

Privacy Pros Academy Standard

Terms and Conditions

1. These terms apply to both our paid Programs and complimentary offerings, such as free training, webinars, podcasts, membership, resources and templates, with the exception of clauses related to payment. Whenever we mention 'Program' within these terms, it encompasses not only our paid programs but also our free training, webinars, podcasts, membership, resources and templates.

2. Application of terms and conditions

2.1. These Terms apply to all materials and resources offered within our Privacy Pros Academy, including but not limited to the DPIA Mastery Program, the Privacy Pros Accelerator Program, the GDPR Mastery Program, the CIPP/E Mastery Program, and our various memberships such as the Privacy Pros membership and the Privacy Pros Mastermind membership. These Terms also cover any other programs, memberships, courses, and materials related to the Privacy Pros Academy or provided by Jamal Ahmed or his team at Kazient Limited, located at Aldgate Tower, 2 Leaman Street, London, E1 8FA, United Kingdom (referred to as 'we' or 'us').

2.2 By registering to participate in or use our Program, you agree to the following Terms. These Terms take precedence over any conflicting terms or conditions found elsewhere or implied by law, trade custom, practice, or course of dealing. The agreement between us (referred to as 'we' or 'us') and you, the individual or entity registering to participate in the Program ('you'), which is governed by these Terms ('Contract'), begins upon your purchase of the Program and remains in effect until terminated in accordance with these Terms.

2.3. These Terms should be read alongside our Website Terms of Use, Privacy Notice, and Acceptable Use Policy, all of which are available on our website(s) ('site'). We encourage

you to familiarise yourself with these documents for a comprehensive understanding of our policies and practices (“**site**”).

2.4. Any content you publish, post or submit on our site, membership platforms, or within our Privacy Pros Academy Facebook Group, our Skool groups, or any other groups or community forums during the Program must adhere to our Acceptable Use Policy.

2.5. If you are a corporate entity, 'you' as mentioned in these Terms also encompasses your officers and employees. It is your responsibility to ensure that all your officers and employees fully comply with these Terms.

3. Program

3.1. The online materials used in the Program are stored on secure third-party servers. While we have taken all reasonable steps to ensure continuous availability of the online content throughout the Program, we cannot guarantee uninterrupted access. In the event that any content, including that added by you or other participants, becomes unavailable, corrupted, deleted, or fails to be stored, we shall not be liable under any circumstances.

3.2. You agree to keep your user details and site password confidential at all times and not to share them with any third party. If you become aware of any unauthorised use of your account, please notify us immediately. You also agree to indemnify us against any claims, damages, losses, costs, or expenses (including professional fees) arising from unauthorised use of your account.

3.3 The Program does not constitute legal advice, and we are not acting as your solicitors. Our role is to provide training and guidance only. We are unable to offer legal advice as part of the Program. Unless expressly stated otherwise, our assistance with the template documents is limited to technical support, such as helping with downloading or viewing issues.

3.4 The guides, information, template documents, training, and all other materials provided as part of the Program are based on English law only and may not be applicable to other legal jurisdictions.

3.5 In certain situations, we may need to change how the Program is delivered. For example, if the Program was initially advertised as an in-person event, it may be moved to an online format. Sometimes we may have to change the initially advertised dates of the Program. Similarly, if the Program was advertised as being delivered live, recordings may be used instead if deemed necessary. Please note that no refunds will be provided in relation to these changes.

3.6 The services provided in our memberships, which include access to Jamal Ahmed and other experts, consist of legal and business strategy consultancy and training. It's important to note that these services do not include legal advice, tax advice, financial advice, medical advice or any other form of regulated activity.

3.7 If the purchase of the Program includes (whether as a bonus or not) the review or drafting of any legal documents, please note that this does not constitute legal advice, and we do not accept liability in relation to such services (except where prohibited by law). We will review or draft documents based on questionnaires and information completed by you, and you warrant that all information provided is accurate, complete, and up to date. We are not obligated to keep these documents updated for changes in law, regulations, case law, or guidance. If we're unable to draft or review a document for you (for instance, if your business isn't based in the UK or if we lack templates for your specific business type), and this service was provided as a bonus or part of a bonus for another purchase, you won't be eligible for a refund. However, if the drafting or review was a paid element of the Program and we're unable to provide it, we'll refund you a percentage of the Program fee to reflect this.

