# Terms and Conditions of website use

Please read these terms and conditions carefully before you start to use the site. By using our site, you indicate that you accept these terms and conditions and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our site.

#### Information about us

www.TeamMBA.com is a site operated by The MBA Academy Limited ("We"); we are a company registered in England and Wales under registration number 06420117. We were founded on 7<sup>th</sup> November 2007. Our registered office and main trading address is 13 - 14 Orchard Street, Bristol, BS1 5EH. Our VAT number is 915091046. Stratology is the trade mark of The MBA Academy Limited registered in Great Britain and Northern Ireland with registration number 2570876.

#### 1. Accessing our site

- 1.1 Except as stated in Clause 2.2, by purchasing a single user annual licence and registering with this website you confirm that you are a private individual and that you will be the final / ultimate consumer of such services. You also confirm that you belong in the UK and that the content and services provided by this website are to be used and enjoyed within the UK alone. As such, you hereby acknowledge that the fee to join The MBA Academy attracts VAT charged at the current UK VAT rate (this amount is included within the registration fee). Any other taxes or import duties will be your responsibility. Our UK VAT registration number is 915091046.
- 1.2 If you fall outside the scope of Clause 2.1 (for example if you are a businesses outside the UK or if you wish to purchase multiple licences) you should sign-up via the enterprise option on the Sign-up page, get in touch and we can set-up as many licences you need and invoice you accordingly.

#### 2. Free Content

Some of the videos provided in the Learn element of Module 1 of the Mini-MBA course is available to users free of charge.

## 3. Restricted Content

- 3.1 Certain content including:
  - 3.1.1 The videos provided in the Learn element of Module 1 of the Mini-MBA course (not included in Clause 3);
  - 3.1.2 The videos provided in the Learn element of Modules 2 and 3 of the Mini-MBA course;
  - 3.1.3 The materials in the Apply elements of the Mini-MBA course;
  - 3.1.4 The materials in the Transform elements of the Mini-MBA course;
  - 3.1.5 The materials in the Lifelong Learning section; and
  - 3.1.6 The live training sessions;

("Restricted Content") is only accessible as a result of purchasing a licence.

- 3.2 You can purchase a licence by completing the details requested on the signup page and by making payment in the amount specified on the Buy page. This amount includes Value Added Tax (see above). Payment shall be taken at the time of joining. Once processed you will receive an email confirming receipt of payment. The contract between us in relation to your purchase of a licence will only be formed when we send you an email confirming receipt of payment.
- 3.3 By purchasing a licence we agree to grant you a non-exclusive annual licence to access the Restricted Content upon these terms of use.
- 3.4 On purchasing a licence, you are issued with a user name (which is your email address) and password which must be used to access the Restricted Content. The user name and password are personal to you and are not transferable.
- 3.5 Your user name and passwords are the methods used by us to identify you and so are very important. You are responsible for all information posted on the Website by anyone using your user name and password. Any breach of security of a user name and password should be notified to us immediately.
- 3.6 You may not adapt or circumvent the systems in place in connection with the Website, not access the Website other than through normal operations.

- 3.7 You may not permit any third party who has not purchased a licence to gain access to the Restricted Content.
- 3.8 Credit card providers may require you to pay additional charges for online purchases. Such charges are your own responsibility. Once paid the annual licence fee is non-refundable and non-transferable.
- 3.9 We will not store your debit or credit card details when you provide them to us to make payment. The card details will be passed securely to our payment provider to facilitate the transaction and nothing else. Any payment transaction will be encrypted using SSL technology.
- 3.10 The videos on this website are hosted in a private area of YouTube. YouTube has asked us to make it abundantly clear that payment for access to these videos (as well as the other content on this site) is made to The MBA Academy Limited and not to YouTube.

#### 4. Reliance on information posted & disclaimer

- 4.1 The materials contained on our site are provided for general information purposes only and do not claim to be or constitute legal or other professional advice and shall not be relied upon as such.
- 4.2 We do not accept any responsibility for any loss which may arise from accessing or reliance on the information on this site and to the fullest extent permitted by English law, we exclude all liability for loss or damages direct or indirect arising from use of this site. We will endeavour to allow uninterrupted access to the Website, but access to the Website may be suspended, restricted or terminated at any time.
- 4.3 We assume no responsibility for the contents of any other websites to which the Website has links.

#### 5. Data submitted by users

5.1 We accept no liability for data supplied by any user for display on the Website and the limitations set out in this Agreement apply. If you submit data for display on the Website you are responsible for ensuring that the data is accurate, complete and up to date and for updating that data where necessary.

5.2 If you submit data for display on the Website you are responsible for ensuring that no data is uploaded or submitted which is untrue, defamatory, obscene or abusive or otherwise objectionable or in breach of any applicable laws or rights of third parties.

#### 6. Intellectual property rights

The copyright in the content contained in the Website belongs to The MBA Academy Limited or the providers of such information. All rights are reserved.

#### 7. Our site changes regularly

We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material. We will not be liable if for any reason our site is unavailable at any time or for any period.

#### 8. Our liability

- 8.1 The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, and third parties connected to us hereby expressly exclude:
  - All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

- Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation any liability for:
- loss of income or revenue;
- loss of business;
- loss of profits or contracts;
- loss of anticipated savings;
- loss of data;
- loss of goodwill;
- wasted management or office time; and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.
- 8.2 This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

## 9. Information about you and your visits to our site

We process information about you in accordance with our privacy and cookie policy. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

## 10. Viruses, hacking and other offences

- 10.1 You may only use our site for lawful purposes. You may not use the site in any way that breaches any applicable local, national, or international law or regulation. You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You also agree not to access without authority, interfere with, damage or disrupt:
  - any part of our site,

- any other user account,
- any equipment, server or network on which our site is stored or any server
- any computer or database connected to our site.
- any software used in the provision of our site
- any equipment or network or software owned or used by any relevant third party.
- 10.2 You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.
- 10.3 By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.
- 10.4 We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

#### 11. Links from our site

- 11.1 Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. When accessing a site via our website we advise you check their terms and conditions and privacy policies to ensure compliance and determine how they may use your information. Please note that we are in no way associated with any other organisation (including those organisations to whose sites we link).
- 11.2 Third parties shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 in relation to any agreement between us and you.

# 12. Linking to our site

- 12.1 You must not establish a link from any website that is not owned by you. You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- 12.2 Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page without our consent. We reserve the right to withdraw linking permission without notice.

# 13. Uploading material to our site

- 13.1 Whenever you make use of a feature that allows you to upload material to our site, or to make contact with other users of our site, you must comply with the terms and conditions set out within this Agreement.
- 13.2 Any Content you upload to our site will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such Content for any purpose. We will not be responsible, or liable to any third party, for the content or accuracy of any Content posted by you or any other user of our site.

# 14. Jurisdiction and applicable law

The English courts will have non-exclusive jurisdiction over any claim arising from, or related to, a visit to our site. These terms and conditions and any dispute or claim arising out of or in connection with them or their 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.

## 15. Trade marks

Stratology is the UK registered trade mark of The MBA Academy Limited.

# 16. Variations

We may revise these terms and conditions at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms and conditions may also be superseded by provisions or notices published elsewhere on our site.

# 17. Your concerns

If you have any concerns about material which appears on our site, please contact us using the form provided on the Contact page.

Thank you for visiting our site.