

Subscription Terms

These Subscription Terms govern your use of the MySalesCoach Subscription Services when you purchase a subscription via our online payment system. By clicking "**Pay and Subscribe**", you confirm that you accept and agree to these terms.

These terms apply from the moment your payment is confirmed and continue throughout the subscription period unless terminated in accordance with the clauses below.

This Contract has been entered into on the date of confirmed payment by the Customer.

Agreed Terms

1. Interpretation

1.1. Definitions:

Agreed Purposes: for the purpose of performing the Subscription Services;

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;

Confidential Information:

- a) any information belonging to either party and which has been designated as confidential by that party in writing or that ought reasonably be considered as confidential (however it is conveyed or on whatever media it is stored) including information, the disclosure of which would, or would be likely to, prejudice the commercial interests of any person (including information relating to any employees of either party);
- b) trade secrets, Intellectual Property Rights and know-how of either party; and
- c) all personal data and sensitive personal data within the meaning of the Data Protection Legislation.

Contract: the contract between the Customer and MySalesCoach consisting of the Subscription Terms for the supply of the Subscription Services;

controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures: as set out in the Data Protection Legislation;

Customer: the individual, organisation, or entity that completes an online purchase of Subscription Services via the MySalesCoach payment link, and who thereby enters into this Contract with MySalesCoach.

Data Discloser: a party that discloses Shared Personal Data to the other party;

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications; and the guidance and codes of practice issued by the Information Commissioner's Office or other relevant regulatory authority and applicable to a party;

Event: an event, default or similar act committed by the Customer, and occurring in connection with the Contract, which gives rise to a liability as described in clause 8 (Limitation of liability);

Fees: the subscription fees payable by the Customer for access to the Subscription Services, as presented at the point of purchase during the online checkout process.

Initial Term: the period beginning on the date the Customer's payment is confirmed via the online checkout process and continuing for the duration of the initial billing cycle, subject to automatic renewal unless terminated in accordance with this Contract.

Intellectual Property Rights: patents, , rights to inventions, copyright and neighbouring and related rights, trade marks, business names and domain names, rights in get-up , 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;

MySalesCoach: the supplier of the Subscription Services who is a party to the Contract;

MySalesCoach IPRs: all Intellectual Property Rights generated by MySalesCoach either prior to the date of this Contract or separately to the provision of the Subscription Services and which are utilised as part of the Subscription Services, for example but not limited to, the MySalesCoach online platform, website and technology;

Shared Personal Data: the personal data to be shared between the parties under clause 1.1 of this Contract. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject:

- a) Contact data, name, telephone number, email address;
- b) financial data, bank details; and
- c) any other personal data that could reasonably, from time to time, be processed during a coaching session.

Subscription End Date: The last day of the Customer's active subscription, either at the end of the billing period in which cancellation is received or on a date otherwise notified by MySalesCoach in accordance with this Contract.

Subscription Services: The subscription services provided by MySalesCoach as described on the MySalesCoach website or communicated to the Customer at the point of purchase.

Subscription Start Date: The date on which the Customer's payment is successfully processed

Subscription Terms: these terms and conditions set out in clauses 1 to 11 (inclusive);

Permitted Recipients: the parties to this Contract, the employees of each party, any third parties engaged to perform obligations in connection with this Contract.

1.2. Interpretation:

1.2.1. A reference to legislation or a legislative provision:

- 1.2.1.1. is a reference to it as amended, extended or re-enacted from time to time; and
- 1.2.1.2. shall include all subordinate legislation made from time to time under that legislation or legislative provision.

1.2.2. Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.2.3. A reference to **writing** or **written** includes email.

2. Subscription and Renewal

2.1. Your subscription to the MySalesCoach Subscription Services includes enrollment into an ongoing/recurring monthly or annual payment plan. Your subscription will automatically renew at the end of each billing period, unless cancelled in accordance with the cancellation policy set out below. Payment will be charged to your chosen payment method at confirmation of purchase and at the start of every new billing period, unless cancelled.

3. Subscription Services

3.1. MySalesCoach shall supply the Subscription Services to the Customer for the length of the Term.

3.2. In supplying the Subscription Services, MySalesCoach shall:

- 3.2.1. perform the Subscription Services with reasonable care and skill;
- 3.2.2. perform the Subscription Services in accordance with the scope of Subscription Services agreed as described on the MySalesCoach website or provided to the Customer at the point of subscription;
- 3.2.3. ensure that the standards and techniques used in providing the Subscription Services are of satisfactory quality and are fit for purpose;
- 3.2.4. comply with all applicable laws, statutes, regulations from time to time in force (provided that MySalesCoach shall not be liable under the Contract if, as a result of such compliance, it is in breach of any of its obligations under the Contract;) and
- 3.2.5. observe all reasonable health and safety rules and regulations and security requirements that apply and have been communicated to MySalescoach (provided that the MySalesCoach shall not be liable under the Contract if, as a result of such observation, it is in breach of any of its obligations under the Contract.)

