

#### **Terms and Conditions**

## 1. <u>Introduction</u>

- 1.1 These terms and conditions (together with our privacy notice and website terms of use (which can be found on our website at [www.glow-society.com] ("the Website")), ("Terms and Conditions") confirm the basis on which we supply the Level 7 Master Intuitive Life and Energy Alchemy Certification online programme ("the Programme") to you, the person purchasing the Programme ("You").
- 1.2 Please read these Terms and Conditions carefully <u>before</u> placing your order. By placing your order for the Programme you are agreeing to be bound by these Terms and Conditions. Should you not wish to be bound by these Terms and Conditions then you should not proceed to order and purchase the Programme.

#### 2. <u>Definition and Interpretation</u>

- 2.1. For the purposes of this Agreement, unless the context otherwise requires, the following expressions have the following meanings:
- Client means an individual who has purchased and/or is accessing the Programme or the Course.
- Client Content means any comments, information, content, photographs or graphics provided to us by a Client.
- Confidential Information Means any ideas, know-how, business practices, customer/client details, personal data, materials, therapeutic and coaching tools, content, data, software, documents, resources, video and audio recordings, presentations, downloads, podcasts, workbooks, methods, concepts and techniques, systems, plans, trade secrets, and other confidential and/or proprietary information.
- Content means any materials, information, tools, videos, resources, data and other content.
- Course means the 8 Modules in the Intuitive Life and Energy Alchemy Certification.
- Course Fee means the total cost of the Course.
- Course Services means the services which a Client purchasing the Course will have access to.

- Programme Fee means the total cost of the Programme excluding any additional administration costs or reassessment costs.
- Method means the Glow Alignment Method created, developed and owned by us which will be delivered as part of the Programme.
- Private Groups mean any private online area, membership area, or private group including our private Facebook group.
- Programme/Certification means the Intuitive Life & Energy Alchemy Coach Qualification programme (IL&EAC) which is a 12-month coaching, teaching, and mentoring support programme.
- Programme Services means the services which a Client purchasing the Programme will have access to, as set out in Schedule 1.
- Intellectual Property means any copyright, database right, design right, patent, registered design, service mark, trademark, and any application for any of the above whether current or pending, and whether in the UK or any other part of the world.
- Personal Data means any information which is capable of identifying another individual as further defined within the General Data Protection Regulation 2016/679.
- Services mean the Programme or Course as purchased by the Client.
- Sessions mean any interactive group session provided as part of the Services.

#### 3. What you agree to when you purchase the Programme

- 3.1. When you purchase the Programme, you're confirming that you're over 18, that you're legally capable of entering into a legally binding contract, and that all information you provide to us is true and accurate.
- 3.2 . You agree to keep your access to the Programme private, and not to share, disclose, assign, sell or license any part.
- 3.3. During your access to the Programme, you may choose to review and make decisions concerning your personal and home life, business, and career, finances, lifestyle, education and development, or health and wellness. You accept that any such reviews, subsequent decisions, implementation, and action will be your sole responsibility and that we'll not be liable for your failure to make decisions, put into action plans or strategy, or for any results whether direct or indirect arising out of your access to and/or use of the Programme.
- 3.4. You acknowledge that the Online Course is designed to provide you with information, materials and support to assist you in developing yourself, and your business, and it is not a substitute for counselling or other therapy services. If you're currently seeking medical or other professional help concerning your mental health, or if you're in any way unsure as to your mental capacity to use the Programme, then you agree to seek advice from a relevant medical professional and inform us if appropriate and relevant.

## 4 The Programme

- 4.1. The Programme is a business-related course and is designed to be used for business purposes.
- 4.2. We'll deliver the Programme with reasonable care and skill and use our reasonable endevours to deliver within the timescale as set out in Schedule. However, time shall not be of the essence for delivery.
- 4.3. Any information, support, and guidance provided is not personal to you and should not be taken or relied upon as advice, guidance, or information personal to your own situation or circumstances.
- 4.4. Whilst we'll make every effort to deliver the Programme in accordance with the details in Schedule 1, we reserve the right to amend, revise, make changes, or cancel, amend, change, or reschedule any part as is reasonably required by us without any notice to you. Where changes or amendments are made, we'll ensure that the Programme still matches the description provided to you at the time of your purchase, save that we shall not be prevented from making any beneficial changes to the Programme which mean that the original description is enhanced. We shall not be liable for any changes or cancellations that are made to the Programme.
- 4.5. The Programme is provided on an 'as-is' and 'as available' basis. From time to time we may be required to undertake changes or amendments to the Programme, or our systems, and processes, which includes routine and unexpected maintenance. We shall not be liable for any lack of accessibility to the Programme or our systems or processes which is caused due to routine or unexpected maintenance.

