

FYM Terms and Conditions for Website Use and products

Free Young Minds ("We", "Us" or "Free Young Minds") offer a variety of online and downloadable content accessible on a subscription, purchase or other basis, including Our courses/programs and the purchase other services and products.

Your access to our online courses and purchase of our other products is subject to and governed by these terms. please read very carefully the following terms and conditions for the subscription, purchase or other access to the online courses and the purchase of our other products and services.

1. Acceptance of Terms.

Our website Terms of use, which govern your use of the Free Young Minds website located at www.freeyoungminds.com including without limitation, the Online Courses/programs and services and any and all applications included in Our Website, the terms of Free Young Minds Privacy policy or policies that accompany a specific transaction, feature or application collectively make up an agreement between you and Us for your access and use of the Online Courses and the purchase of Other Products (the "Agreement").

You acknowledge that this Agreement is in electronic form and has the same force and effect as an agreement in writing. By registering for one or more Online Courses or by accessing or using any of Our Online Courses or by purchasing any Other Products via Our Website, you agree to be bound by this Agreement. If you do not accept the terms of this Agreement, you should not register for an Online Course, you should discontinue your access or use of the Online Courses immediately and you are not authorised to purchase any Other Products. We may modify this Agreement from time to time, and such modification shall be effective upon its posting on Our Website. You agree to be bound by any modification to this Agreement when you access or use any of Our Online Courses or purchase any Other Products after any such modification is posted; it is therefore important that you review this Agreement regularly.

2. General Product Purchase and Course Registration Requirements.

If you wish to purchase access to and use of one or more Online Course, you must (a) register for such Online Courses, and (b) pay the applicable fees and sales taxes. If you wish to purchase any Other Products you must (a) complete the checkout process providing true and accurate purchase and delivery information, and (b) pay the applicable purchase price and shipping, handling and sales tax as applicable.

You represent that you are of legal age to form a binding contract. You also agree to:

(i) provide true, accurate, current and complete information about yourself as prompted by the registration form or at checkout (the "Registration Data"), and (ii) maintain and promptly update your Registration Data to keep it true, accurate, current and complete.

FYM Terms and Conditions for Website Use and products

If you provide any information that is untrue, inaccurate, not current or incomplete, or We have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, We reserve the right to suspend or terminate your account and refuse you any and all current or future access to and use of the Online Courses (or any portion thereof) and/or product purchases. Access to and use of the Online Courses, and registration for Our Online Courses, are void where prohibited.

3. Account Password and Security.

If you register for an Online Course or purchase Other Products via Our Website, you will be given the opportunity to set up an account by choosing a password and providing your email address. You may be asked for additional credentials in connection with the set-up of your account. We reserve the right to refuse any account application or suspend or terminate any account if We determine in Our sole discretion that the account credentials you have provided are inaccurate, not current or incomplete or if an account is used in contravention of the Agreement. We are not required to notify you of account termination or suspension. Each individual user may have only a single account. You agree not to share, give or sell your password or username to any other person or company or allow any third party to access your account or an Online Course or make purchases of Other Products through your account. Accounts may only be used for personal purposes and not for any form of commercial enterprise (including redistribution or resale of Online Courses or Other Products). Excessive viewings or logins to Online Courses by you will be construed by Us as fraudulent use of services, which will result in the suspension or cancellation of your access to the Online Courses without refund. You are responsible for maintaining the confidentiality of the password and account information, and are fully responsible for all activities that occur under your password or account.

You agree to

(a) immediately notify Us (by e-mail to info@freeyoungminds.com) of any unauthorised use of your password or account or any other breach of security, and

(b) ensure that you log out from your account at the end of each session. We will not be liable for any loss or damage arising from your failure to comply with this paragraph. We reserve the right to cancel your access to Online Courses and suspend or terminate your account if We determine in Our sole discretion that your username and/or password has been compromised, or is being used fraudulently.

4. Preservation/Disclosure.

You acknowledge, consent and agree that We may access, preserve and disclose your account information and content without notice to you if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to:

FYM Terms and Conditions for Website Use and products

- (a) comply with legal process;
- (b) enforce this Agreement;
- (c) respond to claims that any such content violates the rights of third parties; (d) respond to your requests for customer service; or
- (e) protect the rights, property or personal safety of Free Young Minds, its users and the public.

Under no other circumstances will We intentionally disclose your account information to any third party.

5. Security Components.

You understand that Our Online Courses and software embodied within Our Online Courses may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by Us and/or content providers who provide content to Us. You may not attempt to override or circumvent any such security components and usage rules embedded in Our Online Courses.

6. Non-commercial Activity Only.

The Online Courses may not be used in connection with any commercial purposes, except as specifically approved by Us. Unauthorised framing of or linking to any of Our Online Courses is prohibited. You are prohibited from purchasing any Other Products for resale or other commercial use without Our specific written consent, which may be withheld at Our discretion.

7. Third Party Content.

Our Online Courses and other content and materials available via Our Website contain content of Our third party licensors, which are protected by copyright, trademark, patent, trade secret and other laws. You shall acquire no ownership or other interest in the Online Courses to which you register other than the right to access and use such Online Courses under this Agreement. You may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, make available, or sell any content appearing on or through Our Online Courses.

8. International Use.

Due to the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United Kingdom or the country in which you reside. We make no representations or warranties of any kind regarding the compliance of Our Online Courses, Our Other Products or the other content and materials available via Our Website with any rules, regulations, statutes, laws or directives of any jurisdiction other than the United Kingdom.