- 3.3. **Additional Subscription Services.** The Customer may purchase additional Subscription Services or upgrade their plan at any time during the term of the Contract via MySalesCoach's designated online purchasing method. Any additional services purchased shall form part of this Contract and will be subject to these Subscription Terms.

4. Customer's obligations

- 4.1. The Customer shall:
- 4.1.1. co-operate with MySalesCoach in all matters relating to the Subscription Services;
 - 4.1.2. provide, in a timely manner, such information as MySalesCoach may reasonably require, and ensure that it is accurate and complete in all material respects; and
 - 4.1.3. ensure it has a sufficient internet connection, hardware and software to engage with the Subscription Services.
- 4.2. If MySalesCoach's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, MySalesCoach shall:
- 4.2.1. not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay;
 - 4.2.2. be entitled to payment of the Fees despite any such prevention or delay; and
 - 4.2.3. be entitled to recover any additional costs, charges or losses MySalesCoach sustains or incurs that arise directly or indirectly from such prevention or delay.

5. Data protection

- 5.1. Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 7 days of written notice from the other party, give grounds to the other party to terminate this Contract with immediate effect in accordance with clause 9.1.1.
- 5.2. Each party shall:
- 5.2.1. ensure that it has all necessary notices and consents and lawful bases in place to enable lawful transfer of Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
 - 5.2.2. give full information to any data subject whose personal data may be processed under this Contract of the nature of such processing. This includes giving notice that, on the termination of this Contract, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
 - 5.2.3. process the Shared Personal Data only for the Agreed Purposes;
 - 5.2.4. not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
 - 5.2.5. ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this Contract;
 - 5.2.6. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
 - 5.2.7. not transfer any personal data received from the Data Discloser outside the UK unless the transferor ensures that:
 - 5.2.7.1. the transfer is to a country approved under the applicable Data Protection Legislation as providing adequate protection; or
 - 5.2.7.2. there are appropriate safeguards or binding corporate rules in place pursuant to the applicable Data Protection Legislation; or
 - 5.2.7.3. the transferor otherwise complies with its obligations under the applicable Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; or
 - 5.2.7.4. one of the derogations for specific situations in the applicable Data Protection Legislation applies to the transfer.
- 5.3. MySalesCoach utilises Machine Learning (ML) and Artificial Intelligence (AI) technologies to enhance and improve the Service, product, and coaching experience provided to its clients. MySalesCoach uses these technologies in compliance with applicable laws and with respect for user privacy and data security.
- To continuously refine and enhance these technologies, MySalesCoach may also use certain data generated through coaching interactions to train and improve MySalesCoach AI models. Data collected from coaching sessions is only used to improve our AI services in aggregated or pseudonymised form. The data is never used to train 3rd party models. This process is conducted in a manner that prioritises user privacy and data security, ensuring that personal information is safeguarded in strict accordance with our Information Security program and used solely for the purposes of service improvement. Identifiable user information is never included in these processes, ensuring the privacy and confidentiality of individual data at all times.

5.4. **Mutual assistance.** Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:

- 5.4.1. consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
- 5.4.2. promptly inform the other party about the receipt of any data subject access request;
- 5.4.3. provide the other party with reasonable assistance in complying with any data subject rights request;
- 5.4.4. not disclose, release, amend, delete or block any Shared Personal Data in response to a data subject rights request without first consulting the other party wherever possible;
- 5.4.5. assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with the Information Commissioner's Office or other regulators;
- 5.4.6. notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;
- 5.4.7. at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this Contract unless required by law to store the Shared Personal Data;
- 5.4.8. use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
- 5.4.9. maintain complete and accurate records and information to demonstrate its compliance with this clause 5; and
- 5.4.10. provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Data Protection Legislation.

6. Intellectual property

- 6.1. MySalesCoach and its licensors shall retain ownership of all MySalesCoach IPRs.
- 6.2. MySalesCoach grants the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free, licence to use MySalesCoach IPRs for the purpose of receiving and using the Subscription Services internally within the Customer's business during the Term of the Contract.

7. Fees and Payment

- 7.1. The Customer agrees to pay the applicable subscription fees as displayed at the point of purchase. Payment will be charged to the Customer's designated payment method on confirmation of purchase, and automatically on the first day of each subsequent billing cycle unless cancelled in accordance with this Contract.
- 7.2. All subscription fees are exclusive of VAT (if applicable), which will be added at the prevailing rate.
- 7.3. MySalesCoach reserves the right to adjust pricing. Any such changes will be communicated in advance and will take effect at the start of the next billing cycle. Continued use of the Subscription Services after the change constitutes acceptance of the new pricing.
- 7.4. If a payment fails or is overdue, MySalesCoach may suspend access to the Subscription Services until the outstanding amount is settled. Interest may accrue on overdue sums at a rate of 4% per annum above the Bank of England base rate, or 4% flat if the base rate is lower.
- 7.5. All amounts due must be paid in full, without set-off or deduction, except where required by law.