#### 5 Access to private areas, groups and sessions

- 5.1. Where the Programme includes access to a private area and/or you are required to set up an account it shall be your responsibility to:
- 5.1.1. Provide the correct information to set up your access to the private area or create your account; and
- 5.1.2. Keep your password or any other access information private, safe and secure; and
- 5.1.3. To notify us should you become aware of, or suspect that a third party is aware of your password or access details.
- 5.2. Where the Programme includes interactive or live training, teaching, coaching or information sessions via video link or telephone ("the Sessions"), the dates and times of these Sessions will be arranged by Glow Society and the team and notified to you in the private Facebook group. It shall be your responsibility to attend the Sessions as arranged and no alternative or replacement dates or times shall be offered if you are unable to attend for whatever reason.
- 5.3. We respect your privacy and confidentiality, and we ask that you respect the privacy of other individuals accessing the Programme ("Clients"). Where we provide access to Sessions, a private facebook group or other private group, or area, you agree:
- 5.3.1. To act in a reasonable and responsible manner at all times when accessing the private groups or areas or during any Sessions and not to act in a manner which may cause offence, distress, or alarm to any Clients, or any other individual accessing the Programme;

- 5.3.2. Not to record any Sessions for your personal use or otherwise.
- 5.3.3. To share information, whether expressed to be confidential or not, that is shared by another Client.
- 5.3.4. Not to capture or share images of any other Client or that include any other Client without that Client's express permission.
- 5.3.5. Not to canvass, promote, or advertise your products or services to any of our employees, contractors or Clients, or use your participation in the Programme or access to the Programme to canvass, promote or advertise your products or services without our express consent.
- 5.3.6. Not to use any private group or area for any unlawful purpose; and
- 5.3.7. That when accessing any private group or area that you will not upload, post, transmit or otherwise make available content that:
- 5.3.7. Infringes copyright, trademark, or other intellectual property rights belonging to us or any other person or entity.
- 5.3.7.2. Is by its nature defamatory, libellous, obscene, demeaning or which causes offence to another individual whether intended or not;
- 5.3.7.3. Discloses personal and/or confidential, or sensitive information about another person;
- 5.3.7.4. Is threatening or causes a Client to feel harassed, or in fear; and/or
- 5.3.7.5. Is classed as spam.
- 5.4 If you become aware of any inappropriate behaviour, comments, or content being shown, or displayed within any of our groups, on our Website, or during any Sessions you agree to notify us as soon as possible.

# **Your Purchase of the Programme**

- 6.1. Your order and purchase of the Programme is a contractual offer that we may, at our sole discretion, accept.
- 6.2. Our welcome email confirms acceptance of your order and our legally binding agreement.
- 6.3. If your order is not accepted, we will notify you by email and provide a full refund.
- 6.4. When we deliver the Services, we agree to do so with reasonable care and skill.
- 6.5. We reserve the right to make changes to the Services, in whole or part, as we reasonably require without notice to you. If we make changes, we will ensure that the Services still match the original description, except where the change, enhances the original description. We shall not be liable for any reasonable changes or cancellations that are made to any of the Services.
- 6.6. In the event we are unable to fulfil your order and deliver the Programme we shall notify you by email and provide you with a full refund of the Programme Fee paid.

#### 7. Qualifications as a Certified Intuitive Life and Energy Alchemy Coach.

- 7.1. As part of the Programme you will be offered the opportunity to qualify as an Intuitive Life and Energy Alchemy Coach which includes four separate Certifications: Intuitive Life Coach, Master Coach, Energy Alchemy, The Glow Alignment Method. In order to become Certified with us you will be required to undertake certain activities, and assessment to demonstrate your competency.
- 7.2. The certification assessment criteria is as follows:
- 7.2.1. Completion of a Multiple Choice Questionnaire (80% pass rate); and
- 7.2.2. Completion of Practical Assessment which includes a 30-minute recorded session; and
- 7.2.3. Completion of at least 60 hours of Coaching experience with 6 reflective practises.
- 7.3. If you fail to meet the assessment criteria you will be entitled to undertake one further assessment at no additional cost to you. We reserve our rights to charge a fee in respect of our time and to cover administration costs for any further assessment attempts should your first reassessment be unsuccessful.
- 7.4. The decision to certify you as an IL&EAC shall be at our absolute discretion. We make no guarantee that you will successfully achieve the qualification of IL&EAC. Any appeals concerning our decision should be made in writing and emailed to support@glow-society.com.
- 7.5. No refunds will be provided where a decision is made not to provide you with the ILEAC qualification, although we may offer the opportunity to retake the assessment or certain elements of the Programme again at no extra cost if you have fully complied with the Programme, attended all Sessions and have completed all assessments, any such decision will be at our absolute discretion.
- 7.6. Following completion of the Programme you will have met the requirements to automatically qualify to take your individual assessment with the IAPC&M. This consists of a 30-minute assessment and it is your responsibility to book this with the IAPC&M directly. We cannot guarantee you will pass first time with the IAPC&M and do not cover any additional costs should you need to re-take your assessment with them.
- 7.7 On embarking on our Intuitive Life & Energy Alchemy Coaching Certification programme you have a period of 12 months during which to complete your assessment and reassessment (where necessary), to achieve your certifications with us. After this date you will only be entitled to complete your assessment or any further assessments, with our express agreement in writing.
- 7.8. Once you have successfully obtained your IAPC&M Accreditation you will be licenced for a period of 12 months. At the end of the 12- month period you will have the opportunity to re-new your license subject that the IAPC&M are happy for you to continue and you demonstrate the required competency, that you are maintaining professional, and ethical standards. Please note your yearly fee to the IAPC&M is your responsibility. Any decision to renew your licence after 12 months will be at your discretion.
- 7.9. The certification process will consist of 300 hours of training, and teaching followed by an assessment undertaken by us to assess your competence. If your assessment is successful, then we will award you with all four certificates which can be submitted to the IAPC&M ready for you to take your practical assessment with them.