3.8 For memberships offering unlimited direct access to Jamal Ahmed or other experts via platforms like Skool or WhatsApp, this access will be subject to fair use. We reserve the right to terminate memberships if we reasonably believe fair use is being exceeded. Under the Elite Membership level, certain documents will be reviewed, but not necessarily entire documents. For drafting of documents, a separate quote will be provided. As part of the Elite membership, we provide strategic guidance and counselling on employment negotiation. However, direct negotiation with third parties is not included, and applicable hourly rates would apply for such services.

3.9 If we agree on a scheduled one-to-one call and you fail to attend on time, we are not obligated to reschedule the session or provide a refund.

3.10 If any service includes a legal review, it is limited to ensuring that our template documents have been completed accurately and does not constitute legal advice.

4. Payment

4.1. The total price for the Program is as listed on the order form. You can make payments through the methods specified on the order form. If payments are scheduled in instalments or are recurring, you agree that we may process these payments automatically without requiring further consent or notice from you..

4.2. For all orders except the Privacy Pros Mastermind membership, if your order is for a specified number of months of membership, your membership will expire (and the Contract will terminate) on the date that falls that number of months after the payment date. However, if a minimum term is specified, you may not cancel before the minimum term expires, and your membership will continue until you provide notice to cancel in accordance with these terms.

If your membership is for a fixed term and you wish to continue accessing the materials, you must renew your membership as instructed on our site or via email.

4.3 In relation to Elite membership you may not serve notice to cancel your membership until a minimum term of 12 months from the date of your initial payment has expired, after which you may terminate on 1 month's notice. During this initial term, you remain fully committed to paying the monthly membership fee. If your membership is for any other membership, then where this is paid on a monthly basis, the subscription shall renew for a further 12 months unless you advise us of your wish to cancel at least 3 months prior to the expiry of the current subscription. In relation to any order you will not be provided with any refund for payments that have already been made. You may not rejoin any membership within 6 months of having cancelled your membership and if you do rejoin after that period of time, you will pay the then current monthly price for the membership.

4.4. If any payment under these terms is not made within 7 days of the due date, we reserve the right to: (i) charge interest on the outstanding sum at an annual rate of 4% above the base lending rate of the Bank of England, accruing daily and compounded quarterly until

payment is made (whether before or after any court judgement), and you must pay the interest immediately upon our request; and (ii) suspend access to the Program until payment is received or the Contract is terminated.

4.5. The total price advertised does not include Value Added Tax (VAT), which will be added at the applicable rate where necessary.

4.6. If we offer a £1 trial for the first 30 days of membership, you will automatically be charged the non-offer price as stated on the order form on the day following the 30th day after you signed up for the membership. This charge will continue for a minimum period of 12 months, unless you provide written notice of cancellation by emailing support@privacypros.academy at least 7 days before the trial membership expires.

4.7. For Elite membership, there is a minimum term of 6 months. After this period, the membership may be cancelled with 30 days' written notice.

4.8. All payments are non-refundable other than as set out in paragraph 7.3 below.

5. Our obligations

5.1. We assure you that the Program and Program materials purchased from us or through our site are of satisfactory quality and reasonably fit for the purpose for which the Program is provided.

5.2. Except as stated in paragraph 5.1 above, all warranties and representations are excluded to the fullest extent permitted by law. Considering the nature of coaching and mentoring, and acknowledging that success depends on various factors beyond our control, we cannot guarantee specific results.

5.3. We strive to provide accurate and up-to-date information, but we cannot be held liable for any claims arising from inaccuracies or outdated information.

5.4. You acknowledge and agree that we will process your personal data as part of providing the Program to you, in accordance with our Privacy Notice.

6. Intellectual Property

6.1. We own or hold the licences for all Intellectual Property Rights and other rights in the Program and its content. Nothing in these Terms or otherwise transfers the ownership of Intellectual Property Rights in the Program or its content to you or any other person.

6.2. You are not permitted to copy, reproduce, publish, share, sell, dispose of, or otherwise make available to a third party any of the content or materials contained in the Program.

