

# Terms & Conditions

You can see our full details of our products and services.

## Contact us

YourBusinessCoach LTD (“we”, “us”, “our”) is a registered company in the UK (Company Number 13602642 - Registered Office Address 88-94 Paul Street, London, EC2A 4NE)

If you have any queries about our Terms of Use, please get in touch with us by email (dabier@yourbusinesscoach.io) or post (to our registered office, addressed for the attention of the “Website Administrator”).

## Our Terms

1. These Terms of Use set out the agreement between YourBusinessCoach LTD and you and apply whenever you visit or use our website(s) or any related applications or downloads (together, the “Services”). You should read these terms carefully and make sure that you fully understand them. Your use of the Services constitutes acceptance of these Terms of Use. If you do not agree to or understand these terms, you are not permitted to use the Services.

2. Additional terms, such as our Privacy Policy (which, together with these Terms of Use, we shall refer to as the “YourBusinessCoach LTD Terms”). We will endeavour to update these whenever necessary, but cannot guarantee to do so and third party app store providers and you may have to agree to additional terms in order to download, install and/or use our mobile application(s). Our Terms of Supply will apply to any paid-for service that we provide to you.

## Use of the Services

1. In these Terms of Use, “User Content” means any and all content uploaded to and/or shared, by a user of the Services, via the Services.

2. In using the Services you understand that User Content is not pre-screened by us and we are not responsible for any such User Content. You are solely responsible for any User Content you create. The views expressed in such User Content do not represent the views or values of YourBusinessCoach LTD.

3. You will not create any User Content which is obscene, discriminatory, threatening, offensive, defamatory, abusive, in breach of confidence or privacy, a violation or misappropriation of third party intellectual property rights or other proprietary or contractual rights, or otherwise in breach of or in violation of any applicable law, regulation or code. We reserve the right to remove, from the Services, any User Content that violates the YourBusinessCoach LTD Terms.

## 4. You must not:

4.1. use the Services for any purpose other than your own personal use;

4.2. access the Services using automated means;

4.3. engage in any activities that violate these Terms of Use or any applicable laws or regulations;

- 4.4. provide false personal details to us in registering as a Registered User;
  - 4.5. attempt to gain access to the account of, or impersonate, a third party;
  - 4.6. make use of the Services or act in a manner that is hateful, discriminatory or otherwise objectionable (in our sole discretion); or
  - 4.7. do anything that could impair the proper working of any part of the Services or users' access to the Services.
5. You are also responsible for ensuring that all persons who access the Services through your internet connection are aware of the YourBusinessCoach LTD Terms and that they comply with them.

### **Use of the Services by minors**

1. If you are under the age of 18, please review the YourBusinessCoach LTD Terms with a parent or guardian and ensure that both you both understand them.
2. If you are under 16 years old by registering with us you certify that your parent or guardian has expressed their consent to you becoming a Registered User.
3. If you invite anyone who is under the age of 18 to use the Services, you agree that you will ensure that they understand the content and effect of the YourBusinessCoach LTD Terms and that they agree to abide by them.

### **Changes to the Terms**

We keep the Terms under review and may change or update them from time to time. If we decide to do this, we will post such changes or updates on our website(s), and your continued use of our Services and/or access of our website(s) shall constitute acceptance of these amendments which will then be effective and will bind all future uses of the Services by you.

These Terms of Use were last updated on 3 June 2021

### **Changes to the Services**

Subject to any rights that you may have under our Terms of Supply, we reserve the right to modify, restrict your access to or terminate the Services or any part of them, whether on a temporary or permanent basis, at any time. We will try to give you notice of any material changes which we make by posting details of these on our website, and/or by emailing you if you are a Registered User.

### **Technical Requirements**

You are responsible for ensuring that your system and internet connection are adequate to access and use the Services.

### **Ownership of YourBusinessCoach LTD Content and User Contents**

1. We are the owner or licensee of all the intellectual property in the Services (the "YourBusinessCoach LTD Content").
2. In consideration of you agreeing to the YourBusinessCoach LTD Terms, we grant you a limited, personal, non-transferable, non-sublicensable licence to download our mobile application(s) and use the Services and the YourBusinessCoach LTD Content to the minimum extent necessary in order for you to access and use the Services in accordance with the YourBusinessCoach LTD Terms.
3. You must not use any of the YourBusinessCoach LTD Content for commercial purposes. Where you use any of the YourBusinessCoach LTD Content for non-commercial purposes, you must acknowledge us (or the relevant rights holder where we are licensee) as the proprietor and, where relevant, author.
4. You warrant that you are the owner or licensee of all the User Content that you create, that such User Content does not infringe any third party intellectual property rights and that you have the authority to grant the below licence.
5. You hereby grant us, or will procure for us, a perpetual, worldwide, non-exclusive, irrevocable, royalty-free licence to store, copy, sub-licence and otherwise use any User Content you create at our sole discretion, including by sharing such User Content with third parties in accordance with our Privacy Policy.
6. If you wish to use any third party User Content you must obtain consent from the relevant third party rights holder.