- 7.10. At all times during the course we provide you the opportunity to undergo energy and alignment work for personal experience and transformation. You are responsible for your own heath and it is important this complimentary care is not a replacement treatment for any medical treatment you are undergoing.
- 7.11. We are not Medical practitioners and therefore our advice on Energy and Health is supportive information, not medical advice. If you require information or assistance concerning any medical or health-related issue(s) then you should seek the advice of your qualified medical practitioner.

## 8. Compliance with Ethical and Professional Standards.

- 8.1. As part of your access to the Services you will have the opportunity to learn, develop and experience powerful tools and techniques. When learning and using these tools you agree to use them responsibly and ethically.
- 8.2. Should we determine that, in our reasonable opinion, you have acted in a way which is in breach of any relevant ethical guidelines then we shall be entitled to revoke your certification and terminate your access to the Programme or the Course, without refund.
- 8.3. You shall be responsible for ensuring that you comply with all rules, regulations and codes of conduct that apply to your work as a coach or any services that you deliver or intend to deliver.
- 8.4. You shall be responsible for ensuring that you have in place adequate insurance to cover any, and all services that you provide.

### 9. Fees and Charges

- 9.1. The cost of the Programme, or the Course, which is payable by you and the applicable payment methods are as set out in Schedule 1.
- 9.2. Time for payment shall be of the essence. It shall be made without deduction, set off, or any form of withholding except as is required by law, and cleared payment must be received by us before you are entitled to access the Services.
- 9.3. The Course Fee, and the Programme Fee, are based upon our knowledge and experience and the time, effort, and availability of the Services, and are not based on your actual usage and/or level of attendance. You agree and acknowledge that:
- 9.3.1. You shall not be entitled to any form of credit, or deduction from the Course Fee, or Programme Fee for any non-attendance or lack of usage of any part of the Services on your part; and
- 9.3.2. The Fee is payable in full and non-refundable.
- 9.4. If you choose to pay by credit or debit card then you authorise us to charge your payment method. If it is rejected, or fails, but you have still received access to the Programme, you agree to provide full payment within 7 days from access to the Programme being provided.

- 9.5. If we agree to accept payment by instalments, you agree to provide payment of the instalments in accordance with the instalment plan provided to you at the time of your purchase. You accept that you will remain responsible for providing the instalment payments until the Fee has been paid in full.
- 9.6. We reserve the right to change the Course Fee or Programme Fee at any time. Any changes will not affect the price of your chosen Service where payment has already been made and a welcome email has already been sent.
- 9.7. The Programme Fee shall be paid by you in £ Sterling using the payment methods set out in Schedule 1 and is inclusive of VAT and any other taxes which may apply.

#### 10. Late Payment

- 10.1. You are responsible for ensuring that payment of the Course Fee, or Programme Fee, or any instalment of the Fees, is paid in full and on time in accordance with the payment terms set out on the sales page and payment page at the time of your purchase.
- 10.2. Without prejudice to any other right or remedy that we may be entitled to, where your account is beyond 7 days overdue then:
- 10.2.1. We shall be entitled to withhold access to the Services, including all Sessions and Groups, until payment has been made in respect of the outstanding amount; and
- 10.2.2. Interest shall accrue and be added to your account on a daily basis as from the date payment is due until full payment (including accrued interest) is received by us. Interest will be calculated on the outstanding Fee at a rate of 8% over the Bank of England's base rate from time to time; and
- 10.2.3. A fixed administration fee of £50 shall be added to your account.
- 10.3. In the event your account is beyond 14 days overdue then we shall be entitled to terminate your access to the programme and instruct a collection or legal agent to seek recovery of the Fee along with interest and any accrued costs incurred.

## 11. Refund Policy

- 11.1. No refund policy shall apply to your purchase of the Services. However, if within the first 14 days of purchasing you feel it's not a right fit for you then you can cancel your order and receive a refund. After 14 days of purchase, no refunds will be made available.
- 11.2. In light of our refund policy, no chargeback or threatened chargeback claims from your debit or credit card provider will be accepted by us. If you have any concerns with the Services then you agree to notify us in accordance with this Agreement. If you choose to pursue a chargeback claim without first contacting us then you accept that such action shall constitute a breach of this Agreement and you shall indemnify us for the repayment of any charges, costs or fees imposed on us by your debit or credit provider or our merchant service provider as a result of your actions, along with our reasonable costs for dealing with the matter calculated at a rate of £100 per hour.

