

Please read these carefully prior to purchasing from www.bottomlineimpact.co.uk or www.bottomlineimpact.net (our “Platform”).

This is a legal agreement between you (‘Customer’ or ‘You’) and Bottom Line Impact Limited of Sturt Cottage, 24 Sturt Road, Haslemere, Surrey GU27 3SD (‘Bottom Line Impact’ or ‘We’) pertaining to the purchase of a training course related to the field of Finance (as displayed on our Platform) or your purchase of our fill-in-the-blank, calculation templates (“Financial Power Tools”).

By clicking “I agree to the Bottom Line Impact Terms & Conditions” on the checkout page, You hereby expressly agree to the terms contained in this Terms and Conditions of Purchase. You agree that We are not liable for any failure of a User to read these Terms and Conditions of Purchase. If you do not agree to these terms, we shall not sell our Products to you, and you must discontinue the purchasing process now.

WE HEREBY INCORPORATE OUR [TERMS OF SERVICE](#), [PRIVACY POLICY](#) AND [COOKIES POLICY](#) INTO THIS AGREEMENT.

1. APPLICATION

These Terms and Conditions of Purchase (the Terms and Conditions) shall apply to the provision of products by Bottom Line Impact to the Customer.

2. DEFINITIONS

2.1 In these Terms and Conditions;

Agreement	means these Terms and Conditions and the completed Online Purchase Process.
Bottom Line Impact	means Bottom Line Impact Limited, a company registered and located in the United Kingdom which can be contacted on our Contact Page.
Business Day	means a day other than a Saturday, Sunday or a bank or public holiday in England;
Course or Courses	means an educational programme related and connected to the field of Finance as available on our Platform.
Course Description	means information about the Course as outlined on the +Course Page.
Course Materials	means the video content in the Courses purchased by you and any related materials.
Customer	means the person who purchases a Product from Us.

Data Protection Laws	means: The General Data Protection Regulation (GDPR), the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003; and any other legislation in force from time to time relating to privacy and/or the Processing of Personal Data and applicable to the transaction covered under these Terms and Conditions; and
Financial Power Tools	means the fill-in-the-blank, calculation templates made available for Members on our Platform.
Order	means when you make an offer to purchase a Product on our Platform.
Party	means either Customer and Bottom Line Impact Limited
Parties	means both Customer and Bottom Line Impact Limited
Prices	means the price payable by the Customer for the Product in accordance with clause 5.
Privacy Policy	means our Privacy policy that can be accessed at https://bottomlineimpact.co.uk/privacy-policy/
Terms of Service	means this the Terms of Service regulating the use of our Website which can be accessed at https://bottomlineimpact.co.uk/terms-of-service/
Website or Platform	http://www.bottomlineimpact.co.uk www.bottomlineimpact.net/ .

2.2 In these Terms and Conditions:

- a. a reference to this Terms and Conditions includes the incorporated Terms of Service, Privacy Policy and Cookies Policy;
- b. a reference to a 'party' includes that Party's personal representatives, successors and permitted assigns;
- c. a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
- d. a reference to a gender includes each other gender;
- e. words in the singular include the plural and vice versa;
- f. any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and

shall not limit the sense of any word, phrase, term, definition or description preceding those words;

- g. the table of contents, background section and any clause, schedule or other headings in this Terms and Conditions are included for convenience only and shall have no effect on the interpretation of this Agreement; and
- h. a reference to legislation is a reference to that legislation as in force as at the date of this Agreement.

3. COMMENCEMENT

3.1 These terms will commence when the Customer clicks “I agree” and/or completes the purchase of a Product on our Platform.

3.2 In respect of any of our Course Products, save for terms pertaining to the relevant Course as stated in the Course description, any descriptive matter or advertising issued by Us, are issued or published for the sole purpose of giving an approximate idea of the Course described in them; They shall not form part of these Terms and Conditions nor have any contractual force.

3.3 These Terms and Conditions apply to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

4. THE PURCHASE PROCESS Courses

4.1 The details of the Course are as set out in the Course Description.

4.2 We will take all reasonable steps to ensure that the Course is in line with the Terms and Conditions of purchase. However, we reserve the right to change any Course content at any time.

4.3 The Course will be delivered to You as digital content that can be accessed on our Platform. You agree that you will not screen-record or copy or use any other means to extract the Course Materials.

Financial Power Tools

4.4 There are some Courses on our Platform that grant you free access to certain Financial Power Tools for a limited period of one month (“Free Access Period”) after which you can choose to extend your access by subscription in accordance with Clause 4.6 and 4.7.

