Website Terms & Conditions

09 September 2024

These Websites Terms & Conditions (the "Terms") represent an agreement between you and APower 3 - Coaching, Training & Mind Freedom Ltd ("we," "us," or "APower 3") trading as 'Breen & Associates - Results Through People' and govern your use of our websites at www.apower3-coaching.com, www.sonjakirschner.com, www.breenassociates.co.uk and other sites created by us from time to time (the "Sites") and any products or services made available by means of any of the Sites (the "Products"). We refer to the Sites and the Products collectively in these Terms as the "Services."

By using any of the Services, you acknowledge that you have read, understood, and agree to be bound by and comply with these Terms.

1. About our terms

1.1. These Terms explain how you may use the Sites and any of their content. These Terms apply to us and you, the person accessing or using the Sites ("you or your").

1.2. You should read these Terms carefully before using the Sites. By using the Sites or otherwise indicating your consent, you agree to be bound by these Terms. If you do not agree with any of these Terms, you should stop using the Sites immediately.

2. Using the Sites

2.1. You agree that you are solely responsible for all costs and expenses you may incur in relation to your use of the Sites.

2.2. We make no promise that the Sites is appropriate or available for use in locations outside of the UK. If you choose to access the Sites from locations outside the UK, you acknowledge you do so at your own initiative and are responsible for compliance with local laws where they apply.

2.3. We try to make the Sites as accessible as possible. If you have any difficulties using the Sites, please contact us using the contact details at the top of this page or use the website's accessibility tools.

2.4. You are responsible for all activities that occur under your account. You agree to: (a) provide accurate, current, and complete information about yourself as prompted by our registration process; (b) maintain the security of your password and identification; (c) promptly update any information you provide to us to keep it accurate, current, and complete; and (d) accept all risks of unauthorised access to the information and any other information you provide to us.

2.5. We may prevent or suspend your access to the Sites if you do not comply with these Terms or any applicable law.

3. Services

3.1. APower 3 grants you a non-exclusive, non-transferrable, revocable licence to use the Services, including the Products (subject to payment, where applicable), for your personal use only, in accordance with these Terms. We reserve all rights that we do not expressly grant in these Terms. We

may change, suspend or discontinue any aspect of the Services at any time, including the availability of any feature or content. Without limitation of any of our other rights or remedies at law, in equity or under these Terms, we may terminate your licence to use the Services, in whole or in part, including your right to use any Products, without providing any refund or cancelling your obligation to make instalment payments where applicable, if we determine, in our sole discretion, that you have breached or violated any of the provisions of these Terms.

3.2. We will provide the services at the time(s) and on the date(s) selected by you or within the period agreed with you during the order process.

3.3. For services provided over a period of time, any completion dates stated during the order process, or in your order acknowledgment or order confirmation emails, are estimates.

3.4. You agree not to: (a) modify, adapt, translate, reverse engineer, decompile, or disassemble any portion of the Services or Products; (b) use the Services or Products for any illegal purpose; (c) use the Services or Products in any manner that could damage, disable, overburden, or impair our servers or networks; (d) interfere with any other party's use and enjoyment of the Services or Products; or (e) attempt to gain unauthorised access to any services, user accounts, computer systems, or networks, through hacking, password mining, or any other means.

4. Payment

4.1. You may purchase licences to certain Products through a one-time payment or in regular (e.g. monthly) instalments, as specified on the Sites. When you make a purchase, you authorise us to charge the credit or debit card, or PayPal or another account you provide on a one-time or regular basis, depending on which payment plan you elect.

4.2. We reserve the right to cancel any order for any reason. Possible reasons for cancellation include, but are not limited to the following: fraudulent or potentially fraudulent orders, incorrect pricing or non-payment.

4.3. It is your responsibility to ensure that the payment is made accurately and on time. Failure to do so may result in delays or cancellations of your order. By making a purchase, you agree to comply with all applicable laws and regulations regarding the use of our Products and the payment methods used.

5. Refund

5.1. If you are not satisfied with a Product that you purchased, you are eligible for a full refund of amounts paid for that Product, provided that you: email us at team@breenassocaites.co.uk, no later than fifteen (15) days following the date of purchase, requesting a refund and stating the reason for your request. Notwithstanding the foregoing, certain Product purchases may not be eligible for refund, or might be subject to satisfaction of additional or different criteria, if and to the extent we so provide on the applicable Site(s). If you receive a refund for a Product, you will have no further right to use that Product. We will have the sole discretion to determine whether you satisfy the eligibility criteria for a refund. For the avoidance of doubt, unless you are eligible to receive a refund, as provided herein, your obligation to continue to make all monthly payments with respect to a purchase shall remain in effect, notwithstanding the cancellation or termination of the applicable licence for such Product. Your statutory rights are unaffected.

6. Your conduct

6.1. You agree that you will not:

6.1.1. use the Services in a manner that (a) violates any applicable international, national or local laws, regulations, rules, ordinances, statutes, requirements, codes or orders of any governmental or judicial authorities; (b) is fraudulent, deceptive or misleading; (c) is threatening, harassing, discriminatory, libellous, defamatory, pornographic or obscene; (d) violates anyone's rights of privacy, publicity or other rights; (e) violates any contractual or fiduciary obligations; (f) infringes on any copyrights, trademarks, service marks, trade secrets, patents or other intellectual property rights (collectively, "Intellectual Property Rights"); (g) has an adverse effect on our business, reputation or ability to provide Services; or (h) would otherwise be reasonably deemed objectionable under the circumstances;

6.1.2. violate any program guidelines applicable to use of particular Products or interfere with, impair or disrupt the ability of others to use such Products;

6.1.3. use the Services so as to impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with a person or entity or provide inaccurate information;

6.1.4. violate or attempt to violate the security of the Services;

6.1.5. reverse engineer, decompile or disassemble any portion of the Services;

6.1.6. "scrape" information from the Services by automated means;

6.1.7. interfere with the ability of others or permit any unauthorised access to or use of any Products that you have licensed or to any password applicable to your account for the Services;

6.1.8. use, redistribute or resell any of the Products or other content of the Services, other than such unremunerated sharing via social media as may be authorised on the Services or otherwise in writing by us; or

6.1.9. reproduce, modify, display, distribute, sell, re-sell, distribute, publish, disclose, videotape, share, divulge, transfer, exploit or create derivative works from any of the Services, including any Products, in whole or in part, except as expressly provided in these Terms.

7. Consumer cancellation rights. Refunds if you cancel your order

7.1. This clause 7 only applies to you if you are a consumer.

7.2. You have the right to change your mind and cancel your order for services or digital content within 14 days of receiving your order confirmation email.

7.3. We will not provide any services during the 14-day cancellation period unless you request for us to do so by ticking the relevant box when you place your order. We are under no obligation to accept your request.

7.4. If you exercise your cancellation right under clause 7, we will provide you with a refund as soon as possible.

7.5. Your refund will be subject to the following deductions: if services have been provided during the 14-day cancellation period at your request, we will make deductions from any refund due to you for the services we provided up to the time that you told us that you want to cancel.

7.6. We will issue your refund to the same payment method you used when you placed your order.

8. Faulty services or digital content – consumers

8.1. This clause 8 only applies to you if you are a consumer.

8.2. If a service is not carried out with reasonable care and skill, you can ask us to repeat the service or to fix it, or get some money back if we cannot fix it.

8.3. This is a summary of some of your key rights. For more detailed information on your rights, visit the Citizens Advice website at www.citizensadvice.org.uk or call 0808 223 1133.

9. Faulty services or digital content – business customers

9.1. This clause 9 only applies to you if you are a business customer.

9.2. We warrant that any services you purchase will:

9.2.1. be performed with reasonable care and skill within the meaning of section 13 of the Sale of Goods and Services Act 1982; and

9.2.2. be free from material defects at the time the services are completed.

9.3. Subject to you complying with your obligations under clause 9.4, we will remedy, re-perform or refund any services that do not comply with clause 9.2.

9.4. If there is a breach of clause 9.2, you must notify us by email to team@breenassociates.co.uk within the relevant period as follows: in respect of a breach of clause 9.2, within 7 (seven) calendar days from the date that the services are completed.

9.5. Clause 9.3 sets out your sole and exclusive remedy for any breach of clause 9.2.

9.6. Except as set out in this clause 9, we give no warranties and make no representations in relation to the services or digital content, and all warranties and conditions (including the conditions implied by sections 13–15 of the Sale of Goods Act 1979 and sections 12–16 of the Supply of Goods and Services Act 1982, and any implied terms relating to the ability to achieve a particular result), whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

10. Our liability to consumers and business consumers

10.1. This clause 10 only applies to you if you are a consumer or business consumer.

10.2. If we breach these terms or are negligent, we are liable to you for foreseeable loss or damage that you suffer as a result. By 'foreseeable' we mean that, at the time the contract was made, it was either clear that such loss or damage would occur or you and we both knew that it might reasonably occur, as a result of something we did (or failed to do).

10.3. We are not liable to you for any loss or damage that was not foreseeable, any loss or damage not caused by our breach or negligence, or any business loss or damage.

10.4. Nothing in these terms excludes or limits our liability for any death or personal injury caused by our negligence, liability for fraud or fraudulent misrepresentation, or any other liability that the law does not allow us to exclude or limit.

11. Registration and password security

11.1. Use of the Sites may require registration, particularly in order to access restricted areas of the Sites.

11.2. We are not obliged to permit anyone to register with the Sites and we may refuse, terminate or suspend registration to anyone at any time.

11.3. You are responsible for making sure that your password and any other account details are kept secure and confidential.

11.4. If we have reason to believe there is likely to be a breach of security or misuse of the Sites through your account or the use of your password, we may notify you and require you to change your password, or we may suspend or terminate your account.

11.5. Any personal information you provide to us as part of the registration process will be processed in accordance with our Privacy Policy available at www.breenassociates.co.uk/Privacy-Policy.

12. Your content and licence

12.1. We may provide the opportunity for you to provide content or materials ("Your Content") by means of the Services, including by commenting on blog posts, by communicating with us directly or through other forums. You grant to us and our affiliates a non-exclusive, perpetual, irrevocable, royalty-free, worldwide, assignable, transferrable, right and licence to reproduce, display, perform, transmit, modify, publish, create derivative works from and otherwise use Your Content in any formats or media now known or hereafter devised, in connection with our provision or promotion of information products or services.

12.2. We will use reasonable efforts to:

12.2.1. delete accounts which are being used in an inappropriate manner or in breach of these Terms; and

12.2.2. identify and remove any content that is inappropriate, defamatory or infringes intellectual property rights,

when we are notified, but we cannot be responsible if you have failed to provide us with the relevant information.

12.3. If you believe that any content which is distributed or published by the Sites is inappropriate, defamatory or infringing on intellectual property rights, you should contact us immediately.

13. Your privacy and personal information

13.1. Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy available at www.breenassociates.co.uk/Privacy-Policy, which, among other things, explains what personal

information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities in the event you have a query or complaint about the use of your personal information.

14. Ownership, use and intellectual property rights

14.1. The intellectual property rights in the Sites and in any text, images, video, audio or other multimedia content, software or other information or material submitted to or accessible from the Sites (the "Content") are owned by us and our licensors.

14.2. We and our licensors reserve all our intellectual property rights (including, but not limited to, all copyright, trademarks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind) whether registered or unregistered anywhere in the world. This means, for example, that we remain owners of them and are free to use them as we see fit.

14.3. As between you and us, we own the Services, including the Products, Content and any and all graphics, photographs, images, artwork, text, fonts, software and other technology, and the contents, design, layout, functions, appearance and other intellectual property, comprising the Services. The foregoing ownership rights include all Intellectual Property Rights inherent in or appurtenant to the Services. Without limitation of the foregoing, the Services contain proprietary material of APower 3, which is protected by copyright and other laws respecting proprietary rights. The Services are also protected by copyright as a collective work and/or compilation, pursuant to UK copyright laws, international conventions, and other copyright laws. APower 3 retains all rights in the Services, including all copyright and other proprietary rights worldwide in all media. You may not use the Services except as expressly permitted under these Terms.

14.4. Nothing in these Terms grants you any legal rights in the Sites or the Content other than as necessary for you to access it. You agree not to adjust, try to circumvent or delete any notices contained on the Sites or the Content (including any intellectual property notices) and in particular, in any digital rights or other security technology embedded or contained within the Sites or the Content.

15. Representations and Warranties

15.1. You represent and warrant:

15.1.1. that you own all Intellectual Property Rights in Your Content and have the right to provide Your Content via the Services for use as contemplated herein;

15.1.2. that you are at least eighteen (18) years old;

15.1.3. that Your Content does not contain any viruses, worms, malware, or other harmful code or components that could damage, interfere with, or otherwise adversely affect the operation of the Services or the systems of other users;

15.1.4. that providing Your Content and using the Services will not breach any agreement, obligation, or restriction you are subject to, including but not limited to any confidentiality agreements or other contractual commitments;

15.1.5. that all information provided by you in connection with the Services is true, accurate, and complete to the best of your knowledge.

15.1.6. that Your Content complies with all applicable laws, regulations, and third-party rights, including but not limited to intellectual property laws, privacy laws, and content regulations.

16. Limitation of Liability

16.1. You assume all responsibility and risk for your use of the Services. The Services, including any Products, are provided "as is" without representations or warranties of any kind, either express or implied, including warranties of title, non-infringement, or implied warranties of merchantability or fitness for a particular purpose.

16.2. While we make good faith efforts to include substantially accurate information in the Services, errors or omissions may occur. If we receive notice of errors or omissions, we will make reasonable efforts to correct them in due course; but we make no representations or warranties regarding the accuracy, completeness, performance, currency, or fitness for a particular purpose of the Services, that the Services will meet your requirements, or as to the results that will be derived from using any of the information included in the Services.

16.3. In no event shall APower 3 or its affiliates be liable for any indirect, punitive, incidental, special or consequential damages arising out of or in any way connected with your use of, delay in using, or inability to use the Services. Our liability for any direct damages shall be limited to the amount of fees you have paid for the Products giving rise to such liability. If this limitation of liability or the exclusion of warranty set forth above is held inapplicable or unenforceable for any reason, APower 3's maximum liability for any type of damages shall be limited to the lesser of (I) a refund of the amount paid for the Product at issue, or (ii) £50.

16.4. We will not be liable to you under or in connection with these Terms (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) for any of the following (whether direct or indirect):

16.4.1. Loss of profit;

16.4.2. Loss or corruption of data;

16.4.3. Loss or corruption of software or systems;

16.4.4. Loss or damage to equipment;

16.4.5. Loss of use;

16.4.6. Loss of opportunity;

16.4.7. Loss of savings, discount or rebate (whether actual or anticipated); or

16.4.8. Harm to reputation or loss of goodwill.

16.5. Nothing in these Terms will limit or exclude our liability for:

16.5.1. Death or personal injury caused by negligence;

16.5.2. Fraud or fraudulent misrepresentation; or

16.5.3. Any other losses which cannot be excluded or limited by law.

16.6. You assume all responsibilities and obligations with respect to any decisions, advice, conclusions or recommendations made or given as a result of the use of the Services, including without limitation any decision made or action taken by you in reliance upon the information and products. The Services shall not constitute or be construed as a recommendation, solicitation, offer or opinion by APower 3 or our affiliates, principals or content providers, for any financial transaction or the purchase of any financial instrument, including but not limited to securities, or any kind of investment. Past performance is no guarantee of future results.

16.7. You assume all responsibility and risk for your use of the Services. There is no guarantee that you will earn any money or achieve any particular results using the techniques and ideas provided in connection with the Services. All information provided in connection with the Services is intended for educational purposes only, for a general audience, and not as specific advice tailored for an individual or business. None of the information provided in connection with the Services shall be construed to constitute medical, psychological, financial or accounting, legal or other professional advice; we urge you to consult with an appropriate licensed professional if you seek any such advice.

16.8. We are not liable to you if we fail to comply with these Terms because of circumstances beyond our reasonable control.

17. Indemnity

17.1. You agree to indemnify, defend and hold harmless APower 3 and its affiliates, and all officers, directors, owners, agents, or licensors thereof (collectively, the “Indemnified Parties”) from and against any and all losses, damages, liabilities and costs, including reasonable legal fees, sustained by the Indemnified Parties in connection with any claim arising out of Your Content, your use of our Products, or any breach by you or any user of your account of these Terms. You shall cooperate as fully as reasonably required in the defence of any such claim. APower 3 reserves the right to assume the exclusive defence and control of any matter subject to indemnification by you.

18. Submitting information to the Sites

18.1. While we try to make sure that the Sites are secure, we do not actively monitor or check whether information supplied to us through the Sites is confidential, commercially sensitive or valuable.

18.2. Other than any personal information which will be dealt with in accordance with our Privacy Policy, we do not guarantee that information supplied to us through the Sites will be kept confidential and we may use it on an unrestricted and free-of-charge basis as we reasonably see fit.

19. Accuracy of information and availability of the Sites

19.1. We try to make sure that the Sites is accurate, up-to-date and free from bugs, but we cannot promise that it will be. Furthermore, we cannot promise that the Sites will be fit or suitable for any purpose. Any reliance that you may place on the information on the Sites is at your own risk.

19.2. We may suspend or terminate access or operation of the Sites at any time as we see fit.

19.3. Any Content is provided for your general information purposes only and to inform you about us and our products and news, features, services and other websites that may be of interest, but has not been tailored to your specific requirements or circumstances. It does not constitute technical, financial or

legal advice or any other type of advice and should not be relied on for any purposes. You should always use your own independent judgement when using our Sites and its Content.

19.4. While we try to make sure that the Sites are available for your use, we do not promise that the Sites will be available at all times or that your use of the Sites will be uninterrupted.

20. Hyperlinks and third party Sites

20.1. The Sites may contain hyperlinks or references to third party advertising and websites other than the Sites. Any such hyperlinks or references are provided for your convenience only. We have no control over third party advertising or websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party advertising or websites does not mean that we endorse that third party's websites, products or services. Your use of a third party Sites may be governed by the terms and conditions of that third-party Sites and is at your own risk.

21. No third party rights. Links

21.1. No one other than us or you has any right to enforce any of these Terms.

21.2. The Services may contain links to websites that we do not operate. We are not responsible for the content of any such websites, and you should direct any concerns regarding such websites to their respective site administrators or webmasters.

22. Variation

22.1. We reserve the right to vary these Terms from time to time. Our updated Terms will be displayed on the Sites and by continuing to use and access the Sites following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these Terms from time to time to verify such variations; however, (i) these changes will only become effective and binding with respect to you after we provide notice on the Sites that these Terms have changed and you first use any of the Services following the date of such posting, (ii) the changes will only apply with respect to your use of the Services after such changes become effective, and (iii) any change in payment obligations will only apply to your subsequent purchases on, or usage of, the Services. If at any time you find these Terms unacceptable and do not agree with them, you thereafter will have no right to use or access the Services.

23. Complaints

23.1. We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with us, please contact us as soon as possible using the contact details set out at the top of this page.

23.2. If a dispute cannot be resolved using our complaint handling procedure or you are unhappy with the outcome, you may want to use alternative dispute resolution (the "ADR"). ADR is a process for resolving disputes between you and us that does not involve going to court.

23.3. The laws of England and Wales apply to these Terms.

23.4. Any dispute arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the English courts. The Parties agree that the courts of England shall have exclusive jurisdiction to settle any dispute, and the Parties submit to the jurisdiction of such courts.

24. Miscellaneous

24.1. No joint venture, partnership, employment or agency relationship exists between you and APower 3 as a result of these Terms and/or your use of the Services. These Terms shall be effective as of the date accepted by you. These Terms represent the entire agreement between you and APower 3 with respect to the subject matter hereof, and supersede any and all prior understandings, statements or representations, whether electronic, oral or written, regarding the Services. APower 3 may assign these Terms at its discretion. You may not assign these Terms. No waiver of any obligation or right of either party shall be effective unless in writing, executed by the party against whom it is being enforced. In addition to money damages, APower 3 shall be entitled to seek equitable relief where appropriate if you breach any of these Terms. These Terms are severable and may be construed to the extent of their enforceability in light of the parties' mutual intent. The titles and subtitles in these Terms are used for convenience only and are not to be considered in construing it. All references herein to "including" and variations thereof shall be deemed to mean, "including, but not limited to." All references herein to "we," "our" or variations thereof shall be deemed to refer to APower 3. All references herein to "you," "your" or variations thereof shall be deemed to refer to you individually, if you are entering into these Terms on an individual basis, and to the corporation, partnership or other organisation or legal entity that you represent, if you are entering into these Terms on behalf of such organisation or entity. Notices to you required or permitted hereunder shall be made to you at the most recent email address on file with APower 3. Notices to us shall be sent by email to team@breenassociates.co.uk