#### 12. Cancellation and Termination

- 12.1. You may end this Agreement by providing us with 14 days' notice by emailing support@glow-socieyty.com. Please remember that no refunds apply, and you will be liable for full payment of the Programme Fee or Course Fee, as applicable, despite any notice of cancellation if after 14 days or purchase.
- 12.2. We shall be entitled to limit your access to the Services or suspend, and/or terminate this Agreement with immediate effect and without refund of any Fee, whether paid or remaining due and payable, if we reasonably determine that:
- 12.2.1. You have committed a material breach of any of your obligations under this Agreement; or
- 12.2.2. You have failed to provide payment of any sum due to us, as and when it becomes due; or
- 12.2.3. You have become subject to a bankruptcy or similar financial order or proceedings; or
- 12.2.4. You enter into an insolvency arrangement or are otherwise unable to pay your debts; or
- 12.2.5. You cease trading, or an administration, or similar financial order is made;

or

12.2.6. You have acted or behaved dishonestly, fraudulently, or in a way which we reasonably consider may have a detrimental effect on our business and/or reputation

or

12.2.7. You have failed to positively engage with the Services or impaired the delivery of the Services to you or a Client

or

12.2.8. You have acted in a way which is abusive or is intended to cause offence to us or a Client becoming disengaged, disruptive or if you impair the provision of the Programme or the enjoyment of the Programme by any of our Clients. For the purposes of this Agreement the terms disengaged and disruptive shall be given their ordinary dictionary meaning and examples of such behaviour shall include, but not be limited to, displaying a lack of interest in the Programme, failing to respond positively to requests for further information or other contact, repeatedly ignoring or failing to respond to emails or other messages, communicating in a way which is abusive or intended to cause offence; and/or failing to follow or abide by any of the terms set out within this document or any other terms or guidelines as may be agreed whether such action constitutes a material breach or not.

and/or

- 12.2.9. You have failed to abide by any term of this Agreement or any other guidance we may provide whether such action constitutes a material breach or not.
- 12.3. Upon termination of this Agreement for any reason:
- 12.3.1. Your access to all Course or Programme Services (as applicable), any private social media accounts, any Content, any Private Groups and any other online resources, will be removed, unless expressly agreed otherwise. We will not be liable to you for any claims relating to the removal of that access; and

- 12.3.2. Any Fee or other monies owed by you to us will become immediately due and payable; and
- 12.3.3. Any terms of this Agreement which either expressly or by their nature relate to the period of time after termination and/or the Services have been delivered, shall remain in full force and effect; and
- 12.3.4. You shall cease to use, either directly or indirectly any Content, our Method or any Confidential Information belonging to us, or provided by us to you and shall immediately return to us or destroy any copies in your possession or control.
- 12.4. In the absence of any earlier termination in accordance with this Clause, this Agreement will terminate.

Upon termination of this arrangement for any reason:

- i. All clauses which either expressly or by their nature relate to the period after the delivery of the Programme or expiry or termination of the same shall remain in full force and effect; and
- ii. You will no longer have any access to any private groups, Sessions or Content, unless we have expressly agreed in writing otherwise.; and
- **iii.** You shall cease to use, either directly or indirectly any Content or Confidential Information received as part of the Programme, and shall immediately return to us or destroy any documents, materials or resources in your possession or control which contain a record of any Content or Confidential information.

### 13. Confidentiality

- 13.1. The protection of confidentiality is very important to us. If you disclose Confidential Information to us in connection with your use of the Programme, we agree not to communicate or disclose it, make it available to others, or use it for our own purposes without your consent.
- 13.2. Where we disclose Confidential Information to you, or where it is disclosed by another individual accessing our Services, you agree that the Confidential Information belongs solely and exclusively to the person disclosing it, and that you will not share it or use it in any way other than in discussions as part of your use of the Services;
- 13.3. In these Terms, Confidential Information means ideas, know-how, business practices, customer/client details, concepts and techniques, plans, trade secrets, and other confidential and/or proprietary information ("Confidential Information"). It excludes any information that was already known to us before you provided it, or where it was already in the public domain, created by us, or provided to us separately by someone else without any breach of these Terms and Conditions.

## 14 <u>Intellectual Property</u>

14.1. As part of the Services we may provide you with access to Content. Where you purchase the Programme, ONLY then along with access to Content we may also provide you with access to our unique GLOW Business and Coaching Frameworks, methods and tools.

We take the protection of our Intellectual Property Rights in relation to our Content, Method, and Services very seriously. You agree and accept that all Content and our Method remains our confidential and proprietary intellectual property and belongs solely and exclusively to us.

