SPORTING EDGE TERMS OF BUSINESS

October 2025

PART A: INTRODUCTION

1.1 These Terms of Business apply to your receipt of the Services that Sporting Edge makes available through its Mindset Toolkit and other programmes, including the Winning Mindset Programme/s, via our Platform. They are made up of four parts:

(a) Part B ("**Definitions and Interpretation**") applies to Parts A – E of these Terms of Business.

(b) Part C ("**Terms of Sale**") applies in respect of subscription and non-subscription programmes to the Services provided through the Sporting Edge Platform/s;

(c) Part D ("**Terms of Service**") applies in respect of the provision of the Sporting Edge Platform to Subscribers; and

(d) Part E ("**Platform Terms of Use**") applies in respect of your use of the Sporting Edge Platform.

1.2 The agreement for the provision of Services pursuant to these Terms of Business will be between: (1) Sporting Edge Digital Limited, a company registered in England (registered number 08936216) whose registered office is at Innovation Centre, Airfield Business Park, Wellington Way, Market Harborough, Leicestershire LE16 7WB ("**Sporting Edge**" or **"we/us"** as applicable); and (2) the person or legal entity who registers for an account to access and use the Services ("**Subscriber**" or "**you**" as applicable).

1.3 **Please read these Terms of Business carefully. Sporting Edge may vary these Terms of Business at any time and with immediate effect. If Sporting Edge makes a material change that is detrimental to the Subscriber, Sporting Edge will notify the Subscriber and provide the Subscriber with the opportunity to cancel its subscription pursuant to Clause 3 of the Terms of Sale. By continuing with a subscription, Subscriber is deemed to accept the varied Terms of Business.**

1.4 **From time to time we may agree bespoke arrangements with certain corporate clients. If you are using our Services during your course of employment for a corporate entity who has a bespoke agreement in place with us, ("Corporate Services Agreement"), to the extent that these Terms of Business conflict with the Corporate Services Agreement in respect of your use of the Services (irrespective of whether you have previously agreed to these Terms of Business when you first signed up to use the Platform), the Corporate Services Agreement will prevail.**

PART B: DEFINITIONS AND INTERPRETATION

1.5 In these Terms of Business, unless the context otherwise requires, the following words and expressions shall have the following meanings:

"Account" means an account set up by Sporting Edge on behalf of Subscribers upon receipt of Subscription Fees in order to enable the Subscriber and its Platform Authorised Users to have access to the Platform and the Services**;**

"Applicable Legislation" means any laws, regulations, regulatory policies, guidance or industry codes which apply to the provision of the Services in the Territory;

"Authorised Purpose" means i) the viewing, searching and using the Platform and/or Content during the Subscription Term; and ii) providing training courses using the Content or otherwise displaying the Content in PowerPoint presentations or on screen for Subscriber internal purposes (as applicable depending on the level of access purchased);

“Commencement Date” means the commencement date set out in Clause 2.4 of the Terms of Sale;

“Confidential Information”, in respect of any party, all written and verbal information which is not publicly known, all information relating to the business or operations of such party or any person, firm, company or organisation associated with such party including its actual, potential or targeted third parties, business methods, corporate plans, management systems, finances, new business opportunities, research and development projects, marketing or sales information, trade secrets, processes, inventions, designs, know-how, discoveries, technical specifications and other technical information that is not publicly known or any information that may reasonably be considered to be confidential because of its nature (including Content);

“Content” means the content made available to Platform Authorised Users via the Platform in accordance with these Terms of Business and the Order Form;

“Force Majeure Event” means any act, event, non-happening, omission or accident beyond a party’s reasonable control, including:

(a) strikes, lock-outs or other industrial action (other than strikes, lock-outs or other industrial action of any employees of the party claiming force majeure);

(b) civil commotion, riot, invasion, war (whether declared or not) or threat of or preparation for war;

(c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;

(d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;

(e) compliance with any law or governmental order, rule, regulation or direction; and

(f) breakdown of plant or machinery;

“**Initial Term**” means the initial term as specified in the Order Form and Order Confirmation;

“Intellectual Property Rights” means all inventions (whether patentable or not, and whether or not patent protection has been applied for or granted), improvements, developments, discoveries, copyright and related rights, patents, utility models, petty patents, confidential information, Know-How, trade secrets, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in computer software, logos, processes, registered designs, design rights and all other designs (whether registerable or not), mask work’ rights, semi-conductor topography rights, rights in databases, moral rights and all other rights or forms of protection (whether or not registerable and including applications for registration or rights to apply for and renewals or extensions of such rights) of a similar nature or having a broadly equivalent effect anywhere in the world;

“Know-How” means confidential, industrial and commercial information and techniques in any form (including paper, electronically stored data, magnetic media, film and microfilm) including drawings, formulae, test results, reports, project reports and testing procedures, shop practices, instruction and training manuals, tables of operating conditions, market forecasts, specifications, quotations, tables, lists and particulars of customers and suppliers, marketing methods and procedures;

“Order Confirmation” shall have the meaning given to it in Clause 2.4 and 2.5 of the Terms of Sale;

“Order Form” means the form completed by the Subscriber either online or over the phone in order to complete the subscription with Sporting Edge;

“Platform Terms of Service” means the terms and conditions set out in Part D of these Terms of Business and that the Subscriber will present to the Platform Authorised Users and request them to comply with before they access and use the Platform;

"Platform Terms of Use" means the terms and conditions set out in Part E of these Terms of Business and that the Subscriber will present to the Platform Authorised Users and request them to comply with before they access and use the Platform;

"Platform" means the online content platform found on Sporting Edge's internet domains (through the Mindset Toolkit) which includes the Content;

"Platform Authorised Users" means those individuals who have the authority to access and use the Platform (including the Content) pursuant to the subscription, being either (i) the Subscriber, where the Subscriber registers on behalf of themselves as a consumer or on behalf of themselves as a sole trader; or (ii) where the Subscriber subscribes on behalf of a legal entity (e.g. a company or a partnership), such legal entity's authorised employees, contractors and officers;

"Protected Functionality" means the fundamental functional and technical aspects of the Platform;

"Retail Prices Index" means the UK Retail Prices Index (RPI) published by the Office for National Statistics or any official index replacing it;

"Renewal Date" means the date upon which these Terms of Business shall automatically renew for successive periods equivalent to the Initial Term (or as otherwise agreed in writing). "Renewal Term" has the meaning given to it in Clause 2.7 of the Terms of Sale;

"Services" means the services provided via the Platform, including access to subscription-based content (such as the Mindset Toolkit) and one-time or time-limited programmes (such as the Winning Mindset Programme/s), as more particularly described in the relevant Order Confirmation or Corporate Services Agreement;

"Subscriber" means the person or legal entity who registers for an account to access and use the Services, including any individual participating in the Winning Mindset Programme/s, pursuant to these Terms of Business, whether on their own behalf as an individual, or on behalf of a corporate entity (including any company, partnership, or organisation), and who is responsible for payment of the Subscription Fees (where applicable) and compliance with these Terms of Business.

