

INTERPRETATION

The following definitions and rules of interpretation apply in these terms (unless the context requires otherwise).

Agreement: the Terms of Engagement incorporating these Terms of Business.

Capacity: as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity.

Client: as specified in the Terms of Engagement.

Client Property: all documents, books, manuals, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the Business or affairs of the Client.

Commencement Date: as stated in the Terms of Engagement.

Confidential Information: information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, affairs and finances of the Client for the time being confidential to the Client.

Consultant: ELEVATE B C LTD incorporated and registered in England and Wales with company number 10704331 whose registered office is at Gwynne House, 6 Quay Street, Carmarthen, SA31 3JX.

Data Protection Legislation: the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy.

Engagement: the engagement of the Consultant by the Client pursuant to the Terms of Engagement and also the Terms of Business.

Fees: the fees charged by the Consultant in respect of the Services as specified in the Terms of Engagement.

Intellectual Property Rights: patents, utility models, rights to Inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Personal Data: as defined in the Data Protection Legislation.

Services: the services described in the Terms of Engagement.

Termination Date: the date of termination of the agreement, howsoever arising.

Terms of Business: the standard terms of business set out herein.

Terms of Engagement: the terms set out in the document headed "Terms of Engagement", into which terms these Terms of Business are incorporated.

UK Data Protection Legislation: any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation.

Works: all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software programs, inventions, ideas, discoveries, developments, improvements or innovations and all materials embodying them in whatever form, including but not limited to hard copy and electronic form, prepared by the Consultant in connection with the provision of the Services.

The headings in these terms are inserted for convenience only and shall not affect their construction.

A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

TERM OF ENGAGEMENT

The Client shall engage the Consultant to provide the Services on the terms of the agreement.

The Engagement shall commence on the Commencement Date and shall continue unless and until terminated:

as provided by the terms of the agreement; or

by either party giving to the other not less than four weeks' prior written notice to the other.

DUTIES AND OBLIGATIONS

During the Engagement the Consultant shall:

provide the Services with all due care, skill and ability; and

through its servants and agents devote a reasonable number of hours in each calendar month to the carrying out of the Services as may be necessary for their proper performance.

If the Consultant is unable to provide the Services due to illness or injury of its servants or agents, the Consultant shall advise the Client of that fact as soon as reasonably practicable.



The Consultant shall, and shall procure that its servants and agents involved in the provision of the Services shall, comply with all reasonable standards of safety and comply with the Client's health and safety procedures from time to time in force at the premises where the Services are provided and report to the Client any unsafe working conditions or practices.

The Consultant may use a third party to perform any administrative, clerical or secretarial functions which are reasonably incidental to the provision of the Services provided that:

the Client will not be liable to bear the cost of such functions; and

at the Client's request the third party shall be required to enter into direct undertakings with the Client, with regard to confidentiality.

FEES

The Client shall pay the Consultant the Fees.

In consideration of the provision of the Services, the Client shall pay each invoice submitted by the Consultant in accordance with clause 4.1, within seven days of receipt.

Fees shall be paid in full if the Client cancels a scheduled appointment/ work less than 7 working days beforehand. A fee of 50% will be charged for an appointment/work cancelled between 7 and 21 days beforehand.

EXPENSES

The Client shall reimburse all reasonable expenses properly and necessarily incurred by the Consultant and its servants and agents in the course of the Engagement, subject to production of receipts or other appropriate evidence of payment. Mileage is charged at 0.45p per mile

OTHER ACTIVITIES

Nothing in the agreement shall prevent the Consultant or its servants and agents from being engaged, concerned or having any financial interest in any Capacity in any other business, trade, profession or occupation during the Engagement provided that such activity does not cause a breach of any of the Consultant's obligations under the agreement.

CONFIDENTIAL INFORMATION AND CLIENT PROPERTY

The Consultant acknowledges that in the course of the Engagement its servants and agents will have access to Confidential Information. The Consultant has therefore agreed to accept the restrictions in this clause 7 and to procure that its servants and agents do likewise.