- 14.2. Our Content and Method can only be used by you in connection with your use of the Programme or Course, as applicable, and should not be copied, modified, reproduced, shared, published, disclosed, or used for any reason, whether for commercial gain or not, without our prior written consent and nothing within this Agreement, constitutes a transfer of any intellectual property or grant of a licence or any right to use unless expressly set out in this Agreement or we have provided our prior written consent.
- 14.3. As part of your purchase of the Services we will grant to you a personal, limited, non-transferable, non-exclusive, revocable licence to access, view, and use our Content and our Method (for Programme purchases only), on the following terms only:
- 14.3.1. As part of any one-to-one private work that you undertake subject to you having in place strict terms and conditions to protect the use of our Content and Method from any infringement by your clients or other third parties;
- 14.3.2. As part of any private group work you undertake subject to you ensuring that you clearly reference us as authors and creators of the Content, and/or our Method, and on the basis you have in place strict terms and conditions to protect the use of our Content and our Method, from any infringement by your clients or other third parties;
- 14.3.3. For your private and personal use;
- 14.3.4. As part of your use of the Services for the purposes as intended by this Agreement. Your licence becomes valid upon full payment of all relevant Fees, payments, and any other monies owing to us and we have the right to withdraw it at any time, without notice where we reasonably believe you are in breach of the terms of the licence.
- 14.4. You shall not use our Content, our Method (where applicable), or any of our Confidential Information or Intellectual Property for any other purposes including but not limited to:
- 14.4.1. Teaching or presenting the Method to your clients or other third parties; or
- 14.4.2. As part of your own business or training courses or to create a system, method or training course; or
- 14.4.3. In any lectures, seminars, workshops, webinars, presentations or similar; or
- 14.4.4. As if the Method or Content was created or produced by you; or
- 14.4.5. For any other purpose without our express consent in writing;
- 14.5. Where any Content contains intellectual property belonging to a third party, it's use will be subject to that third party's terms and you shall be responsible for seeking consent to use it from that third party. Nothing contained within this Agreement shall be construed as any form of implied or expressed licence or other form of use of that party's intellectual property and we shall not be liable to you in respect of your use or attempted use of any Content that contains material belonging to a third party.
- 14.6. When you purchase the Services you agree and undertake that from the date of this Agreement that you SHALL NOT:

- 14.6.1. Copy, reproduce, sell, license, share, or distribute any of our Content or our Method, whether during the period of your access to the Services, or at any time thereafter.
- 14.6.2. Record any webinars, online or in-person events, videos, Sessions, or any Content, or information relating to the Method;
- 14.6.3. Infringe any of our copyrights, patents, trademarks, trade secrets, or other Intellectual Property rights or any such rights, belonging to a Client.
- 14.7. In the event of your breach of your obligations relating to our Intellectual Property (including but not limited to the Content, Method and Services), then:
- 14.7.1. You shall immediately cease and desist the illegal use of our Intellectual Property upon receipt of such notice from us;
- 14.7.2. You agree and accept that damages, loss, or irreparable harm may arise for us due to your illegal use of our Intellectual Property and, in such circumstances, we shall be entitled to seek relief, including injunctive relief against you; and
- 14.7.3. You shall indemnify and keep us fully indemnified for all such damages and losses sustained as a consequence of your breach of this clause.
- 14.8. The provisions above shall continue in force notwithstanding termination of the Agreement for any reason.

#### 15 Your Personal Data and How We Use It

- 15.1. Personal data in these Terms means any information which is capable of identifying another individual, as further defined within the General Data Protection Regulation 2016/679 ("GDPR").
- 15.2. Any Personal Data you provide to us will be maintained, stored, accessed and processed in accordance with recognised data protection laws and legislation including the GDPR. We shall only process your Personal Data to the extent reasonably required to enable proper delivery of the Services and shall retain it only for as long as reasonably necessary to allow completion and delivery of the Services and to comply with any legal or regulatory requirements. For full details of how we process, use, collect, and store your Personal Data please refer to our privacy notice which can be found www.glow-society.com.
- 15.3. As part of the delivery of the Services your image may be recorded in photographs, images, or screenshots by us or other individuals accessing the Services and shared on social media. By purchasing our Services and agreeing to these Terms you are providing your consent for your image to be used. Should you wish to revoke your consent you can do so by emailing us at support@glow-society.com
- 15.4. The obligations set out above and in clauses 10 and 11, shall not apply where it is necessary for us to disclose in connection with legal proceedings, prospective legal proceedings (whether or not connected to this Agreement), to allow us to obtain legal advice, or where we have been directed to do so by a court, or other body of equivalent jurisdiction.

#### 16 Reviews and Testimonials

- 16.1. If you choose to share Client Content with us you are granting to us, free of charge, permission to use that Client Content in any way as part of our business services, which shall include advertising and marketing.
- 16.2. When sharing Client Content, you confirm that you have the legal right to share it and that it doesn't infringe any third party's intellectual property or other rights.
- 16.3. If you provide us with a testimonial, review, or similar ("Review"), then by doing so you consent for us to exhibit, copy, publish, distribute, use on our website, or any of our pages, our social media sites, or in our advertising and marketing campaigns, or email communications, your review or part of your review, as we reasonably require to lawfully promote our business. You can amend your consent at any time by emailing us.
- 16.4. These provisions shall survive termination.
- 16.5. If you share testimonials, reviews, comments, information, graphics or images ("Client Content") with us you are granting to us, free of charge, permission to exhibit, copy, publish, distribute, use on our website or any of our pages, our social media sites or in our advertising and marketing campaigns or email communications, that Client Content in any way as we reasonably require within our business or to lawfully promote our business. You can amend your consent at any time by emailing us.
- 16.6. When sharing Client Content, you confirm that you have the legal right to share it and that it doesn't infringe any third party's intellectual property or other rights.
- 16.7. These provisions shall survive termination.