"Subscription Fees" means the subscription fees payable in respect of the Services as set out in the relevant Order Confirmation;

"Subscription Term" has the meaning given in Clause 2.7 of the Terms of Sale;

"Sporting Edge Materials" has the meaning given to it in Clause 8.1 of the Terms of Sale;

"Territory" means the territories specified in the Order Form.

1.6 References to Clauses are to clauses in these Terms of Business unless otherwise specified.

1.7 The headings in these Terms of Business are for convenience only and shall not affect their interpretation.

1.8 Any reference in these Terms of Business to any statute shall include references to any statutory modification of it or any re-enactment that supersedes it from time to time, and to any regulation or subordinate legislation made under it (or under such a modification or re-enactment).

1.9 Reference to the plural shall include the singular and vice versa, and reference to one gender includes reference to all genders. Any reference to a person shall be to all legal persons of whatever kind and shall include incorporated and unincorporated persons.

1.10 References to the words and phrases "other", "including", "include", "includes" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible and shall be deemed to be followed by the words "without limitation".

PART C: TERMS OF SALE

1 PURCHASE OF NON-SUBSCRIPTION PROGRAMMES

1.1 Where the Subscriber or an end user has purchased access to a specific programme delivered via the Platform, including but not limited to the Winning Mindset Programme/s ("Programme"), access will be granted for the duration specified in the relevant Order Confirmation or Corporate Services Agreement.

1.2 Such Programmes are not subject to automatic renewal and shall terminate automatically on expiry of the stated access period unless otherwise agreed in writing.

1.3 The provisions of these Terms of Business relating to use of the Platform, Content, Intellectual Property, Confidentiality, and Data Protection shall apply equally to all Programmes.

2 PURCHASE OF SUBSCRIPTIONS

Placing an order.

2.1 By placing an order, you confirm that you are at least 18 years of age or over.

2.2 When the Subscriber or person acting on behalf of Subscriber clicks "Buy" or the equivalent to place its subscription order online, or emails or telephone Sporting Edge with details of its order, the Subscriber is making an offer to take out a subscription which, if accepted by Sporting Edge, will result in a binding contract being formed between Subscriber and Sporting Edge on the terms set out in these Terms of Business. Where the Subscriber is a legal entity (e.g. a company or a partnership), the Subscriber confirms that the person signing up on its behalf is fully authorised to purchase the subscription and bind that legal entity to these Terms of Business.

2.3 Where the Subscriber places a subscription order online, and pays by credit/ debit card, such credit/debit card will be debited when Subscriber clicks the "Buy" button or equivalent. If Subscriber elects to pay by way of direct debit, it must provide the required details in order for the direct debit to be set up. If placing an order via email or telephone Subscriber must provide its credit/ debit card details, bank transfer or direct debit details when the order is placed.

2.4 Where the Subscriber places a subscription order online, Subscriber will see an online confirmation page. After a subscription order has been placed (online or via email or telephone) Subscriber will receive an email acknowledging that its order has been received successfully and is being processed ("**Order Confirmation**"). The contract with Sporting Edge is formed on the date of the Order Confirmation, and the subscription will commence on the date of the Order Confirmation or any later date specified in the Order Confirmation (**"Commencement Date"**).

2.5 Sporting Edge will provide access to the Content through its Platform using the email addresses the Subscriber provides on behalf of Platform Authorised Users at the time of registration or through distribution of unique subscription codes or login details which will be distributed to Subscribers following Order Confirmation. Sporting Edge will not be liable for any interruption to access if Subscribers fail to notify Sporting Edge of a change of email address. Sporting Edge will use reasonable endeavours to provide reliable access to the Content, but Sporting Edge does not undertake or warrant that access will be uninterrupted, and such access shall be subject to our Platform Terms of Use and Platform Terms of Service.

Fair-use Summary

2.6 The entirety of this terms of business document should be read before using the platform to understand acceptable use. In particular, users should:

(a) not copy, edit or record any part of the Content;

(b) not use the Content for any purpose that is not permitted within this terms of business document, for example, as part of a coaching service, unless written approval has been obtained by Sporting Edge;

(c) not transfer or share your account details or password with any other person.

Subscription Term

2.7 Each subscription shall commence on the Commencement Date and, unless cancelled within the Cooling-Off Period or otherwise terminated in accordance with these Terms of Business, shall continue for the Initial Term and shall automatically renew for successive 1 month periods or as otherwise agreed in writing between the parties ("**Renewal Term**") (together "**Subscription Term**").

2.8 A Subscriber may at any time during the Subscription Term terminate the subscription with effect from the expiry of the Initial Term or then current Renewal Term (as applicable) by providing prior written notice of its decision to terminate to Sporting Edge on or before 14th day of the month prior to the date on which the Renewal Term is due to commence. This means that the notice period Subscribers must give will differ depending on when such Subscriber signs up, with the maximum notice period being 31 days. If a Subscriber exercises its right to terminate its subscription in accordance with this Clause 2.7, the Subscriber will continue to have access to the Platform for the unexpired portion of the remaining Subscription Term and will not be eligible for a refund on the same.

By way of example:

(i) where the Subscriber has signed up for the monthly subscription commencing on 7th January (with each Renewal Term commencing on the 7th day of each month thereafter), if the Subscriber wishes to cancel its subscription with effect from 7th April, it must serve notice to terminate on or before 14th March;

(ii) where the Subscriber has signed up for the monthly subscription commencing on 15th January (with each Renewal Term commencing on the 15th day of each month thereafter), if the Subscriber wishes to cancel its subscription with effect from 15th April, it must serve notice to terminate on or before 14th April; or

(iii) where the Subscriber has signed up for the monthly subscription commencing on 13th January (with each Renewal Term commencing on the 13th day of each month thereafter), if the Subscriber wishes to cancel its subscription with effect from 13th April, it must serve notice to terminate on or before 14th March.

