

OVERVIEW

This website is operated by Unburdened Ltd.

Throughout the site, the terms "we", "us" and "our" refer to Unburdened Ltd.
Unburdened Ltd offers this website, including all information, tools and Services
available from this site to you, the user, conditioned upon your acceptance of all terms,
conditions, policies and notices stated here.

By visiting our site and/ or purchasing something from us, you engage in our "Service" and agree to be bound by the following terms and conditions ("Terms of Service", "Terms"), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any Services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service. Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this

page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

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SECTION 1 - GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time. You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You understand that your content (not including payment information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Payment information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us. The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

SECTION 2 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk. This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. This site may contain certain historical information. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

SECTION 3 - MODIFICATIONS TO THE SERVICE AND PRICES

Purchasing Goods and Services

- 1. We offer the opportunity to purchase certain goods and services on the Website and Offline, including applications, registrations and payment for training, assessments, study materials and courses. "Offline" refers to any printed or marketed publications we may publish from time to time. Please review all of the information which you intend to submit before you make payment. By submitting this information, you confirm that all of it is accurate, true and complete.
- 2. If we accept your offer and agree to enter into a contract with you, we will keep a record of the transaction for a) an indefinite period or b) a period however long is necessary for our accounting and business purposes.

Price

3. The Price means the price for the goods or services, inclusive of VAT (where applicable). Prices quoted on our Website and Offline are in pounds sterling. Prices quoted in other currencies are for information only. Goods and services must be paid in pounds sterling

Payment

- 4. When you offer to purchase any goods or services from us Offline, by telephone, by paper application form or on the Website by clicking the 'Submit' button, you agree to these Terms and Conditions. By completing and submitting the paper application form / electronic order form or ordering by telephone, you are making an offer to purchase goods or services which, if accepted by us, will result in a binding contract. We reserve the right to refuse your order, in which case you will be notified accordingly.
- 5. The Price, in pounds sterling, is agreement of a verbal or written contract and is subject to discounts; changes; and relevant use by unburdened and the price agreed upon outside of purchasing a pre prepared or as-is product will be referred to under contracts and invoices by Unburdened Ltd.

Cancellation and Termination

6. In accordance with The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 you have a right of cancellation in respect of the goods and services sold by Unburdened Ltd, which right shall (subject to the Regulations) expire fourteen calendar days from the day on which either the goods are received by you, or a person nominated to receive the goods on your behalf, or your order for services is accepted by the Unburdened Ltd.

If you wish to cancel, you must notify Customer Services by email (Support@unburdened.co.uk) Where goods have been supplied to you prior to such cancellation they must be returned to us, in the condition in which they were supplied to you, at your expense. Reimbursement for any monies paid by you, including standard delivery costs, which relate to the cancellation will be sent to you within fourteen days of receiving the notice of cancellation or if goods are to be returned to us, within fourteen days of their receipt or proof of sending.

Note: No right of cancellation or refund is available in respect of ebooks or any other electronic download of the goods and services once the download has started. You acknowledge that, by commencing the download of the goods or services, your right to cancel under 29(1) of the Regulations will be lost.

- 7. Any request for entry to a course received less than 14 days before the course date shall be treated as express consent for us to provide a service. This express consent will also be treated as formal acknowledgement by you that your rights to cancellation under Regulation 29(1) of the Regulations will be lost upon receipt of your application form by Unburdened LTD.
- 8. In the event of less than fourteen days' notice of cancellation being given in respect of an entry for an exam sat online, and if, where applicable we are unable to recover costs suffered as a result of such short notice cancellation, then we can recover these costs from you.
- 9. We may (at our option) suspend performance of the services or terminate the contract at any stage if it appears to us that you have not complied with these Terms and Conditions.

Force Majeure

10. We reserve the right to cancel, suspend or vary the operation of our obligations to you if events occur which are beyond the reasonable control of Unburdened LTD, including (but without prejudice to the generality of the foregoing) fire, flood, storms, plant breakdown, strikes, lock outs, riot, hostilities, non-availability of material or suppliers, epidemic or pandemic disease or any other event outside our control; and we shall not be held liable for any breach of contract or in tort resulting from such an event.

We will not be liable for any loss, damage, expense, costs, delays or other liability whatsoever (including without limitation any financial losses such as loss of profit) which you may incur as a result of any event beyond our reasonable control (including without limitation any failure of transmission, communication, computer or other facilities or your inability to access the Website for any reason or any failure, error or delay in the sending or receiving of any notice or communication or instruction through the post or any electronic medium).

