

OPTIMISE YOUR SOFTWARE LTD

STANDARD TERMS AND CONDITIONS OF SALES

This page (together with our Privacy Policy, Terms of Website Use (and Website Acceptable Use Policy tells you information about us and the legal terms and conditions (Terms) on which we sell any of the programs (Programs) listed on <https://optimiseyoursoftware.com> to you.

These Terms will apply to any contract between us for the sale of Programs to you (Contract). Please read these Terms carefully and make sure that you understand them, before ordering any Program from our Site.

Please note that before placing an order you will be asked to agree to these Terms. If you refuse to accept these Terms, you will not be able to order any Programs from our site.

You should print a copy of these Terms or save them to your computer for future reference.

We amend these Terms from time to time as set out in clause 7. Every time you wish to order a Program or service, please check these Terms to ensure you understand the terms which will apply at that time.

1. Interpretation

In these Conditions, the following definitions apply:

Intellectual Property Rights: copyright, business names, patents, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in goodwill, rights in confidential information, rights to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), chip topography rights, mask works, utility models, domain names and all similar rights and, in each case:

- (a) whether registered or not;
- (b) including any applications to protect or register such rights;
- (c) including all renewals and extensions of such rights or applications;
- (d) whether vested, contingent or future;

(e) to which we are or may be entitled; and

(f) in whichever part of the world existing.

- Our Materials: all elements of the Program, all documents, materials,
- teaching materials (written and audio) data, proprietary software (and the
- media on which they are each recorded), which are owned by us at the
- date of the Contract or which are subsequently created by us independently
- of the Contract, or which are subsequently created by us as a result of
- delivering the Program and performing the services within, and related to,
- the Program.

Program: Any program as detailed on our Site at the time of your purchase and as may be amended by us as set out in paragraph 7 below.

Us/We/our: means Optimise Your Software Ltd.

Optimise Your Software Ltd is a company registered in England and Wales number 15316201.

2. Information about us

2.1 We operate the website <https://optimiseyoursoftware.com>. We are a Limited Company and its director is Lucy Ignatiadis Our registered address is 4 Parklands Court, 171 Goring Road, Worthing, BN12 4BB.

2.2 You may contact us by telephoning our customer service team at 07506892798 or by e-mailing us at hi@optimiseyoursoftware.com If you wish to give us formal notice of any matter in accordance with these Terms, please see paragraph 15.

3. Basis of Contract & Supply of the Program

3.1 Any, samples, descriptive matter or advertising issued by us and any descriptions or illustrations of the programs contained in our online or offline sales and promotional material or brochures or books are issued or published for the sole purpose of giving an approximate idea of the Program described in them. They shall not form part of the Contract or have any contractual force.

3.2 We will supply the Program in accordance with the information provided to you on our Site at the time of your order in all material respects.

3.3 We shall use all reasonable endeavours to meet dates specified for mentoring calls and group master classes as notified to you from time to time, but time shall not be of the essence for delivery of these services.

3.4 We shall have the right to make any changes to the Program which are necessary to comply with any applicable law, or which do not materially affect the nature or quality of the Program and we shall notify you in any such event.

3.5 We warrant to you that the Program will be provided using reasonable care and skill.

3.6 These Terms will apply for the life of your Program.

4. Use of our site

4.1 Your use of our Site is governed by our Terms of Website Use and Website Acceptable Use Policy. Please take the time to read these, as they include important terms which apply to you.

5. Your personal information & This Agreement

5.1 We only use your personal information in accordance with our Privacy Policy. Please take the time to read our Privacy Policy, as it includes important terms which apply to you.

5.2 You confirm that you have authority to bind any business on whose behalf you use the Site to purchase a Program.

5.3 These Terms and any document expressly referred to in them constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

5.4 You acknowledge that in entering into this Contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms.

5.5 You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

6. How the contract is formed between you and us

6.1 Our shopping page will guide you through the steps you need to take to place an order with us. Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.

6.2 After you place an order, you will receive an e-mail from us acknowledging receipt of your order. However, this does not mean that your order has been accepted. Our acceptance of your order will take place as described in paragraph 6.3.

6.3 We will confirm our acceptance of your order by sending you an e-mail confirming that the Program is available for you to access and detailing how access is gained (Confirmation). The Contract between us will only be formed when we send you this Confirmation.

6.4 If we are unable to supply you with the Program, for example because it is no longer available or because of an error in the price on the Site as referred to in clause 13.5, we will inform you of this by e-mail and will not process your order. If you have already paid for the Program, we will refund you the full amount as soon as possible.

7. Our right to vary these Terms

7.1 We amend these Terms from time to time. Every time you order a Program from us, the Terms in force at the time of your order will apply to the Contract between you and us.

8. Cancellation and refund

Fixed-Term Program

8.1 If you purchase a fixed-term or lifetime access program (or choose an instalment plan for a fixed-term or lifetime access program) then you may, within 7 days of purchase have a full refund if you have fully implemented and worked methodically through the exercises in the Program in all material respects but you

are not satisfied that the Program is as represented to you on our Site at the time of your purchase. In which case, please send our team an email to hi@optimiseyoursoftware.com and we will give you a full refund.

8.2 If you cancel your Contract in accordance with paragraph 8.1 then we will make any refund due to you as soon as possible and in any event within 30 days.