2.9 Sporting Edge will issue refunds only in accordance with cancellations made during the Cooling-Off Period (see Clause 3 of these Terms of Sale) or pursuant to Clause 22.18 or 2.21 of these Terms of Sale. Unless agreed otherwise by Sporting Edge in writing, and subject to Clauses 2.10 and 2.17 of these Terms of Sale, if a Subscriber cancels its subscription outside of the Cooling-Off Period, Subscriber will be obliged to pay the relevant Subscription Fee for the unexpired portion of the relevant Initial Term or Renewal Term and for any notice period that applies to their cancellation (see Clause 3 of these Terms of Sale for details of notice periods that apply).

2.10 If Subscriber cancels a subscription as a result of a material change made to the Terms of Business pursuant to Clause 1.3 of the Introduction that is detrimental to the Subscriber, the Subscriber shall not be required to pay the relevant Subscription Fee for the unexpired portion of the relevant Initial Term or Renewal Term.

2.11 Sporting Edge may terminate a Subscriber's subscription immediately without a refund if the Subscriber or any of the Subscriber's Platform Authorised Users breach any of the terms in these Terms of Sale.

Right to Refuse Orders

2.12 Sporting Edge reserves the right not to fulfil and to cancel orders if it is unable to obtain payment authorisation from the issuer of Subscriber's payment card or account, or in the event of obvious inaccuracies or mistakes in the prices that have been advertised to Subscriber.

Multi-User Subscriptions

2.13 In order to fulfil Subscriber's order for each user within a multi-user subscription, the Subscriber must provide Sporting Edge with the requested details of each user, for example his/her name, telephone

number and email address. If Subscriber is a legal entity (e.g. a company or a partnership), Subscriber agrees that the relevant legal entity has the lawful right to transfer personal data relating to the users to Sporting Edge.

2.14 During the Subscription Term the Subscriber may add additional Platform Authorised Users to a multi-user subscription for an additional charge or may be able to replace a Platform Authorised User with another from the same organisation on written request. New and/or replacement Platform Authorised Users will have access to the Content to which they have subscribed for the remainder of the Subscription Term.

Marketing

2.15 If a Subscriber is a legal entity, Subscriber acknowledges and accepts that Sporting Edge has the right to request use of that business's name for marketing and public relations purposes. Any publication of that business's name will not be disparaging or otherwise adverse to the business.

Delivery of Content

2.16 In the case of a multi-user corporate subscription, it is the responsibility of the Subscriber to notify Sporting Edge of any changes to contact details or subscribers across the entire account.

2.17 Sporting Edge reserves the right to change the frequency or the format of the Content. Sporting Edge will endeavour to provide the Platform Authorised User with 90 days' advance notice of such changes where such change is likely (in Sporting Edge's reasonable opinion) to materially adversely affect the Platform Authorised User's use and/or benefit of the Services. On notification of such a change Platform Authorised User will have the right to terminate its subscription with immediate effect by emailing Sporting Edge, prior to the effective date of the change, at the email contact details provided on the Sporting Edge Subscribers Website and shall not be required to pay the relevant Subscription Fee for the unexpired portion of the relevant Initial Term or Renewal Term.

2.18 Sporting Edge also reserves the right to cease providing Platform and/or Content at any time, in which case Sporting Edge may cancel a Subscriber's subscription early and issue such Subscriber with a refund in respect of any amounts paid by Subscriber in respect of the unexpired portion of the relevant Subscription Term.

Subscription Fees

2.19 In consideration for the provision of the Services, the Subscriber shall pay to Sporting Edge the relevant Subscription Fees in accordance with the payment terms set out in the relevant Order Confirmation.

2.20 All amounts and fees stated or referred to in the relevant Order Form are inclusive of value added tax.

2.21 Sporting Edge shall be entitled to increase the Subscription Fee with effect from each Renewal Date on at least 60 days' prior written notice of any such price increase and Subscribers will have the right to terminate their Subscription with immediate effect by emailing Sporting Edge, prior to the effective date of the price increase, using the contact details provided on the Sporting Edge Subscribers website, and supplying the information set out in Clause 3.3 of these Terms of Sale. In such circumstances, the Subscriber shall not be required to pay the relevant Subscription Fee for the unexpired portion of the relevant Initial Term or Renewal Term. The Platform Authorised User's continued use of the Content shall constitute Subscriber's acceptance of the increased Subscription Fee.

3 RENEWAL AND CANCELLATION OF SUBSCRIPTIONS

Renewal and cancellation

3.1 Sporting Edge will remind Subscribers who have agreed to Initial Terms and/or Renewal Terms that are 2 months in length or more that their subscription is due to be renewed not less than 60 days prior to the relevant Renewal Date.

Cooling-Off Period

3.2 Sporting Edge wants Subscribers to be sure that they have made the right decision to subscribe. Subject to Clause 3.5 of these Terms of Sale, Subscribers may change their mind and cancel a subscription early for any reason within the 14-day period commencing on the Commencement Date ("**Cooling-Off Period**").

3.3 If a Subscriber wants to exercise their early cancellation right, they must email Sporting Edge before the end of the Cooling-Off Period using the contact details provided on the Sporting Edge Mindset Toolkit, supplying their name, full postal address, post code and unique subscription number. A failure to provide the relevant information may result in the Subscriber's subscription not being cancelled.

3.4 If a Subscriber cancels its subscription during the Cooling-Off Period, Sporting Edge will refund the payments that the Subscriber has made, less a pro-rated deduction for the period of use in which their subscription was available to them up until the date of cancellation.

3.5 The Cooling-Off Period will end when Platform Authorised Users start streaming the Content. If Sporting Edge delivers the Content to Platform Authorised Users immediately, and the Subscriber agreed to this when they placed their order, the Subscriber will not have the right to change their mind.

4 SERVICES AND LICENCE GRANT

4.1 Sporting Edge shall perform the Services using reasonable skill and care and in compliance with Applicable Legislation.

4.2 In relation to the Platform (including the Content):

(a) Sporting Edge hereby grants to the Subscriber on and subject to these Terms of Sale the right during the Subscription Term for Platform Authorised Users to access the Platform (including the Content) in accordance with the Platform Terms of Use and Platform Terms of Service, and use the Content solely for the Authorised Purposes; and

(b) the Subscriber shall procure that the Platform Authorised Users comply with the Platform Terms of Use and Platform Terms of Service and the Subscriber shall be liable for the acts and omissions of the Platform Authorised Users as though they were the acts or omissions of the Subscriber.

4.3 Nothing in these Terms of Business shall prevent Sporting Edge from entering into similar agreements with third parties, or from independently developing, using, selling or licensing materials, products or services which are similar to those provided under these Terms of Business.

