
TERMS AND CONDITIONS (“T&CS”)

BACKGROUND:

These T&Cs shall apply to the provision of financial consultant Services provided by Profit Cash Growth Ltd a company registered in England under company number 12582685 with a registered office address of The Coach House, 5 West Street, Leighton Buzzard, LU7 1DA (“Profit Cash Growth”, “Us”, “We”, “Our”) to business Clients. ***These T&Cs were last updated on 12th February 2024.***

1. Definitions and Interpretation

1.1 In these T&Cs, unless the context otherwise requires, the following expressions have the following meanings:

“Proposal”	means the document detailing the Client’s request to acquire the Services from Profit Cash Growth including details of the process, Fees, timescales and any relevant information required to undertake the Services. Upon acceptance of the Proposal the Service will be subject to these T&Cs;	“Business Day”	means, any day (other than a Saturday or Sunday) on which ordinary banks are open for their full range of normal business in England;
“Confidential Information”	means, in relation to either party, information which is disclosed to that party by the other party pursuant to or in connection with these T&Cs (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);	“Client”	means the individual or business that requires the Services subject to these T&Cs and the Proposal and includes reference to you and your;
“Retainer”	means the agreed Services, as detailed in the Proposal, are carried out on a monthly basis until terminated in accordance with Clause 6;	“Project”	means the Services requested by you detailed within the Proposal or agreed upon between the Parties in writing;
“intellectual property”	means (a) any and all rights in any patents, trade marks, service marks, registered designs, applications (and rights to apply for any of those rights), trade, business and company names, internet domain names and e-mail addresses, unregistered trade marks and service marks, copyrights, database rights, know-how, rights in designs and inventions; (b) rights under licences, consents, orders, statutes or otherwise in relation to a right in paragraph (a); (c) rights of the same or similar effect or nature as or to those in paragraphs (a) and (b) which now or in the future may subsist; and (d) the right to sue for past infringements of any of the foregoing rights.	“Services”	means the services provided by Profit Cash Growth as detailed in the Proposal along with any further requests made in writing for additional work which will be subject to these T&Cs;

1.2 Unless the context otherwise requires, each reference in these T&Cs to “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means; a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time; “these T&Cs” is a reference to these T&Cs and the Proposal as amended or supplemented at the relevant time; a Clause or paragraph is a reference to a Clause of these T&Cs; and a “party” or the “Parties” refer to the parties to these T&Cs.

1.3 The headings used in these T&Cs are for convenience only and shall have no effect upon the interpretation of these T&Cs.

1.4 Words imparting the singular number shall include the plural and vice versa.

2. Booking Process

2.1 After initial discussions you will be provided with a Proposal detailing the Services requested. After reading the Proposal you will be required to make a deposit payment in respect of the Services. This will be deemed as your acceptance of these T&Cs. Any Services undertaken by Us will be provided subject to these T&Cs unless notified otherwise.

2.2 In accepting these T&Cs, and making the deposit payment, you will be agreeing for Us to provide the Services to you until termination of the Services in accordance with Clause 6.

2.3 Where the Services are carried out by means of a Project, and after payment of the deposit, you will be provided with a detailed time-frame for the Services to be carried out. Such time-frame will break down the relevant phases of the Project and include dates and times for any in-person or remote sessions.

2.4 We will request certain information from you in order for Us to carry-out the Services. We reserve Our right to terminate the Services where you fail to provide Us with the documentation requested or needed. In such circumstances any deposit payment made will not be refunded to you.

3. Provision of the Services

3.1 Our Services are provided by means of guidance and education on a non-regulated basis. We are not a financial adviser and as such the Services are provided by means of recommendations and not qualified advice.