4.5 The use of these Financial Power Tools is governed by our Terms of Service that can be accessed [here](#). These terms are hereby incorporated by reference

SUBSCRIPTION PROCESS

4.6 Within seven days of the expiration of the Free Access Period, You will get an email advising you that the Free Access Period is coming to an end with details of how you can continue to create, test and save scenarios, safeguard your ability to continue to do so and prevent losing access to calculation templates you have previously created and saved. We offer a convenient subscription programme, the details of which are set out in 4.7. By subscribing, you agree:

- a. that your subscription will be collected each quarter and you accept responsibility for all recurring charges prior to your cancellation of the subscription;
- b. that we may submit the quarterly charges without further authorisation from you, until you notify us that you wish to terminate your authorisation or change payment method;
- c. that you will ensure that the payment method is valid and that you will amend any outdated payment method when prompted to do so by Stripe;
- d. You can cancel your subscription at any time in your User Profile section of the Members Area. There is no cancellation charge. Cancelling prevents further payments being taken. However, please be advised that you must cancel 72 hours before your next payment is due or that payment will be taken. Also note that by doing so, any templates you have previously saved will be permanently deleted. We do not make refunds for any unexpired period.
- e. Should you wish to re-subscribe, you can request to do so by sending us an email to info@bottomlineimpact.co.uk however, we reserve the right not to allow re-subscription from you. We reserve the right at our absolute discretion not to renew your subscription at any time without giving any reason for our decision;

4.7 Subscription Plan.

4.7.1 We offer 3 subscription options:

Name	Number of Users	Price (ex-VAT)	Duration
Individual	1 User	£47	Quarterly
Small Business	Up to 5 Users	£97	Quarterly
Corporate	Up to 15 Users	£147	Quarterly

4.7.2 You hereby agree that this price stated in 4.7.1 is not static and may change from time to time, however we will give you notice of any change, and you will have the opportunity to cancel your subscription before your next subscription.

4.8 Any Issue with cancellation or subscription, please email us at info@bottomlineimpact.co.uk

5. PRICES, DISCOUNT AND PAYMENT.

5.1 The cost for any Course (including VAT where applicable) is as shown on our checkout page. Prices are denominated in GBP.

5.2 For some courses we offer 1-pay, 2-pay or 3-pay options and the respective costs of each are set out on our checkout page in order for prospective customers to select the option which best suits them. When you select a 2-pay or 3-pay option, you agree that we will charge the specified number of payments to your chosen payment method. It is your responsibility to ensure that the payment method is a valid one, and you agree that you will amend any outdated payment method when prompted to do so..

5.3 We reserve the right to modify the prices at all times but the price displayed in our checkout process will be the price invoiced and payable.

5.4 Payment shall be made by You using the mediums and payment channels stipulated on our Platform.

5.5 Please note that we can only accept payment through the channels available on our Platform. You agree that the use of any payment medium might attract extra charges from the payment provider, this will be communicated to you before the payment medium is used. You will pay for such additional charges. Data registered and saved by Us act as proof of Order and of all transactions done.

5.6 Payment shall not be deemed to have been made until we have received cleared funds in respect of the full amount of the payment due.

5.7 Should, for any reason, a course listed on our Website is incorrectly priced, You agree that if the correct price is higher than the price stated on our Platform, we will normally, at our discretion, either contact you for instructions on this, or reject your Order and notify you of such rejection after which we will refund you and remove your access to the Course.

5.8 From time to time, we may offer consumers “discount codes”, “promotional codes”, “promo codes”, or “offer codes” through a variety of promotional activities and communications (collectively referred to herein as “offer codes”) that are redeemable towards a purchase on our Platform, subject to certain exclusions or any other restrictions as may be determined and communicated by Us.

5.9 Only valid offer codes provided or promoted by Us will be honoured at checkout. Codes supplied or promoted by third-parties unauthorised by us (including any unauthorised third party websites) will not be considered valid.

5.10 Each offer code provided by us is non-transferable and valid for single use on an item (or items) of merchandise as determined by us. Offer codes may not be combined and customers are limited to the use of a single offer code per Order. The code must be entered in the 'promo code' field prior to checkout.

5.11 We are not responsible for lost, stolen or corrupted codes or any unauthorised use of codes.

5.12 Offer codes cannot be redeemed for cash or any cash equivalent; no substitutions or credits allowed. The value of any offer code will not be refunded or credited back if any or all of the merchandise is returned. Expiry dates may apply to each offer code. Offer codes are void if copied, transferred, sold, exchanged or expired, and where prohibited. Requests not complying with all offer code requirements will not be honoured.

5.13 It is conceivable that we may, from time to time, we may also engage spokespeople, influencers, bloggers, or other individuals or entities who have been compensated or incentivised to speak on behalf of the brand. When you receive an offer code via a third-party source, please note that we may have compensated such individuals for their statements.

6. CANCELLATION AND REFUNDS

6.1 In line with your legal rights as a Consumer, we offer limited refunds on our Courses.

6.2 You agree that our courses are digital contents and by taking the delivery of them immediately at purchase, you have waived your right to the 14 days cooling off period.

6.3 We hereby state that the level of access given to you during the one month free period to use our Financial Power Tools is the same level of access given when you subscribe the them in line with Clause 3. You agree that the one month free trial attached to our Financial Power Tools covers the 14 days cooling off period.

7. DATA PROTECTION AND INTELLECTUAL PROPERTY AND CONFIDENTIALITY

7.1 Data Protection- We hereby incorporate the provisions of our Privacy Policy that can be accessed [here](#)

7.2 Intellectual Property - We hereby incorporate the intellectual property provisions contained in our Terms of Service into this Agreement. Our Terms of Service can be accessed [here](#).