5 SUBSCRIBER'S OBLIGATIONS

5.1 The Subscriber shall:

(a) provide such co-operation and assistance as Sporting Edge may reasonably require in connection with the provision of the Services from time to time; and

(b) prevent any unauthorised access to, or use of, the Platform (including the Content) and notify Sporting Edge promptly of any such unauthorised access or use.

5.2 The Subscriber shall and shall procure that the Platform Authorised Users shall:

(a) not copy or record any part of the Content whether on computer, phone, tablet or conference screen without Sporting Edge's prior written consent. To the extent that Sporting Edge does provide its written consent for Content to be copied, the Subscriber shall, and shall procure that the relevant Platform Authorised Users shall, reproduce and include the copyright notice of Sporting Edge as it appears in or on the Content on all copies;

(b) not translate, modify, add subtitles, lease, rent, loan, redistribute, sub-lease, sub-licence, or create derivative works from the Content;

(c) not display the Content on any public facing site (including on a bulletin board, ftp site, intranet, worldwide web site, chat room, YouTube) without Sporting Edge's prior written approval;

(d) use the Content only within the Territory;

(e) not use the Content, or permit the Content to be used or transferred, outside the Territory where such use or transfer outside the Territory would be unlawful under the laws applicable to the relevant jurisdiction outside the Territory and the Subscriber shall be solely responsible for satisfying itself that such use or transfer outside the Territory is lawful in the relevant jurisdiction;

(f) not use the Content for immoral, illegal purposes or for any purpose which could reasonably be determined threatening, abusive or harmful;

(g) not wilfully corrupt or attempt to interfere with the operation of the Platform, including but not limited to exposing the Platform to any viruses, worms or any other computer code, files or programs which might interrupt, limit or interfere with the functionality of any computer software or hardware or telecommunications equipment used by Sporting Edge to provide the Platform;

(h) not store on, or distribute or transmit any material through the Platform that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; or promotes unlawful violence, discrimination based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activities;

(i) not remove from the Content any copyright notice, watermark or other identifying or security technology, metadata or other information associated with that Content;

(j) promptly upon the suspension, expiry or termination of a Platform Authorised User's right to use the Platform, or on receipt of a notice from Sporting Edge instructing a Platform Authorised User to do so, take all reasonable steps to delete any copies of the Content in such Platform Authorised User's possession or control;

(k) not use the Content for any purpose not expressly permitted in these Terms of Sale or any purpose other than an Authorised Purpose;

(l) not provide or otherwise make available the Content to any person not approved in advance in writing by Sporting Edge;

(m) not attempt to obtain or assist third parties in obtaining unauthorised access to the Platform (including the Content). This includes not sharing a Platform Authorised User's Platform user name and password with any other party;

(n) during the Subscription Term and for twelve (12) months after the Subscription Term, create or assist any third party to create, whether directly or indirectly, a product or service which competes with the Platform (including the Content) or any software program containing similar functionality to the Protected Functionality;

(o) not use the Platform (including Content) to provide services to third parties other than where such use is expressly approved in writing by Sporting Edge;

(p) not demonstrate the operation of the Platform to any third party who is a competitor of Sporting Edge, and/or

(q) not attempt to transfer, temporarily or permanently, any of its rights under the Platform Terms of Use and these Terms of Sale.

5.3 On the occurrence of a breach of Clause 5.2, Sporting Edge may suspend the Subscriber's and the Subscriber's personnel's right to access the Platform and any and all Content.

5.4 The Subscriber shall promptly upon the suspension, expiry or termination of the Subscriber's right to use the Platform and/or Content, or on receipt of a notice instructing the Subscriber to do so, delete any copies of the Content in the possession or control of the Subscriber and any of its personnel.

5.5 The Subscriber shall:

(a) supervise and control use of the Content in accordance with these Terms of Sale and notify Sporting Edge immediately should the use of the Content exceed the terms of these Terms of Sale; and

(b) notify Platform Authorised Users of the restrictions set out in these Terms of Sale or otherwise communicated to the Subscriber, in respect of use of the Content and ensure such Platform Authorised Users' compliance with the same.

5.6 In relation to Platform Authorised Users, the Subscriber:

(a) acknowledges that access to the Platform granted under a subscription shall be limited to the number of individual Platform Authorised Users for that particular subscription and shall be subject to such Platform Authorised Users' compliance with the Platform Terms of Use;

(b) shall produce, maintain, update (in case of a change in the Platform Authorised Users), and provide on request to Sporting Edge, a list of Platform Authorised Users and use reasonable efforts to notify Sporting Edge of any unauthorised use of the Platform (including Content) as soon as the Subscriber becomes aware of such unauthorized use;

(c) shall use its reasonable endeavours to procure that each Platform Authorised User uses his own secure password for his use of the Platform, and that each Platform Authorised User keeps his password confidential and secure against unauthorised use;

(d) acknowledges that Sporting Edge may carry out audits regarding use of the Platform to monitor compliance by the Subscriber of its obligations under these Terms of Sale and such audits shall be exercised in a manner so as not to interfere substantially with the Subscriber's normal conduct of business; and

(e) acknowledges that if any audit reveals any deviation from the obligation under (a) above, then Sporting Edge may increase the Charges for the ongoing Subscription Term in accordance with the actual number of accesses found during the audit.

5.7 Sporting Edge's ability to perform its obligations under these Terms of Business may be dependent on the Subscriber fulfilling its obligations under these Terms of Business. To the extent that the Subscriber does not fulfil its obligations, then (without prejudice to Sporting Edge's rights and remedies) Sporting Edge will be relieved of its obligations under these Terms of Business to the extent that it is prevented from performing the Services in accordance with these Terms of Business and Sporting Edge may adjust any agreed timeframe as reasonably necessary. Sporting Edge shall not be liable for any costs, charges or losses sustained by the Subscriber arising directly from any failure of the Subscriber to fulfil its obligations.

6 TERMINATION

6.1 Either party may terminate a subscription immediately upon written notice to the other party:

(a) in the event of any material breach of these Terms of Business by the other party which breach is (i) not remediable or (ii) if remediable, is not remedied within twenty–eight (28) days after the service by the party not in default of a written notice on the other party, specifying the nature of the breach and requiring that the same be remedied;

(b) if the other party shall cease carrying on business in the normal course, or shall call a meeting of its creditors or make a proposal for a voluntary arrangement within Part I of the Insolvency Act 1986 or for any other composition or scheme of arrangement with (or assignment for the benefit of) its creditors, or shall be unable to pay its debts within the meaning of section 123

of the Insolvency Act 1986, or if a trustee, receiver, administrative receiver or other similar officer is appointed in respect of all or any part of its business or assets, or if a petition is presented or a meeting is convened for the purpose of considering a resolution for its winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or it is the subject of an administration order.