- 3.2 Whilst our Services are provided on a non-regulated basis We are obligated to carry-out the Services in compliance with all relevant Anti Money Laundering Legislation. Accordingly if at any time, there appears to be grounds to suspect any instruction or activity relates to 'criminal property', We are obliged to make a report to the National Crime Agency ("NCA"). In such circumstance We are prohibited from telling you or the relevant party We have done so. In such circumstances We will be prevented from acting on your instructions without the prior written consent of the NCA.
- 3.3 You should be aware that the Services are designed to provide an analysis and recommendations based on the information supplied to Profit Cash Growth, in the event that you fail to provide required documentation or provide incorrect information the outcome of the Services will be affected. Accordingly we cannot guarantee that Our recommendations are the most appropriate way forward. It remains, at all times, your responsibility to ensure that implementing any recommendations is in the best interests of your business.
- 3.4 You will be responsible for ensuring that you comply with all statutes, regulations, byelaws, standards, codes of conduct and any other rules relevant to our recommendations. Further you are responsible for taking action, or instructing someone to take action on your behalf, by means of implementing any recommendations, actions and results. We are unable to make any warranty or representation that any result will be brought about as a result of the Services.
- 3.5 Our Services can be carried out remotely or in-person and will be carried out in accordance with the relevant Proposal and or detailed time-frame. Where the Services are carried out remotely We will use the Microsoft Teams Conferencing platform, or on occasions a suitable alternative. Any Services carried out by means of this method will be subject to the additional terms detailed in Schedule 1 of these T&Cs.
- 3.6 We shall not be liable for any defects caused by third party programs or software that may be used in the course of carrying out the Services. This includes, but is not limited to, any Web Conferencing used to facilitate the Services.
- 3.7 In the event that you provide Us with passwords or give Us remote access to any online platform, including but not limited to, bank accounts, We will not share those passwords outside of Our organisation. We recommend that any passwords which are shared are done so in a secure manner. It is Profit Cash Growth's recommendation that two factor authentication is put in place to minimise the risk of hacking. You take responsibility for ensuring the security of your relevant accounts and Profit Cash Growth will not be liable in respect of the same.
- 3.8 Should you choose for Us to assist in the recruitment of anyone to implement any of Our recommendations, or recruitment generally, the responsibility will remain with you to carry-out any Right to Work checks along with checking any references, qualifications and to carry-out any and all due diligence on any candidate. Our role is simply to assist with reviewing CVs and sitting in on any interviews.

Rescheduling an in-person or remote session

- 3.9 In the event that you wish to reschedule any session (which includes attendance at your company's board meetings and similar meetings) you must do so in writing. Where you have provided:
 - 3.9.1 in excess of 48 hours notice prior to the session date and time you will be entitled to move your session provided which it is rescheduled to a date no more than 7 days in future. In such situations a session may only be rescheduled once; or
 - 3.9.2 less than 48 hours notice of the session date and time you will be responsible for additional fees to rebook the relevant session. Fees will be at either a half day or full day as detailed in the Proposal.
- 3.10 Profit Cash Growth may cancel a session time and date in the following circumstances:
 - 3.10.1 We are not available;
 - 3.10.2 An event described in Clause 12 occurs and continues for more than 90 days.
- 3.11 In the event that Profit Cash Growth cancels a session in accordance with sub-Clause 3.10 We will provide alternative dates within the proceeding 14 days.

4. Your Obligations

- 4.1 You shall use all reasonable endeavours to provide all pertinent information to Profit Cash Growth that is necessary for the provision of the Services. In the event that you fail to provide the required information by the dates specified within the Proposal and/or the detailed time-frame, We will not be responsible for any delays in the Services being carried out. Further your failure to provide information or complete information will have an impact on the Services delivered to you. The lack of information or incorrect information can result in an unsuitable recommendation for your business for which we will not be liable.
- 4.2 Profit Cash Growth may from time to time require your input or feedback on the Services. You shall use all reasonable endeavours to respond with the required feedback within 3 working days.
- 4.3 Profit Cash Growth shall not be liable for any images, content or intellectual property supplied by you. If any consents,

licences or other permissions are needed from any third parties it shall be your responsibility to obtain the same in advance of the provision of the Services (or the relevant part thereof).

- 4.4 Where the Services are carried out in person and Profit Cash Growth visits your location, or a location controlled or booked by you, you will ensure that the location is free from hazards, distractions and of sufficient size.
- 4.5 Where the Services take place remotely you, and any attendees instructed by you to attend, will be responsible for accessing the Services by means of the Web Conferencing App.
- 4.6 You or any attendee is not permitted to record, whether audio or video, any part of the Services without the express written consent of Profit Cash Growth.

5. Deposits, Fees and Payment

5.1 In consideration of the Services:

5.1.1 for any Project you will be required to pay a 25% deposit prior to the Services commencing. The remaining balance will be payable by means of milestones at the relevant stages identified in the Proposal and/or detailed time-frame. You will only be permitted to move to the next phase of the Project if payment in respect of the prior phase has been paid.

