

# TERMS & CONDITIONS

This website is owned and operated by **Launch Pad D365 Coaching & Training Services**. These Terms set forth the terms and conditions under which you may use our website and services as offered by us. By accessing or using the website of our service, you approve that you have read, understood, and agree to be bound by these Terms.

In order to use our website and receive our services, you must be at least 16 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 receive services if doing so is prohibited in your country or under any law or regulation applicable to you.

The following Terms and Conditions govern the use by all persons who use the Launch Pad D355 services and website.

Please read the following carefully because by accessing our website and content you are agreeing to abide by these Terms and Conditions of Use.

We may modify any of these terms and conditions at any time by providing notice on our website.

Your continued use of our websites, materials and services shall be conclusively deemed acceptance of these terms and conditions and any subsequent modification.

We are committed to protecting your data and to complying fully with the terms of GDPR 2018. We will not sell, share, or rent your data to any third party.

## 1. DEFINITIONS

**You refers to anyone accessing the website and its content:** By accessing the Site you are deemed to have accepted these terms. Where the context so requires, you or your includes all Authorised Users.

**Us, We, or Our:** Launch Pad D355 and registered in England and Wales. You can contact us via email at [contact@launchpadd356.com](mailto:contact@launchpadd356.com)

**Agreement:** The terms and conditions set out in this document, any variations agreed between us and any additional terms notified before use of the Services.

**Authorised Users:** Authorised Users includes any person in your business that we have agreed with you is or are to benefit from your subscription or membership. Launch Pad D355 grants access to a range of products. Specific terms and conditions for Launch Pad D355 are set out below.

**Intellectual Property Rights:** These rights include, without limitation, patents, trademarks, trade names, design rights, copyright, database rights, rights in know-how and other intellectual property rights, in each case whether registered or unregistered, which may subsist anywhere in the world.

**Services:** Includes expert consultations, group calls and coaching, website, course content and provision of know-how, as the context requires, that we provide to allow you to access and use the material, information, content and know-how.

**Start Date:** The date the Subscription Period starts.

**Subscriber Data:** The data input by you or given to us by you.

**Subscription Fee:** The subscription fee for any and all of the Services we provide to you.

**Subscription Period:** The period in respect of which a Subscription Fee is payable for any Service.

## 2. FREE TRIAL

You are entitled to a three (3) day free trial. You can try the course for three (3) days, for free. No payment will be taken during this time, Payment taken on day four. A Debit/Credit Card/PayPal is required.

## 3. SUBSCRIPTIONS

You can subscribe to any of the products or services by registering online via our website and using our online ordering process.

We will send you written confirmation of your order and, where appropriate, an account name and password for you and any authorised users.

Your subscription will automatically renew each month, on the date your subscription started e.g. the 12<sup>th</sup> of each month.

Your subscription does not include the cost of other items that will be required during the term of this course.

You can manage your subscription and payment options via the members area of the website.

If you need to change or cancel your subscription option, please contact us via email at [contact@launchpadd356.com](mailto:contact@launchpadd356.com) or log into the members area of the website, as here you can manage your subscriptions, you can cancel at any time, and your access will remain until your start date for that month.

## 4. AUTHORITY AND LICENCE

We authorise you to have access to our content and materials in accordance with your chosen Subscription Option and for which you agree to pay us the Subscription Fee.

This Agreement starts on the Start Date and ends on the first of the following events:

- the end of the Subscription Period (unless renewed in accordance with these terms and conditions); or
- termination of this Agreement (again, in compliance with these terms and conditions)

We hereby grant you on the basis of these terms and conditions a non-exclusive, non-transferable licence to access our material and content solely for your training purposes.

You may search, view, copy and print out material from our website for your own purposes only. You may not re-package or re-sell the content or information in any format without prior written agreement from us.

## 5. YOUR OBLIGATIONS

You will comply with the terms of use of the Services in this Agreement and do not copy, distribute, transmit or otherwise reproduce, sell or resell any of our content or material from any of our websites or other sources; store such material in any form or medium in a retrieval system; or transmit such material, directly or indirectly, for use in any paid service such as document delivery or listserv, or for use by any information brokerage or for systematic distribution, whether or not for commercial or non-profit use or for a fee or free of charge.