The Consultant shall not, and shall procure that its servants and agents shall not (except in the proper course of its or his duties), either during the Engagement or at any time after the Termination Date, use or disclose to any third party (and shall use its best endeavours to prevent the publication and disclosure of) any Confidential Information.

This restriction does not apply to:

any use or disclosure authorised by the Client or required by law; or

any information which is already in, or comes into, the public domain otherwise than through the Consultant's or its servants' or agents' unauthorised disclosure.

At any stage during the Engagement, the Consultant will promptly on request return to the Client all and any Client Property in its or its servants' or agents' possession.

DATA PROTECTION

The parties acknowledge that for the purposes of the Data Protection Legislation, the Consultant is the data processor and the Client is the data controller.

The Consultant shall, in relation to any Personal Data processed in connection with the Engagement:

process that Personal Data only on written instructions of the Client;

keep the Personal Data confidential;

comply with the Client's policies on Data Protection;

comply with the Client's reasonable instructions with respect to processing Personal Data;

not transfer any Personal Data outside of the European Economic Area without the Client's prior written consent;

assist the Client in responding to any data subject access request and to ensure compliance with his obligations under the Data Protection Legislation with respect to security, breach notifications, privacy impact assessments and consultations with supervisory authorities or regulators;

notify the Client without undue delay on becoming aware of a Personal Data breach or communication which relates to the Consultant or Client's compliance with the Data Protection Legislation;

at the written request of the Client, delete or return Personal Data and any copies thereof to the Client on termination of the Engagement; and

maintain complete and accurate records and information to demonstrate compliance with this clause.

INTELLECTUAL PROPERTY

The Client acknowledges that all and any Intellectual Property Rights in the Works shall vest in the Consultant at all times.

LIMITATION OF LIABILITY

Nothing in the agreement shall limit or exclude the Consultant's liability for: -

death or personal injury caused by its negligence; fraud or fraudulent misrepresentation; or any other liability which cannot be limited or excluded by applicable law.

Subject to clause 10.1, the Consultant shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the agreement for:

loss of profits;

loss of sales or business;

loss of agreements or contracts;

loss of anticipated savings;



loss of or damage to goodwill;
 loss of use or corruption of software, data or information; or
 any indirect or consequential loss.

Subject to clause 10.1, the Consultant's total liability to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the agreement shall be limited to the value of the fees paid by the Client to the Consultant under the agreement.

The terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the agreement.

TERMINATION

Notwithstanding the provisions of clause 2.2, the Client may terminate the Engagement with immediate effect without notice and without any liability to make any further payment to the Consultant (other than in respect of amounts accrued before the Termination Date) if at any time:

the Consultant or its servants or agents commit any serious or repeated breach or non-observance of any of the provisions of the agreement or refuses or neglects to comply with any reasonable and lawful directions of the Client to remedy such breaches; or

the Consultant makes a resolution for its winding up, makes an arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its creditors or an administration or winding-up order is made or an administrator or receiver is appointed in relation to the Consultant.

The rights of the Client under clause 11.1 are without prejudice to any other rights that it might have at law to terminate the Engagement or to accept any breach of the agreement on the part of the Consultant as having brought the agreement to an end. Time shall be of the essence in executing clause 11.1.

OBLIGATIONS ON TERMINATION

On the Termination Date the Consultant shall, and shall procure that its servants and agents shall immediately deliver to the Client all Client Property and original Confidential Information which is in its possession or under its or his control.

INSURANCE

Without prejudice to the provisions of clause 10 (Limitation of Liability) during the term of the agreement the Consultant shall maintain in force, with a reputable insurance company, professional indemnity insurance at an amount in the sum of £500,000 (five hundred thousand pounds) and public liability insurance at an amount in the sum of £5,000,000 (five million pounds) to cover the liabilities that may arise under or in connection with the agreement and shall produce to the Client upon written request both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

STATUS

The relationship of the Consultant (and its servants and agents) to the Client will be that of independent contractor and nothing in the agreement shall render it (nor its servants and agents) an employee, worker, agent or partner of the Client and the Consultant shall not hold itself out as such and shall procure that its servants and agents shall not hold themselves out as such.