5.1.2 for any Retainer Services, after payment of an initial deposit to commence the Services, payment is required monthly in arrears. Invoices will be sent to you on or around the last day of each calendar month. Payment of the invoice is due with 7 days.

5.2 Any banking or payment fee, whether sending or receiving, will be your sole responsibility.

5.3 All payments required to be made shall be made in GBP in cleared funds to such bank which Profit Cash Growth may from time to time nominate, without any set-off, withholding or deduction except such amount (if any) of tax as you are required to deduct or withhold by law.

5.4 All payments made under these T&Cs shall be expressly exclusive of value added tax.

5.5 Without prejudice to sub-Clause 6.7.1 (termination for non-payment), any sums which remain unpaid shall incur interest on a daily basis at 8% above the base rate of the Bank of England from time to time until payment is made in full of any such outstanding sums. This provision shall not apply to payments disputed in good faith.

5.6 Profit Cash Growth reserves the right to be paid on an indemnity basis any costs incurred in recovering any money due under these T&Cs (and the costs of recovering such costs) including administrative costs and any costs incurred with lawyers or debt collection agencies. Administrative costs may include the cost of employing the staff concerned and the overheads attributable to them for the time spent.

5.7 For Retainer Services We may, upon 30 days written notice increase any fees quoted to you.

6. Term and Termination

6.1 These T&Cs shall enter into force upon your acceptance of the same. Your acceptance shall take place:

6.1.1 by means of you confirming your acceptance of the same; or

6.1.2 you making payment of a deposit or invoice.

6.2 These T&Cs, upon acceptance, shall continue:

6.2.1 where the Services are carried out by means of a Project for a period of 2 months or until conclusion of the Project. In the event that a Project is delayed by you, any increase in the Project length will be agreed in writing.

6.2.1 where the Services are carried out by means of a Retainer for a period of 12 months. Thereafter they shall continue on a rolling monthly basis.

6.3 Termination will occur:

6.3.1 in the case of Project once the Project has completed or where you fail to provide any information or feedback within 90 days or in accordance with sub-Clauses 6.4, 6.6 and 6.7;

6.3.2 in the case of Retainer Services in accordance with sub-Clauses 6.4 or 6.5 or 6.7.

6.4 Profit Cash Growth may terminate the Services at any time by giving to you not less than 30 days written notice.

6.5 Where the Services are carried out by means of a Retainer you may terminate the Services by giving not less than 30

days notice in writing to Us.

- 6.6 Without prejudice to any other right or remedy available to it, either party may terminate these T&Cs forthwith by giving written notice to the other party in the following circumstances:
- 6.6.1 any sum owing to that party by the other party under any of the provisions of these T&Cs is not paid in accordance with Clause 5;
 - 6.6.2 the other party commits any other breach of any of the provisions of these T&Cs and, if the breach is capable of remedy, fails to remedy it within 10 Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied;
 - 6.6.3 an encumbrancer takes possession, or where the other party is a freelancer, a receiver is appointed, of any of the property or assets of that other party;
 - 6.6.4 the other party makes any voluntary arrangement with its creditors or, being a freelancer, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
 - 6.6.5 the other party, being an individual or firm, has a bankruptcy order made against it or, being a company goes into liquidation (except for the purposes of bona fide amalgamation or re-construction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other party under this Agreement);
 - 6.6.6 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other party;
 - 6.6.7 that other party ceases, or threatens to cease, to carry on business; or
 - 6.6.8 control of that other party is acquired by any person or connected persons not having control of that other party on the date of this Agreement. For the purposes of this Clause 6, "control" and "connected persons" shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.
- 6.6 For the purposes of sub-Clause 6.6.2, a breach shall be considered capable of remedy if the party in breach can comply with the provision in question in all respects.

