

Terms & Conditions

Terms and Conditions

The following are the terms and conditions for use of the Maxcebo® Wellbeing Academy Video service described herein (the "Service") between Maxcebo® Wellbeing Academy Ltd and you (either an individual or a legal entity that you represent as an authorized employee or agent) ("You").

Please read them carefully.

BY COMPLETING THE REGISTRATION PROCESS AND/OR USING THE SERVICE, OR CLICKING THE "PURCHASE" BUTTON, YOU ARE STATING THAT YOU ARE ELIGIBLE FOR AN ACCOUNT AND THAT YOU AGREE TO BE BOUND BY ALL OF THESE TERMS AND CONDITIONS OF THE SERVICE ("AGREEMENT").

The Service is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein.

1. DEFINITIONS

- "Account" refers to the billing account for the Service.
- "Documentation" means any accompanying documentation made available to You by Maxcebo® Wellbeing Academy Ltd for use with the Training Videos, including any documentation available online or otherwise.
- "Servers" means the servers controlled by Maxcebo® Wellbeing Academy Ltd (or its wholly owned subsidiaries) or KAJABI upon which the Training Videos and Customer Data are stored.
- "Training Videos" means the video content that is provided by Maxcebo® Wellbeing Academy Ltd.

2. FEES AND SERVICES

- Maxcebo® Wellbeing Academy Ltd may change its fees and payment policies for the Service from time to time including but not limited to the addition of costs for excessive data transfer rates for individual or corporate customers.

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- The changes to the fees or payment policies are effective upon Your acceptance of such changes which will be posted at Maxcebo®academy.com (or such other URL Maxcebo® Wellbeing Academy Ltd may provide from time to time). Unless otherwise stated, all fees are quoted in UK Pounds (GBP). Any outstanding balance becomes immediately due and payable upon termination of this Agreement for any reason and any collection expenses (including lawyers' fees) incurred by Maxcebo® Wellbeing Academy Ltd will be included in the amount owed and may be charged to the credit card or other billing mechanism associated with your Maxcebo® Wellbeing Academy Ltd account.
3. MEMBER ACCOUNT, PASSWORD, AND SECURITY. To register for the Service, you must complete the registration process by providing Maxcebo® Wellbeing Academy Ltd with current, complete and accurate information as prompted by the registration form, including Your e-mail address (username) and password. You shall protect your passwords and take full responsibility for Your own, and third party, use of Your accounts. You are solely responsible for any and all activities that occur under Your Account. You agree to notify Maxcebo® Wellbeing Academy Ltd immediately upon learning of any unauthorized use of Your Account or any other breach of security. From time to time, Maxcebo® Wellbeing Academy Ltd.'s (or its wholly owned subsidiaries') support staff may log in to the Service under Your customer password in order to maintain or improve service, including to provide assistance with your technical or billing issues. You hereby acknowledge and consent to such access.
4. NONEXCLUSIVE LICENSE. Maxcebo® Wellbeing Academy Ltd hereby grants You a limited, revocable, non-exclusive, non-sublicensable license to view video files that reside on Maxcebo®academy.com or or at courses.Maxceboacademy.com or Kajabi.com (collectively, the "Website"). Subject to the terms and conditions of this Agreement, you may remotely access and view training videos. Your license of, use of and access to the Maxcebo® Wellbeing Academy Ltd training videos (which may include, without limitation, the additional related Software and Documentation) is conditioned upon Your compliance with the terms and conditions of the Agreement, including the following:
- You will not nor will You allow any third party to (i) copy, modify, adapt, translate or otherwise create derivative works of the Maxcebo® Wellbeing Academy Ltd training materials; (ii) reverse engineer, de-compile, disassemble or otherwise

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attempt to discover the source file content of the training videos, except as expressly permitted by the law in effect in the jurisdiction in which You are located; (iii) rent, lease, sell, assign or otherwise transfer rights in or to the training videos, the Documentation or the Service; (iv) remove any proprietary notices or labels on the training materials or placed by the Service; or (v) use, post, transmit or introduce any device, software or routine which interferes or attempts to interfere with the operation of the Service or the Software. You will use the Software, Service and Reports solely for Your own internal use, and will not make the Software or Service available for timesharing, application service provider or service bureau use. You will comply with all applicable laws and regulations in Your use of and access to the Documentation, Training Videos, Service and Reports; (vi) You will not download course video files prior to the 14-day money back guarantee period, and only those purchasing a 'video download' membership will be entitled to download video files for personal use after the 14-day money back guarantee period has passed.

