TERMS & CONDITIONS

7 Figure Developer Terms & Conditions:

1. INTERPRETATION

In these Terms and Conditions, the following definitions apply:

7 Figure Developer: a company with its registered office located at Blythe Valley Business Park, Regus, Central Boulevard, Solihull B90 8AG

7 Figure Developer Product or Services (collectively referred to as 'the Products and/or Services): the products and services offered by 7 Figure Developer.

Client: The person or company purchasing the Products and/or Services from **7 Figure Developer**.

Commencement Date: the date that 7 Figure developer commences provision of the Products and/or Services to the Client.

Conditions: terms and conditions as amended from time to time in accordance with clause 14.

Contract: the contract between 7 Figure Developer and the Client for the supply of Products and/or Services comprising of the Order and these Conditions.

Fees: the fees payable by the Client for the supply of the Products and/or Services in accordance with clause 4.

Order: the Client's order for the Products and/or Services (and any subsequent ongoing Products and/or Services) as set out in the Order Form.

Order Form: 7 Figure Developer form which can be completed online, over the phone, or in person, which sets out the Fees and which incorporates these Terms and Conditions.

Service: the provision of and grant of access to the 7 Figure Developer Products and/or Services.

Privacy Policy means the policy (as updated from time to time) which can be found on the 7 Figure Developer Website at www. https://7figuredeveloper.com/wp-content/uploads/sites/2070/2024/09/7-FD-Privacy-Policy.docx

identifying certain respective rights and obligations in respect of the personal data and privacy under the Contract.

Authorised Affiliates means, in respect of the Products and/or Services, the Affiliates of the Client (if any) in respect of those Products and/or Services.

Authorised Users means, in respect of the Products and/or Services, the users authorised by the Client to use those Products and/or Services in accordance with the Contract.

Client Data means all data (in any form) that is provided to 7 Figure Developer or uploaded or hosted on any part of any Products and/or Services by the Client or by an Authorised User.

Client Systems means all software and systems used by or on behalf of the Client, the Authorised Affiliates, any of its or their direct or indirect sub-contractors, or any Authorised User in connection with the provision or receipt any of the Products and/or Services or that the Products and/or Services otherwise link, inter-operate or interface with or utilise (in each case whether directly or indirectly).

Protected Data means the information and data referred to in the Privacy Policy.

Services has the meaning of the software platform 7 Figure Developer provides to enable the Client to market to their customers and the database that the Client uses to store their customers details within.

2.   BASICS OF CONTRACT

2.1.   The Contract constitutes the entire agreement between the parties. The Client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of 7 Figure Developer which is not set out in the Contract. These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate or which are implied by trade, custom, practice or course of dealing.

2.2.   Any sample materials, descriptive matter or advertising issued by 7 Figure Developer, and any descriptions of illustrations contained in 7 Figure Developer's website or brochures, are issued or published for the sole purpose of giving an approximate idea of the Products and/or

Services as offered by 7 Figure Developer. They will not form part of the Contract or have any contractual force. 7 Figure Developer is under a legal duty to supply goods that are in conformity with the Contract.

2.3.   7 Figure Developer has the right to make any changes or alterations to the nature, scope and content of the Products and/or Services, without notice to the Client, at any time, provided these do not affect the nature of the Products and/or Services.

2.4.   7 Figure Developer will supply the Products and/or Services to the Client and 7 Figure Developer warrants to the Client that such Products and/or Services have been prepared using reasonable care and skill. 7 Figure Developer provides no guarantee that the Products and/or Services will provide any results for the Client.

2.5.   7 Figure Developer will use reasonable endeavours to meet any dates in relation to supporting the Products and/or Services (including but not limited to dates for the Client to attend calls) but any such dates will be provisional only and may be subject to change at the discretion of 7 Figure Developer, with no liability attaching to 7 Figure Developer in respect of such changes.

2.6.   7 Figure Developer will have the right to make any changes to the support of the Products and/or Services which do not affect their nature or quality (including but not limited to: trainers and teachers, call lengths, session lengths, session frequency, session type, session location, training type, training location, venue location, coach allocated, Facebook group access and content, Kajabi access and content).