### 17 <u>Complaints or Concerns</u>

- 17.1. We want you to be entirely happy with the Services. In the event you have any concerns, you agree to let us know by email to support@glow-society.com and give us a reasonable amount of time to investigate and resolve your concerns before you take any further action. For the purposes of this Agreement, further action includes stopping payment or making any chargeback or similar claim.
- 17.2 If you experience a fault or other issue with the Programme please let us know immediately by email to support@glow-society.com.
- 17.3 In the event you have any concerns as to any aspect of the Programme then you agree to notify us of such concerns by email to support@glow-society.com as soon as possible. We agree that, upon receipt of such notification by email, we shall use reasonable efforts to work with you to resolve your concerns.

#### 18 Non Solicitation and Non-Competition

- 18.1. For the duration of your access to the Services, and for a period of 12 months afterwards you agree NOT to:
- 18.1.1. Canvass, promote, or advertise your products, or services to any of our Clients, employees, contractors, or any individual who is a member of any of our free groups, or is considering purchasing our Services ("Prospective Client"), or use your purchase and access to the Services to canvass, promote, or advertise your products, or services without our express consent, such consent not to be unreasonably withheld:

- 18.1.2. Solicit or attempt to solicit any of our Clients, or Prospective Clients without our express consent, such consent not to be unreasonably withheld;
- 18.1.3. Employ, engage, or attempt to induce, employ, solicit, or entice away from us any of our employees, or contractors that were engaged, employed, or contracted to us at any point during the time of your access to the Programme, without our express consent in writing, such consent not to be unreasonably withheld.
- 18.2. You acknowledge and agree that nothing in this Agreement shall prohibit you from providing coaching services to third parties, or otherwise engaging in your normal business activities, but you agree that you will not, for a period of 24 months starting from the date of this Agreement, without our written consent, be in any way directly, or indirectly engaged or concerned in any business or undertaking where it is, or is likely to be in conflict with our business interests, or the Services we provide.
- 18.3. For the purposes of this Clause 19, a conflict of interest is deemed to include, without limitation, the creation of or development of, a business providing the same or similar Services, or being engaged in any way with a business delivering services which are the same as or similar to the services that we provide.

## 19 Liability

- 19.1. Your purchase of the Services and your compliance with the terms of this Agreement does not constitute or imply any business relationship other than as set out within these Terms and Conditions.
- 19.2. We shall not be liable (whether caused by us, our agents, employees or otherwise), to you for:
- 19.2.1. Any indirect, consequential, or special damages, losses, or costs; or
- 19.2.2. Any loss of profits, business, data, reputation, or goodwill, or any such anticipated losses; or
- 19.2.3. Any failure to deliver the Services where we are prevented due to a reason beyond our reasonable control; or
- 19.2.4. Any losses arising from your choice of Service requested, or your use of the Programme or Course once delivered.
- 19.3. Should you incur damages due to our default or breach, our entire liability is limited to the amount of the relevant Fee paid by you at the time loss is sustained. You agree and acknowledge that this term is fair and reasonable given the nature of this arrangement and the provision of the Services.
- 19.4. Nothing in this Agreement shall limit or exclude our liability for death, or personal injury caused by our negligence, or for any fraudulent misrepresentation.
- 19.5. You agree to indemnify and hold us harmless for any action taken against us due to your violation or disregard of:
- 19.5.1. Any of the terms of this Agreement;
- 19.5.2. Your use or participation in any way with the Services.
- 19.6. During the term of your access to the Services, and at any time thereafter, you agree to take no action which is intended, or would reasonably be expected, to harm us, our agents, employees,

contractors, or Clients, or our, or their reputation, or which would reasonably be expected to lead to unwanted or unfavourable publicity to us, our agents, employees, contractors, or Clients.

- 19.7. In the event a dispute arises in connection with the provision of the Services which is incapable of being resolved by mutual consent then we both agree to submit the matter for mediation by an independent mediator. In the event a resolution is still not possible 30 days following mediation then either of us shall be at liberty to commence legal action.
- 19.8. You accept that purchasing the Programme does not establish any form of legal business relationship and that we are only liable to you in respect of the services provided and to the extent as set out within these Terms and Conditions.
- 19.9. We have made every effort to accurately represent the Programme. Any testimonials and/or examples of results experienced are not intended to represent or guarantee that anyone will achieve the same or similar results. As with any business endeavour, there is an inherent risk of loss of capital and we make no guarantee, representation or warranty with respect to any results that can be achieved through use of the Programme.
- 19.10. We do not warrant or guarantee that your access to the Programme will be:
- 19.10.1. Accessible via your particular hardware or software;
- 19.10.2. Free from interruptions or errors;
- 19.10.3. Free from defects:
- 19.10.4. Suitable for your particular business situation or circumstances.

In the event you incur damages as a result of our default, or breach of this Agreement, our entire liability under this Agreement is limited to the amount of the Programme Fee paid by you as at the time the loss is sustained. You agree and acknowledge that this clause is fair and reasonable given the nature of this Agreement and the provision of the Programme.

- 19.11. Nothing in this Agreement shall limit or exclude our liability for death or personal injury caused by our negligence, or for any fraudulent misrepresentation.
- 19.12. During the term of this Agreement and at any time thereafter, you agree to take no action which is intended, or would reasonably be expected, to harm us, our agents, employees, contractors, or Clients, or its or their reputation, or which would reasonably be expected to lead to unwanted, or unfavourable publicity to us, our agents, employees, contractors, or Clients.
- 19.13. In the event a dispute arises in connection with this Agreement and the provision of the Programme which is incapable of being resolved by mutual consent then we both agree to submit the matter for mediation by an independent mediator. In the event a resolution is still not possible 30 days following mediation then either Party shall be at liberty to commence legal action.

