



**Terms & Conditions for Services Bought to you
by Online Visibility Academy**

1) Definitions

"IPR" - Intellectual Property Rights

"Partner" - These refer to Third Party hosts, Affiliates and/or materials that we may use and/or utilise through various different social media platforms, and/or through Hosting Packages.

"Services" - these are refer to the current portfolio of Online Visibility Academy products and services on offer, which are listed as follows: Coaching; 1-2-1 coaching; Monthly Action Plans; Website Building Packages, Digital Training programs, Memberships

"Site" - This could be presented on information contained on the Website, and/or be individually available through the various different forms of platforms that Online Visibility Academy use, which without limitation consist of: The usage of Emails, Third Party Back Links to access Webinars, Seminars; Hosting Systems; Wordpress Sites; Plug-ins from affiliated from these Third Party Websites; Hard Copy Printed material; External Promotional Events that is held by Online Visibility Academy.

2) Purpose and Disclaimer

2.1 By entering the Site, you acknowledge that the Services on offer remains the sole proprietary right of Online Visibility Academy and that by entering the Site, Online Visibility Academy grants you the right to access this Site, with the sole purpose of receiving material for information purposes only.

2.2 By using the Contents contained within this Site, you confirm your acceptance to the Terms and Conditions presented to you in this Site. If, you do not agree or abide by any of the Terms contained within the Services then you must not enter this Site.

The remaining conditions of which are set out as follows:

3) Intellectual Property Rights

For the purposes of accessing our Services, Online Visibility Academy grants you exclusive access to its materials, which are without limitation: its Trade Marks; Copyright; Design Rights; Blogging Know-How; Confidential Information; and Good Will, and any further material which is produced and taught in relation to these Services shall be wholly owned by us (or through one of our Partners) and you confirm that you do not have the right to use this for your own reasons, without prior written consent from Online Visibility Academy

4) External Links

Online Visibility Academy is not responsible for the contents or the reliability of any websites, where a Link and/or Website is provided during the Services on offer and we neither express, nor condone the views and or content of other third party websites.

5) Payment

5.1 In consideration for access to these Services you shall pay for this Course, on immediate receipt of an invoice, and/or where prior consent has been gained, Online Visibility Academy shall provide you with a payment plan to clear the balance of its Services over a period of two months, and/or longer depending on the kind of deposit that has been placed up front, and subject to a written agreement permissible with Online Visibility Academy in the first instance.

5.2 In addition to Clause 7, failure to clear your installments on time, may result in your receiving Late Payment Charges, including any overdue interest that may be due as a result of late payment to us.

6) Alteration of Services

From time to time, we reserve the right if the need arises to alter the Time, Date and/or Location of Services We do so without further liability to you, provided that we notify you of such change, as soon as it becomes reasonably practical to do so.

7) Indemnity

7.1 In addition to Clause 5 being breached, you hereby agree to keep us indemnified against any and/or all costs, expenses, damages, claims, losses and liabilities suffered and/or incurred by us, or a Partner of Online Visibility Academy should you for whatever reason fail to pay your installments on time as a result of clearing down the cost of our Services, or that of our Partners.

7.2 Online Visibility Academy may seek the right to redress if the IPR has been breached in any way, in relation to a losses and liabilities suffered as a consequence of utilising any of the IPR's without prior written consent.

8) Liability

Subject to all of the above Terms, Online Visibility Academy will not be liable to you for:

- 8.1) Loss of Profit Loss of or damage to your Data.
- 8.2) Loss of Damage to your Reputation and/or Goodwill
- 8.3) Any indirect, special or consequential damages, losses, costs, claims or expenses of any kind.
- 8.4) Nothing in this agreement, shall limit or exclude either party for:
- 8.5) Negligence of that Party Employees'; Agents and/or Sub Contractors.
- 8.6) Fraud and/or Fraudulent misrepresentation.
- 8.7) Any other liability which cannot be limited or excluded by applicable law.

9) Term and Termination

- 9.1) The Agreement shall remain in force on an ongoing period of time, depending on the Service initiated.
- 9.2) In the Event of a Termination between either party, the remaining provisions shall remain in force in accordance with the remaining agreement.
- 9.3) Either party has the right to terminate the agreement immediately, by giving the other party, by giving written notice, on the basis, that the other party has:

i) Committed a material breach under any of its obligations under this Agreement (including failure to pay any amounts due under this agreement) and that such a breach has not been remedied within seven (7) days of being written to do so as requested.

ii) Ceases to carry on business; is unable to meet its debts as and when they fall due under the Agreement; has an order made for the Winding Up; has an administrator, receiver and/or manager appointed or makes an arrangement with its creditors, or makes an application to protect its position from its creditors in any way.

9.4) In addition, Online Visibility Academy has the right to terminate this agreement, if it feels that any of the clauses under IPR have been breached, and you have brought Online Visibility Academy into disrepute in any way

9.5) Further, Online Visibility Academy has the right to hold onto any payments made to them by the other Party on the Date of the Termination, and will not be under any obligation to refund the difference to you

9.6) In addition to Clause 5 and Clause 7, we reserve the right to instruct third party legal agencies who have our full authority to act in our best interests in the event of any breach of our Agreement.

10) Force Majeure

10.1) In the event that a Force Majeure Event takes place, that suddenly becomes an issue beyond our normal boundary of control, Online Visibility Academy will not be held liable for the delay and/or failure in performing their obligations in their control and/or that of their Sub-Contractors, including without limitation: (as applicable) Failure of an Utility Network; Web Host Supplier; Act of God; Civil Commotion; Terrorism; Malicious Damage; Compliance with any Government Order and/or Rule, Regulation and/or Direction; Breakdown of Plant and/or Machinery; Fire, Flood or Storm Damage)

10.2) Online Visibility Academy will where reasonably practicable will inform all affected parties where a prescribed Force Majeure Event takes place to alter and/or agree an extension in performing their obligations under its Services

11. General and Jurisdictional Clauses

11.1) The Terms and Conditions in this Agreement contain the entire agreement on its Services and supersede all prior agreements, understandings and/or arrangements (both oral and written) relating to the subject of this matter.

11.2) You are not permitted to re-sell, transfer, assign or otherwise dispose of any of your rights or obligations arising under this Agreement.

11.3) The Terms and Conditions contained within this Agreement are subject to the Laws of England and Wales, and that if any of the terms that fall under dispute are subject to be heard in the Courts of England and Wales.

11.4) From time to time we reserve to amend/vary and clarify any of our Clauses within these terms so that they are reflective of our business circumstances - the onus of which falls upon you to keep abreast of our terms and conditions from time to time.

11.5) In the event that any of the clauses contained within this agreement shall be deemed as non-compliant, then all of the remaining clauses shall continue to remain in effect for the purposes of this agreement.

12. Other

12.1 In the Event of a complaint, please address this initially in writing via email and/or via written communication to Online Visibility Academy at:

email - arrows@onlinevisibilityacademy.com