

## **Business Acceleration Mentorship Packages & Ultimate Success Terms of Business**

In this agreement the term 'Mentee' shall mean a purchaser of the Business Acceleration Package and/or the Ultimate Success Mentorship Programme, who has completed the order form or purchased the course over the telephone, online or other method of ordering, thus entering into this contract and agreement.

'Mentoring', 'Mentor', 'Ultimate Success', 'Mentorship Programme', and 'Business Acceleration Mentorship Programme', 'us', 'our', 'we', 'the Company' shall mean Broadcast My Brand Ltd. a company registered in England and Wales under company number 6425984.

'Mentorship' shall mean the 'video training', meetings, phone calls (recorded or not), suggestions via any forum and through any other means including email, and training delivered in any way.

'Experts' shall mean any experts/special guests/advisors that are introduced or bought in to offer value during the course of the Mentorship Programme.

### **1. Code of Conduct**

**1.1** The Mentee agrees to behave with professionalism during the entire period of the Mentorship Programme. This includes participation at events. The Mentee agrees not to undertake any behavior that would be considered offensive or prejudice toward staff, Mentors, fellow Mentees, helpers and experts. If the Mentee has any issues, the Mentee will raise them in a professional & discreet manner by speaking with the Programme Co-coordinator, or with any member of the Customer Service team via tel.: 0207 1 830 930 or by emailing consulting@marshawright.co.uk.

**1.2** The Mentee also agrees to uphold the privacy of his fellow Mentees and keep discreet any private and personal information learned in the sessions. Proven breach of this clause will result in the Mentee being removed from the Programme, access to all restricted areas being terminated, and the Mentee being permanently expelled from Mentorship Programme without any refund or financial remedy.

### **2. Use of Media**

**2.1** The Programme is recorded by both video and audio in order to provide some media to the Mentee via post and the Mentees restricted access website – run and owned by Broadcast My Brand Ltd. The Mentee agrees to be recorded during the course of the Programme for the purposes mentioned above and agrees that Broadcast My Brand Ltd may use pictures taken during the course of the Programme for marketing purposes. The Mentee understands that all or part of the Programme (including pictures and recordings) may form part of a product in the future which will be solely owned by Broadcast My Brand Ltd.

**2.2** The Mentee understand that they cannot secretly record any part of the Ultimate Success Mentorship Programme, without exception. Breach of this term may result in legal action – and such a recording will constitute breach of copyright.

**2.3** We may use testimonials provided by the mentee; on our website, and for promotional purposes without permission of the mentee without limitation in time. If you do not wish to have your testimonial used, you must inform customer service.

### **3. Access to restricted materials, websites, and copyright of printed materials distributed during the course of the Mentorship Programme.**

**3.1** The Mentee agrees not to duplicate in part or full any material provided through the Programme without permission. The Mentee also agrees not to provide access to restricted websites to any individual. The Mentee also agrees not to breach the copyright of any materials by re-writing or reproducing content. The Mentee is forbidden to resell any content without prior permission from Broadcast My Brand Ltd.

**3.2** Save as required by law or in respect of information which is already in the public domain through no breach by you of the provisions of this clause, you shall keep in strict confidence all technical and commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to you by us (or our employees, agents, consultants or sub-contractors) and any other confidential information concerning our business or the Course materials which you may obtain.

**3.3** You shall not use any such information for any purpose other than to attend, participate and, where capable, complete the relevant Course.

### **4. Disclaimer**

**4.1** The information provided on the Programme is intended as guidance only. The Mentee agrees that they should use their own judgment and confirm all suggestions given to them by the Mentor and Experts, are right for them using legal, accounting and any other third party consultation chosen by the Mentee external to the Mentorship Programme.

**4.2** Suggestions and guidance provided during the course of the Programme should not be deemed explicitly advisory. The Mentee is advised to seek professional advice before acting upon any information in the Programme.

**4.3** Experts invited into the Programme to participate are invited to add value and impart technical expertise. Nevertheless, they are invited for educational purposes only and listed solely for the Mentees reference. Experts should be checked for their suitability to the Mentees objectives.

**4.4** The Mentee nominates to indemnify Broadcast My Brand Ltd indefinitely, from any legal suits or action resulting from any actions The Mentee or their associates take following suggestions and guidance provided in the Programme. Broadcast My Brand Ltd or any employees or its directors will not be held responsible, under any circumstances, for any loss, injury, accident or death resulting from any actions taken during and after placement on the Programme.

**4.5** We make every effort to ensure that we accurately represent the products and services and their potential for income. Earning and Income statements made by our company and its customers are estimates of what we think you can possibly earn. There is no guarantee that you will make these levels of income and you accept the risk that the earnings and income statements differ by individual.

**4.6** As with any business, your results may vary, and will be based on your individual capacity, business experience, expertise, and level of desire. There are no guarantees concerning the level of success you may experience. The testimonials and examples used are exceptional results, which do not apply to the average purchaser, and are not intended to represent or guarantee that anyone will achieve the same or similar results. Each individual's success depends on his or her background, dedication, desire and motivation. It is the Mentees responsibility to implement the strategies provided within this educational Mentorship Programme.

**4.7** For the avoidance of doubt, there is no assurance that examples of past earnings can be duplicated in the future. We cannot guarantee your future results and/or success. There are some unknown risks in business and on the internet that we cannot foresee which can reduce results. We are not responsible for your actions.

**4.8** The use of our information, products and services should be based on your own due diligence and you agree that our company is not liable for any success or failure of your business that is directly or indirectly related to the purchase and use of our information, products and services.

