

TERMS AND CONDITIONS

Please read these Terms and Conditions (“Terms”) carefully before entering into any agreement with Sales Acceleration Strategies for services or using <http://www.yihst.com/> (the “Website”) or <http://www.salescollective.co.uk> or <http://www.salesaccelerationstrategies.com> or <http://www.salesaccelerationstrategies.co.uk>

Sales Acceleration Strategies is a trading name of Sales Acceleration Strategies Limited registered at Companies House under number 08529957 and at 3 Greenhow, Bracknell, Berkshire, RG12 7RJ, and hereinafter referred to as “we”, “us” or “SAS” and “you” means the user of the Website

By using the Website you have agreed to be bound by these Terms.

If you use training courses provided by Us, you should also refer to section B of these Terms.

If you use the online portal subscription service we provide ‘the Sales Collective’ (the “Portal”), you should also read carefully section C of these Terms.

SECTION A – ALL USERS OF THE WEBSITE

1. GENERAL TERMS AND CONDITIONS APPLYING TO ALL USE OF THE WEBSITE

1.1 Before using the Website you acknowledge that you are responsible for making back-up copies of all your data and taking appropriate precautions against viruses, hacking and other types of computer misuse.

1.2 Whilst we endeavour to ensure that the Website does not contain any errors, defects, malfunction or corrupt data we do not accept responsibility for any damage to or loss of data on your network, computer system or server that results from the download or use of the Website or any materials made available via the Website (except for death or personal injury caused by our negligence).

1.3 Access to the Website may be interrupted by reasons without or outside of our control. We reserve the right to suspend access to the Website for scheduled maintenance as absolutely necessary but will endeavour to keep any disruption by reason of planned maintenance to a minimum. There may also be occasions when access to the Website is interrupted for emergency maintenance or repairs or to carry out upgrades to improve the performance or functionality of the Website and the services offered via the Website.

1.4 You accept that you will not have a claim for breach of contract against us in respect of such period(s) of unavailability. You also acknowledge that we cannot be held responsible for any delay or disruptions that are inherent in the operation of the Internet and the World Wide Web, including viruses.

1.5 We shall not be liable to you for any of the following types of loss or damage arising out of or in connection with your use of the Website or any or content and/or facilities provided via the Website :

- (a) any loss of profits, loss of earnings, loss of anticipated savings, goodwill or revenue;
- (b) any loss or corruption of data; or
- (c) any indirect or consequential loss.
- (d) The exclusions and limitations of liability contained in this section do not apply to :
- (e) any loss or damage resulting from death or personal injury caused by our negligence;
- (f) loss or damages arising from our fraudulent misrepresentation; or
- (g) any other losses which may not be excluded or limited by law.

1.6 Each provision of this Paragraph shall be construed separately as between you and us. If any part is held by a court to be unreasonable, inapplicable or unenforceable, then the other parts shall still apply.

1.7 The receipt of the services is personal to you and you may not transfer your rights to access the course materials or to receive the services to another person unless we have consented in writing to you doing so.

1.8 If any provision of these Terms becomes void or otherwise unenforceable in whole or in part, the validity of the remainder of these Terms shall not be affected.

1.9 If either we or you fail to enforce, or delay in enforcing, any of our respective rights or remedies under these Terms, such failure or delay shall not operate as an agreement to waive that right or remedy, and shall not prevent us from exercising that right or remedy in the future.

1.10 These Terms are governed by and shall be construed in accordance with English law. Any dispute arising between us under or in connection with these Terms shall be subject to the non-exclusive jurisdiction of the English courts.

2. PURPOSE OF THE WEBSITE

2.1 We have designed and created the Website to provide you with information insight and education, and as a medium to provide online training whether through our Portal or otherwise.

3. COPYRIGHT

3.1 The materials on this Website are protected by our and by third party copyright and other intellectual property rights.

4. WHAT WE PROVIDE

4.1 We offer, through the Website and the Portal, training services to individuals and to businesses to help them progress and grow in whatever sales area they operate in.

4.2 We provide the Website to you without charge. As a consequence of this we do not make any guarantee as to the availability, performance or continued provision of these services and reserve the right to modify or to terminate the provision of all or any of the Website.