6.3. We grant you a limited, non-exclusive, non-transferable, and revocable licence to use the content of the Program solely for the purposes for which the Program was provided, for the duration of your membership. This means you must not use any content of the Program, including personalised template legal documents, once your membership ends, and you must seek alternative options.

6.4. Except as stated in paragraph 6.3, you are not permitted to use any of our intellectual property rights unless duly licensed. Our logo may not be used without our prior written consent.

6.5. You are not permitted to make any audio or visual recordings (including but not limited to screenshots) of any part of our Program without our prior written consent.

6.6. We may record the Program while you attend. By participating, you authorise us to use your image and voice in these recordings without requiring further consent, payment, or any other condition.

6.7. You acknowledge that certain information contained in the Program is already publicly available.

6.8. You are not allowed to sell or promote products or services to other participants in the Program without our prior written permission.

6.9. The terms of this paragraph 6 will remain in effect even after termination of the Contract.

7. Term and termination

7.1. The Contract will remain in effect until your membership expires, except for the Terms explicitly stated to continue after termination, which will survive.

7.2. Unless there's a minimum term preventing cancellation, you can terminate your membership and the Contract by emailing us at support@privacypros.academy. Refunds will not be provided, except as stated in paragraph 7.3 below. If you have set up recurring payments, it's your responsibility to cancel them. **Note that if you have a payment plan, all outstanding amounts will still be due.**

7.3 You have the option to terminate your membership and the Contract, requesting a full refund of any amount paid for the Program, by emailing us at support@privacypros.academy before the date 365 days after the initial payment. In your email, clearly state your wish to terminate and explain why you believe the Program hasn't helped you meet its stated objectives. If we agree (acting reasonably) that the Program's defects, rather than your actions, inactions (please note you will have to have completed the program and posted your key takeaways from each lesson on Skool), or personal attributes, prevent you from meeting its objectives, we will issue a full refund.

7.4. Notwithstanding the provisions of paragraph 7.1 or 7.2, either party may terminate the Contract immediately by written notice to the other party, without any obligation to provide a refund or incur any liability, in the following circumstances:

7.4.1. The other party commits a serious or repeated breach or non-observance of any of the provisions of these Terms; or

7.4.2. The other party: (i) initiates winding up proceedings, (ii) arranges a settlement with creditors, (iii) seeks protection from creditors through court, (iv) is unable to pay debts, (v) ceases trading or faces administration, winding-up, or receivership, (vi) is declared bankrupt, or (vii) is convicted of a custodial offence (excluding road traffic offences).; or

7.4.3. The other party engages in fraud or dishonesty, or behaves in a manner that, in the opinion of the terminating party, brings or is likely to bring the terminating party into

disrepute, or is materially adverse to the interests of the terminating party, or disrupts the smooth running of the Program, or behaves unprofessionally.

7.5. Upon termination of the Contract, you must promptly pay any outstanding fees or sums due under these Terms, including any remaining instalments regardless of when the Contract is terminated.

7.6. Termination of this agreement will not affect our accrued rights, remedies, obligations, and liabilities as of the date of termination, including the right to claim damages for any breach of the Contract that occurred before or at the date of termination.

7.7. Our delay in exercising the right to terminate the Contract does not waive our right to terminate or seek any other remedy.

7.8. Paragraphs that have effect after termination of the Contract will remain in full force and effect after the termination date.

7.9. This paragraph 7 will remain in effect even after termination of the Contract.

7.10. If the Contract expires, it will be considered a termination for the purposes of all paragraphs that refer to 'termination'.

8. Liability

8.1. We will not be liable for any loss of profits, loss of business, depletion of goodwill, loss of anticipated savings, loss of goods, loss of contract, loss of data or information, or any special, indirect, consequential, or pure economic loss, costs, damages, charges, or expenses incurred by you as a result of entering into the Contract or us providing the Program.

8.2. Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution, or otherwise arising in connection with the performance or contemplated performance of the Contract will always be limited to the price paid by you for the Program.

8.3. If we're unable to perform our obligations due to your actions or circumstances beyond our control (including the ill health of Jamal Ahmed or any of our employees or associates),

we won't be liable to you for any costs, charges, or losses incurred directly or indirectly as a result of such prevention or delay.