Upon the termination or expiry of these T&Cs for any reason:

- 6.7 any sum owing by you shall become immediately due and payable. Where Services are carried out by means of Retainer you will remain liable for the remainder of the month in which you terminated the Services, plus where the Services are terminated after the 1st of the month for the following month. Where the Services are carried out by means of a Project the full fees will become payable.
- 6.8 all licences granted to Profit Cash Growth by you in any client materials shall terminate immediately.
- 6.9 each party shall (except to the extent referred to in Clause 12) immediately cease to use, either directly or indirectly, any Confidential Information belonging to the other party and shall at the other party's request, either promptly return or destroy all such Confidential Information in its possession and/or control;
- 6.10 all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of these T&Cs shall remain in full force and effect;
- 6.11 termination shall not affect or prejudice any right to damages or other remedy which the terminating party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any party may have in respect of any breach of these T&Cs which existed at or before the date of termination; and
- 6.12 subject as provided in this Clause 6 and except in respect of any accrued rights neither party shall be under any further obligation to the other.

7. Liability

- 7.1 Profit Cash Growth (as an "Indemnifying party") hereby undertakes to indemnify you (as an "Indemnified party") and to keep you at all times fully indemnified from and against all losses arising as a result of any action or claim from your use, possession or ownership of any and all materials created by Profit Cash Growth in the course of providing the Services constitutes an infringement of any Intellectual Property Rights belonging to a third party.
- 7.2 you (as an "Indemnifying party") hereby undertakes to indemnify Profit Cash Growth (as an "Indemnified party") and to keep Profit Cash Growth at all times fully indemnified from and against all losses arising as a result of any action or claim against Profit Cash Growth for the use of any client materials made available by you in the course of providing the Services which constitutes an infringement of any Intellectual Property Rights belonging to a third party.
- 7.3 In the event of an action or claim arising as under sub-Clauses 7.1 or 7.2, the Indemnifying party shall have complete

control over the litigation and/or settlement of the action or claim and shall keep the Indemnified party fully informed of the same at reasonable intervals.

7.4 In the event of an action or claim arising as under sub-Clauses 7.1 or 7.2, the Indemnified party shall:

7.4.1 Notify the Indemnifying party immediately in writing upon becoming aware of the action or claim;

7.4.2 Make no admissions or attempt any settlements of the action or claim without the express written consent of the Indemnifying party;

7.4.3 Provide the Indemnifying party with all reasonable information and assistance reasonably required by the Indemnifying party, at the Indemnifying party's cost, with respect to the action or claim; and

7.4.4 Allow the Indemnifying party complete control over the litigation and/or settlement of the action or claim.

8. Warranties

8.1 Each party hereby warrants to the other that it has the full power and authority to enter into these T&Cs and to perform its respective obligations hereunder.

8.2 Profit Cash Growth represents, warrants, undertakes, and agrees that all content produced by Profit Cash Growth in the course of providing the Services shall be original (save to the extent that it incorporates any client materials), and shall not infringe any Intellectual Property Rights belonging to a third party.

8.3 you represent, warrant, undertake and agree with Profit Cash Growth that all client materials shall not, under the laws of England and Wales, be obscene, blasphemous, offensive to religion, or defamatory of any person and shall not contain any material that has been obtained in violation of the Data Protection Act 2018, the Freedom of Information Act 2000, the Regulation of Investigatory Powers Act 2000, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Official Secrets Act 1989, or any similar domestic legislation and nothing contained in the Required Materials or other Client Materials will, if published, constitute a contempt of court.

9. Limitation of Liability

9.1 Subject to sub-Clause 8.2, neither party shall be liable to the other for any loss of profit, indirect, special or consequential loss or damages.

9.2 Nothing in these T&Cs shall exclude or limit either party's liability for death or personal injury resulting from its negligence, fraud or fraudulent misrepresentation, any breach of Clause 8 the indemnities in sub-Clauses 8.1 and 8.2, or other form of liability that cannot be excluded or limited by law.

9.3 Subject to sub-Clause 9.1 and 9.2, each party's total liability to the other in respect of any claims arising out of, or in connection with these T&Cs whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed:

9.3.1 in the case of the Services being provided on a Retainer basis the total sums paid or payable by you for the Services provided in one calendar month; or

9.3.2 in the case of the Services being provided on a Project the total sums paid or payable by you for the Services.

10. Data Protection

All personal information that Profit Cash Growth may use will be collected, processed, and held in accordance with the provisions of the Data Protection Act 2018, the UK General Data Protection Regulation ("UKGDPR") and your rights under the UKGDPR and any adaptation of the same which the UK implements.