- This license will terminate immediately if You fail to comply with the terms of this Agreement. Upon such termination, you must not access Maxceboacademy.com or related services.

5. CONFIDENTIALITY. "Confidential Information" includes any proprietary data and any other information disclosed by one party to the other in writing and marked "confidential" or disclosed orally and, within five business days, reduced to writing and marked "confidential".

Notwithstanding the foregoing, Confidential Information will not include any information that is or becomes known to the general public, which is already in the receiving party's possession prior to disclosure by a party or which is independently developed by the receiving party without the use of Confidential Information. Neither party will use or disclose the other party's Confidential Information without the other's prior written consent except for the purpose of performing its obligations under this Agreement or if required by law, regulation or court order. In which case, the party being compelled to disclose Confidential Information will give the other party as much notice as is reasonably practicable prior to disclosing such information. Upon termination of this Agreement, the parties will promptly either return or destroy all Confidential Information and, upon request, provide written certification of such. You are responsible for safeguarding the confidentiality of Your password(s) and username(s) issued to You by Maxcebo® Wellbeing Academy Ltd, and for any use or misuse of Your

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account resulting from any third party using a password or username issued to You. You agree to immediately notify Maxcebo® Wellbeing Academy Ltd of any unauthorized use of Your account or any other breach of security known to You.

6. **INFORMATION RIGHTS AND PUBLICITY.** Maxcebo® Wellbeing Academy Ltd and its wholly owned subsidiaries may retain and use, subject to the terms of its Privacy Policy (located at <https://www.Maxceboacademy.com/compliance-policies/>, or such other URL as Maxcebo® Wellbeing Academy Ltd may provide from time to time), information collected in Your use of the Service. Maxcebo® Wellbeing Academy Ltd will not share information associated with You or your Site with any third parties unless Maxcebo® Wellbeing Academy Ltd (i) has Your consent; (ii) concludes that it is required by law or has a good faith belief that access, preservation or disclosure of such information is reasonably necessary to protect the rights, property or safety of Maxcebo® Wellbeing Academy Ltd, its users or the public; or (iii) provides such information in certain limited circumstances to third parties to carry out tasks on Maxcebo® Wellbeing Academy Ltd.'s behalf (e.g., billing or data storage) with strict restrictions that prevent the data from being used or shared except as directed by Maxcebo® Wellbeing Academy Ltd . When this is done, it is subject to agreements that oblige those parties to process such information only on Maxcebo® Wellbeing Academy Ltd.'s instructions and in compliance with this Agreement and appropriate confidentiality and security measures.
7. **PRIVACY.** You will not (and will not allow any third party to) attempt to copy, record or reverse engineer any Training Videos or Documentation supplied by Maxcebo® Wellbeing Academy Ltd or stored on the Maxcebo® Wellbeing Academy Ltd (or related) websites.
8. **INDEMNIFICATION.** You agree to indemnify, hold harmless and defend Maxcebo® Wellbeing Academy Ltd and its wholly owned subsidiaries, at Your expense, any and all third-party claims, actions, proceedings, and suits brought against Maxcebo® Wellbeing Academy Ltd or any of its officers, directors, employees, agents or affiliates, and all related liabilities, damages, settlements, penalties, fines, costs or expenses (including, without limitation, reasonable attorneys' fees and other litigation expenses) incurred by Maxcebo® Wellbeing Academy Ltd or any of its officers, directors, employees, agents or affiliates, arising out of or relating to (i) Your breach of any term or condition of this Agreement, (ii) Your use of the Service, (iii) Your violations of applicable laws, rules or regulations in connection with the Service, or (iv) Your Brand Features. In such a case, Maxcebo® Wellbeing Academy Ltd will

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provide You with written notice of such claim, suit or action. You shall cooperate as fully as reasonably required in the defence of any claim. Maxcebo® Wellbeing Academy Ltd reserves the right, at its own expense, to assume the exclusive defence and control of any matter subject to indemnification by You.

9. THIRD PARTIES. If You provide access to Your Account or any portion thereof to any third party or use the Service to collect information on behalf of any third party ("Third Party"), whether or not You are authorized to do so by Maxcebo® Wellbeing Academy Ltd or its wholly owned subsidiaries, the terms of this Section 9 shall apply to You.