### **5. Payment & Consumer Rights**

**5.1** Any deposit for the Mentorship Programme is non-refundable. Equally any fees paid towards the Mentorship Programme are also non-refundable irrespective of whether the Mentee decides not to utilise the services. The Mentee accepts that their payment to the Company is made in good faith (where the Company should have no reason to believe that the Mentee shall pay partially or fully for the Mentorship Programme only to seek a refund or action a chargeback). Each Mentee is given a place on the Programme usually at the expense of another client not being able to join.

**5.2.1** Where a Monthly Installment Plan is agreed, the Mentee agrees to pay each month as agreed by direct debit or credit/debit card on an uninterrupted monthly basis; without break, missed payments or avoidance to pay. If payment is not received within 3 days of date due, the Mentee agrees hereby to authorise The Company to deduct the amount from the card details we have on file to eliminate the

opportunity for breach of this agreement, without the need for announcement that the funds will be deducted. The Mentee agrees not to chargeback any payments, which are within the scope of the fees agreed for deduction or in the scope of this agreement. The Mentee shall ensure a valid credit/debit card is provided to be kept on file by the Company at all times.

**5.2.2** The mentee agrees to pay £35 for administration and costs for each missed payment. Legal action will be taken for the full balance after 7 days. The mentee agrees to cover all costs for legal action including but not limited to the Company's Further Action Administrative Costs (£380), court fees, debt recovery fees and solicitors fees.

**5.3** The Mentee agrees not to action any third party remedy to complaints (including chargeback's, court action or any other remedy) without first informing us that they are unhappy that any aspect of the service they were sold is not being provided in accordance with the offer of sale; and allowing the company up to thirty working days to fully remedy the matter to the level of service sold.

**5.4** The Mentee agrees that should the services of the Mentorship Programme start within 7 working days or less, the 7 day cooling off period offered by Consumer Regulations is not applicable, and therefore there is no option of cancellation of this Mentorship Programme once we have taken the Mentees payment/deposit.

**5.5** The 'Start of the Mentorship Programme' is deemed as the initial welcome email and the first Video Training session sent for you to start/watch (even if you do not watch or complete this session or start the Mentorship Programme within those 7 days).

**5.6** Should it take longer than 7 days before you start the Mentorship Programme, and you are contracting as a consumer, you will be entitled to a cooling off period of 7 days within which you may cancel your Mentorship Programme and receive a refund of all monies. The provisions of this clause 5.6 do not affect your statutory rights.

**5.7** To cancel this Contract, you must inform us in writing, before you receive the first Video Training session by email. And we must confirm receipt of your cancellation. You must also return all course materials immediately by registered mail, in the same condition in which you received them, and at your own cost and risk. You must not have watched any of the course content online (we can track this). You have a legal obligation to take reasonable care of the course materials while they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation.

**5.8** The Mentee agrees that cancellation of a direct debit/standing order, a granted chargeback or cancellation of his or her bank card does not constitute a cancellation of the Mentorship Programme.

**5.9** The Mentee is cautioned that due to the very nature of emails, the internet and postal systems being unreliable, the Mentorship Agreement shall stay in force until the Mentee receives a confirmation of cancellation letter from the Company.

### **6. Data Protection**

**6.1** Broadcast My Brand Ltd is registered with the Data Protection Registrar and Mentees details are processed in accordance with the Data Protection Act. Registration Number Z1965274.

**6.2** All information provided by the Mentee to Broadcast My Brand Ltd is entered into Broadcast My Brand Ltd's secure online database. Broadcast My Brand Ltd's online database is managed by a non-EU supplier.

**6.3** Broadcast My Brand Ltd will not sell your data to any third party. We respect your privacy – and we are **anti-Spam**. Broadcast My Brand Ltd may send you promotional information but will not sell your details to any third party.

### **7. Transfer of rights and obligations**

**7.1** The Contract between you and us is binding on you and us and on our respective successors and assigns.

**7.2** You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

**7.3** We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

### **8. Events outside our control**

**8.1** 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 events outside our reasonable control (each being a Force Majeure Event).

**8.2** A Force Majeure Event, without limitation, includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (but without limitation) strikes, lock-outs or other industrial action; 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; impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; impossibility of the use of public or private telecommunications networks; the acts, decrees, legislation, regulations or restrictions of any government.

**8.3** Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period unless we decide that the Contract should be terminated. Should we decide to terminate to Contract we will notify you in writing.

### **9. Termination**

We reserve the right to terminate the Contract immediately without liability if:

**9.1** subject to clause 9.2 below, you fail to complete the relevant Course within 6 months of the date of this agreement or, where we have given our prior written consent, within 10 months of the date of this agreement; or

**9.2** In our opinion you cause disruption on any Course or take any action which brings us (or any of our employees, agents, consultants or sub-contractors) into disrepute or adversely affects our goodwill or reputation.

### **10. Severability**

If any of these terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

### **11. Agreement**

**11.1** By starting and continuing the Mentorship Programme, both parties agree to be bound by its terms, which are enforceable in England & Wales.

**11.2** In the event of the Company being held legally liable in any respect, the Mentee agrees that our highest liability will be limited to the 30% of the course fees paid which will be settled by cheque within 45 days.

**11.3** The Company reserves the right to revise these terms and conditions without prior notice or the need for announcement. The Mentee agrees to periodically check the website [www.ultimatesuccess.tv/terms.pdf](http://www.ultimatesuccess.tv/terms.pdf) for amendments and agrees to be bound by any changes to these terms.

**11.4** This clause constitutes the end of the agreement.

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