### **Termination or suspension of your access to the Services**

1. Subject to our Terms of Supply, you may terminate your account and stop using the Services at any time by deleting your account at "settings>manage account".
2. At any time and without giving you any advance notice, we may suspend your access to the Services on account of routine, planned or emergency maintenance or upgrades to the Services or its supporting hardware and/or software. Where practicable we may post notices of any scheduled maintenance or upgrade in advance on our website.
3. Subject to our Terms of Supply and without prejudice to any other right on our part to terminate or suspend the Services or any part thereof under the YourBusinessCoach LTD Terms, we may at any time terminate or suspend your account and/or any part of it and/or access to all or any part of the Services. If you breach any provision of the YourBusinessCoach LTD Terms, any licence granted by us to you under them shall automatically terminate. Where any such licence is terminated, you agree to immediately cease using and accessing the Services and to delete any copies of our mobile application(s) held by you.
4. Subject to our Terms of Supply and insofar as it is possible to do so by applicable law, our liability (as well as the liability of our directors, employees or other representatives) for any loss or damage whatsoever arising from our termination or suspension of your account or access to the Services is excluded.
5. Should you have purchased storage space or other products from YourBusinessCoach LTD please refer to our Terms of Supply as to how termination will affect you.

6. If we terminate your account, you will not create another one without our explicit written permission.

### **Disclaimers and limitation of liability**

1. To the fullest extent permitted by applicable law and subject to our Terms of Supply:

1.1. all conditions, warranties and other terms which might otherwise be implied by statute or at law or in equity are now expressly excluded and no representations, warranties or terms of any kind are made in respect of the Services, including, without limitation, warranties as to satisfactory quality, compliance with description or fitness for any particular purpose; and

1.2. neither we nor any of our data providers, affiliates, licensors, suppliers, successors and assignees or their respective officers, employees, agents or contractors (each a "YourBusinessCoach LTD Party");

1.2.1. give any warranty, representation or guarantee that the Services or any feature of them will be available for any period of time, at all or uninterrupted, or free from any error, virus or other harmful components; and

1.2.2. shall be liable to you for any loss or damage that is suffered or incurred by you in connection with the performance (or non-performance) of the Service(s) or arising from your use of, or inability to use, the Services.

2. Our maximum aggregate liability under or in connection with these Terms of Use (including your use of any Services) whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to five hundred pounds sterling (GBP £500). This does not apply to the types of loss set out immediately below.

3. Nothing in the YourBusinessCoach LTD Terms of Use in any way limits our liability to you for direct or foreseeable losses you suffer as a result of our breach of the YourBusinessCoach LTD Terms, death or personal injury caused by our negligence, fraud or fraudulent misrepresentation or any other liability which cannot be excluded or limited under applicable law (including, where relevant, your rights as a consumer).

4. You agree to indemnify and keep indemnified on demand each YourBusinessCoach LTD Party in full for the amount of any losses, damages and reasonable costs suffered or incurred by such YourBusinessCoach LTD Party as a direct result of your use of the Services; any breach of any of your obligations, warranties, representations or undertakings under the YourBusinessCoach LTD Terms; any improper or illegal use of your account by any person(s); and/or your creation of any User Content.

### **Linking**

1. The Services may contain links to third party websites. We are not responsible for, nor do we endorse, such third party websites or their content. If you access any third party websites linked to by the Services you do so at your own risk.

2. Save for linking to the home page of our website(s) in a fair manner, you agree not to link to or frame any part of our website(s). You agree to remove any link to our website(s) or frame of its content immediately upon our request.

## **Miscellaneous**

1. If the whole or any part of any provision of the YourBusinessCoach LTD Terms is or becomes invalid, void or unenforceable for any reason, the affected provision(s) shall be severed from the YourBusinessCoach LTD Terms and shall in no way affect the validity or enforceability of any of the other provisions.
2. No delay, failure or omission by us to enforce any breach of the YourBusinessCoach LTD Terms of Use shall constitute a waiver of any prior or subsequent breach by you.
3. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that we have to you that is caused by any event, act, omission or circumstance beyond our reasonable control.
4. You may not assign, sub-license or otherwise dispose of any of your rights under the Terms of Use. Without limiting the foregoing, this agreement is binding on you and us and on our respective successors and assignees. We may transfer, assign, charge, sub-contract or otherwise dispose of any our rights or obligations under these Terms of Use.
5. The YourBusinessCoach LTD Terms contain the entire agreement, and supersede any previous agreement (whether oral or written), between YourBusinessCoach LTD and you in relation to the subject matter of the YourBusinessCoach LTD Terms.
6. Subject to the App Store Terms, these Terms of Use are not intended to confer, and do not confer, any rights or remedies on any person other than the parties to the YourBusinessCoach LTD Terms, any YourBusinessCoach LTD Party may enforce any right or remedy expressly conferred on such YourBusinessCoach LTD Party under the YourBusinessCoach LTD Terms.
7. The YourBusinessCoach LTD Terms and any related dispute or claim (contractual or non-contractual) shall be governed by, and interpreted in accordance with, English law and subject to the non-exclusive jurisdiction of the English courts. We reserve the right to bring any action(s) in any other court(s) of competent jurisdiction.