- If You use the Service on behalf of any Third Party, you represent and warrant that (a) You are authorized to act on behalf of, and bind to this Agreement, that Third Party, (b) as between the Third Party and You, the Third Party owns any rights to Training Videos in the applicable account, and (c) You shall not disclose Third Party's Training Videos to any other party without the Third Party's consent.
- You shall ensure that each Third Party is bound by and abides by the terms of this Agreement. Maxcebo® Wellbeing Academy Ltd and its wholly owned subsidiaries make no representations or warranties for the direct or indirect benefit of any Third Party. With respect to Third Parties, you shall take all measures necessary to disclaim any and all representations or warranties that may pertain to Maxcebo® Wellbeing Academy Ltd and its wholly owned subsidiaries, the Service, or the Training Videos, or use thereof. You agree to indemnify, hold harmless and defend Maxcebo® Wellbeing Academy Ltd and its wholly owned subsidiaries, at Your expense, against any and all third-party claims, actions, proceedings, and suits brought against Maxcebo® Wellbeing Academy Ltd or any of its officers, directors, employees, agents or affiliates, and all related liabilities, damages, settlements, penalties, fines, costs or expenses (including, without limitation, reasonable attorneys' fees and other litigation expenses) incurred by Maxcebo® Wellbeing Academy Ltd, or any of its officers, directors, employees, agents or affiliates, arising out of or relating to (a) any representations and warranties made by You concerning any aspect of the Service or Training Videos to Third Parties; (b) any claims made by or on behalf of any Third Party pertaining directly or indirectly to Your use of the Service or Training Videos; (c) violations of Your obligations

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10. **DISCLAIMER OF WARRANTIES.** MAXCEBO® WELLBEING ACADEMY LTD SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US THROUGH THIS SITE SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THESE TERMS. UNDER NO CIRCUMSTANCES WILL MAXCEBO® WELLBEING ACADEMY LTD, ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES OR OUR SUPPLIERS BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A USER'S RELIANCE ON INFORMATION OBTAINED THROUGH THE SITE, FROM THIRD PARTIES (SUCH AS EXPERTS, OR OTHERS) OR A LINKED SITE, OR USER'S RELIANCE ON ANY PRODUCT OR SERVICE OBTAINED FROM THIS SITE, A THIRD PARTY OR A LINKED SITE. USE OF THIS SITE IS AT USERS' SOLE RISK. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM MAXCEBO® WELLBEING ACADEMY LTD OR THROUGH OR FROM MAXCEBO® WELLBEING ACADEMY LTD SERVICES SHALL CREATE ANY WARRANTY. The information and services included in or available through the Service, including the Reports, Email, Support Forum or Help Desk replies, may include inaccuracies or typographical errors. Changes are periodically added to the information herein. Maxcebo® Wellbeing Academy Ltd and/or its respective suppliers may make improvements and/or changes in the Service or Software at any time, with or without notice. Maxcebo® Wellbeing Academy Ltd does not represent or warrant that the Service will be uninterrupted or error-free, that defects will be corrected, or that the Service, the Training Videos or any other software on the Server are free of viruses or other harmful components. Maxcebo® Wellbeing Academy Ltd does not warrant or represent that the use of the Service or the Training Videos will be correct, accurate, timely or otherwise reliable.
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11. LIMITATION OF LIABILITY. Maxcebo® Wellbeing Academy Ltd AND ITS WHOLLY OWNED SUBSIDIARIES WILL NOT BE LIABLE TO USER OR ANY THIRD-PARTY CLAIMANT FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR INCORRECT INFORMATION), OR INCIDENTAL DAMAGES, WHETHER BASED ON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, INDEMNITY OR CONTRIBUTION, OR OTHERWISE, EVEN IF Maxcebo® Wellbeing Academy Ltd AND/OR ITS SUBSIDIARIES AND AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION CONTAINED IN THIS PARAGRAPH SHALL APPLY REGARDLESS OF THE FAILURE OF THE EXCLUSIVE REMEDY PROVIDED IN THE FOLLOWING PARAGRAPH.

- Maxcebo® Wellbeing Academy Ltd.'s (and its wholly owned subsidiaries') total cumulative liability to You or any other party for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed GBP. £500.