# 20 No Guarantee

20.1. When purchasing the Programme you'll have access to Content designed to benefit you but it's your responsibility to take action and implement the necessary information received and/or the skills, or tools shared. Your success and any results are dependent on factors which are outside of our control and we regret that we are not able to guarantee that any particular results or success will be achieved.

20.2. We've made every effort to accurately represent the Programme. Any testimonials and/or examples of results experienced are not intended to represent or guarantee that anyone will achieve the same or similar results. As with any business endeavour, there is an inherent risk of loss of capital and we make no guarantee, representation or warranty with respect to your use of the Programme.

#### 21 Contact Between Us

- 21.1. Where reference in this Agreement is made to the provision of a notice then any such notice shall be validly served if sent by email to the address of the other party as set out in this Agreement and shall be deemed served upon receipt of a valid delivery notification, if prior to 5pm UK time, or at 9am the following business day.
- 21.2. All notices should be sent to us at support@glow-society.com.
- 21.3. It shall be your responsibility to notify us if your email address changes.
- 21.4. Our company working hours are from 9:00am-6:00pm GMT Monday- Friday. Any queries sent or posted outside of these hours will not be responded to until we can get back to you during working hours.
- 21.4. The Programme is provided by Glow Society and we are registered in England and Wales under company number UK00003485022. Our business address 17 Mulberry Drive, Wheatley, Oxfordshire, OX331UT Our contact email address is support@glow-society.com
- 21.5. You accept and agree that all communication between us will be via electronic means. We'll contact you using the email address you provide to us and it shall be your responsibility to contact us if that changes. Where we need to provide you with information, we'll do this via email, private Facebook group or by posting information on our Website. You can contact us using the details set out above.

#### 22 General

- 22.1. No failure to actively enforce any provision of these Terms shall constitute a waiver, diminution, or limitation of any right.
- 22.2. Where any part of these Terms is deemed invalid, or unenforceable for any reason then that provision shall be struck out and the remaining provisions shall remain valid and enforceable.
- 22.3. The failure of either Party to actively enforce any provision of these Terms and Conditions shall not prevent that Party from subsequently seeking to enforce any term or obligation of this Agreement and any such failure shall not constitute a waiver, diminution, or limitation of any right.
- 22.4. In the event any provision of these Terms and Conditions is deemed to be invalid, or unenforceable for any reason then that provision shall be struck out and the remaining provisions shall remain valid and enforceable.

- 22.5. Every effort will be made to deliver the Programme in accordance with these Terms and Conditions but we shall not be liable for any delay or failure in provision of the Programme should we be prevented or delayed due to any act, event, omission or accident beyond our reasonable control ("Events"), including but not limited to any of the following: An act of god (which shall include but not be limited to fire, flood, earthquake, windstorm or other natural disaster), extreme adverse weather conditions, disease, epidemic or pandemic, strike, industrial action, lock out, war, or threat or preparation for war, civil war, civil commotion, riot, armed conflict, imposition of sanctions, embargo, terrorist attack, nuclear, chemical or biological contamination, or sonic boom, explosion, delays in transit, malicious or accidental damage, collapse of building structures or failure of plant or machinery, loss at sea, any act or omission of a telecommunications officer or third party supplier of services, the expiry of any transition or implementation period agreed with the European Union during which European Union law is applicable to and in the United Kingdom, or any other circumstances beyond our control. Should an Event occur, then time of delivery of the Programme shall be extended until a reasonable time after the Event preventing or interfering with the delivery and access to the Programme, and under no circumstances will we be liable for any loss or damage suffered by you as a result thereof.
- 22.6. Where an Event arises, we'll provide you with a notice in writing setting out the nature and extent of the Event and any steps we are taking to mitigate the impact and effect of the Event. Should the Event continue for longer than 6 months then either one of us shall be entitled to terminate this Agreement by providing the other with 14 days' notice in writing. Termination in these circumstances shall be without prejudice to the rights of either of us in respect of any breach of these Terms and Conditions occurring prior to termination. Any refunds will be considered at our discretion.
- 22.7. This Agreement shall be governed by the exclusive jurisdiction of Courts of England and Wales and the laws from time to time in force.
- 22.8. You agree that no other representations have been made by us to induce you into purchasing the Programme and no modification or variation to these Terms and Conditions shall be effective unless in writing and signed by us both.
- 22.9. Save as provided for above, the Contracts (Rights of Third Parties) Act 1999 shall not apply.
- 22.10. You confirm on payment and agreeing to these terms that you have a full understanding and agreement with the information outlines above. This Agreement will begin on the date of purchase and will continue until the last session is delivered after 12 months.
- 22.11. Should you wish to further invest in any one of Trainers who provide Modalities and specific Trainings for your use, we take no responsibility for your results, or experience and it is understood you will be agreeing to a completely separate contract to the one with us. It is entirely at your own discretion to apply for further help and support from any one of our guest experts and therefore we take no responsibility for any concern, question, results that you endeavour with them.