2.7.   The Client shall (and shall ensure all Authorised Affiliates and Authorised Users shall) at all times comply with all applicable laws relating to the use or receipt of the Products and/or Services, including laws relating to privacy, data protection and use of systems and communications.

3. CLIENT'S OBLIGATIONS

3.1. The Client will: (a) ensure that all information given by the Client to 7 Figure Developer is complete and accurate; (b) co-operate with 7 Figure Developer in all matters relating to the Products and/or Services; (c) pay the Fees strictly in accordance with the payment schedule set out in the Order or as otherwise confirmed in writing or over the phone by 7 Figure Developer; (d) not use the Products and/or Services or any content, data or information derived from the Client's use of the Products and/or Services for any purpose other than that which has been expressly authorised under the Contract; (e) not use the Products and/or Services for any unlawful purpose; and (f) permit 7 Figure Developer to include information of video footage on its website highlighting any benefits which the Client or Client's business has obtained from the Products and/or Services and in this regard, the Client hereby grants to 7 Figure Developer a royalty-free, non-exclusive perpetual licence to use any intellectual property rights of the Client for this purpose.

3.2. The Client, for itself and as trustee for any of its directors, employees, agents, Authorised Affiliates, Authorised Users or similar, undertakes to observe the obligations set out in clauses 3.1 to 3.7 (inclusive) and shall fully indemnify 7 Figure Developer from and against all loss, damage, costs and claims arising from its failure to adhere to those provisions or otherwise to fulfil its obligations under the Contract.

3.3. Transmission of storage of any information, data or material in violation of any law is prohibited. This includes, but is not limited to, copyrighted material, material legally judged to be threatening or obscene, or material protected by trade secret and other statute. The Client agrees to indemnify, and hold harmless, 7 Figure Developer from any claims resulting from the use of the Products and/or Services which damages the Client or any other parties.

3.4. Spamming, or the sending of unsolicited emails, using an email address or URL that is maintained on a 7 Figure Developer machine, or

directing traffic to a webpage that contains any reference to 7 Figure Developer is STRICTLY prohibited. 7 Figure Developer will be the sole arbiter as to what constitutes a violation of this provision. This action will result in immediate termination of the Products and/or Services without any refund to the Client and could be subject to legal action by 7 Figure Developer against the Client. Any service interruptions as a result of Client's spamming will be billed to the Client at £20.00 per hour until service is restored.

3.5.   Importing or in any way using purchased leads with a 7 Figure Developer account is strictly prohibited. If the Client has paid money, or in any way purchased a group of pre-existing leads, these may not be used with 7 Figure Developer. Only people that have specifically requested information directly from the Client may be emailed through 7 Figure Developer.

3.6.   The Client is prohibited from transmitting on or through any of 7 Figure Developer's platforms or servers, including but not limited to social media platforms, any material that is (in 7 Figure Developer's sole discretion) unlawful, obscene, threatening, disruptive, abusive, libellous, hateful, that encourages conduct which could constitute a criminal offence, that gives rise to civil liability, that otherwise violates any national or international law, or that involves the transmission of any pornographic or sex-related merchandise or data.

3.7.   The Client shall (and shall ensure all Authorised Affiliates, Authorised Users or similar shall) at all times comply with all applicable laws relating to the use or receipt of the Products and/or Services, including laws relating to privacy, data protection and use of systems and communications.

4.   FEES AND PAYMENT

4.1.   The Fees for the Products and/or Services are detailed in the Order or any agreement made in writing or over the phone between 7 Figure Developer and the Client.

4.2.   The Fees will be paid in full in accordance with the Order, written confirmation from 7 Figure Developer, or any agreement made over the phone or with a finance company in accordance with payment for the Products and/or Services.

4.3.   All payments due to 7 Figure Developer under the Contract shall be made in full without any deduction or any withholding. The Client will not be entitled to assert any credit, set off or counterclaim against 7 Figure Developer against any sum(s) owed.