NOTICES

Any notice given to a party under or in connection with the agreement shall be in writing and shall be:

delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

sent by email to its main email address.

Any notice shall be deemed to have been received:

if delivered by hand, on signature of a delivery receipt;

if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service;

if sent by email, immediately following transmission.

This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

ENTIRE AGREEMENT

The agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

Each party acknowledges that in entering into the agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the agreement.

Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the agreement.

Nothing in this clause shall limit or exclude any liability for fraud.

VARIATION

No variation of the agreement or of any of the documents referred to in it shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

THIRD PARTY RIGHTS

Except as expressly provided elsewhere in the agreement, a person who is not a party to the agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under the agreement are not subject to the consent of any other person.

GOVERNING LAW

The agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the agreement or its subject matter or formation (including non-contractual disputes or claims).



PLATFORM TERMS OF USE

ABOUT ELEVATE

Elevate is a business driven by amazing people with a vision to empower others to ELEVATE their performance. The aim of our Platform is to:

- inspire and support people to reach their potential.
- make personal and corporate development accessible to all.
- empathise and challenge.
- provide a trusted, reliable source of information for individual businesses.
- draw together the best experts in one place - a dream team providing excellent services under one roof.

These Platform Terms of Use set out the agreement between: (i) you as a Member and user of the Platform; and (ii) Elevate. They are intended to govern your use of the Platform, its services, features, tools and programmes.

Please read these Terms of Use carefully and ensure that you understand them. By accessing the Platform or creating an Account with us, you agree that you have read, understood and agree to be bound by these terms.

1. DEFINITIONS

For the purposes of these Terms of Use, the following words shall have the following meaning:

Account:

means an account required for a Member to access and use the Platform's Services and Content, as detailed in paragraph 6.

Content:

means the recorded seminars, training sessions, podcasts, articles, programme materials and content created by either by the Platform Owner or our Experts and hosted on the Platform.

Elevate:

means Elevate BC Ltd, Plas Farm, Llansteffan, Carmarthen, SA33 5JP.

Experts:

means the team of highly qualified and experienced experts in executive coaching, mentoring, facilitation, leadership training and development who contribute to the Platform.

Intellectual Property Rights:

means any patents, designs, copyright and related rights, rights in recordings, trademarks, business names and domain names, goodwill trade dress and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply and all similar or equivalent rights or forms of protection in the future in any part of the world

Member:

means any individual, organisation or corporate entity who wishes to access the Content.

Services:

means the access to the Platform and Content as described in paragraph 2.

Platform:

means the digital platform developed and owned by Elevate and hosted at the web domain www.elevatbc.co.uk

2. THE ELEVATE SERVICES

Elevate aims to provide its Members with access to the tools, knowledge and expertise they need to elevate performance and well-being. Our Platform will provide access to online content seminars, presentations, podcasts and articles, as well as live training sessions, discussions and networking events. We focus our services on the following three key areas:

• **Elevate your Wellbeing**

To perform at your best takes balance and we believe that taking care of health and wellbeing is vital in order to be able to excel. Individuals who take care of themselves and businesses that invest in the wellbeing of their teams are proven to perform better.

You will be able to access Content created by our experts in the health and wellbeing sector to better understand your yourself and learn how to work with your mind and body to excel.

• **Elevate your Personal Performance**

Our experts will help you to identify factors holding you back and preventing your development whilst also helping you to develop the tools, strategies and behaviours you need to enhance your impact, influence and career.

• **Elevate your Business**

With years of business experience and expertise in a wide range of industries, we will elevate the performance of your business by supporting you with business consultancy, strategy development, start-up and scale up advice, executive coaching and mentoring leadership programmes and other executive services to ensure the development of your business and its employees.

3. MEMBERSHIP OF THE PLATFORM

Membership is available for both individuals, corporate entities and organisations. In order to access any of our materials and content, you will need to become a Member and set up an account with us. Details of how to set up and account are set out in paragraph 6 below.

4. SUBSCRIPTIONS PROGRAMMES

There are three different levels of Platform membership available, depending on your individual and organisational needs.