6.2 Termination or expiry of these subscription shall:

(a) be without prejudice to any other rights or remedies that either party may have under these Terms of Business or at law;

(b) not affect the rights or liabilities of any party which have already accrued at the date of termination or expiration; and

(c) not affect the continuance in force of any provision of these Terms of Business to the extent it is expressed or clearly intended to continue in force after termination or expiration.

6.3 On termination or expiry of a subscription:

(a) unless otherwise stated in these Terms of Business, no refunds shall be payable to the Subscriber and the Subscriber shall be required to pay Sporting Edge the total Subscription Fees for the unexpired portion of the Subscription Term within 30 days of effective termination;

(b) all of the Subscriber's and the Platform Authorised User's access rights to the Platform (including the Content) shall immediately terminate;

(c) each party shall return and make no further use of any equipment, property, materials and other items (and all copies of them) belonging to the other party. In particular the Subscriber shall immediately after the date of termination or expiry delete all stored versions of the Content (as authorised by these Terms of Sale) and associated material and all upgrades or copies of such Content; and

(d) the Subscriber shall and shall procure that its Platform Authorised Users cease use of the Sporting Edge Material with immediate effect.

7 CONFIDENTIALITY

7.1 Subject to Clause 7.2, both during the Subscription Term and after its termination or expiry, the parties shall treat as confidential and shall not use, disclose or comment upon to any person, firm or company, any Confidential Information belonging or relating to the other party.

7.2 The obligations of confidentiality set out in this Clause 7.2 shall not apply to any information that:

(a) is now or later comes into the public domain other than through breach of these Terms of Sale or other fault of the recipient;

(b) was, is or becomes available to the recipient on a lawful and non-confidential basis prior to the time of disclosure;

(c) is required to be disclosed by the recipient by law or any regulatory rule to which such party is subject, but only to the extent required by such law or regulatory rule; or

(d) was approved by the disclosing party in writing in advance to be disclosed by the recipient contrary to the provisions of Clause 7.2.

Notwithstanding this Clause 7.2, neither party shall use Confidential Information to derive or obtain a benefit for themselves or any third party.

7.3 This Clause 7 shall survive expiry or termination (for whatever reason) of these Terms of Business.

8 INTELLECTUAL PROPERTY RIGHTS

8.1 The Subscriber acknowledges and agrees that Sporting Edge and/or its licensors own all Intellectual Property Rights in:

(a) the Platform;

(b) the Content;

(c) the product of the Services; and

(d) any other data or materials provided to the Subscriber by or on behalf of Sporting Edge,

(together, the "**Sporting Edge Materials**").

8.2 Except as expressly stated herein, these Terms of Business do not grant the Subscriber any rights to, or in, the Sporting Edge Materials and all such rights are specifically reserved to Sporting Edge and/or its licensors.

8.3 The Subscriber acknowledges and agrees that it will not, whether during the Subscription Term or at any time after termination of these Terms of Business in any way question or dispute the legal and beneficial ownership, or validity, of the Intellectual Property Rights in the Sporting Edge Materials (or any part thereof).

8.4 In the event that new inventions, designs, processes or Intellectual Property Rights are created by Sporting Edge during its provision of the Services, the Subscriber acknowledges and agrees that the same shall be the sole property of Sporting Edge absolutely and the Subscriber shall execute such documents and do such acts as Sporting Edge reasonably requires, at Sporting Edge's sole expense, to vest such rights in Sporting Edge.

9 INDEMNITY

9.1 Subject to Clause 9.3, the Subscriber shall indemnify Sporting Edge against third party claims, actions or proceedings, and direct losses, damages, expenses and costs (including court costs and reasonable legal fees) suffered or incurred by Sporting Edge arising out of or in connection with:

(a) any unauthorised or unlawful use of the Platform (including the Content), including as a direct consequence of any infringement by the Subscriber and/or the Platform Authorised Users of any Intellectual Property Rights as defined in Clause 1.5 of Part B of these Terms of Business;

(b) any third-party claims that the Subscriber Materials infringes any third-party Intellectual Property Rights; and

(c) the Subscriber's breach of Clauses 5 and 7.

9.2 Subject to Clauses 9.3 and 9.5, Sporting Edge shall indemnify the Subscriber against claims, actions, proceedings, losses, damages, expenses and costs (including court costs and reasonable legal fees) arising out of or in connection with:

(a) any third party claim that the Platform (including any Content) infringes any third-party Intellectual Property Rights; and

(b) Sporting Edge's breach of Clause 7.

9.3 The party providing indemnification will only do so to the extent that: (i) the indemnified party provides prompt written notice of any claims or actions for which it claims indemnification; (ii) the indemnified party provides the party providing indemnification with reasonable assistance and cooperation in the defence of such claim or action at the indemnifying party's sole cost and expense and (iii) the party providing indemnification will have sole control over the defence and settlement of any such claim or action in accordance with the terms of this Clause 9 except where the claim or action relates to the Platform and/or Content in which case Sporting Edge shall have sole control over the defence and settlement of such claim or action.

9.4 In the defence or settlement of an indemnity claim, Sporting Edge may at its own discretion:

(a) obtain for the Subscriber, the Platform Authorised Users the right to continue using the Platform and/or Content (as applicable);

(b) replace or modify the infringing element of the Platform and/or Content (as applicable) so that it becomes non-infringing; or

(c) provide a replacement non-infringing Platform and/or Content (as applicable).

9.5 Subject to Clause 10.1, Sporting Edge shall have no liability under these Terms of Sale arising from or in connection with:

(a) a modification made to the Platform or Content by anyone other than Sporting Edge, unless such modification is approved by Sporting Edge;

(b) the incorporation of any Subscriber Materials; or

(c) the Subscriber or the Platform Authorised Users using the Platform and/or Content (as applicable) in a manner contrary to provisions set out in the terms of these Terms of Sale, the Platform Terms of Use, and/or any other reasonable written instructions given to the Subscriber by Sporting Edge.

10 LIMITATION OF LIABILITY

10.1 Subject to Clause 10.2, Sporting Edge's maximum aggregate liability under or in connection with these Terms of Sale (including any indemnity contained in these Terms of Sale), whether in contract, tort (including negligence) or otherwise, shall in no circumstances exceed an amount equal to 100% of the Charges paid or payable by the Subscriber during the Subscription Term.