8. Limitation of liability

- 8.1. References to liability in this clause 8 include every kind of liability arising under or in connection with the Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 8.2. Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- 8.3. Nothing in this clause 8 shall limit the Customer's payment obligations under the Contract.
- 8.4. Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:
 - 8.4.1. death or personal injury caused by negligence;
 - 8.4.2. fraud or fraudulent misrepresentation; and
 - 8.4.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

- 8.5. Subject to clauses 8.2 to 8.4, MySalesCoach's total aggregate liability to the Customer arising under or in connection with this Contract shall not exceed 200% of the total Fees actually paid by the Customer in the 12-month period immediately preceding the event giving rise to the claim.
- 8.6. Subject to clause 8.2 (No limitation in respect of deliberate default), clause 8.3 (No limitation on customer's payment obligations), clause 8.4 (Liabilities which cannot legally be limited) and clause 8.5 (Liability under identified clauses), this clause 8.6 sets out the types of loss that are wholly excluded:
- 8.6.1. loss of profits;
 - 8.6.2. loss of sales or business;
 - 8.6.3. loss of agreements or contracts;
 - 8.6.4. loss of anticipated savings;
 - 8.6.5. loss of use or corruption of software, data or information;
 - 8.6.6. loss of or damage to goodwill; and
 - 8.6.7. indirect or consequential loss.
- 8.7. MySalesCoach has given commitments as to compliance of the Subscription Services with relevant specifications in clause 3 (Subscription Services.) In view of these commitments, 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 Contract.
- 8.8. Unless the Customer notifies MySalesCoach that it intends to make a claim in respect of an Event within the notice period, MySalesCoach shall have no liability for that Event. The notice period for an Event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the Event having occurred and shall expire 3 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

9. Termination

- 9.1. Without affecting any other right or remedy available to it, either party to the Contract may terminate at any time with immediate effect by giving written notice to the other party if:
- 9.1.1. the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 7 days after being notified to do so;
 - 9.1.2. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - 9.1.3. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - 9.1.4. the other party's financial position deteriorates to such an extent that in the terminating party's reasonable opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 9.2. Without affecting any other right or remedy available to it, MySalesCoach may terminate the Contract at any time with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 9.3. The Customer may cancel their subscription at any time by emailing cancellations@mysalescoach.com. Cancellation will take effect at the end of the current billing period. The Customer will retain access to the Subscription Services until the end of that period. We do not refund or credit for partially used billing periods
- 9.4. On termination of the Contract for whatever reason:
- 9.4.1. any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect; and
 - 9.4.2. termination or expiry of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

10. Disclaimer

- 10.1. The MySalesCoach is not responsible for the content of any external websites or resources that they may link to or recommend through the Subscription Services.
- 10.2. MySalesCoach does not make any warranties or guarantees regarding any desired results of the Subscription Services, including but not limited to attaining a particular business result or income increase.

10.3. The Subscription Services are not a substitute for legal, financial, or other professional advice.

11. General

11.1. **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

11.2. Assignment and other dealings.

11.2.1. The Customer shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without MySalesCoach's prior written consent.

11.2.2. MySalesCoach may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under the Contract.

11.3. Confidentiality.

11.3.1. Each party undertakes that it shall not during the Term, and for a period of six years after termination of the Contract, disclose to any person any Confidential Information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group to which the other party belongs, except as permitted by this clause 11.3. For the purposes of this clause 11.3, group means, in relation to a party, that party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party.

11.3.2. Each party may disclose the other party's Confidential Information:

11.3.2.1. to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's Confidential Information comply with this clause 11.3; and

11.3.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

11.3.3. Neither party shall use any other party's Confidential Information for any purpose other than to perform its obligations under the Contract.

11.4. Entire agreement.

11.4.1. The Contract 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.

11.4.2. Each party acknowledges that in entering into the Contract 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 Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

11.5. **Variation.** No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

11.6. Waiver.

11.6.1. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

11.6.2. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

11.7. **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 11.7 shall not affect the validity and enforceability of the rest of the Contract.

11.8. Notices.

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

- 11.8.1.1. 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
- 11.8.1.2. sent by email to notices@mysalescoach.com

11.8.2. Any notice shall be deemed to have been received:

- 11.8.2.1. if delivered by hand, at the time the notice is left at the proper address;
- 11.8.2.2. 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
- 11.8.2.3. if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 11.8.2.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

11.8.3. This clause 11.8 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.

11.9. Third party rights.

11.9.1. Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

11.9.2. The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

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

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