• **Elevate: Essentials**

Our elementary membership package provides you with access to



our library of articles and podcasts. You also have the opportunity to access news and updates. This membership package is available to all individuals and professionals.

• Elevate: Corporate

This corporate level membership will give your business and teams access to 'tailored' content and resources to maximise their performance.

• Exclusively Elevate

This is the most comprehensive membership package and offers access to exclusive content, monthly coaching events, live discussion groups and networking opportunities. You will also have early access to our new podcast series and be invited to our Expert-led webinars. Membership is on application, and you will be able to submit your own profile, which will be shared with a limited number of other exclusive members, in a cohort environment.

You will also have access to our signature 'Confidence and Impact' events and invited to attend our member-only retreats at Llansteffan Castle.

Please see our website for details of the pricing and subscription options.

5. ACCESS TO EXPERTS

If you have attended a training session or webinar by one of our Experts or enjoyed one of their podcasts or articles and think that they may be able to support your business further, then please contact Elevate at enquiries@elevatebc.co.uk

6. CREATING AN ACCOUNT WITH US

To become a member and to access any of our materials, including the free materials available as part of our Elevate Essentials membership, you will need to register and create an Account. For this you will need to provide an email address. This will enable us to remember your previous Content downloads and suggest other seminars and Content which may be of interest to you. The account may also later be used to purchase subscriptions to our other programmes.

If you become a member of our Exclusively Elevate programme, we may also request your home address in order to send you a welcome pack, invitations and other materials.

Upon creation of an Account you will also have the opportunity to create a user profile, where you can describe yourself, your experience and other qualifications. This will enable networking and other opportunities.

When creating an Account, it is your responsibility to ensure that the information you provide is accurate and complete. If any of your details change at a later date, it is your responsibility to ensure that your account information is kept up to date.

The personal information you provide in order to open an Account or create a user profile will be collected, used and held in accordance with our obligations under the relevant data protection law, as set out in our Privacy Policy, which can be found at:

<https://www.elevatebc.co.uk/business-privacy-policy/>

Please be aware that we use a third-party payment processor for the payment of our subscription fees. The payment processor may also collect personal data from you for the purposes of processing any payment. You will need to refer to the payment processor's data protection and privacy policy for details on how they may use and store your personal data.

7. KEEPING YOUR ACCOUNT DETAILS SAFE

When setting up an Account, we recommend that you choose a strong password consisting of a combination of uppercase and lowercase letters, numbers and symbols. It is your responsibility to keep your password safe and not disclose your login information to any other person. You will be responsible for all uses of your login information, including the subscription purchases made using your Account.

If you become aware of, or reasonably suspect any breach of security, including any loss, theft or unauthorised disclosure of your login information or unauthorised access to your Account, please contact us immediately. We will not be liable for any unauthorised use of any Account.

If you wish to terminate or close your Account, please notify us and your Account will be terminated and removed within a reasonable period following receipt of your request. You will no longer be able to access your Account from the date it is closed.

8. CORPORATE ACCOUNTS

In setting up a corporate account, we may need to verify the identity of the legal entity and may request registration documents and confirmation of the entity VAT number.

As a corporate Member, we will issue an agreed number of user Accounts. It is your duty as Member to ensure that:

- (i) Only current employees will have access to an Account login and password.
- (ii) Usernames and passwords shall be assigned and used by one employee only and shall not be used by multiple employees.
- (iii) If the employee leaves your employment, then the Account log in using that employee name and password shall be deleted and deactivated. Upon request a new account log on will be provided for a replacement employee.
- (iv) You may not allow individuals whose accounts or subscriptions have been terminated by us in accordance with paragraph 15, to use a corporate account.

As the owner of a corporate account, you are also responsible for ensuring that all employees who access the Platform are aware of these terms of use and other applicable terms and conditions and that they comply with them.

In order to realise the best impact of our Elevate Corporate services, we encourage our corporate Members to set up internal networking groups either through 'Slack' or a similar communication app. This will allow employee members to exchange experiences and ideas and continue to encourage each other's development. Elevate is, however, not responsible for the selection and operation of the internal communication channel and so you will need to determine which app best meets your company needs.