You will take reasonable steps to ensure that nobody other than You access the know-how or Services using accounts created with Your username and password.

You acknowledge and agree that we and our licensors own all Intellectual Property Rights in the Software, the content, the know-how and the Services. Except as expressly stated in this Agreement, this Agreement does not grant you any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Software, know-how, Services or any related documentation.

You are solely responsible for the appropriate use and adaption of our know-how for your own use.

You acknowledge that although this training is designed to launch you into an IT career, that the results will depend entirely on your own individual capacity, commitment, level of motivation, diligence in applying the information provided, and other factors. You are solely responsible for your own results, decisions and outcome.

You recognise and accept that in our know-how we are not providing professional advice (e.g. such as would be given by a solicitors' firm or accountant).

You are responsible for configuring your information technology, computer programmes and platform in order to access the Services. You should use your own virus protection software.

By submitting your personal information to us or our agents, you agree, and confirm your authority from such other individuals to our collection, use and disclosure of such personal information in accordance with our privacy policy which is available on our website.

In the event that we provide links to third-party websites, we disclaim all responsibility and liability for the content of such third-party websites. Authorised Users assume the sole responsibility for the accessing of third-party websites and the use of any content appearing on such websites.

## 6. CHARGES AND PAYMENT

The prices we charge for using our services are listed on the website. We reserve the right to change our prices for products displayed at any time, and to correct pricing errors that may inadvertently occur.

The Subscription Fee will depend on which Subscription Option you choose. The prices for each Subscription Option are as set out on our website.

Payment is due at the check-out process of the online registration process and, and are due by monthly payment thereafter.

Should you choose to cancel your subscription before the end of the Subscription Period (one month), you are still liable to pay the Subscription Fee in full. We do not give, and you are not entitled to receive, any pro-rata refunds.

We estimate that the course will take 12 to 18 months to complete, payment is made by monthly subscription.

**Late Payment:** See clause 12 (below) for what will happen if you miss a payment due for the Subscription Fee.

**Renewal:** Your subscription will renew automatically at the end of each Subscription Period unless agreed otherwise in writing.

If you do not want to renew your subscription for another Subscription Period, please contact us via email at [contact@launchpadd356.com](mailto:contact@launchpadd356.com) providing at least 24 hours of notice to allow us to process the cancellation.

Subject to us receiving such notice from you, your subscription will end on the last day of the Subscription Period. You must tell us if you do not want to renew your subscription before the renewal date as payment for renewals is processed automatically and once processed is non-refundable.

## 7. LAUNCH PAD D365

Membership is not transferrable to any other individual or business. It cannot be 'shared around'.

Downloads & Sharing Livestream and/or recordings must not be downloaded, copied or shared with anyone. Breach of this will result in your membership being terminated with no refund and you may face prosecution for breach of copyright.

**Ownership & Copyright:** We retain the rights to all material shared with you. You may use any such material for the sole purpose of developing your career but you cannot share, re-sell, re-purpose or re-distribute any of our content or information to others in any circumstances.

**Your Results:** The content provided and delivered to you has been developed from our experience and expertise. However, we do not give any guarantee, promises or warranty with regard to the results, sales or profits that you will see from putting into practice the techniques and strategies that we teach. Lots of factors will impact the results you get including the time and effort put in, your past experience, skills and reputation. You agree that the decision to purchase a membership has been taken solely on the basis of your personal judgement and that no representation, warranty, inducement or promise, express or implied, has been made by Launch Pad D365 or relied upon by you in purchasing a membership.

**Cancellation Policy:** You can cancel at any time. If you need to change or cancel your subscription option, please contact us via email at [contact@launchpadd356.com](mailto:contact@launchpadd356.com) or log into the members area of the website, as here you can manage your subscriptions, you can cancel at any time, and your access will remain until your start date for that month.