7.3 Confidentiality

7.3.1 We hereby incorporate the Confidentiality provisions contained in our Terms of Service into this Agreement. Our Terms of Service can be accessed [here](#). In addition to the incorporated confidentiality provisions, the Parties agree as follows

7.3.2 Each Party may be given access to confidential information from the other Party in order to perform its obligations under the Agreement. A party's confidential information shall not be deemed to include information that:

- a. is or becomes publicly known other than through any act or omission of the receiving Party;
- b. was in the other Party's lawful possession before the disclosure;
- c. is lawfully disclosed to the receiving Party by a third party without restriction on disclosure; or

7.3.3 Subject to clause 7.3.4, each Party shall hold the other's confidential information in confidence and not make the other's confidential information available to any third party, or use the other's confidential information for any purpose other than the implementation of the Agreement.

7.3.4 A party may disclose confidential information to the extent such confidential information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 7.3.2, it takes into account the reasonable requests of the other Party in relation to the content of such disclosure.

7.3.5 The Customer acknowledges that we may use its information on an anonymous basis without limitation, including to create posts and videos to help others experiencing similar issues.

7.4 The above provisions of this Clause 7 shall survive termination of the Agreement, however arising.

8. MISCELLANEOUS PROVISIONS

8.1 ENTIRE AGREEMENT - This Agreement sets out the entire Agreement between the parties and supersedes and extinguishes any previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each Party agrees that it has no claim or

remedy in respect of any statement, representation, assurance or warranty that is not set out in this Agreement. Each Party agrees that it has no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

8.2 COUNTERPARTS - This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same Agreement. Delivery of an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

8.3 SEVERABILITY - The Parties recognise the uncertainty of the law with respect to certain provisions of this Agreement and expressly stipulate that this Agreement will be construed in a manner that renders its provisions valid and enforceable to the maximum extent possible under applicable law. To the extent that any provisions of this Contract are determined by a court of competent jurisdiction to be invalid or unenforceable, such provisions will be deleted from this Contract or modified so as to make them enforceable, and the validity and enforceability of the remainder of such provisions and of this Contract will be unaffected.

8.4 RELATIONSHIP OF THE PARTIES - This Agreement is intended and shall be construed as creating an Agreement for the purposes specified in the preamble. Nothing in this Agreement or otherwise is intended or shall be construed as creating any legal entity other than as specifically set out in this Agreement or any on-going or continuing relationship or commitment between the parties, other than as specifically set out in this Agreement.

8.5 AMENDMENT - We reserve the right to amend this Agreement at any time, however, amendments will not affect orders that have already been placed. The version available at the time of purchase will be the version binding. However, before any new purchase, please review these terms for any changes. You are advised to download a PDF copy of these terms for your record. You can do that [here](#).

8.6 GOVERNING LAW AND DISPUTE RESOLUTION - We hereby incorporate the Governing Law and Dispute Resolution provisions contained in our Terms of Service into this Agreement. Our Terms of Service can be accessed [here](#).

8.7 ACCRUED RIGHTS - Termination of the Agreement shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination. On expiry or termination of the Agreement, all provisions of the Agreement shall cease to have effect, except that

any provision which can reasonably be inferred as continuing or is expressly stated to continue shall continue in full force and effect.

8.8 LIMITATION OF LIABILITY - We hereby incorporate the Limitation of Liability provisions contained in our Terms of Service into this Agreement. Our Terms of Service can be accessed [here](#). In addition, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 and 4 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from these Terms and Conditions.

8.9 FORCE MAJEURE - You agree that we shall have no liability to You under the Agreement if we are prevented from or delayed in performing our obligations under the Agreement, or from carrying on our business, by acts, events, omissions or accidents beyond our reasonable control, including but not limited to, strikes, lock-outs, site outages, failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental Order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

8.10 INADEQUACY OF DAMAGES - Without prejudice to any other rights or remedies that a party may have, each Party acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of Clause 7 and Clause 6, by that Party. Accordingly, each other Party shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of Clause 7 and Clause 6 of this Agreement.

8.11 ANTI-CORRUPTION - Each Party undertakes that in fulfilling the terms of this Agreement, he will not engage in any activity, practise or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010. Breach of any of the undertakings in this Clause shall be deemed to be a material breach of the Agreement. The undertakings in the Clause are given by each Party to each other Party and apply to actions carried out by each Party in any capacity and whether directly or indirectly, on the Party's own behalf, on behalf of any other person or jointly with any other person.

8.12 THIRD PARTIES - This Agreement does not confer any rights on any person or Party (other than the parties to this Agreement) pursuant to the Contracts (Rights of Third Parties) Act 1999. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.

8.13 WAIVER - Any failure to exercise, or a delay in exercising, a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy. A waiver of a breach of this

Agreement does not constitute a waiver of a subsequent or prior breach of this Agreement.

8.14 NOTICES - We hereby incorporate the Notice provisions contained in our Terms of Service into this Agreement. Our Terms of Service can be accessed [here](#).

8.15 HEADINGS - The paragraph titles in this Agreement are for convenience only and shall not define or limit any of the provisions hereof.