10.2 Nothing in these Terms of Sale shall exclude or in any way limit either party's liability for fraud, gross negligence (being a reckless or serious disregard of or indifference to the consequences of any act or failure to act), death or personal injury caused by its negligence or any other liability to the extent the same may not be excluded or limited as a matter of law.

10.3 Subject to Clause 10.1, in no event will either party be liable under or in connection with these Terms of Sale for loss of actual or anticipated income or profits, loss of goodwill or reputation, loss of anticipated savings, loss of data or for any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise, whether or not such loss or damage is foreseeable, foreseen or known.

10.4 The express terms of these Terms of Sale are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, including any condition of satisfactory quality or fitness for a particular purpose whether or not any purpose has been notified to the parties, all of which are hereby excluded to the fullest extent permitted by law.

10.5 This Clause 10 shall survive expiry or termination (for whatever reason) of these Terms of Sale.

11 FORCE MAJEURE

11.1 Neither party shall be liable for any delay in performing or failure to perform its obligations hereunder to the extent that and for so long as the delay or failure results from any Force Majeure Event.

11.2 The party whose performance is affected by a Force Majeure Event shall, promptly on becoming aware of the Force Majeure Event, provide a written notice to the other party, giving details of the Force Majeure Event, its likely duration and the manner and extent to which its obligations are likely to be prevented or delayed.

11.3 If any Force Majeure Event occurs, the date(s) for performance of the affected obligation(s) shall be postponed for so long as is made necessary by the Force Majeure Event, provided that if any Force

Majeure Event continues for a period of or exceeding two (2) months, the non-affected party shall have the right to terminate these Terms of Sale forthwith on written notice to the affected party. Each party shall use its reasonable endeavours to minimise the effects of any Force Majeure Event.

12 DATA PROTECTION

12.1 The parties acknowledge and agree that Sporting Edge may collect and use personal data as defined under applicable data protection legislation that is supplied to it in connection with any subscription in accordance with applicable data protection legislation and Sporting Edge's Privacy Notice. Where Sporting Edge collects and uses such personal data, the parties agree that Sporting Edge shall do so as a controller. By placing an order, the Subscriber acknowledges that the Subscriber has read and understood Sporting Edge's Privacy Notice. Such Privacy Notice should be read in conjunction with these Terms of Business.

13 WAIVER

13.1 No failure or delay by a party to exercise any right or remedy provided under these Terms of Sale or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

13.2 All remedies provided for in these Terms of Sale are cumulative and in addition to and not in lieu of any other remedies available to either party in equity.

14 ASSIGNMENT AND SUB-CONTRACTING

14.1 Neither party may assign its rights or obligations hereunder unless the other party gives its written consent, such consent not to be unreasonably withheld or delayed.

14.2 Sporting Edge shall be entitled to assign or sub-contract its rights and obligations under these Terms of Sale provided that, in the case of sub-contracting, it shall be responsible for the acts, omissions or defaults of the sub-contractor as if they were the acts, omissions or defaults of Sporting Edge.

15 SEVERABILITY

15.1 If all or any part of any provision of these Terms of Sale shall be or become illegal, invalid or unenforceable in any respect, then the remainder of that provision and/or all other provisions of these Terms of Sale shall remain valid and enforceable and the remaining liabilities of the parties under these Terms of Sale shall not be affected or impaired.

16 NOTICES

16.1 Any notice or other communication to be given under these Terms of Sale shall be in writing and shall be deemed to have been duly served on, given to or made if it is delivered by hand or sent by recorded delivery or post at the address stated in these Terms of Sale or such other address as may be notified for this purpose from time to time.

16.2 Notices sent as above shall be deemed to have been received when delivered if delivered by hand, two (2) days after the date of posting (in the case of inland first class mail) or seven (7) days after the day of posting (in the case of air mail).

17 ENTIRE AGREEMENT

17.1 Except where a Corporate Services Agreement is in place, these Terms of Sale supersede all prior agreements, arrangements and understandings between the parties and constitutes the entire agreement between the parties relating to the subject matter hereof.

17.2 The Subscriber hereby warrants to Sporting Edge that it has not been induced to enter into these Terms of Sale by any prior representations whether oral or in writing, except as specifically contained in these Terms of Sale. The Subscriber shall not have any remedy in respect of any untrue statement made by Sporting Edge on which the Subscriber relied in entering into these Terms of Sale (unless such untrue statement was made fraudulently) and the Subscriber's only remedies shall be for breach of contract as provided for in these Terms of Sale.

18 NO THIRD-PARTY RIGHTS

The Parties confirm that they do not intend to confer any rights on third parties by virtue of these Terms of Sale and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply.

19 AUTHORITY

The relationship of the parties is that of independent contractors dealing at arm's length. Except as otherwise stated in these Terms of Sale, nothing in these Terms of Sale shall constitute the parties as partners, joint venturers or co-owners, or constitute either party as the agent, employee or representative of the other, or empower either party to act for, bind or otherwise create or assume any obligation on behalf of the other, and neither party shall hold itself out as having authority to do the same.

20 DISPUTE RESOLUTION

20.1 Any dispute arising out of or in connection with these Terms of Sale shall be determined in accordance with the procedure set out in Clauses 20.2 to 20.4 below.

20.2 Within fourteen (14) days of a written request from one party to the other, the parties shall attempt in good faith to negotiate the settlement of any claim or dispute arising between them out of or in connection with these Terms of Sale.

20.3 If the parties fail to resolve such claim or dispute within the limit in Clause 20.2, senior executives of the parties with authority to settle the dispute will, within fourteen (14) days of a further written request from one party to the other, meet in a good faith effort to resolve the dispute.

20.4 If the dispute is not resolved at that meeting, the parties may but are not obliged to attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing (the “ADR Notice”) to the other party to the dispute requesting a mediation. A copy of the request should be sent to CEDR. The mediation will not start later than twenty one (21) days after the date of the ADR Notice.

20.5 Each party shall be responsible for its own costs and fees associated with the mediation.

Where the parties elect to go to mediation and the dispute has not been resolved within seven (7) days of the start of the mediation, or if either party withdraws from the mediation or if the mediation does not resolve the dispute, any party may proceed with litigation.

20.6 Nothing in this Clause shall prevent either party pursuing a debt claim and/or seeking a preliminary injunction or other judicial relief at any time if in its judgement such action is necessary to protect its commercial interests.

20.7 If the dispute is not resolved through mediation, the provisions of Clause 21.2 shall apply.

21 GOVERNING LAW AND JURISDICTION

21.1 These Terms of Sale, and any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with English law.

21.2 In the event that a party resorts to litigation, the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in

connection with these Terms of Sale or its subject matter or formation (including non-contractual disputes or claims).