4.3 You agree not to use the Website:

- (a) for any unlawful purposes;
- (b) to transmit, store or communicate any material which is obscene, offensive, blasphemous, pornographic, unlawful, threatening, menacing, abusive, harmful (particularly to minors), an invasion of privacy, defamatory, libellous, vulgar or otherwise objectionable;
- (c) to transmit, store or communicate any material which infringes our or any other person's copyrights, trademarks, patents, moral rights or other intellectual property rights of any nature;
- (d) to transmit, store or communicate any material that contains images, audio or video recordings, software or other material protected by intellectual property laws (or by the rights of confidentiality or privacy, where applicable) unless you own or control the rights thereto and have received all necessary consents and agreement in relation to any third parties' interest in the material;
- (e) for commercial purposes including without limitation the publishing or circulation of any promotion, or advertisement, or the solicitation of funds or the sale or supply of goods or services;
- (f) to transmit, store or communicate any material which is likely to have a detrimental effect on our or any other person's reputation;
- (g) harvest content or IP addresses or transmit or communicate any material which contains software viruses or any other files or programs that may interrupt, destroy or limit the functionality of this Website or server or any other computer or

that contains any unsolicited or unauthorised materials, chain letters, junk mail, spam or similar;

(h) to transmit any material which is likely to cause harm to us or anyone else's computer systems, including but not limited to any virus, code, worm, data or other routine purposely designed to damage or cause any defect, error, malfunction or corruption to any computer system;

(i) to restrict or in any way inhibit any person from using this Website;

(j) to transmit, store or communicate any material which is irrelevant to the subject matter;

(k) to transmit, store or communicate any material in breach of the Computer Misuse Act 1990;

(l) to delete any author contributions, legal notices or proprietary designations or labels in any file which is uploaded or falsify the origin or source of the material which is transmitted or communicated;

(m) to obtain, collect or store any personal data about any visitors or users of the Website;

(n) If you post any comments or content on the Website you grant us non-exclusive royalty free perpetual irrevocable right and licence to reproduce, modify, edit, adapt, publish, translate, distribute and display such materials in any and all media now known or in future created throughout the world and authorise others to do so. You further agree to irrevocably and unconditionally waive all moral rights which you may have in respect of any material posted by you on the website.

5. THIRD PARTY LINKS

5.1 From time to time we may provide links to third-party websites, which may include links to sites owned by associated companies of SAS. Any link (including without limitation any links posted by other users of the Website) are provided for your convenience only and are accessed at your own risk.

5.2 We are not responsible in any way for the content of any third party website or for goods or services provided by the operators of such websites, and, unless otherwise stated are not responsible for and do not endorse or recommend any third party website or its availability or contents or any agreement or understanding you enter into with a third party through a third party website.

5.3 If you choose to use any of the links provided, you should ask for access to the terms and conditions and privacy statement of the third party website. We do not accept any liability for any loss, damage, expense, costs or liability whatsoever incurred by you in respect of these third party websites.

6. AMENDMENTS TO THESE TERMS

6.1 We reserve the right to amend these Terms from time to time. When we make a change we will update this page of the Website. If we do so, the updated version will be effective as soon as it is uploaded on to this Website. The date of the last revision to these Terms is provided at the end of the Terms. We recommend that you visit this page each time you visit the Website to ensure that you are aware of and are complying with any changes that we have made to these Terms. If you continue to use the Website you will be deemed to have

accepted those changes from the point at which these changes come into effect.

7. GENERAL

7.1 These Terms are governed by and will be understood in accordance with English law. The contract between us is concluded in the English language. Any dispute arising between us under or in connection with these Terms shall be subject to the jurisdiction of the English courts.

7.2 These Terms, and any specification, quotation or similar provide by us in writing constitute the entire agreement between us in relation to the provision by us to you of the Services, and they replace and supersede any prior arrangements between us in relation to the Services.

7.3 You acknowledge that you are not relying on any verbal statement made by us or any of our representatives with regard to the Services other than those expressly set out in these Terms. Nothing in this Paragraph shall exclude or restrict our liability for fraud or fraudulent misrepresentation.

7.4 The agreement between us which is comprised of these Terms is not intended to be for the benefit of any third party, and shall not be exercisable by any other person under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

7.5 The continued use of the Website following any changes to the Terms will mean that you accept such changes.

SECTION B – TRAINING COURSES

Terms applying if you appoint us to provide you with onsite training.

These terms and conditions ('Terms') apply to the contract between you and us when you instruct us to provide you with training, whether at your place of business or at a third party's premises.

For the purposes of this section the following definitions apply:

'course' means the training course that you will be provided with by us.