4.4.   In relation to payment by instalments or a payment plan, payment shall be made monthly on the same calendar day as the date of the Order or as otherwise agreed in writing or over the phone between 7 Figure Developer and the Client.

4.5.   The Fees will remain payable by the Client notwithstanding any decision to cease using the Products and/or Services and even if the Client does not complete, access, attend or use the entire Products and/or Services.

4.6.   7 Figure Developer shall be entitled to continue processing payments for any monies outstanding using any of the Client's debit or credit card details previously confirmed to 7 Figure Developer.

4.7.   In the event of any payment due to 7 Figure Developer becoming overdue and unpaid for more than 20 (twenty) days, 7 Figure Developer may, at its discretion, suspend or withdraw the provision of the Products and/or Services, without prejudice to any of its other rights as to termination.

4.8.   Save as to the cooling off period set out at clause 5, the Contract is non-cancellable and payment will be due by the Client regardless of whether the Products and/or Services are used.

4.9.   The Client acknowledges that they have signed or agreed to the Order through their own choice without coercion or any lawful tactics from 7 Figure Developer and are fully responsible for their own

decisions.

4.10.   7 Figure Developer reserves the right to instruct third party legal representation should the Client fail to make payment in accordance with these Conditions.

5.   COOLING OFF AND RIGHT TO CANCEL

5.1.   The Client has a limited period, referred to as 'cooling off period', in which they may change their mind and cancel their contract with 7 Figure Developer.

5.2.   The cooling off period will begin from the date of the Order and continue for up to 5 days.

5.3.   The Client must give written notice of their cancellation to Clients On Automation within the 5-day cooling off period.

5.4.   The Client must supply written notice of the request to cancel by email to info@7fd.co.uk.

5.5.   If the Client exercises their right to cancel, the Product and/or Services will be terminated.

5.6.   If the Client does not request a refund within the cooling off period, the Client is required to complete all remaining payments.

5.7   Clients On Automation reserves the right to consider refunds outside of the rescission period. If a client has questions about the agreement outside of the rescission period, they should submit their comments to russell@7fd.co.uk. The Client agrees not to request, advise, file a claim, or seek Client's bank or credit card company for a chargeback for consideration paid under this Agreement. The Client agrees that any disputes that the Client may have with respect to consideration paid hereunder must be addressed directly between the Client and 7 Figure Developer. If a chargeback occurs, the Client shall have materially breached the Terms and Conditions and shall forfeit all

remaining services that have not yet been performed under the Terms and Conditions. 7 Figure Developer shall have no further obligation to the Client. Further, the amount of the chargeback shall be subject to a finance charge in the amount of one and one-half percent (1 1⁄2%) per month until paid in full by the Client. Further, 7 Figure Developer shall be entitled to recover from the Client all damages, and reasonable and necessary legal fees, and costs associated with pursuing collection and/or recovery of the amount of the chargeback.

6.   LIMITATION OF LIABILITY

6.1.   Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control including but not limited to acts of God; flood; drought; earthquake or other natural disaster; epidemic or pandemic; terrorist attack; civil war; civil commotion or riots; war; threat of or preparation for war; armed conflict; imposition of sanctions; embargo; the breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition; collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts; and non-performance by suppliers or subcontractors. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 6 months, the party not affected may terminate this agreement by giving 14 days' written notice to the affected party.

6.2.   7 Figure Developer will, under no circumstances, be liable to the Client (whether in contract, tort (including negligence), breach of statutory duty, or otherwise), for any indirect or consequential loss, special damages, or any costs or losses attributable to loss of profits or opportunities arising from or in connection with the subject matter of the Contract.

6.3.   The maximum amount of damages payable by 7 Figure Developer to the Client in respect of any and all liability (apart from that mentioned above), including liability arising from negligence, under or in connection with the Contract shall not exceed the amount paid by, or on behalf of, the Client to 7 Figure Developer for the preceding calendar month or calculated based on 1/12th of the Fees in the preceding 12 months.

7.   NON-COMPETE

The Client undertakes not to compete or seek to compete, either directly or indirectly or in any other capacity whatsoever, with the business of 7 Figure Developer or in the provision of products or services directly competitive with any aspect or part of the Products and/or Services, resulting in actual or anticipated loss to 7 Figure Developer, to include as to its
reputation.