PART D: TERMS OF SERVICE

1 ACCESS TO THE SERVICES

1.1 You may not reproduce, duplicate, copy, sell, resell or exploit any portion of the Service without express written permission by us.

1.2 You may not change, modify, adapt or alter our Service or change, modify or alter another website so as to inaccurately imply an association with the Service or with Sporting Edge.

1.3 You may not use our Service: (a) for any illegal, unlawful or unauthorised purpose; (b) to solicit others to perform or participate in any illegal, unlawful or unauthorised acts; (c) to violate any international, federal, provincial or state regulations, rules, laws or local ordinances; (d) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (e) to submit false or misleading information; (f) 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, or the Internet; (g) to collect or track the personal information of others; (h) to spam, phish, pharm, pretext, spider, crawl or scrape; (i) for any obscene or immoral purpose; or (j) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet.

1.4 You agree to comply with all laws, rules and regulations applicable to your use of the Service.

1.5 You must not interfere with, or disrupt, the website or any servers or networks connected to the Service, including by transmitting any worms, viruses, malware, spyware or any other code of a destructive, malicious or disruptive nature. You may not inject content or code or otherwise alter or interfere with the way any age of the website or Service is rendered or displayed in a user's browser or device.

1.6 You must not access the Service or any Content via a means not authorised in writing in advance by us, including but not limited to, automated devices, scripts, bots, spiders, crawlers or scrapers (except for standard search engine technologies).

1.7 You must not attempt to restrict another user of the Service from using or enjoying the Service and you must not encourage or facilitate the breach of these Terms of Service by others.

1.8 You are not permitted to use, or cause other to use, any automated system or software to extract content or data from our Service except in cases where you or any applicable third-party has entered into a written agreement with us that expressly permits such activity.

2 AVAILABILITY OF OUR SERVICE

2.1 Access to our Service is permitted on a temporary basis. We update the Service regularly so may change the Content available through the Service at any time.

2.2 We reserve the right to amend or withdraw the Service at any time and with immediate effect pursuant to Clause 1.3 of the Introduction of these Terms of Business.

2.3 You are responsible for making all arrangements necessary to access our Service. You are also responsible for ensuring that all persons accessing our Service through your internet connection are aware of these Terms of Service.

2.4 Please note that use of the Service is subject to your computer and/or device complying with our minimum standard technical specifications and compatibility requirements. You are advised to check this specification to ensure that your computer and/or portable device is compatible with our products and services and we shall not be liable for any failure arising in the Service which arises from

incompatibility (including, without limitation, minimum storage and memory requirements from time to time).

2.5 Although we will make reasonable endeavours to provide the service, you acknowledge our Service is provided on an “as is” basis and we cannot guarantee that our Service will:

(a) be compatible with all or any hardware or software which you may use;

(b) be available all the time or at any specific time;

(c) be accurate and up to date; or

(d) be error-free or free of viruses, electronic bugs, Trojan horses or other harmful components and you must take your own precautions accordingly.

2.6 You also acknowledge that:

(a) we may be required to remove certain Content from the Service from time to time;

(b) we cannot guarantee the speed or security of our Service; and

(c) we will not be responsible for any damage or loss you may suffer directly or indirectly as a result of any virus attack that can be traced to our Service to the fullest extent permissible by law.

2.7 We will also have no liability to you for any failure to maintain the Service to the fullest extent permitted by law.

3 ACCURACY, COMPLETENESS AND TIMELINESS OF CONTENT

3.1 While we take steps to ensure that the Content does not contain any inaccuracies, we cannot guarantee that the Content is accurate, complete or current. For example, our Service may make available certain historical information which will not be current.

3.2 Any Content 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 Content is at your own risk and we therefore disclaim all liability and responsibility arising from any reliance placed on such information to the fullest extent permissible by law.

3.3 Occasionally there may be information made available through the Service that contains typographical errors, inaccuracies or omissions relating event descriptions, pricing, promotions, offers, and course availability. We reserve the right to correct such errors, inaccuracies or omissions, and to change or update information or cancel orders if we discover that information made available through the Service is inaccurate.

4 MODIFICATIONS TO THE SERVICE

4.1 We reserve the right to modify our Service at any time, but we have no obligation to update our Service. You agree that it is your responsibility to monitor changes to our Service.

4.2 In particular, we may in the future offer new services and/or features through our Service including the release of new tools and resources. Such new features and/or services shall also be subject to these Terms of Service.

5 OPTIONAL TOOLS

5.1 Through our Service, 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.

5.2 Any use by you of optional tools offered through our Service is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

6 LINKING TO OUR WEBSITE

6.1 You may link to any page of our website, for non-commercial purposes provided that you do so in a way that is fair and legal and which does not damage our reputation or take advantage of it. For the avoidance of doubt, the linking site must not contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable.

6.2 You must not link to our website in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

6.3 You must not remove, obscure or modify in any way any advertisements, copyright notice, or other information on our website. Our website must not be framed on any other site.

6.4 If you would like to link to our website for commercial purposes or any purpose not included above, please contact us using the details at the end of these Terms of Service before completing that link.

6.5 We reserve the right to withdraw linking permission at any time and without notice.

7 THIRD-PARTY WEBSITE AND SERVICES

7.1 Certain content, products and services available via our Service may include links to third-party websites/materials that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy of any third-party websites/materials or third-party links and give no warranties in respect of, and to the fullest extent permitted by law, take no responsibility for, such third-party websites/materials or third-party links or for any other materials, products, or services of third-parties.

7.2 We are not liable for any harm, damage or loss you may suffer in connection with the purchase or use of goods, services, resources, content, or any other transactions from other 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.

8 USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

8.1 If, at our request, you send certain specific submissions (for example contest entries) 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 to: (a) maintain any Comments in confidence; (b) to pay compensation to you or any third-party for any Comments; or (c) to respond to any Comments.

8.2 We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violate any party's intellectual property or these Terms of Service.

8.3 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 libellous 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.

8.4 To the fullest extent permitted by law, we take no responsibility and assume no liability for any Comments posted by you or any third-party.

9 INTELLECTUAL PROPERTY RIGHTS

9.1 Our Service and Content are protected by certain Intellectual Property Rights.

9.2 These Intellectual Property Rights either belong directly to Sporting Edge or are licensed to us from their respective owners or licensors.

9.3 You may only view, print out, use, quote from and cite the Service and the Content for your own personal, non-commercial use and on the condition that you give appropriate acknowledgment to us where appropriate.