'course fee' means the fee you must pay for the course.

'services' means the products and services we supply to you including; the Website, the online course materials you use on the Website, any off-line materials we supply, our course leader attending your business to provide the training consultancy and any additional support provided before or after the course.

1. YOUR COURSE

1.1 Your course is a mixture of online tools, (or off-line course materials) and information on the Website, together with seminars held at your place of business or an alternative by our representative(s) and where applicable one on one training from us. The course is designed to help you to achieve the business aims you have asked us to help you achieve.

1.2 Whether you pay a fee or not, you are not purchasing the course itself. You are being licensed to use the course while you are on the course. You cannot retain or keep the course. You cannot give or sell the course or any of the learning materials to anyone else. The course always remains the property of SAS.

2. QUALITY OF THE SERVICES

2.1 We will use reasonable skill and care in providing the services to you. We do not make any commitment to you that the content of the services will meet any specific requirements that you have (except to the extent that your requirements match the course description which is given in more detail on the Website). We expect you to take reasonable care to make sure that the course you have chosen will meet your needs.

2.2 We do not make any commitment to you that you will obtain any particular result from your receipt of the services. We do not warrant or guarantee or suggest that in undertaking the course your business aims will be achieved.

2.3 All representations, warranties and/or terms and/or commitments not expressly set out in these Terms (whether implied by law, conduct, and statute or otherwise) are hereby excluded to the maximum extent permissible at law.

3. COURSE FEE

3.1 You agree to pay us the course fee, (including VAT where applicable), if a fee is required for the course. We will explain to you the cost before the course commences, and in paying the course fee you agree to the same, and these Terms.

4. PROVISION OF THE SERVICES

4.1 Technical Support: We will provide basic technical support to you to help you to use our courses. We cannot provide technical help that is not about using our services. We will use reasonable skill and care in providing any technical support and to ensure that this service is available to you, but we do not guarantee uninterrupted availability of this technical support nor do we guarantee that the technical advice provided by us will resolve your technical problems.

5. YOUR RIGHT TO USE THE COURSE AND YOUR RELATED OBLIGATIONS

5.1 On payment of the course fee we grant to you a licence for you to use the course for your own business' use only. You can only use the course while you are learning, and for a period afterwards. You cannot retain indefinitely or keep the course, and it is not yours to sell or give to anyone else outside of your business.

5.2 You may not change, copy, reproduce, re-publish, upload, post, transmit or distribute in any way any part of the course. Any use of the course not permitted in these Terms is strictly prohibited. Such use will constitute an infringement of either our copyright or our other intellectual property rights, or the copyright or other intellectual property rights.

6. YOUR RIGHT TO CANCEL THE COURSE

6.1 If you decide that you wish to cancel your enrolment, you may do so provided that you tell us that you wish to cancel no less than 30 days before the course date. Cancellations made with less than 30 days' notice before the course start date will attract the full course fee.

6.2 If you are entitled to a refund of any course fee, this will be paid to you within 30 days of the date of your cancellation.

6.3 You agree that you will lose your above right to cancel the course and get a refund of any course fee you have paid if you have started the course.

7. OUR RIGHTS TO STOP PROVIDING THE SERVICES TO YOU

7.1 We will make the course available to you on the times and dates agreed until:

(a) you notify us in writing, by email or by telephone that you have completed the course and no longer require access to the services;

(b) we or decide that you have breached the Terms.

7.2 In any of the events above, we will withdraw your access to the course. If you wish to use the services after your access to the course has been withdrawn, you will need to contact us.

7.3 We reserve the right to stop providing the services to you immediately if:

(a) you do not follow the way in which you are allowed to use the course or the Website; or

(b) you act in such a way as to threaten, intimidate or otherwise harass our staff or other clients.

7.4 If we exercise this right we will tell you by email or post or telephone. If first communicated to you in person, we will follow-up as above. We will then immediately withdraw your access to the course.

8. COMPLAINTS

8.1 If you are not satisfied with any aspect of the services, please set out your concerns in writing by email to info@salesaccelerationstrategies.com

9. OUR LIABILITY TO YOU

9.1 We will not be liable if we cannot provide the services to you because of an event beyond our reasonable control. Such events include (but are not limited to) events such as fire, flood, storm, strikes or other industrial action, failure of telecommunications services, war, riot, or the actions of any government or public body, failure or insolvency of SAS. If we are prevented from providing the services by such an event, we will take all reasonable steps to try to reinstate the provision of the services to you as soon as is reasonably practicable.