8.   INTELLECTUAL PROPERTY RIGHTS

8.1.   All intellectual property rights in, arising out of, or in connection with, the Products and/or Services will be owned by 7 Figure Developer. 7 Figure Developer grants the Client a revocable, non-exclusive royalty-free licence to use such rights only to the extent necessary to allow the Client to benefit from the Products and/or Services but not further or otherwise and no other rights or licences are granted. Any such rights arising from the Client's use of the Products and/or Services shall accrue to 7 Figure Developer and the Client shall be deemed to have assigned any such rights to 7 Figure Developer, with 7 Figure Developer authorised to act as its agent to execute any such transfer or other documents giving effect to the same.

8.2.   The Client, Authorised Users and Authorised Affiliates may be able to store or transmit Client Data using the Products and/or Services and the Products and/or Services may interact with Client Systems. The Client hereby grants a royalty-free, non-transferable, non-exclusive

licence for the Client (and each of its direct and indirect sub-contractors) to use, copy and other otherwise utilise the Client Data and Customer Systems to the extent necessary to perform or provide the Products and/or Services or to exercise or perform 7 Figure Developer's right, remedies and obligation under the Contact.

9.   DATA AND INFORMATION

9.1.   Protected Data shall, at all material times, remain the property of the Client or its licensor.

9.2.   Except to the extent 7 Figure Developer has direct obligations under data protection and other applicable laws, the Client acknowledges that 7 Figure Developer has no control over Protected Data hosted as part of the provision of the Products and/or Services and may not actively monitor or have access to the content of Protected Data. The Client shall ensure (and is exclusively responsible for) the accuracy, quality, integrity and legality of Protected Data and non-personal data and that its use (including use in connection with the Products and/or Services) complies with all applicable laws.

9.3.   If 7 Figure Developer becomes aware of any allegation that Protected Data or non-personal data may not comply with the Contract, 7 Figure Developer shall have the right to permanently delete or otherwise remove or suspend access to any Protected Data or non-personal data which is suspected of being in breach and/or disclose Protected Data or non-personal data to law enforcement authorities (in each case without the need to consult the Client). Where reasonably practicable and lawful, 7 Figure Developer shall notify the Client before taking such action.

9.4.   7 Figure Developer shall have the right to suspend the Products and/or Services at any time, and for any reason, without notice. The Client accepts and acknowledges that the Products and/or Services can be withdrawn or may be unavailable due to technical and other issues, or as a result of updates, maintenance or similar circumstances. If such a suspension or withdrawal is to last more than 30 days, the Client will

be notified as to the reason.

10.   CONFIDENTIALITY AND SECURITY OF DATA

10.1.   7 Figure Developer shall maintain the confidentiality of Protected Data and shall not, without the prior written consent of the Client, and in accordance with the Contract, disclose Protected Data other than as necessary for the performance of the Products and/or Services, the express rights and obligations under the Contract, or as required by law.

10.2.   7 Figure Developer will disclose Protected Data only to those of its officers, employees, agents, contractors and direct and indirect sub-contractors to whom, and to the extent to which, such disclosure is necessary for the purposes contemplated under the Contract or as otherwise reasonably necessary for the provision or receipt of the Products and/or Services.

10.3.   In order to promote and respect the confidentiality of all clients and intellectual property the Client understands that the Products and/or Services, now and in the future, are limited to people who have registered in the respective training. In consideration of, and as a condition for permitting the Client to participate in the Products and/or Services, the Client agrees to not publish, broadcast, disclose, communicate to the public, or assist another to do the same in respect of, the identity, likeness or actual or paraphrased comments of anyone who participates, leads, assists or is otherwise involved in the Products and/or Services.

11.   WARRANTIES

7 Figure Developer gives no warranties of any kind, whether express or implied, for the Products and/or Services it provides under the Contract. 7 Figure Developer also disclaims any warranty of merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, non-deliveries, mis-deliveries, or interruptions to the Products and/or Services caused by 7 Figure

Developer's negligence or the Client's errors or omissions. Use of any information obtained via 7 Figure Developer is at the Client's own risk. 7 Figure Developer makes no warranty, whether express or implied, as to the accuracy of quality of information obtained through its Products and/or Services.