## 8. OUR OBLIGATIONS

We warrant that you will not infringe any third-party intellectual property rights by using the material and know-how provided.

We will use our best endeavours to ensure that Subscriber Data is maintained securely and is properly backed-up. In the event of any loss or damage to Subscriber Data, your

sole and exclusive remedy shall be that we use our best endeavours to restore the lost or damaged Subscriber Data from the latest back up of such Subscriber Data. We shall not be responsible for any loss, destruction, alteration or disclosure of Subscriber Data caused by any third party (except those third parties sub-contracted by us to perform services related to Subscriber Data maintenance and back-up).

We will use our best endeavours to ensure that the Services are provided continuously and that access to our website and training is not interrupted by any event within our control. We will notify you in advance of planned downtime, which, if reasonably practicable, will be scheduled outside normal United Kingdom office hours. However, we assume no liability for any losses you may suffer as a result of any downtime and the Subscription Fee is non-refundable.

## 9. CONFIDENTIALITY

You acknowledge that our Confidential Information includes all of our content, materials and Software.

We acknowledge that the Subscriber Data is your Confidential Information.

Each party shall use its best endeavours to ensure that the other's Confidential Information to which it has access is not disclosed or distributed in violation of the terms of this Agreement.

Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party (except, in our case, those third parties sub-contracted by Us to perform services related to Subscriber Data maintenance and back-up).

This clause shall survive the termination of this Agreement, however, arising.

## 10. DISCLAIMER

We give you no warranty or assurance or guarantee of any kind, except as set out in clause 8. We declare and you acknowledge that all implied warranties and conditions are excluded to the maximum extent permitted by law.

Our policy is to conduct our business at all times in a professional manner and to best practice standards. We use our best endeavours to maintain our content, keep the know-how and materials up to date and develop our Services to meet subscribers' needs. However, you should note in particular:

The know-how is not intended to constitute a definitive or complete statement on any subject, nor is any part of it intended to constitute professional advice (legal) for any specific situation.

We do not undertake any obligation to consider whether the information provided to or by us for the purpose of our Know-how is either sufficient or appropriate for any particular actual circumstances, as personal circumstances are out of our control.

Because of the extensive amount of content and material available on our websites some information and resources occasionally may be incorrect or out of date, please notify us via email, should you find anything.

We are a provider of practical know-how and resources. We do not accept any responsibility for action taken as a result of information provided by us. You should take specific advice when dealing with specific situations. The services are general and educational in nature, may not reflect all recent developments and may not apply to

the specific facts and circumstances of individual transactions and cases. We do not advise clients in any matter and are not bound by the professional responsibilities and duties of a professional advisor. Nothing in the Services or in these Terms of Use nor any receipt or use of such Services shall be construed or relied on as advertising or soliciting to provide any professional advice services, creating any advisor-client relationship or providing any representation, advice or opinion whatsoever on behalf of us or our editorial staff.

We give you no warranty or assurance that the Services and our means of delivering them are compatible with your software or computer configuration.

We may change part or all of any Service at our discretion.

## 11. USER COMMUNITY

All users that join a community have a profile that is visible to other site users, and that their activity (such as their posts or comments) will be visible to other users of the website. You can always opt-out and exit the community, and upon doing so, such user's profile will not be visible. Naturally, in such event the user will not be able to use the community features (e.g. liking, commenting or writing posts).

## 12. LIABILITY

You assume sole responsibility for results obtained from the use of our content and for conclusions drawn from such use. We shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided by you in connection with the Services, or any actions taken by us at your direction; and all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

Nothing in this Agreement excludes our liability for death or personal injury caused by our negligence; or for fraud or fraudulent misrepresentation.

Subject to clause 8 and Clause 11:

We shall not be liable for any loss of profits, loss of business, depletion of goodwill or similar losses or pure economic loss, or for any special, indirect or consequential loss costs, damages, charges or expenses however arising; and

Our total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the Subscription Fee during the 12 months preceding the date on which the claim arose. You acknowledge that this limitation is reasonable.