8.4. We won't be liable for additional costs incurred by you or any other liability resulting from changes in: (i) the Program, (ii) any other content, (iii) the mode of delivery of the Program, (iv) the location of venues, (v) the time and date of sessions, or (vi) trainers, instructors, or coaches.

8.5 We won't be liable under any circumstances for the guidance provided by guest experts or associates as part of the Program. Any claims related to such guidance must be made directly against the relevant guest expert or associate.

8.6. Nothing in this paragraph 8 or elsewhere in these terms will limit our liability for death or personal injury caused by our negligence, for our fraud or fraudulent misrepresentation, or for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

8.7. The provisions of this paragraph 8 will remain in effect even after termination of the Contract.

8.8. You acknowledge and agree that:

8.8.1. The Contract represents the entire agreement between us, superseding any prior arrangement, understanding, or agreement relating to the provision of the Program (which is considered terminated by mutual consent);

8.8.2. In entering into the Contract, you have not relied on any undertaking, promise, assurance, statement, representation, warranty, or understanding (whether written or verbal) from any person (whether party to the Contract or not) regarding the provision of the Program, except as expressly stated in the Contract.

9. General

9.1. By registering for our Program you confirm that:

9.1.1. You are legally capable of entering into binding contracts; and

9.1.2. You are at least 18 years old; and

9.1.3. That all information you provide us with is materially true, accurate at all times, and not misleading in any way.

9.2. You agree that communication with us will primarily be electronic. We will contact you via email or provide information by posting notices on our site. You consent to this electronic form of communication and acknowledge that all contracts, notices, information, and other communications provided to you electronically comply with any legal requirements for written communication. This condition does not affect your statutory rights.

9.3. We reserve the right to change these Terms (excluding the price for the Program) at our discretion. Your continued use of the Program indicates your acceptance of these changes.

9.4. The Contract is personal to you, and you may not assign, transfer, charge, subcontract, sublicense, or otherwise deal with any of your rights under the Contract.

9.5. We reserve the right to transfer, assign, charge, subcontract, or otherwise dispose of the Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

9.6. If we fail to insist on strict performance of any of your obligations under the Contract, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this will not constitute a waiver of such rights or remedies and will not release you from complying with such obligations. Our waiver of any default will not constitute a waiver of any subsequent default. Any waiver by us of any of these Terms will only be effective if it is expressly stated to be a waiver and is in writing.

9.7. If any of these Terms are determined by any competent authority to be invalid, unlawful, or unenforceable to any extent, that term, condition, or provision will be severed from the remaining terms, conditions, and provisions, which will continue to be valid to the fullest extent permitted by law.

9.8. Unless the context otherwise requires, references to one gender shall include references to the other gender.

9.9. The Program is delivered, provided, and made available in good faith. Remarkable results can be achieved by following the Program consistently. However, we cannot

guarantee any specific outcome(s) as your results will depend on your individual circumstances. You have the sole responsibility to commit to the Program and achieve any results and goals. You alone are responsible for applying the Program to your individual professional career.

9.10 You agree that you will not publicly, privately, or anonymously make any comment, oral or written, whether on any social media or not (which shall include but not be limited to Facebook, LinkedIn and/or Twitter) and/or take any action which disparages, defames, is derogatory or places any of our past and present officers, directors, employees and affiliates in a negative light. Any issues, complaints, difficulties and/or concerns you have should be raised directly with us by emailing support@privacypros.academy.

9.15 You agree not to solicit, pitch to, poach, recruit, approach, induce, or otherwise encourage any of our clients to purchase similar third-party products, programs, schemes, or services offered by us.

10. Data Protection

10.1 Both you and we will comply with all applicable requirements of relevant Privacy Legislation.

11. Third Party Rights

11.1. A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

11.2. The rights of the parties to terminate, rescind, or agree to any variation, waiver, or settlement under the Contract are not subject to the consent of any person who is not a party to the Contract.

12. Governing Law

12.1. The Contract and any dispute or claim arising out of or relating to it, its subject matter, or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with English law.

13. Jurisdiction

13.1 We each agree irrevocably that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract, its subject matter, or formation (including non-contractual disputes or claims).