9.2 In no event will we be liable for any loss of profit, loss of earnings, loss of anticipated savings, loss of revenue or loss of goodwill that you may suffer arising from the use of or failure to provide the services. In no event will we be liable to you for any indirect or consequential loss that you may suffer.

9.3 We are not liable for any data that you lose either as a result of attending the course or during completion of any course on the website. It is your responsibility to ensure that you regularly save and back up all data which you hold on the computer from which you are accessing the course.

9.4 Except where the above applies, our maximum aggregate liability for any claim that you may have against us in connection with the provision by us (or the service provider) to you of the services, which is not otherwise excluded in these Terms, (including without limitation where such claim arises as a direct result of any negligent technical advice provided by us), will be limited to the amount of the course fee which has been paid.

9.5 The exclusions and limitations of liability contained in these Terms do not apply to any loss or damage resulting from death or personal injury caused by our negligence, loss or damages arising from our fraudulent misrepresentation, or any other losses which may not be excluded or limited by law.

10. PRIVACY AND DATA PROTECTION

10.1 We treat your privacy very seriously. The information, which may include sensitive personal data that you provide to us is subject to our Privacy Policy which is on the Website. It sets out what information we store and what we use it for, and who we can give it to. If you would like further details about the information we collect and how it is used, please ask us. By accepting these Terms you are also acknowledging and accepting our Privacy Policy.

PART C - TERMS APPLYING IF YOU ENROL FOR OUR ONLINE PORTAL SUBSCRIPTION

These Terms and conditions apply to the contract between us and you when you subscribe to our online Portal.

Please read these Terms carefully before subscribing to our online Portal service.

'Portal' means the online portal provided by us on the Website for the purposes of providing ongoing training sales support and insight to you.

'services' means providing by us to you of access to our online Portal subscription, including the content, videos, data information and training material provided therewith.

'subscription' means the ongoing agreement between us and you under which we provide through the Portal ongoing training materials, updates and support

'subscription fee' means the monthly fee you pay for your subscription

By accessing our Portal you will be deemed to have accepted these Terms

1. PORTAL SUBSCRIPTION

1.1 The services provided are a mixture of online software, tools and information on the Website, and support from us. The contents of the Portal are designed to provide you with training and education in the relevant fields in accordance with your requirements.

1.2 Whether you pay a fee or not, you are not purchasing the Portal content, you are being licensed to use the content while you are a subscriber paying the subscription fee. You cannot give or sell the content to anyone else outside of your business. The Portal content always remains our property.

2. PAYMENT OF THE SUBSCRIPTION FEE

2.1 You agree to make payment on or before the 1st day of each month of the subscription fee as detailed to you at the outset of your subscription.

2.2 If you miss a payment of the subscription fee we will send you a reminder within 14 days which may incur an administration charge equal to 15% of the monthly subscription fee.

2.3 If you miss two payments of the subscription fee and either are still outstanding within 14 days of your default we reserve the right to terminate your subscription and halt the provision of the services to you without further notice to you.

2.4 Overdue payments will attract late payment interest at 8% per annum from the date of default

2.5 We reserve the right to increase the subscription fee but will provide you with 3 months' notice of any increase. If we notify you of an increase in the subscription fee you may provide us with notice to cancel your subscription, in writing, which will be effective as from the end of the calendar month two months' from the date you provide notice in writing

3. DURATION OF THE SUBSCRIPTION

3.1 SAS provide the services on a monthly basis, and in the first six months of your subscription you may cancel the services at any time by providing us notice in writing which will expire at the end of the next calendar month after the notice is given.

3.2 After you have subscribed to the Portal for six months or more, you must give us at least one months' notice in writing of cancellation of your services, which must end on the anniversary of your Portal subscription.

4. QUALITY OF THE SERVICES

4.1 We will use reasonable skill and care in providing the services to you. We do not make any commitment to you that the content of the services will meet any specific requirements that you have (except to the extent that your requirements match the Portal description which is given in more detail on the Website).

4.2 We do not make any commitment to you that you will obtain any particular result from your receipt of the services.

4.3 All representations, warranties and/or terms and/or commitments not expressly set out in these Terms (whether implied by law, conduct, and statute or otherwise) are hereby excluded to the maximum extent permissible at law.

