

Terms Of Service (Stoic Academy)

DEFINITIONS

In these Conditions, the following definitions apply:

Client: the person or company purchasing the program from Stoic Media.

Stoic Media: the company operates under the legal name Stoic Media Ltd

Program: any program, course, or other info-product constructed and sold by the Stoic Media brand.

Contract: the contract between Stoic Media and the Client for the supply of a Program.

The Materials: all documents, guides, booklets, digital or physical products, equipment, content across Stoic Media's platforms, and any other proprietary information relating to the Program which are provided by Stoic Media to the Client.

Fees: the fees payable by the Client for the supply of a Program.

BASIS OF CONTRACT

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 Stoic Media that 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.

Stoic Media is under a legal duty to supply goods and services at agreed times that are in conformity with the contract.

Any sample materials, descriptive matter, or advertising issued by Stoic Media, and any descriptions or illustrations contained on Stoic Media social media pages are issued or published for the sole purpose of giving an approximate idea of a

Program and the Programs offered by Stoic Media. They will not form part of the Contract or have any contractual force.

The client understands once they have been accepted into the program that they are obliged to pay the full amount of the Fees across an agreed payment plan (+VAT for clients in the UK).

The client understands that once this program has begun it will not be refunded partially or in totality. Separate and individual components are not refundable, transferrable, or interchangeable. Your account with us cannot be transferred to another client or sold to another client.

REFUNDS AND CHARGEBACKS

Once access is granted to the client, the client understands that the program sold by Stoic Media cannot be refunded partially or in totality. This is due to the intensive nature of the course, the level of coaching and all of the downloadable materials which are immediately available to all clients upon purchase.

The client requires a Zoom or phone call before any purchases are made so the client can see if this is a good fit for them and Stoic Media can qualify the prospect.

The client waives the right to dispute any payments made towards the program via a chargeback with their bank or any other third parties used. If the client does chargeback the payment, the client understands that the bank will decide the dispute in favour of Stoic Media.

If Stoic Media receives a dispute or chargeback on the clients behalf, Stoic Media reserve the right to collect on fees of the program and any outstanding amounts as per normal based on the clients agreed payment plan.

Stoic Media also reserves the right to collect on fees of the program and any outstanding amounts in the case that the chargeback will be decided in favour of the client.

Stoic Media may submit outstanding amounts to a collection agency. Once a chargeback has been received Stoic Media has the right to fully suspend the account and revoke access until the matter is resolved.

THE PROGRAMS

Stoic Media will supply a Program to the Client and warrants to the Client that such Program has been prepared using reasonable care and skill. Stoic Media provides no guarantee that a Program will provide any results for the Client.

Stoic Media will use reasonable endeavours to meet any dates in relation to supporting the program but any such dates will be provisional only and may be subject to change at the discretion of Stoic Media, date changes will be communicated always with Clients with no liability attaching to Stoic Media in respect of such changes.

Stoic Media will have the right to make any changes to the support of a Program that do not affect the nature of the Program.

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 Program, including laws relating to privacy, data protection and use of systems and communications.

Stoic Media must ensure the program consists of the training videos in the Members Area (these are subject to change and may be updated at any time), The Client may submit coaching help requests via the Community and can expect a response within a timely manner. The response may be provided by any relevant member of the Stoic Media team.

The Client shall have access to the training videos (including any updates) and Question and Answer recording updates for as long as the company is still in operation. The vehicle to getting feedback and support may change at the discretion of Stoic Media.

Stoic Media must provide full access to all modules of online courses, and direct access to the Stoic Media team via a support channel.

If you have purchased and do not use your 1-to-1 coaching calls within the defined period, they will not be carried over to the future periods. It is the client's responsibility fully to use all of these calls. Stoic Media is not responsible if the client fails to book individual components.

CLIENT'S OBLIGATIONS

The client will:

- a. ensure that the terms of the Order a) are complete and accurate;

- b. cooperate with Stoic Media in all matters relating to a Program;
- c. pay the Fees strictly in accordance with the payment schedule set out in the Order;
- d. provide Stoic Media with such information and materials as Stoic Media may reasonably require in order to support a Program and ensure that such information is accurate in all material respects;
- e. not use a Program or Stoic Media Materials for any purpose other than that which has been expressly authorised under the Contract;
- f. respect the privacy rights of any other participants in a Program;
- g. permit Stoic Media to use any examples of the clients in the online updated curriculum or in Stoic Media marketing;
- h. permit Stoic Media to include written or video footage highlighting any benefits which the Client's business has obtained from using a Program and in this regard, the Client hereby grants to Stoic Media a royalty-free, perpetual licence to use any testimonials.