11. Confidentiality

11.1 Each party shall, at all times during the continuance of the Agreement and for 2 years after its termination:

11.1.1 keep confidential all Confidential Information;

11.1.2 not disclose any Confidential Information to any other party;

11.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of the Agreement;

11.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and

11.1.5 ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by that party, would be a breach of the provisions of sub-Clauses 11.1.1 to 11.1.4 above.

11.2 Either party may:

11.2.1 disclose any Confidential Information to:

11.2.1.1 any sub-contractor or supplier of that party;

11.2.1.2 any governmental or other authority or regulatory body; or

11.2.1.3 any employee or officer of that party or of any of the aforementioned persons, parties or bodies;

to such extent only as is necessary for the purposes contemplated by the Agreement (including, but not limited to, the provision of the Services), or as required by law. In each case that party shall first inform the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body under sub-Clause 121.2.1.2 or any employee or officer of any such body) obtaining and submitting to the other party a written confidentiality undertaking from the party in question. Such undertaking should be as nearly as practicable in the terms of this Clause 11, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

11.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of the Agreement, or at any time after that date becomes, public knowledge through no fault of that party. In making such use or disclosure, that party must not disclose any part of the Confidential Information which is not public knowledge.

11.3 The provisions of this Clause 11 shall continue in force in accordance with their terms, notwithstanding the termination of the Services.

12. Force Majeure

12.1 No party to these T&Cs will be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

12.2 In the event that a party to these T&Cs cannot perform their obligations thereunder as a result of force majeure for a continuous period of 90 days, the other party may at its discretion terminate these T&Cs by written notice at the end of that period. In the event of such termination, the Parties shall agree upon a fair and reasonable payment for all Services completed up to the date of termination.

13. No Waiver

No failure or delay by either party in exercising any of its rights under the T&Cs shall be deemed to be a waiver of that right, and no waiver by either party of a breach of any provision of the T&Cs shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

14. Further Assistance

Each party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of the T&Cs and Proposal into full force and effect.

15. Costs

Subject to any provisions to the contrary each party shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of the T&Cs.

16. Set-Off

Neither party shall be entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under the T&Cs, Proposal or any other agreement at any time.

17. Assignment and Sub-Contracting

17.1 The T&Cs shall be personal to the Parties. Neither party may assign, mortgage, charge (otherwise than by floating charge) or sub-licence or otherwise delegate any of its rights thereunder, or sub-contract or otherwise delegate any of its obligations thereunder without the written consent of the other party, such consent not to be unreasonably withheld.

17.2 Profit Cash Growth shall be entitled to perform any of the obligations undertaken by it through any other member of its group or through suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor shall, for the purposes of the T&Cs, be deemed to be an act or omission of Profit Cash Growth.

18. Relationship of the Parties

Nothing in the T&Cs shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in these T&C.

19. Third party Rights

No part of the T&Cs is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the T&Cs.

20. Notices

All notices under the T&Cs shall be in writing and be deemed duly given when sent, if transmitted by e-mail and on the fifth

business day following mailing, if mailed by national ordinary mail, postage prepaid. In each case notices shall be addressed to the most recent address, e-mail address notified to the other party.

21. Entire Agreement

21.1 The T&Cs contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.

21.2 Each party shall acknowledge that, in entering into these T&Cs, it does not rely on any representation, warranty or other provision except as expressly provided in these T&Cs, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

22. Severance

In the event that one or more of the provisions of these T&Cs is found to be unlawful, invalid or otherwise unenforceable, that those provision(s) shall be deemed severed from the remainder of the T&Cs. The remainder of the T&Cs shall be valid and enforceable.

23. Intellectual Property

23.1 All Intellectual Property Rights subsisting in any materials owned by you shall at all times remain your property (or its licensors, as appropriate). Nothing in these T&Cs shall vest any rights in any material provided by, or otherwise belonging to you or any attendee (or its licensors, as appropriate) in Profit Cash Growth. You hereby grant to Profit Cash Growth a limited, non-exclusive, non-transferable, revocable, worldwide licence to use any and all your materials for the purposes of providing the Services in accordance with these T&Cs.

23.2 Profit Cash Growth shall retain the ownership of any and all Intellectual Property Rights that may subsist in the Services. Profit Cash Growth shall be deemed to automatically grant a royalty-free, non-exclusive licence of any and all such rights to you to use the same in accordance with the terms of these T&Cs.