8.3 Other than as set out in paragraph 8.1 a fixed-term program cannot be cancelled.

8.4 We will refund you on the credit card or debit card used by you to pay.

Monthly Recurring Subscription

8.5 If you choose to subscribe to a recurring monthly membership program you may cancel your monthly contract by giving us notice of one month, please send our team an email to hi@optimiseyoursoftware.com

8.6 On cancelling your monthly membership, access to all program content, and any associated mentoring calls will be terminated immediately.

8.7 Other than as set out in paragraph 8.1, no refunds will be offered for monthly memberships.

9. Delivery & Access to the Program

Delivery of the Program will be available and full access details will be emailed to you once we have provided Confirmation (as set out in paragraph 6.3). Occasionally such notification or accessibility to the Program may be affected by an Event Outside Our Control. See paragraph 19 for our responsibilities when this happens.

10. Price of Program

10.1 The prices and details of the Program will be as quoted on our Site at the time you submit your order. We take all reasonable care to ensure that the prices of Programs are correct at the time when the relevant information was entered onto our Site or offline marketing material. However please see paragraph 13.5 for what happens if we discover an error in the price of a Program you ordered.

10.2 Prices for our programs may change from time to time, but changes will not affect any order you have already placed unless you choose the annual or monthly membership in which case, we reserve the right to change the subscription cost if you choose to continue your membership after the initial 12 month

subscription period has expired but we will notify you of such change at least one month before the price change.

10.3 The price of a Program includes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. For EU resident businesses, the applicable rate of VAT for your country of residence will be charged. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Program in full before the change in VAT takes effect.

10.4 It is possible that, despite our reasonable efforts a Program on our Site may be incorrectly priced. If we discover an error in the price of a Program you have ordered we will contact you to inform you of this error and we will give you the option of continuing to purchase the Program at the correct price or cancelling your order. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. Please note that if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to provide the Program to you at the incorrect (lower) price.

11. How to pay

11.1 You can only pay for a Program using PayPal or a debit card or credit card. We accept the following cards: Visa Debit, Visa Electron, Visa Credit, Mastercard. [All payments are in pounds sterling.]

11.2 If you opt to pay for a Program on an annual basis then payment is in advance at the time of placing your order.

11.3 If you opt for monthly membership for your Program then the first payment will be in advance at the time of placing your order. Subsequent payments will be automatically processed using payment details provided by you at the time of your order.

12. Our liability

12.1 We only supply the Program for internal use by your business, and you agree not to use the Program for any resale purposes.

12.2 Nothing in these Terms limits or excludes our liability for:

(a) death or personal injury caused by our negligence;

(b) fraud or fraudulent misrepresentation;

(c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession).

12.3 Subject to paragraph 12.2 we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

(a) any loss of profits, sales, business, or revenue;

(b) loss or corruption of data, information or software;

(c) loss of business opportunity;

(d) loss of anticipated savings;

(e) loss of goodwill; or

(f) any indirect or consequential loss.

12.4 Subject to clause 12.2, our total liability to you in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price paid by you for a Program.

12.5 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to a Program. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Programs are suitable for your purposes.

13. Events outside our control

13.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 13.2.

13.2 An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist

attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

13.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

(a) we will contact you as soon as reasonably possible to notify you; and

(b) our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Programs to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

13.4 You may cancel a Contract affected by an Event Outside Our Control [which has continued for more than [30] days]. To cancel please contact us. If you opt to cancel, you will have to return (at our cost) any relevant Program you have already received and we will refund the price you have paid.

14. Intellectual Property Rights

14.1 All Intellectual Property Rights in or arising out of or in connection with the Program and Our Materials shall be owned by Us.

14.2 We grant You a royalty-free, worldwide licence, revocable only for breach by you on the terms of the Contract, to use Our Materials solely to the extent necessary to use the Program. You will:

(a) not use the Our Materials for any other purpose;

(b) not modify or reverse engineer or take any similar action in relation to any of our propriety software (if any), except so far as required for interoperability;

(c) assign to us, on their creation, all Intellectual Property Rights which arise or are created by any use by it of, or work done by Us on our Materials in connection with the Program.

15. Communications between us

15.1 When we refer, in these Terms, to "in writing", this will include e-mail.

(a) Any notice or other communication given by you to us, or by us to you, under or in connection with the Contract shall be in writing and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service or e-mail.

(b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at place of business; if sent by pre-paid first class post or other next working day delivery service, at 2 p.m. on the second Business Day after posting or if sent by e-mail, one Business Day after transmission.

(c) In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

(d) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

16. Termination

16.1 If you opt for the monthly membership program and you wish to cancel then you must give one month's notice

16.2 Without limiting its other rights or remedies, either party may terminate this Contract with immediate effect by giving written notice to the other party if the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of that party being notified in writing to do so.

16.3 Without limiting our other rights or remedies, we may terminate this Contract with immediate effect by giving you written notice if you fail to pay any amount due under this Contract on the due date for payment and fail to pay all outstanding amounts within 7 days after being notified in writing to do so.

17. Miscellaneous

17.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms.

17.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

17.3 This Contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

17.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

17.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

17.6 A Contract 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.

17.7 We both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a Contract or its subject matter or formation (including non-contractual disputes or claims).