

Terms and Conditions

Last updated: 17th May 2021

Please read these terms and conditions carefully before using Our Service.

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of these Terms and Conditions:

- **Affiliate** means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.
- **Country** refers to: England
- **Company** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Advanced Selling Skills Academy Ltd, Hollygarth, Main Street, Linton, West Yorkshire, LS22 4HT, UK
- **Feedback** means feedback, innovations or suggestions sent by You regarding the attributes, performance or features of our Service.
- **Orders** means a request by You to utilise the Service provided by Us.
- **Organiser Account** means a unique account created to provide access to the Service or parts of the Service in order to create and manage Sessions.
- **Participant** means an individual who uses the Service as a player, game master, assistant or teacher, or in any other role.
- **Service** refers to services provided by Us via the Website.
- **Session** refers to a session of Sales Pipeline Simulator provided via the Service.
- **Software** means any source code, object code or associated resources provided by Us for accessing the Service, whether through a web browser, app or any other interface.
- **Terms and Conditions** (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.

- **Third-party Social Media Service** means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.
- **Website** refers to the Sales Pipeline Simulator, accessible from <https://scotsmanpipelinesimulator.com>
- **You** means the individual accessing or using the Service, or the organisation on behalf of which such individual is accessing or using the Service, as applicable, either as an Organiser Account or as a Participant.

Acknowledgement

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Service.

You represent that You are over the age of 18 or if under the age of 18 that You have permission from a relevant individual over the age of 18 to use the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Service or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using the Service.

Creating Sessions within the Service

By creating a Session through the Service, You warrant that You are legally capable of entering into binding contracts.

Your Information

If You wish to create a Session through the Service, You may be asked to supply certain information relevant to Your Order including, without limitation, Your name,

Your email, Your telephone number, Your credit card number, the expiration date of Your credit card, and Your billing address.

You represent and warrant that: (i) You have the legal right to use any credit or debit card(s) or other payment method(s) in connection with any Order; and that (ii) the information You supply to us is true, correct and complete.

By submitting such information, You grant us the right to provide the information to payment processing third parties for purposes of facilitating the completion of Your Order.

Order Cancellation

We reserve the right to refuse or cancel Your Order at any time for certain reasons including but not limited to:

- Service availability
- Errors in Your Order

We reserve the right to refuse or cancel Your Order if fraud or an unauthorized or illegal transaction is suspected.

Your Order Cancellation Rights

Any Sessions that You purchase can only be refunded in accordance with these Terms and Conditions.

Your right to cancel an Order only applies to Services that are unused or did not function correctly.

Availability, Errors and Inaccuracies

We are constantly updating Our Services. Our Service may be described inaccurately, or unavailable, and We may experience delays in updating information regarding the Service and in Our advertising on other websites.

We cannot and do not guarantee the accuracy or completeness of any information, including prices, specifications, availability, and services. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

Prices Policy

The Company reserves the right to revise its prices at any time prior to accepting an Order.

The prices quoted may be revised by the Company subsequent to accepting an Order in the event of any occurrence affecting Service delivery caused by government action, variation in tax rates or rules, higher foreign exchange costs and any other matter beyond the control of the Company. In that event, You will have the right to cancel Your Order.

Payments

All Services purchased are subject to a one-time payment, except as otherwise agreed between You and Us. Payment can be made through various payment methods, such as credit and debit cards, online payment services, bank transfers and cheques.

Payment cards (credit cards or debit cards) are subject to validation checks and authorization by Your card issuer. If We do not receive the required authorization, We will not be liable for any delay or non-provision of Your Order.

Participants in Your Sessions

You are responsible for controlling participation in a Session that you have created.

You may disclose Session passwords to any individual who you wish to be a Participant, by any means that you choose. The Company is not responsible for any action taken by any individual to whom You have disclosed a Session password.

The Company is not responsible for collecting any fees owed to You by a Participant, or for policing any agreement between You and a Participant.

Organiser Accounts

When You create an Organiser Account with Us, You must provide Us with information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of Your Organiser Account on Our Service.

You are responsible for safeguarding the password that You use to access your Organiser Account and for any activities or actions under Your Organiser Account.

You agree not to disclose the password used to access Your Organiser Account to any third party, other than individuals that you authorise to operate your Organiser

Account. You must notify Us immediately upon becoming aware of any breach of security or unauthorized use of Your Organiser Account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than You without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

Software Licences

Advanced Selling Skills Academy Ltd grants You a non-transferable and non-exclusive licence and use the Software. You must not (nor allow any third party to) duplicate; sell; assign; sublicense; or otherwise transfer any right in the Software. You agree not to reverse engineer; disassemble; modify; or create a derivative work from the Software, nor to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorised access to the Service. You agree not to access the Service by any means other than through Software provided by Advanced Selling Skills Academy Ltd.

Intellectual Property

The Service and its original content (excluding Content provided by You or other users), features and functionality are and will remain the exclusive property of the Company and its licensors.

The Service is protected by copyright, trademark, and other laws of both the Country and foreign countries.

Our trademarks and trade address may not be used in connection with any product or service without the prior written consent of the Company.

Your Feedback to Us

You assign all rights, title and interest in any Feedback You provide the Company. If for any reason such assignment is ineffective, You agree to grant the Company a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and licence to use; reproduce; disclose; sub-licence; distribute; modify; and exploit such Feedback without restriction.

Links to Other Websites

Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

Termination

Licence to the Software and access to the Service is granted to individuals and organisations at the sole discretion of Advanced Sales Skills Academy Ltd.

We may terminate or suspend immediately, without prior notice or liability, with or without cause, for any reason whatsoever, including without limitation if You breach these Terms and Conditions:

- An Organiser Account, or
- An individual's access to the service, either as a Participant or to operate an Organiser Account

Upon termination, Your right to use the Service will cease immediately.

If You wish to terminate Your Organiser Account, or cease to be a Participant, You may simply discontinue using the Service.

In the event that We notify You of an individual whose access to the Service has been terminated, You must not permit the individual to participate in Sessions that You create, or to operate Organiser Accounts that You control, except as agreed by the Company.

Limitation of Liability

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of these Terms and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You through the Service or 100 Pounds Sterling if You have not purchased anything through the Service.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss

of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of these Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some US states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

"AS IS" and "AS AVAILABLE" Disclaimer

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the Company's providers makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

Governing Law

The laws of the Country, excluding its conflicts of law rules, shall govern these Terms and Your use of the Service. Your use of the Service may also be subject to other local, state, national, or international laws.

Disputes Resolution

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

For European Union (EU) Users

If You are a European Union consumer, You will benefit from any mandatory provisions of the law of the country in which You are resident in.

Severability and Waiver

Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

Translation Interpretation

These Terms and Conditions may have been translated if We have made them available to You on our Service. You agree that the original English text shall prevail in the case of a dispute.

Changes to These Terms and Conditions

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material We will make reasonable efforts to provide at least 30

days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, You may not continue to use the Website and the Service.

Contact Us

If You have any questions about these Terms and Conditions, You can contact us:

- By email: sales@advancescotsman.com; or
- Write to us at: Advanced Selling Skills Academy Ltd, Hollygarth, Main Street, Linton, West Yorkshire, LS22 4HT, UK