9.4 We expressly reserve all Intellectual Property Rights in and to our Service and Content and your use of our Service and Content is subject to the following restrictions. You must not:

(a) remove any copyright or other proprietary notices contained in the Content;

(b) use the Service and/or Content in any manner that may infringe any of our Intellectual Property Rights or the Intellectual Property Rights of a third-party; and

(c) reproduce, modify, edit, mix or remix, apply any voiceover or commentary, display, perform, publish, distribute, disseminate, broadcast, frame, communicate to the public or circulate to any third-party or exploit our Service and/or Content in any way for any commercial purpose, without our prior written consent.

9.5 Any use of our Platform or the Content in a manner not expressly permitted by the Terms of Use may constitute an infringement of our Intellectual Property Rights and/or the Intellectual Property Rights of our licensors. We and our licensors reserve the right to exercise all rights and remedies available in respect of any infringement of Intellectual Property Rights in our Platform or the Content accessible on it.

10 TRADE MARKS

10.1 “Sporting Edge” is registered as UK Trade Mark with numbers, UK00003014737 and UK00004016670

10.2 “Inside the Mind of Champions” is a registered UK Trade Mark with number - UK00003045248

10.3 “Sporting Edge - Performance Club” is a registered UK Trade Mark with number - UK00003168071

10.4 “Sporting Edge – Mindset Toolkit” is a registered UK Trade Mark with number – UK00003934573

10.5 We reserve all Intellectual Property Rights in the name “Sporting Edge”, “www.sportingedge.com” domain name and all related domains and sub-domains, our logo and our service marks, brand names, trading names and/or trademarks appearing on our Platform. Other trademarks, products and company names mentioned via our Service may be the trademarks of their respective owners or licensors and the Intellectual Property Rights in such marks are reserved to their respective owners or licensors.

10.6 Nothing in the Terms of Service should be construed as granting any licence or right to use any such trademarks or our domain name.

PART E: PLATFORM TERMS OF USE

1 ACCESS AND PREVAILING CONTRACT

1.1 Your use of the Platform will be governed by these Platform Terms of Use.

1.2 You may access and view the Platform at any time during the period of your subscription as defined in your or your organisation’s agreement with Sporting Edge for use of the Platform.

1.3 Subject to the Platform Terms of Use, during the access period we grant you a non-exclusive, non-transferable, limited right to access and view the Platform for your own non-commercial and educational purposes. For the avoidance of doubt, such right to view the Platformdoes not grant you the right to copy, edit, distribute, prepare derivative works, publicly display, or make other use of the Platform and/or Content held within the Platform.

2 REGISTRATION

2.1 You shall keep confidential and not disclose to any other person the password used by you to access and use the Platform and Content and you shall take all reasonable steps to prevent others from using your username and password.

2.2 Your right to use the Platform may not be transferred by you to another individual. Any decision to transfer access and use rights to other individuals shall be made in accordance with the Terms of Sale.

2.3 Accordingly, you shall not permit without Sporting Edge's prior written authorisation any other person to access or use the Platform.

2.4 You shall immediately notify Sporting Edge by email to support@sportingedge.com if you become aware of, or suspect, that your password has become known to any other person or if you become aware of or suspect any unauthorised access to or use of the Services.

3 YOUR USE OF THE SERVICES

3.1 You shall use the Content only in accordance with these Platform Terms of Use. Once the subscription ot non-subscription programme expires or is otherwise terminated your right to access and use the Platform will cease.

3.2 You shall:

(a) not copy or record any part of the Content whether on computer, phone, tablet or conference screen without Sporting Edge's prior written consent. To the extent that Sporting Edge does provide its written consent for Content to be copied, you shall reproduce and include the copyright notice of Sporting Edge as it appears in or on the Content on all copies; provide or otherwise make available the Content to any person who is not authorised to access the Content except that you may provide training courses using the Content or otherwise display the Content in presentations provided that such Content is used in a manner agreed between us and you and that any third party to whom the Content is made available is made aware of and accepts these Terms of Use;

(b) not translate, modify, add subtitles, lease, rent, loan, redistribute, sub-lease, sub-licence, or create derivative works from the Content;

(c) not display the Content on any public facing site (including on a bulletin board, ftp site, intranet, worldwide web site, chat room, YouTube) without Sporting Edge's prior written approval;

(d) use the content only within the Territory.

(e) not use the Content, or permit the Content to be used or transferred, outside the Territory where such use or transfer outside the Territory would be unlawful under the laws applicable to the relevant jurisdiction outside the Territory and you shall be solely responsible for satisfying yourself that such use or transfer outside the Territory is lawful in the relevant jurisdiction;

(f) not use the Content for immoral, illegal purposes or for any purpose which could reasonably be determined threatening, abusive or harmful;

(g) not wilfully corrupt or attempt to interfere with the operation of the Platform, including but not limited to exposing the Platform to any viruses, worms or any other computer code, files or programs which might interrupt, limit or interfere with the functionality of any computer software or hardware or telecommunications equipment used by Sporting Edge to provide the Platform;

(h) not store on, or distribute or transmit any material through the Platform that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; or promotes unlawful violence, discrimination based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activities;

(i) not remove from Content any copyright notice, watermark or other identifying or security technology, metadata or other information associated with that Content; and

(j) promptly upon the suspension, expiry or termination of a Platform Authorised User's right to use the Platform, or on receipt of a notice from Sporting Edge instructing a Platform Authorised User to do so, take all reasonable steps to delete any copies of the Content in such Platform Authorised User's possession or control.

(k) not use the Content for any purpose not expressly permitted in the agreement or any purpose other than an Authorised Purpose;

(l) not provide or otherwise make available the Content to any person not approved in advance in writing by Sporting Edge;

(m) not attempt to obtain or assist third parties in obtaining unauthorised access to the Platform (including the Content);

(n) not use the Platform (including Content) to provide services to third parties other than where such use is expressly approved in writing by Sporting Edge;

(o) not demonstrate the operation of the Platform to any third party who is a competitor of Sporting Edge,

(p) not attempt to transfer, temporarily or permanently, any of its rights under the Terms of Use and this agreement.

3.3 We reserve the right to monitor (with the assistance of any person hosting the Platform on our behalf) your use of the Services and any Content you obtain from the Platform. Any such monitoring shall be solely for the purpose of ensuring compliance with the terms of the agreement, including these Platform Terms of Use.

4 TERMINATION OR SUSPENSION OF THE SERVICES

4.1 We have the right to terminate or suspend your use of the Platform if you violate these Platform Terms of Use or those included in the agreement where different.