) loss of revenue, anticipated profits, business savings, goodwill or data; and (III) third party theft of, destruction of, unauthorised access to, alteration of, or use of your information or property regardless of our negligence, gross negligence, failure of an essential purpose and whether such liability arises in negligence, contract, tort, or any other theory of legal liability.

The foregoing applies even if Photopreneurs has been advised of the possibility of, or could have, foreseen the damages.

In those states that do not allow the exclusion or limitation of liability for the damages, Photopreneurs' liability is limited to the fullest possible extent permitted by law. In no event shall Photopreneurs' cumulative liability to you exceed the total purchase price of the Program you have purchased from Photopreneurs.

## 19. THIRD PARTY RESOURCES

The the Program and the Group may contain links to third party websites and resources. You acknowledge and agree that we are not responsible or liable for the availability, accuracy, content, or policies of third party websites or resources.

Links to such websites or resources do not imply any endorsement by or affiliation with Photopreneurs.

You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

## 20. INDEMNIFICATION

You shall indemnify and hold us harmless from and against any and all losses, damages, settlements, liabilities, costs, charges, assessments, and expenses, as well as third party claims and causes of action, including, without limitation, legal fees, arising out of any breach by you of any of these Terms and Conditions, or any use by you of the Program or Group.



You shall provide us with such assistance, without charge, as we may request in connection with any such defence, including, without limitation, providing us with such information, documents, records, and reasonable access to you, as we deem necessary.

You shall not settle any third party claim or waive any defence without our prior written consent.

## 21. EFFECT OF HEADINGS

The subject headings of the paragraphs and subparagraphs of this Agreement are included for convenience only and shall not affect the construction or interpretation of any of its provisions.

## 22. ENTIRE AGREEMENT; WAIVER

This Agreement constitutes the entire agreement between you and Photopreneurs pertaining to the Program and supersedes all prior and contemporaneous agreements, representations, and understandings between us.

No waiver of any of the provisions of this Agreement by Photopreneurs shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

No waiver shall be binding unless executed in writing by Photopreneurs.

## 23. NOTICES

All notices, requests, demands, and other communications under this Agreement shall be in writing.

## 24. GOVERNING LAW

This Agreement shall be construed in accordance with, and governed by, the laws of the United Kingdom.

The exclusive venue for any arbitration or court proceeding based on or arising out of this Agreement shall be the United Kingdom.

## 25. RECOVERY OF LITIGATION EXPENSES

If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable legal fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

## 26. SEVERABILITY

If any term, provision, covenant, or condition of this Agreement is held by an arbitrator or court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

## 27. ASSIGNMENT

These Terms and Conditions bind and inure to the benefit of the parties' successors and assigns. These Terms and Conditions are not assignable, delegable, sub-licensable, or otherwise transferable by you.

Any transfer, assignment, delegation, or sublicense by you is invalid.

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