12. SERVICE LEVELS. Maxcebo® Wellbeing Academy Ltd does not guarantee the Service will be operable at all times or during any down time (1) caused by outages to any public Internet backbones, networks or servers, (2) caused by any failures of Your equipment, systems or local access services, (3) for previously scheduled maintenance or (4)

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relating to events beyond Maxcebo® Wellbeing Academy Ltd.'s (or its wholly owned subsidiaries') control such as strikes, riots, insurrection, fires, floods, explosions, war, governmental action, labour conditions, earthquakes, natural disasters, or interruptions in Internet services to an area where Maxcebo® Wellbeing Academy Ltd (or its wholly owned subsidiaries) or Kajabi or Your servers are located or co-located. Complete accuracy in all aspects of Your Training Record at all times also is not guaranteed.

13. PROPRIETARY RIGHTS NOTICE. The Service, which includes but is not limited to the Maxcebo® Wellbeing Academy Ltd Training Videos and all intellectual property rights in the Service are, and shall remain, the property of Maxcebo® Wellbeing Academy Ltd (and its wholly owned subsidiaries). All rights in and to the Processing Software not expressly granted to You in this Agreement are hereby expressly reserved and retained by Maxcebo® Wellbeing Academy Ltd and its licensors without restriction, including, without limitation, Maxcebo® Wellbeing Academy Ltd.'s (and its wholly owned subsidiaries') right to sole ownership of the Maxcebo® Wellbeing Academy Ltd Software and Documentation. Without limiting the generality of the foregoing, You agree not to (and to not allow any third party to): (a) sublicense, distribute, or use the Service outside of the scope of the License granted herein; (b) copy, modify, adapt, translate, prepare derivative works from, reverse engineer, disassemble, or decompile the Processing Software or otherwise attempt to discover any source code or trade secrets related to the Service; (c) use the trademarks, trade names, service marks, logos, domain names and other distinctive brand features or any copyright or other proprietary rights associated with the Service for any purpose without the express written consent of Maxcebo® Wellbeing Academy Ltd; (d) register, attempt to register, or assist anyone else to register any trademark, trade name, service marks, logos, domain names and other distinctive brand features, copyright or other proprietary rights associated with Maxcebo® Wellbeing Academy Ltd (or its wholly owned subsidiaries) other than in the name of Maxcebo® Wellbeing Academy Ltd (or its wholly owned subsidiaries, as the case may be); or (e) remove, obscure, or alter any notice of copyright, trademark, or other proprietary right appearing in or on any item included with the Service.
14. TERM and TERMINATION. Either party to the Agreement may terminate it at any time and for any reason.
 - Upon any termination or expiration of this Agreement, Maxcebo® Wellbeing Academy Ltd will cease providing the Training Videos and certify thereto in writing to Maxcebo®

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Wellbeing Academy Ltd within seven (7) business days of such termination. In the event of any termination (a) You will not be entitled to any refunds of any usage fees or any other fees, and (b) any (i) outstanding balance for Service rendered through the date of termination, and (ii) other unpaid payment obligations during the remainder of the Initial Term will be immediately due and payable in full and (c) all of Your historical report data will no longer be available to You.

15. 14 Day Money Back Guarantee/Refund Policy

At courses.Maxceboacademy.com we want you to know that your purchase is 100% risk free. If for any reason you decide you want a refund, simply [contact us](#) within 14 days of signing up and we will promptly refund 100% of your money.

In order to be eligible for a refund, you must not watch more than 30% of the course you want the refund for. Access to course videos is logged.

16. Cancellation Policy

You can cancel your membership at any time, by [contacting us](#) and requesting this.

17. MODIFICATIONS TO TERMS OF SERVICE AND OTHER POLICIES.

Maxcebo® Wellbeing Academy Ltd reserves the right to change or modify any of the terms and conditions contained in this Agreement or any policy governing the Service, at any time, by posting the new agreement to the site located at Maxceboacademy.com (or such other URL as Maxcebo® Wellbeing Academy Ltd may provide). You are responsible for regularly reviewing the policy. No amendment to or modification of this Agreement will be binding unless (i) in writing and signed by a duly authorized representative of Maxcebo® Wellbeing Academy Ltd, (ii) You accept updated terms online, or (iii) You continue to use the Service after Maxcebo® Wellbeing Academy Ltd has posted updates to the Agreement or to any policy governing the Service.

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