SECTION 4 – YOUR USE OF THE WEBSITE

The following Terms and Conditions apply to your use of the Website, subject at all times to any additional restrictions imposed by a copyright holder of any licensed content on the Website:

- a) You may download to a local hard disk and print extracts from the Website solely for personal use.
- b) You may not reproduce part or all of the contents of the Website in any form unless it is for personal use.
- c) You may not copy or otherwise incorporate into, or store in, any other website, electronic retrieval system, publication or other work any of the content of the Website in any form (whether hard copy, electronic or other).
- d) You may not frame or link to the Website or any part of it without our express permission.
- e) Where you have the opportunity to add or post content to the Website (including any Restricted area of the Website) you must only do so to send messages and material that are proper and appropriate to it and you shall not do any of the following:
- f) defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy or intellectual property rights where applicable) of others;
- g) publish, post, distribute or disseminate any material which is obscene, indecent or unlawful;
- h) advertise or offer to sell any goods or services, or conduct or forward surveys, contests, or chain letters;
- i) upload files that contain software or other material protected by intellectual property laws (or by rights of confidentiality or privacy, where applicable) unless you own or control the rights thereto or have received all necessary consents;
- j) upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of our or another's computer;
- k) upload files which contain an active hyperlink to another website;
- delete any author attributions, legal notices or proprietary designations or labels in any file that is uploaded;
- m) falsify the origin or source of software or other material contained in a file that is uploaded; and/or
- n) download any file posted by another user of the Community Area that you know, or reasonably should know, cannot be legally distributed in such manner.
- o) We shall be entitled at any time to delete, remove or suspend the whole, or any part, of any content added or posted to the Website without notice and without incurring any liability.

- p) By logging in to the Website and creating a user profile, you confirm that the email address you provide is solely accessible by you and is secure from any external third-party access.
- q) You are solely responsible in all respects for all use of and protecting the confidentiality of any log-in details (username and password) given to you or selected by you for use on the Website. Such log-in details may only be used by you personally and you may not share these with or transfer them to any third parties. You must notify Unburdened Ltd immediately of any unauthorised use of your log-in details or any other breach of security regarding the Website which comes to your attention.

SECTION 5 - PRODUCTS OR SERVICES

(if applicable) Certain products or Services may be available exclusively online through the website. These products or Services may have limited quantities and are refundable/returnable.

- a) The day you download the materials and view them or
- b) 14 days statutory right to withdraw.

Please contact us at <u>Support@unburdened.co.uk</u> if you wish to withdraw or you have an issue with services offered.

We have made every effort to display as accurately as possible the colours and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any colour will be accurate. We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or Services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited. We do not warrant that the quality of any products, Services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

SECTION 6 - TOOLS

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, or per order. These restrictions may include orders placed by or under the same customer account, the same Payment information, and/or orders that use the same billing and/or shipping address. If we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and Payment information numbers and expiration dates, so that we can complete your transactions and contact you as needed.

SECTION 7 - THIRD-PARTY LINKS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools. Any use by you of the optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which the relevant third-party provider(s) provides tools.

We may also, in the future, offer new Services and/or features through the website (including, the release of new tools and resources). Such new features and/or Services shall also be subject to these Terms of Service. Certain content, products and Services available via our Service may include materials from third parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and

we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or Services of third parties.

We are not liable for any harm or damages related to the purchase or use of goods, Services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

SECTION 8 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example reviews) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us.

We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion to be unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service. You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website.

You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

SECTION 9 - PERSONAL INFORMATION

Your submission of personal information through the store is governed by our Privacy Policy.

To view our Privacy Policy, please see [LINK TO PRIVACY POLICY]

SECTION 10 - ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

SECTION 11 - PROHIBITED USES

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law.

No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content:

- a) for any unlawful purpose.
- b) to solicit others to perform or participate in any unlawful acts.
- c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances.
- d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others.
- e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability.
- f) to submit false or misleading information.
- g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet.
- h) to collect or track the personal information of others.
 - a. to spam, phish, pharm, pretext, spider, crawl, or scrape;
- i) for any obscene or immoral purpose.
- to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet.

We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

SECTION 12 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free. We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you. You expressly agree that your use of, or inability to use, the service is at your sole risk.

The service and all products and Services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Unburdened Ltd , our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility.

Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

SECTION 13 - INDEMNIFICATION SECTION

You agree to indemnify, defend and hold harmless Unburdened Ltd and our subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SECTION 14 - SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions