

## TERMS & CONDITIONS

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Although The Company attempts to ensure the integrity and accurateness of the Site, it makes no guarantees whatsoever as to the correctness or accuracy of the Site. It is possible that the Site could include inaccuracies or errors, and that unauthorized additions, deletions and alterations could be made to the Site by third parties. If an inaccuracy arises, please inform The Company so that it can be corrected. Information contained on the Site may be changed or updated without notice. You acknowledge that martial arts are physically demanding and potentially dangerous and assume all risk associated with such activities, including without limitation any use of the materials of the Site viewed or used by you, and warrant that you are in good physical condition and have no known medical conditions which would impact or preclude your full utilisation of the Site or place you at special risk of injury. You, on your own behalf and that of any assignees, successors, heirs, partners, spouses or any others taking by or through you hereby release and holds harmless, Owen Livesey Grappling Academy and their agents, legal representatives, owners, employees, independent contractors, co-venturers, partners, services providers, licensees, assigns, advertisers, sponsors and all others acting by or through them from and against any and all claims including any claims for property damage or personal injury to you including death or dismemberment which you may have for any liability arising from, connected to or

associated with or relating in any way to the Site, Site-Related Services, content or information contained within the Site, and/or any hyperlinked website, whether such liability sounds in tort, contract, statute or otherwise.

#### 4. Confidential and Proprietary Information

The Company does not want to receive confidential or proprietary information from you through the Site. Please note that any information or material sent to us through the Site will be deemed NOT to be confidential. By sending any information or material, you grant The Company an unrestricted, irrevocable, world-wide, royalty free license to use, reproduce, display, perform, modify, transmit, and distribute those materials or information, and you also agree that The Company is free to use your likeness, name, any ideas, concepts, know-how, or techniques that you send us for any purpose.

#### 5. Links or Pointers to Other Sites

The Company makes no representations whatsoever about any other website that you may access through this Site. When you access a non-Company Website, please understand that it is independent from The Company and that it has no control over the content on that Website. In addition, a hyperlink to a non-Company Website does not mean that The Company endorses or accepts any responsibility for the content, or the use, of the linked site. It is up to you to take precautions to ensure that whatever you select for your use or download is free of such items as viruses, worms, trojan horses, and other items of a destructive nature.

#### 6. Entire Agreement

These Terms and Conditions along with any other written policies set forth on the Site (including without limitation the Privacy Policy) constitute the entire agreement between The Company and you pertaining to the subject matter of this Agreement. In its sole discretion, The Company may modify these Terms and Conditions by posting the revised version on this Site and you agree that each visit by you to this Site is a new transaction governed by the terms of use linked on this Site at that time.

#### 7. No Unlawful or Prohibited Purpose

As a condition of your use of this Site, you warrant to The Company that you will not use the Site for any purpose that is unlawful or prohibited by these Terms and Conditions.

#### 8. Consent to be Contacted

When you use the Site, or make telephone calls to the Company, send e-mails, text messages, and other communications from your desktop, mobile device, or land-based telephone to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you in a variety of ways, such as by e-mail, telephone, text, or by posting notices and messages on this site or through other services. You agree and consent that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing, and hereby consent to receiving such communications from the Company for purposes of all applicable laws.

#### 9. Free Trial Period

Owen Livesey Grappling Academy may offer a free-trial period during which you can try out the Online Academy for a specified period without pre-paying in advance. The duration of this free-trial period will be advertised on the relevant membership or sign-up page of the Owen Livesey Grappling Academy. If you participate in the Free Trial Period associated with the Monthly Subscription option, you must cancel your subscription before the end of the period to avoid incurring any charges. If you do not cancel your subscription before the Free Trial Period expires, you authorise us to charge your credit card the full cost of the monthly

subscription plan. Your subscription will then automatically renew and continue month-to-month unless and until you cancel your subscription plan, or we terminate it due to failure to charge your card. You will not receive a notice from Owen Livesey Grappling Academy that your Free Trial Period is about to end or has ended.

#### 10. Payment Terms

Owen Livesey Grappling Academy offers a range of subscription options, including, without limitation, a monthly plan, yearly plan, and lifetime plan. As an express condition of your use of and access to the Owen Livesey Grappling Academy service, you agree to pay all fees applicable to your subscription plan, any other fees for additional services you may purchase, and any applicable taxes in connection with your use of Owen Livesey Grappling Academy service. To view the specific details of your plan, including pricing information, visit the Owen Livesey Grappling Academy Website, login, and click "Account". All subscription options are automatically recurring. By submitting your initial payment, you agree to these recurring charges, which will be charged to the payment option provided until you cancel your subscription plan.

#### 11. Account Cancellation

The only valid method for cancelling your subscription plan is via the cancellation link provided in your "Account" page, accessible after logging into the Owen Livesey Grappling Academy. Requests to cancel via email, phone, or the message form are not considered and will not accomplish cancellation. If you cancel your plan before the end of your current pre-paid period, you will not be charged again for your plan beginning with the next billing cycle. If you cancel your subscription plan, you will immediately lose all access to the Owen Livesey Grappling Academy and forfeit access to the site for the remaining period of your pre-paid period. If you have not manually cancelled your subscription plan, and we are unable to charge you for your recurring payment, your account will be cancelled, and you will no longer have access to the Owen Livesey Grappling Academy. We are under no obligation to notify you prior to or when your account is cancelled.

#### 12. Refunds and Disputed Charges

The fees for your subscription plan are billed in advance, are non-refundable, and automatically renew on a monthly or yearly basis, as specified in your plan. Disputed charges and refund requests will be reviewed by Owen Livesey Grappling Academy staff and will only be issued if it is determined that there was an error or fault on the part of our website or payment gateway. All appropriate documentation concerning the issue will need to be provided by the subscriber.

## **PRIVACY POLICY**

This Privacy Policy discloses the privacy practices for the website of Owen Livesey Grappling Academy (the "Company") and various related services (together referred to as the "site"). Please read the information below to learn the following regarding your use of this site:

1. What information do we collect from you?
2. Where do we collect information from you and how do we use it?
3. With whom do we share your information?
4. How can you update, correct, or delete your Personally Identifiable Information?
5. What are your choices regarding collection, use and distribution of your information?
6. What security precautions are in place to protect against the loss, misuse, or alteration of your information?
7. Do we use "cookies"?
8. What should you know about privacy policies and data collection at any third-party sites accessible from our site?
9. What else should you know about your privacy online?

You acknowledge that this Privacy Policy is part of our Site Terms of Use, and by accessing or using our site, you agree to be bound by all its terms and conditions. If you do not agree to these terms, please do not access, or use this site.

We reserve the right to change this Privacy Policy at any time. Such changes, modifications, additions, or deletions shall be effective immediately upon notice thereof, which may be given by means including, but not limited to issuing an e-mail to the e-mail address listed by registered users and posting the revised Policy on this page. You acknowledge and agree that it is your responsibility to maintain a valid e-mail address as a registered user, review this site and this Policy periodically and to be aware of any modifications. Your continued use of the site after such modifications will constitute your: (a) acknowledgment of the modified Policy; and (b) agreement to abide and be bound by the modified Policy.

#### 1. What information do we collect from you?

To better provide you with our numerous services, we collect two types of information about our users: Personally Identifiable Information and Non-Personally Identifiable Information. Our primary goal in collecting information from you is to provide you with a smooth, efficient, and customiSed experience while using our site.

**Personally Identifiable Information:** This refers to information that lets us know the specifics of who you are. When you engage in certain activities on this site, such as filling out an enquiry form, registering for a membership, ordering a product or service, purchasing admissions for events, or joining online events, filling out a survey, or sending us feedback, we may ask you to provide certain information about yourself by filling out and submitting an online form. It is completely optional for you to engage in these activities. If you elect to engage in these activities, however, we may ask that you provide us personal information, such as your first and last name, mailing address (including post or zip code), e-mail address, employer, job title and department, telephone numbers, and other personal identifying information. When ordering products or services on the site, you may be asked to provide a credit card number. Depending upon the activity, some of the information we ask you to provide is identified as mandatory and some as voluntary. If you do not provide the mandatory data with respect to a particular activity, you will not be able to engage in that activity.

**Non-Personally Identifiable Information:** This refers to information that does not by itself identify a specific individual. We gather certain information about you based upon where you visit on our site in several ways. This information is compiled and analysed on both a personal and an aggregated basis. This information may include the Web site's Uniform Resource Locator ("URL") that you just came from, which URL you go to next, what browser you are using, and your Internet Protocol ("IP") address. A URL is the global address of documents and other resources on the World Wide Web. An IP address is an identifier for a computer or device on a Transmission Control Protocol/Internet Protocol ("TCP/IP") network, such as the World Wide Web. Networks like the Web use the TCP/IP protocol to route information based on the IP address of the destination. In other words, an IP address is a number that is automatically assigned to your computer whenever you are surfing the web, allowing web servers to locate and identify your computer. Computers require IP addresses for users to communicate on the Internet.

#### 2. Where do we collect information from you and how do we use it?

We do not collect any Personally Identifiable Information about you unless you voluntarily provide it to us. You provide certain Personally Identifiable Information to us when you:

- (a) register for our services and register your e-mail address with us;
- (b) sign up for special offers from selected third parties;
- (c) send e-mail messages, submit forms, or transmit other information by telephone or letter; or
- (d) submit your credit card or other payment information when ordering and purchasing products and services on our site.

We may also collect information from you at other points on our site that state that such

information is being collected. In addition, we may also collect, or our third-party ad server and/or content server may collect, certain Non-Personally Identifiable Information. This information is ultimately stored in the form of store categories, and, in some cases, specific URLs. We use your IP address to diagnose problems with our servers and software, to administer our site and to gather demographic information. Our third-party ad servers will also provide us with summary, but not individual, reports that will tell us how many ads were presented and clicked upon at our site.

We will primarily use your Personally Identifiable Information to provide our services to you, as required by our agreements with you. We will also use Personally Identifiable Information to enhance the operation of our site, fill orders, improve our marketing and promotional efforts, statistically analyse site use, improve our product and service offerings, and customize our site's content, layout, and services. We may use Personally Identifiable Information to deliver information to you and to contact you regarding administrative notices. We may also use Personally Identifiable Information to resolve disputes, troubleshoot problems and enforce our agreements with you, including our Site Terms of Use, Sales Terms and Conditions, and this Privacy Policy.

When you use the Site, or make telephone calls to the Company, send e-mails, text messages, and other communications from your desktop, mobile device, or land-based telephone to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you in a variety of ways, such as by e-mail, telephone, text, or by posting notices and messages on this site or through other services. You agree and consent that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing, and hereby consent to receiving such communications from the Company for purposes of all applicable laws.

### 3. With whom do we share your information?

We do not sell, trade, or rent your Personally Identifiable Information to others. We do provide some of our services through contractual arrangements with affiliates, services providers, partners and other third parties. We and our service partners use your Personally Identifiable Information to operate our sites and to deliver their services. For example, we must release your credit card information to the card-issuing bank to confirm payment for products and services purchased on this site; release your address information to the delivery service to deliver products that you ordered; and provide order information to third parties that help us provide customer service.

We will encourage our service partners to adopt and post privacy policies. However, the use of your Personally Identifiable Information by our service partners is governed by the privacy policies of those service partners and is not subject to our control. Occasionally we may be required by law enforcement or judicial authorities to provide Personally Identifiable Information to the appropriate governmental authorities. We will disclose Personally Identifiable Information upon receipt of a court order, subpoena, or to cooperate with a law enforcement investigation. We fully cooperate with law enforcement agencies in identifying those who use our services for illegal activities. We reserve the right to report to law enforcement agencies any activities that we in good faith believe to be unlawful. We may also provide Non-Personally Identifiable Information about our customers' sales, traffic patterns, and related site information to third party advertisers, but these statistics do not include any Personally Identifiable Information.

### 4. How can you update or correct your Personally Identifiable Information?

We believe you should have the ability to access and edit the Personally Identifiable Information that you have provided to us. You may change any of your Personally Identifiable Information in your account online at any time by linking to your account in accordance with instructions posted elsewhere on this site. You may also access and correct your personal information and privacy preferences by writing us at:

Owen Livesey Grappling Academy, 32 Malm Street, Hull, HU3 2TF

Please include your name, address, and/or e-mail address when you contact us. We encourage you to promptly update your Personally Identifiable Information if it changes. You may ask to have the information on your account deleted or removed; however, because we keep track of past transactions, you cannot delete information associated with past transactions on this site. In addition, it may be impossible to completely delete your information without some residual information because of backups.

5. What are your choices regarding collection, use, and distribution of your information?

We may, from time to time, send you e-mail regarding our products and services. In addition, if you indicated upon registration that you are interested in receiving offers or information from us and our partners, we may occasionally send you direct mail about products and services that we feel may be of interest to you. Only the Company (or agents working on behalf of The Company) will send you these direct mailings and only if you indicated that you do not object to these offers. If you do not want to receive such mailings, simply tell us when you give us your personal information. Or, at any time you can easily edit your account information to no longer receive such offers and mailings.

You also have choices with respect to cookies, as described below. By modifying your browser preferences, you have the choice to accept all cookies, to be notified when a cookie is set, or to reject all cookies. If you choose to reject all cookies some parts of our site may not work properly in your case.

6. What security precautions are in place to protect against the loss, misuse, or alteration of your information?

The importance of security for all Personally Identifiable Information associated with our user is of utmost concern to us. Your Personally Identifiable Information is protected in several ways. Access by you to your Personally Identifiable Information is available through a password and unique customer ID selected by you. This password is encrypted. We recommend that you do not divulge your password to anyone. In addition, your Personally Identifiable Information resides on a secure server that only selected personnel and contractors have access to via password. We encrypt your Personally Identifiable Information and thereby prevent unauthorised parties from viewing such information when it is transmitted to us.

Personal information that you provide that is not Personally Identifiable Information also resides on a secure server and is only accessible via password. Since this information is not accessible from outside the Company you will not be asked to select a password to view or modify such information.

To serve you most efficiently, credit card transactions and order fulfilment are handled by established third party banking, processing agents and distribution institutions. They receive the information needed to verify and authorize your credit card or other payment information and to process and ship your order.

Unfortunately, no data transmission over the Internet or any wireless network can be guaranteed to be 100% secure. As a result, while we strive to protect your Personally Identifiable Information, you acknowledge that: (a) there are security and privacy limitations of the Internet which are beyond our control; (b) the security, integrity and privacy of any and all information and data exchanged between you and us through this site cannot be guaranteed; and (c) any such information and data may be viewed or tampered with in transit by a third party.

7. Do we use "cookies"?

When you use our site, we will store cookies on your computer to facilitate and customise your use of our site. A cookie is a small data text file, which a Web site stores on your computer's hard drive (if your Web browser permits) that can later be retrieved to identify you to us. Our cookies store randomly assigned user identification numbers, the country where you are located, and your first name to welcome you back to our site. The cookies make your use of the site easier, make the site run more smoothly and help us to maintain a secure site. You are

always free to decline our cookies if your browser permits, but some parts of our site may not work properly in that case.

We may use an outside ad serving company to display banner advertisements on our site. As part of their service, they will place a separate cookie on your computer. We will not provide any third-party ad server with any of your Personally Identifiable Information or information about your purchases. We and our third-party ad server will collect and use Non-Personally Identifiable Information about you, such as your IP address, browser type, the server your computer is logged onto, the area code and zip code associated with your server and whether you responded to a particular ad. Other advertisers may also place banner ads on our site in the same manner as above, but we will not disclose any Personally Identifiable Information to them.

8. What should you know about privacy policies and data collection at any third-party sites accessible from our site?

Except as otherwise discussed in this Privacy Policy, this document only addresses the use and disclosure of information we collect from you. Other sites accessible through our site have their own privacy policies and data collection, use and disclosure practices. Please consult each site's privacy policy. We are not responsible for the policies or practices of third parties. Additionally, other companies which place advertising on our site may collect information about you when you view or click on their advertising using cookies. We cannot control this collection of information. You should contact these advertisers directly if you have any questions about their use of the information that they collect.

9. What else should you know about your privacy online?

You should also be aware that when Personally Identifiable Information is voluntarily disclosed (i.e. your name, e-mail address, etc.) in the discussion forums or other public areas on this site, that information, along with any information disclosed in your communication, can be collected and used by third parties and may result in unsolicited messages from third parties. Such activities are beyond our control and this Policy does not apply to such information. Any submissions to chat rooms or other public areas on this site are accepted with the understanding that they are accessible to all third parties. If you do not want your comments to be viewed by third parties, you are advised not to make any submissions. Ultimately, you are solely responsible for maintaining the secrecy of your password and/or account information. Please be careful and responsible whenever you're online.

If you have any questions about this Privacy Policy, the practices of this site, or your dealings with this site, please contact us by sending a letter to: Owen Livesey Grappling Academy, 32 Malm Street, Hull, HU3 2TF

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