9. SUBSCRIPTION FEES AND PAYMENT TERMS

Details of pricing and subscription fees are set out on our website and are payable in GBP. The subscription fees are exclusive of VAT and other taxes.

The subscription fees can be paid by credit card or debit card via the payment platform. Elevate is not responsible for any additional charges charged by your card provider or the provider of the payment platform.



Unless otherwise stated, subscription shall be on an annual basis with the subscription fees payable on a monthly or annual basis.

You may terminate your subscription on three months' notice by sending an email to the following address: enquiries@elevatebc.co.uk If you have an annual subscription, you will not be refunded any unused part of the subscription fee for the year in which you terminated your subscription.

If your Account or subscription is terminated in accordance with paragraph 15, the subscription fee for any remaining subscription period is non-refundable.

10. ANNUAL SUBSCRIPTION RENEWAL

If you pay your subscription on an annual basis, then will issue you with notices prior to the end of any subscription period to remind you that the subscription is about to expire. Your annual subscription will renew automatically unless you notify us that you do not wish to renew the subscription prior to the subscription renewal date.

Upon termination of the subscription, you will no longer be able to access or download any content from our Platform but you may still have access to the freely available content and features.

11. ACCESS TO THE PLATFORM

Access to the Platform and the Content will be dependent upon your subscription programme.

It is your responsibility as a Member to make any and all arrangements necessary to access the Platform and Content.

Access to the Platform and its services is provided "as is" and on an "as available" basis. Elevate may alter, suspend or discontinue the Platform (or any part of it) and /or delete or remove access to any Content at any time and without notice. We will not be liable to you in any way if the Platform (or any part of it) is unavailable at any time and for any period. Your use of the Platform is at your own risk.

12. USE OF THE PLATFORM

You may only use the Platform in a manner which is lawful. You must NOT:

- (i) use the Platform in any way, or for any purpose, that is unlawful or fraudulent;
- (ii) use the Platform to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software, or data of any kind;
- (iii) use the Platform in any way, or for any purpose, that is intended to harm any person or persons in any way;
- (iv) modify or cause to be modified any Content, files, codes or any other component of the Platform;
- (v) copy, distribute, modify, alter, adapt, make available, translate, port, reverse-engineer, decompile or disassemble any portion of any the Platform or any of the Content published on it;
- (vi) Reproduce, republish or upload to the Content or copies of it to any another website, platform or any social media platform;
- (vii) publicly display, reproduce, record or create derivative works from, perform, distribute or otherwise use any of the Content other than as permitted by Elevate; or

- (viii) do anything which interferes with or disrupts the operation of the Platform or the servers or networks which host it, advertise, solicit or transmit any commercial advertisements or spam.
- (ix) conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to the Platform or any services provided via, or in relation to, the Platform. This includes using (or permitting, authorising or attempting the use of):
 - a. Any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the Platform or any data, content, information or services accessed via the same.
 - b. Any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations.

13. TERMINATION OF YOUR ACCOUNT AND / OR SUBSCRIPTION

The aim of the Platform is to elevate the performance of individuals and organisations by focusing on well-being and personal development. As such we expect our Members to adhere to these values and act with integrity towards others. Elevate reserves the right to suspend or terminate your Account and/or subscription if:

- (i) you breach the provisions of these Terms of Use, particularly in relation to the permitted use of the Platform and the Content;
- (ii) you display or publish any racist, sexist, homophobic or other offensive views or opinions, which contradict the values and aims of Elevate, whether this is in connection with your use of the Platform or otherwise; or
- (iii) as an organisation you allow or permit an employee Member to commit any breaches as set out in (i) and (ii) above.

In the event of any breach as set out above then Elevate may take the following action:

- (i) suspend, whether temporarily or permanently, your Account, subscription and/or your right to access the Content;
- (ii) In the case of an organisation, Elevate may terminate all Accounts or any particular employee Member Account(s);
- (iii) issue the Member with a written warning;
- (iv) take legal proceedings against the Member for reimbursement of any and all relevant costs on an indemnity basis resulting from the breach;
- (v) disclose such information to law enforcement authorities as required or as Elevate deems reasonably necessary; and/or
- (vi) any other actions that we deem reasonably appropriate (and lawful).