## Schedule 1: Equivalent to Level 7 Intuitive Life and Energy Alchemy Certification

## 1. Introduction

These supplemental terms and conditions apply in addition to the terms and conditions set out above.

## 2. <u>Course details</u>

- 2.1. The [Level 7 Intuitive Life and Energy Alchemy Certification] is an online supported self-study course.
- 2.2. Subject to the payment terms being met, the [Level 7 Intuitive Life and Energy Alchemy Certification] shall be delivered as follows:
- 2.2.1. Pre-recorded trainings accessed in Members Area and Modalities HUB.
- 2.2.2. 12 months access to Materials.
- 2.2.3. Access to Private Facebook Group Community
- 2.2.4. Weekly Question and Answer Call with one of the team delivered by Zoom or other online meeting facility.
- 2.2.5. Peer Coaching Facilitation

### 3. <u>Programme Fee</u>

In accordance with terms of this Agreement, when you purchase the Course you are agreeing to provide full payment of the Course Fee and if you choose to provide payment of the Course Fee by instalments you will remain responsible for payment of the Course Fee until it is paid in full. Where you choose to provide payment of the Course Fee by instalments, then your payments will be due in accordance with the instalment plan option you select at the time of purchase. The instalment plan details are also set out below. If there is a conflict between the information contained on our payment check out page and the information below then you shall be responsible for notifying us of the conflict so that we can confirm the correct payment terms. Otherwise, where a conflict exists the terms set out below shall take priority.

- 3.1. The fee for the [Level 7 Intuitive Life and Energy Alchemy Certification] is £4,444 when paid in full) ("the Programme Fee").
- 3.2. Payment shall be made by [Stripe]. You are responsible for checking any terms and conditions relating to the way Stripe will process your payment and any personal data you provide to them. In accordance with terms of this Agreement, when you purchase the Programme you are agreeing to provide full payment of the Programme Fee and if you choose to provide payment of the Programme Fee by instalments you will remain responsible for payment of the Programme Fee until it is paid in full. Where you choose to provide payment of the Programme Fee by instalments, then your payments will be due in accordance with the instalment plan option you select at the time of purchase. The instalment plan details are also set out below. If there is a conflict between the information

contained on our payment check out page and the information below then you shall be responsible for notifying us of the conflict so that we can confirm the correct payment terms.

- 3.3. Cleared payment of the Programme Fee must be received before access is provided to the Programme.
- 3.4. The Programme Fee can be payable in instalments. Once the first instalment has been received by us in cleared funds you will receive access to the Programme. However, it will increase the overall price point to £5,328.
- 3.5. Payment of the Instalments is as follows:
  - 3.5.1. Initial Payment of £444 on initial purchase of the Programme

Following Payments of £444 relative to Programme Option each and every month for a period of 12 full and complete payments. The first instalment of £444 shall be payable when you complete your purchase through Stripe;

The second instalment of £444 shall be payable 30 days from the date the first instalment was made;

The third instalment of £444 shall be payable 60 days from the date the first instalment was made;

The fourth instalment of £444 shall be payable 90 days from the date the first instalment was made;

The fifth instalment of £444 shall be payable 120 days from the date the first instalment was made;

The sixth instalment of £444 shall be payable 150 days from the date the first instalment was made;

The seventh instalment of £444 shall be payable 180 days from the date the first instalment was made;

The eighth instalment of £444 shall be payable 210 days from the date the first instalment was made;

The ninth instalment of £444 shall be payable 240 days from the date the first payment was made;

The tenth instalment of £444 shall be payable 270 days from the date the first payment was made;

The eleventh instalment of £444 shall be payable 300 days from the date the first payment was made; and

The final instalment of £444 shall be payable 330 days from the date the first payment was made.

3.6. Where you agree to provide payment of the Programme Fee by instalments, you authorise us to request payment of the relevant Fee from your chosen payment method on the date set out in above.

# 4. <u>Course Duration</u>

4.1. You will have access to the Programme for 12 months from the date of purchase.

# 5. Group Sessions

- 5.1. As part of the Programme, you will receive access to Group Sessions.
- 5.2. The date and time of each Group Session will be confirmed by us [Email and Posting in the private group area]. The session date and time will be confirmed no later than [48 hours] before the start time of the Session
- 5.3. It shall be your\_responsibility to check the date and time of each Group Session and to attend the Group Session at the agreed time.
- 5.4. You accept that given the time and logistical effort required to schedule the Group Sessions, that should you be unable to attend or fail to attend a scheduled Group Session, then you shall forfeit the right to that Group Session. Group Sessions will not be rescheduled if you are unable to attend.

## 6. <u>Branding, Website and Social Media Package</u>

- 6.1. You accept that the Branding, Website and Social Media Package will be subject to additional fees
- 6.2. Should you choose to take advantage of the Branding, Website and Social media package you accept that in doing so you are subject to a separate set of Terms and Conditions as outlined and agreed with service provider Nicola Liggins.
- 6.3. The Glow Society accepts no responsibility or liability for any agreements, terms or services provided between you and Nicola Liggins and operates as a completely separate entity and business.