5. USERNAME AND PASSWORD DETAILS

5.1 When you register to use the Portal you will be given a unique username and password, which you must keep confidential.

5.2 You will be responsible for all activities that occur under your user name and password. You must not allow anyone else to use your username and password. You must tell us immediately of any unauthorised use of your user name or password or if you believe that your user name or password are no longer confidential.

5.3 We reserve the right to require you to alter your username and password if we believe that they are no longer secure. We will never email you or ask you on the phone for your password. If anyone asks you for your password you must tell us immediately.

6. YOUR RIGHT TO USE THE PORTAL AND YOUR RELATED OBLIGATIONS

6.1 On payment of the subscription fee we grant to you a monthly licence for you to use the Portal for your own business' use only. You can only use the Portal while you are paying the subscription fee. You cannot 'keep' the services, and they are not yours to sell or give to anyone else.

6.2 You may make copies of sections of the services as they appear on the Portal if you need to while you are doing the course for your own use only. You may print for your personal use only as many pages of the course on the Portal as are reasonable for your own training purposes.

6.3 You may not change, copy (except as permitted above), reproduce, re-publish, upload, post, transmit or distribute in any way any part of the services. Any use of the services not permitted in these Terms is strictly prohibited. Such use will constitute an infringement of either our copyright or our other intellectual property rights, and will result in the immediate termination of your Portal subscription.

7. YOUR RIGHT TO CANCEL THE SUBSCRIPTION

7.1 If you change your mind within 14 days of subscription, please contact us by email at info@salesaccelerationstrategies.com to let us know and we will cancel your subscription. If you are entitled to a refund of any subscription fee, this will be paid to you within 30 days of the date of your cancellation.

7.2 You agree that you will lose your right to cancel the subscription and get a refund of any course fee you have paid if you have started using the course.

8. OUR RIGHTS TO STOP PROVIDING THE SERVICES TO YOU

8.1 We will make the Portal available to you via the Website from the start of your subscription until either;

- (a) you give notice in accordance with clause 7;
- (b) you stop paying your subscription fee;
- (c) you act in such a way as to threaten, intimidate or otherwise harass our staff;
- (d) we decide that your actions have breached these Terms; or
- (e) we are unable to continue to provide the services or access to the Portal.

8.2 In any of the events above, we will withdraw your access to the Portal. If you wish to use the services after your access to the Portal has been withdrawn, you will need to subscribe again.

9. COMPLAINTS

9.1 If you are not satisfied with any aspect of the services, please set out your concerns in writing by email to info@salesaccelerationstrategies.com

9.2

10. OUR LIABILITY TO YOU

10.1 We will not be liable if we cannot provide the services to you because of an event beyond our reasonable control. Such events include (but are not limited to) events such as fire, flood, storm, strikes or other industrial action, failure of telecommunications services, war, riot, or the actions of any government or public body, failure or insolvency of SAS. If we are prevented from providing the services by such an event, we will take all reasonable steps to try to reinstate the provision of the services to you as soon as is reasonably practicable.

10.2 In no event will we be liable for any loss of profit, loss of earnings, loss of anticipated savings, loss of revenue or loss of goodwill that you may suffer arising from the use of or failure to provide the services. In no event will we be liable to you for any indirect or consequential loss that you may suffer.

10.3 We are not liable for any data that you lose either as a result of accessing the course or during completion of any course on the Portal or our website. It is your responsibility to ensure that you regularly save and back up all data which you hold on the computer from which you are accessing the Portal.

10.4 Except where the above applies, our maximum aggregate liability for any claim that you may have against us in connection with the provision by us (or the service provider) to you of the services, which is not otherwise excluded in these Terms, (including without limitation where such claim arises as

a direct result of any negligent technical advice provided by us), will be limited to the amount of the course fee which has been paid.

10.5 The exclusions and limitations of liability contained in these Terms do not apply to any loss or damage resulting from death or personal injury caused by our negligence, loss or damages arising from our fraudulent misrepresentation, or any other losses which may not be excluded or limited by law.

11. PRIVACY AND DATA PROTECTION

11.1 We treat your privacy very seriously. The information, which may include sensitive personal data that you provide to us is subject to our Privacy Policy which is on the Website. It sets out what information we store and what we use it for, and who we can give it to. If you would like further details about the information we collect and how it is used, please ask us. By accepting these Terms you are also acknowledging and accepting our Privacy Policy