Marketing Consent

23.3 In accepting these T&Cs you consent to Profit Cash Growth using, for marketing purposes your name and/or logo. Such marketing consents includes, but is not limited to portfolio purposes, case studies, printed material and for use on Our website. For the avoidance of doubt Profit Cash Growth will not use any attendee's personal or identifying details for marketing purposes nor will they disclose your financial information. Case studies will not identify a company or business and simply used for generic case study purposes.

24. Law and Jurisdiction

These T&Cs (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

By agreeing these T&Cs both Parties understand that a legally binding Contract, under these terms, has been agreed and will be in force.

Schedule 1 Web Conferencing

Where any session takes place remotely they will be subject to these additional Terms and Conditions namely:

1. Use of the Web Conferencing App to access the Services

The Services will be facilitated by means of online technology which allows Profit Cash Growth to provide the Services provided the Client and/or Attendees have the appropriate technology. For this purpose, Profit Cash Growth uses the Microsoft Teams App. In such cases the remainder of this Schedule 1 applies to the Services.

2. The technology Profit Cash Growth will be responsible for providing

Profit Cash Growth will subscribe to the Microsoft Teams App and pay any necessary fees to maintain those subscriptions.

To receive or participate in any of the Services, you and any attendees will need to join an online session via any Microsoft Teams link sent prior to the session date and time. You or any attendee will not need to pay any fee or charge to use the relevant app or join that session: You will only need to pay for the Services made available to you or any attendee.

Profit Cash Growth does not provide any PC, laptop, tablet, mobile phone or other hardware ("Device") or any other software for use on or with any Devices, nor any internet connection or service or other equipment or facilities necessary to enable you or any attendee to use Microsoft Teams.

Profit Cash Growth does not supply or make available the Microsoft Teams platform. Profit Cash Growth does not act as agent or otherwise on behalf of Microsoft Teams or any other third party platform provider. Profit Cash Growth is not a party to yours or any attendee's downloads and use of that platform. Profit Cash Growth will have no responsible or liability for use of any third party platform provider. Such use of those platforms will be subject to and governed by such terms and conditions and privacy policy of the Microsoft Teams platform or other third party provider of that platform.

Background items are not provided via the Microsoft Teams platform but is instead provided by Profit Cash Growth.

3. The technology and other items that the Client and/or Attendees will be responsible for providing

It will be either yours or your attendees responsibility to ensure that they have access to, and familiarity with all necessary technology so that they can receive and participate in the Services via Microsoft Teams.

You and any attendee will need to ensure access to and use the following non-exhaustive list of facilities for this purpose:

- An appropriate functioning Device which is adequately charged.
- An up to date Microsoft Teams App where applicable. It will need to be downloaded to their Device, and installed and working fully and correctly on their Device, so that they can receive the Services;
- Stable, reliable, internet access with adequate speed;
- A location with a suitable environment in which to watch, listen, speak where appropriate, make notes, and otherwise to participate as necessary, without the presence of any other non-participating person to distract them or Profit Cash Growth except for any person(s) present by arrangement with Profit Cash Growth;
- Where the Device on its own does not provide an adequate microphone and/or loudspeakers for the purpose of the Services, external microphone and/or speakers as reasonably necessary; and
- A camera that is part of or connected to the Device which is adequate for the purpose of Profit Cash Growth being able to share and/or remotely view any text, still images, videos or other items during and in connection with a session.

4. Scope of what Profit Cash Growth makes available to access

Profit Cash Growth does not, and cannot, assist to obtain, set up, maintain, or operate any technology. If any assistance or advice about technology is required advice should be sought from an appropriate third party. Profit Cash Growth does not, and cannot, give any advice about what technology is needed or how to use it.

Profit Cash Growth does not claim to have any expertise or skill in relation to any technology required for the purpose of receiving the Services. However, requests maybe made, either before or during any session of the Services, and without charge, in the form of suggestions in good faith to resolve any problem with that technology reported, but it will not be in the nature of advice to you or any attendee. Profit Cash Growth does not therefore take on any responsibility or accept any liability if the suggestion does not help to resolve any problem or if by following any such suggestion further problems, loss or damage to a Device, digital content or any other technology fails to resolve the issue.