We shall have no liability for the performance of any businesses other than Launch Pad D365. Any other businesses featured or mentioned on our websites or in our materials are used at your own risk and you should do your own due diligence before entering into any arrangements or contracts with them. Just because a business is a member of Launch Pad D365, we cannot guarantee that they maintain the same high values and ethics as we do.

We shall have no liability to you under this Agreement if we are prevented from or delayed in performing our obligations under this Agreement or from carrying on business by acts, events, omissions or accidents beyond our reasonable control, including without limitation default of sub-contractors, strikes, lock-outs or other industrial disputes, failure of a utility service or transport or communications network, an act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental

order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm.

### **13. PROMOTIONAL EMAILS & CONTENT**

You agree to receive from time-to-time promotional messages and materials from us, by mail, email or any other contact form 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 – please just notify us at any time. See the full Privacy Policy for further details.

### **14. TERMINATION**

Your Subscription will terminate if you are in material breach of any of these terms and if the breach is not remedied within the period of 20 working days after written notice of it has been given.

Notwithstanding clause 12, if payment of the Subscription Fee is not made in full by the due date(s), without prejudice to any rights or remedies otherwise available, we reserve the right to (a) charge interest on the outstanding balance of all overdue sums at the rate of 3% per month above the current base rate at the Bank of England or the maximum interest rate permitted by law, whichever is the greater; and (b) suspend or withdraw access to each relevant Service(s).

If for any reason a monthly instalment is not made in full, then we have the right to terminate your subscription.

On termination of this Agreement for any reason: all licences granted under this Agreement shall immediately terminate; subject to the exceptions in this sub-clause, you will take reasonable steps to delete the know-how and any materials from your electronic media, including your intranet and electronic storage devices so that you no longer have an electronically functional copy of the Software or any part of our content, know-how and materials.

Termination shall not affect or prejudice the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination.

### **15. RIGHT TO SUSPEND OR CANCEL USER ACCOUNT**

We may permanently or temporarily terminate or suspend your access to the 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, such subscriptions will be discontinued only upon the expiration of the respective period for which you have already made payment

### **16. CANCELLATION AND NOTICE PERIODS**

Membership subscriptions can be cancelled at any time by contacting Launch Pad D365 by email at [contact@launchpadd356.com](mailto:contact@launchpadd356.com) or you can log into the members area of the website, as here you can manage your subscriptions, you can cancel at any time, and your access will remain until your start date for that month.

The length of the notice period required to cancel will depend on the type of subscription, but is normally one month.

No refunds, or pro-rata refunds, are made on any Subscription Fees paid.

Subscription Fees must be fully up to date before cancellation can be affected. If Subscription Fees are outstanding or overdue, then they must be paid in full before cancellation can be made. You agree that failure to bring your subscription payments up to date means that your subscription cannot be cancelled and therefore Subscription Fees will continue to accrue.

## 17. REFUNDS

No refunds, or pro-rata refunds, are made on any Monthly or Annual Subscription Fees paid.

## 18. GENERAL PROVISIONS

All of the Company's rights under these terms may be assigned, transferred or otherwise dealt with by the Company and will inure to the benefit of Launch Pad D365 successors and assignees.

You may not, without our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations

If any of these terms are deemed invalid or unenforceable for any reason then the invalid or unenforceable provision will be severed from these terms and the remaining terms will continue to apply.

These Terms and Conditions represent the full agreement between the parties and replace and/or supersede anything that precedes it.

These Terms and Conditions shall not be amended, modified, varied or supplemented except in writing on our website.

You acknowledge and agree that in entering into your Subscription you have not relied on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently made or not) of any person other than as expressly set out in these terms and conditions.

Failure of the Company to enforce any of the provisions set out in these Terms and Conditions or failure to exercise any option to terminate, shall not be construed as a waiver of such provisions and shall not affect the validity of these Terms and Conditions or any part thereof, or the right thereafter to enforce each and every provision.

These Terms and Conditions shall be governed by the law of England & Wales.

Updated 14<sup>th</sup> April 2023