12. ASSIGNMENT AND SUB-CONTRACTING

The Client will not, without the prior written consent of 7 Figure Developer, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract. For the avoidance of doubt, the Client will not share the Products and/or Services or any content, data or information derived from the Client's use of the Products and/or Services with any third party without the prior written consent of 7 Figure Developer, which may be withheld.

13. WAIVER

A waiver of any right under the Contract is only effective if it is in writing and will not be deemed to be a waiver of any subsequent breach or default.

14. VARIATION

Except as set out in these Conditions, any variation including the introduction of any additional terms and conditions, to the Contract will only be binding when agreed in writing between the 7 Figure Developer and the Client.

15. APPLICABLE LAW

15.1. Any dispute of legal issue arising from the Conditions will be determined by the law of England and Wales and considered exclusively by the English and Welsh Courts.

15.2. Each of the paragraphs referred to in the Conditions shall be severable and distinct from one another and, if at any time, more and

more of such provisions become invalid, illegal or enforceable, the validity, legality and enforceability of the terminating paragraphs shall not in any way be affected or impaired by this.

16.   CLIENT CONFIDENTIALITY AGREEMENT

16.1.   The Products and/or Services are limited to people who have registered for the Products and/or Services.

16.2.   The Client will not publish, broadcast, disclose, communicate to the public, or assist another to do the same in respect of, the identity, likeness or actual or paraphrased comments of anyone who participates, leads, assists or is otherwise involved in the Products and/or Services.

16.3.   The Client recognises that any breach of confidentiality may cause 7 Figure Developer and/or other clients irreparable and substantial harm even though it may be impossible to ascertain the full monetary extent of their financial loss.

16.4.   Nothing in this Contract is intended to limit the Client from sharing their experience of the Products and/or Services with anyone.

16.5.   Nothing in this Contract is intended to limit 7 Figure Developer from sharing results and any testimonials (written or by video) in relation to the Products and/or Services, for any reason (including to promote the business of 7 Figure Developer) with anyone by any means.

17.   COMPLAINTS

17.1.   7 Figure Developer is committed to providing high quality Products and/or Services.

17.2.   7 Figure Developer has a written complaints procedure in place to ensure that all complaints are handled fairly and promptly. A copy of 7 Figure Developer's complaints procedure can be obtained upon

request.

18.   GENERAL

18.1.   7 Figure Developer reserves the right to alter or cancel published dates and change venues without any liability whatsoever.

18.2.   7 Figure Developer reserves the right to make changes to the programs, services, products, speakers or venue should that be necessary.

18.3.   From the date the contract commences, any behaviour displayed by the Client that 7 Figure Developer deems as disruptive, disrespectful, threatening, abusive or untenable in anyway (to the sole discretion of 7 Figure Developer), either in person, via email, via social media or any other forms of means of communication, either directed at 7 Figure Developer, 7 Figure Developer's other clients, 7 Figure Developer team members or associates, may result in the Client being denied access to all aspects of the Products and/or Services, including but not limited to online support, Facebook groups, Skool groups, live events or coaching calls. All remaining fees would remain payable and any monies for the Products and/or Services will be non-refundable.

18.4.   The Client agrees that 7 Figure Developer has not made any promise, guarantee, or other representation with respect to the Client's future incomes or gains resulting from the provision of the Product and/or Service, and that the Client has not been induced to enter the Contract as a result of any alleged promise, guarantee or representation.

18.5.   7 Figure Developer 100% guarantee for the Client that our method will work if the Client implements everything the way we lay it out for them. If the Client has followed our system and implemented everything the way we lay it out, completing their Business Update form every week so we can support the Client's progress, and the Client can't get prospective clients coming to them then 7 Figure Developer will continue to work with the Client until they do.

18.6.   These Conditions supersede any previous arrangement with your concerning their subject matter.