If Stoic Media performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the client or failure by the Client to perform any obligation (Client Default), Stoic Media, without limiting its other rights or remedies, will have the right to suspend offering support of a Program until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations to the extent the Client Default prevents or delays Stoic Media performance of any of its obligations.

The client must not share any materials or program content or log in details with anybody without the consent of a Stoic Media team member.

INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in or arising out of or in connection with a Program and Stoic Media Materials will be owned by Stoic Media.

Stoic Media hereby grants the Client with a revocable, nonexclusive royalty-free licence to use Stoic Media Materials for the duration of a Program. Anything the

client makes using materials from Stoic Media are owned solely by the client.

LIMITATION OF LIABILITY AND DISCLAIMERS

Stoic Media will under no circumstances whatsoever be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract.

Stoic Media does not provide any legal, tax, financial or accounting advice and any information provided to the Client as part of a program is not intended to constitute such advice.

DURATION AND TERMINATION

The access to this contract runs for 3 months from the client's start date. Stoic Media shall be entitled to terminate the provision of the Service and/or the Contract by giving written notice to the Client, at any time, without penalty in the case of gross misconduct on behalf of the client which takes effect at any time during the contract period.

The client will receive lifetime access to the training components of the program as well as access to the member's area. The client will lose access to the live coaching call recordings.

DATA AND INFORMATION

Client Data shall at all times remain the property of the Client or its licensors.

Except to the extent Stoic Media has direct obligations under data protection laws. The Client shall ensure (and is exclusively responsible for) the accuracy, quality, integrity, and legality of the Client Data and that its use (including use in connection with the Program) complies with all applicable laws and Intellectual Property Rights.

If Stoic Media becomes aware of any allegation that Client Data may not comply with the Acceptable Use Policy Stoic Media shall have the right to permanently delete Client Data that is suspected of being in breach of any of the foregoing from the Programs and/or disclose Client Data to law enforcement authorities (in each case without the need to consult the Client).

Where reasonably practicable and lawful Stoic Media shall notify the Client before taking such action.

CONFIDENTIALITY AND SECURITY OF CLIENT DATA

Stoic Media shall maintain the confidentiality of the Client Data and shall not without the prior written consent of the Client or in accordance with the Contract, disclose or copy the Client Data other than as necessary for the performance of the Program or its express rights and obligations under the Contract.

Stoic Media undertakes to disclose the Client Data only to those of its officers, employees, agents, contractors, and direct and indirect subcontractors 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 Program, and shall be responsible to the Client for any acts or omissions of any of the persons referred to in respect of the confidentiality and security of the Client Datas if they were Stoic Media own.

The provisions of this clause shall not apply to information which is or comes into the public domain through no fault of Stoic Media, its officers, employees, agents, or contractors; is lawfully received by Stoic Media from a third party free of any obligation of confidence at time of its disclosure; is independently developed by Stoic Media (or any of its Affiliates or any person acting on it or their behalf), without access to or use of such information; or is required by law, by court or governmental or regulatory order to be disclosed. This clause shall survive the termination or expiry of the Contract for a period of 10 years.

To the extent any Client Data is Protected Data, Stoic Media shall ensure that such Client Data may be disclosed or used only to the extent such disclosure or use does not conflict with any of Stoic Media's obligations under the Data Protection Addendum.

GENERAL

Stoic Media gives no warranties of any kind, whether express or implied, for the service it provides under the Contract. Use of any information obtained via Stoic Media's Programs is at the Client's own risk. Stoic Media makes no warranty whether express or implied as to the accuracy or quality of information obtained through its services.

From the date the Contract commences any behaviour displayed by the Client that Stoic Media deems as disruptive, threatening, abusive or untenable in any way, either in person, via email, via social media or any other forms of means of communication either directed at Stoic Media, Stoic Media's other clients, Stoic Media team members or associates may result in the Client being denied access to the community, DMs and all other aspects of support to the Program. All remaining fees would remain payable and any monies for the Program will be non refundable.

Assignment and subcontracting: The Client will not, without the prior written consent of Stoic Media, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract

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.

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 and signed by Stoic Media & the client.