Elevate excludes any and all liability arising out of any actions (including, but not limited to those set out above) that it may take in response to any breaches of these Terms of Use.



In the event of the termination of any subscription in accordance with these General Terms, you will not be entitled to any refund for any unused part of the subscription fee for the remaining subscription period.

We also reserve the right to refuse new accounts and subscriptions for any individual or organisation. If you believe that any action has been taken against your account or subscription in error, please contact us.

14. UPON TERMINATION OF SUBSCRIPTION

Upon termination of a subscription, you will only have access to those generally available parts of the Platform, you will no longer have access to certain Content.

In addition, upon termination of a subscription or Account in accordance with paragraph 15 above,

the Member shall delete any and all copies of any downloaded content from all devices.

15. INTELLECTUAL PROPERTY RIGHTS

Elevate is the owner or licensee of all Intellectual Property Rights in the Platform and has all licences and permissions in place from the experts and other contributors to make the Content available on the Platform.

Upon creating an Account and purchasing a subscription, Elevate grants to the Member a non-exclusive, non-transferable and non-sublicensable licence, for the duration of the subscription period to access, use and download any the Content available to the applicable subscription, to any device for personal use, and, in the case of corporate memberships, for the personal use of its employees.

The Member shall not copy, modify, alter, adapt, make available, translate any of the Content, reproduce, republish or upload the Content or copies of it to any another website, platform or any social media platform, reproduce, record or create derivative works from or distribute any of the Content other than as permitted by Elevate.

Upon termination of the Account or expiry of the subscription for any reason, the Member shall delete any copies of the Content held on any personal device.

16. RESPONSIBILITY FOR LINKED WEBSITES AND CONTENT

The Platform may contain links to other sites and resources provided by third parties, including our experts, these links are provided for your information only. Such links should not be interpreted as approval of those linked websites or the information you may obtain from them. We have no liability towards you in respect of your use of any linked website, content or resources.

17. LINKING TO THE PLATFORM

You may link to the Platform, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

The Platform must not be framed on any other site, nor may you create a link to any part of the Platform other than the landing page.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on the Platform other than that set out above, please contact enquiries@elevatebc.co.uk

18. OUR RESPONSIBILITY FOR LOSS OR DAMAGE

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

The licence provided to you in relation to your use of the Content is for personal use only in order to aid personal development. You agree not to use the Platform and / or the Content for any commercial or business purposes and we have no liability to you for any loss of profit, loss of business, business interruption, loss of data, or loss of business opportunity. We are not responsible for business, strategy or other decision made upon the basis of accessing the Content.

If it established by an independent party that any Content downloaded from the Platform has damaged a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will reimburse the directly incurred and reasonable documented costs of either repairing or replacing the affected device with a device of the same or equivalent model and functionality up to a maximum cost of GBP 500.

19. RESPONSIBILITY FOR VIRUSES, MALWARE AND SECURITY

We do not guarantee that the Platform will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and devices to access the Platform. You should use your own virus protection software.

You must not misuse the Platform by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Platform, the server on which our site is stored or any server, computer or database connected to the Platform. You must not attack the Platform via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence in accordance with the relevant law and we will co-operate with those authorities by disclosing your identity to them.

20. DATA PROTECTION

We will only use your personal information as set out in our Privacy Policy, which can be viewed at:

<https://www.elevatebc.co.uk/business-privacy-policy/>

21. CHANGES TO THESE TERMS OF USE

We may periodically update these Terms of Use and the applicable Terms of Use shall apply as and when updated.

22. CONTACTING US

If you have any questions regarding the Platform, how to set up an Account, our subscription programmes or any general queries please contact us at enquiries@elevatebc.co.uk

23. LAW AND JURISDICTION

These terms of use, their subject matter and their formation are governed by the Laws of England and Wales and the courts of Wales will have exclusive jurisdiction over any disputes relating to or resulting from your use of the Platform.