FYM Terms and Conditions for Website Use and products

9. Privacy Policy.

We respect your privacy and permit you to control certain aspects of the treatment of your personal information as set forth in Our Privacy Policy.

10. Copyright Policy.

If you are a copyright owner or agent thereof and believe that any of Our content infringes upon your copyright, review and follow the copyright procedures described in Our website Terms of Use.

11. Free Trial.

You may only use a promotional free trial once. After the free trial period, further access will require you to make a purchase. We may from time to time offer coupons or other special offers. The terms of these coupons or other special offers will be stated on the page associated with the use or distribution of these coupons or other special offers. By using a coupon or other special offer you agree to be bound by those terms. We may suspend or deny your access to any coupon or other special offer if We determine in Our sole discretion that you have misused that coupon or other special offer.

12. Term and Termination.

This Agreement shall remain in full force and effect for so long as it is posted on Our Website. We reserve the right to terminate your account or your access to Our Online Courses immediately, with or without notice to you, and without liability to you, if We believe that you have breached any of the terms of this Agreement, furnished Us with false or misleading information, or interfered with use of Our Website or the Online Courses by others.

13. Order Acceptance and Shipment.

Your placement of an order does not necessarily ensure that We will accept your order. We may require additional information regarding your order if you have not provided all the information required by Us to complete. Once a properly completed order and authorization of your form of payment is received, We will process your order for shipment. If, for some reason, We determine that We cannot ship your order within thirty (30) days following Our receipt of a properly completed order, We will cancel your order and advise you of such action. We do not accept orders from dealers, wholesalers, or other customers who intend to resell items We offer.

When ordering, it is your responsibility to ensure that all information submitted to Us is accurate. You may not be able to submit corrections after you place an order, and, if accepted, any corrections submitted after you place an order may significantly delay shipping of your order.

FYM Terms and Conditions for Website Use and products

We reserve the right to limit the order quantity on any product, to extend the delivery timeline for any reason after the order has been placed and accepted, and/or refuse to ship product to you for any reason.

14. Updates, Typographical Errors and Incorrect Pricing.

We cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications and availability. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice. We reserve the right to change, discontinue or limit availability of Our Online Courses and Our Other Products in Our sole discretion.

In the event an item is listed at an incorrect price due to a typographical error or error in pricing information received from a third party, We shall have the right to refuse or cancel any orders placed for that item listed at the incorrect price. We shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit or debit card charged. If your credit or debit card has already been charged for the purchase and your order is cancelled, We will promptly issue a credit to your credit or debit card account in the amount of the charge.

15. Risk of Loss.

All items purchased from Us are delivered to shipment carriers. The risk of loss and title for such items passes to you when they are delivered to the carrier.

16. Return and Refund Policy.

Purchases of Our Other Products are non-refundable.

Products may be returned for replacement only if damaged in transit. You must obtain a return authorization from customer service prior to returning a product and you may be required to provide evidence of damage during transit, including photos of the product, prior to being given authorization for a return. Customer service may be reached at info@masteryourgreatness.com.

17. Purchases and Payment.

If you wish to purchase any product or service made available through Our Website or redeem a gift card ("Purchase"), you must supply payment information including, without limitation, your first and last name, phone number, payment card number, expiration month, billing address, and delivery information.

By making a Purchase and providing payment information, you authorize Us (or Our third party payment processor) to charge your payment method for the total amount of your Purchase (including any applicable taxes and other charges). If the payment method cannot be verified, is invalid or is otherwise not acceptable, your Purchase may be suspended or cancelled. You must

FYM Terms and Conditions for Website Use and products

resolve any problem We encounter in order to proceed with your Purchase. You can change or update payment information at any time by logging into your account and revising your information.

Payment processing services for Our Website are provided by third party service providers and are subject to the terms of use/service (collectively, the "Processor Services Agreements"). By making a purchase via Our Website, you agree to be bound by the applicable Processor Services Agreement as they may be modified from time to time by the applicable third party. As a condition of Us enabling payment processing services through Our third party service providers, you agree to provide Us accurate and complete information about you and your business (as applicable), and you authorise Us to share it and transaction information related to your use of the payment processing services provided by third party service providers.

We may obtain pre-approval for an amount up to the amount of the payment. If you enroll to make subscription or recurring payments automatically, all charges and fees will be billed to the credit card you designate during the account setup process. If you want to designate a different credit card or if there is a change in your credit card, you must change your account information online. This may temporarily delay your ability to make online payments while We verify your new payment information.

By providing payment information, you represent and warrant that:

- (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; 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 third parties for purposes of facilitating the Purchase. We reserve the right to refuse or cancel your Purchase at any time for certain reasons including but not limited to: product or service availability, errors in the description or price of the product or service, errors in your order or other reasons. We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

All prices shown are in GBP and do not include applicable taxes. Taxes may vary and are not within Our control. We may adjust future prices as necessary, in Our sole discretion. By making a Purchase, you agree to pay the then-current Purchase price. Purchases are not to be used for resale or any commercial purposes.

PAYMENTS ARE NON-REFUNDABLE.

18. Subscriptions.

We offer subscriptions for the purchase of certain of Our Other Products. Subscriptions are offered on a monthly basis or prepaid for a period of months.

FYM Terms and Conditions for Website Use and products

All amounts are payable and charged:

(i) for one-off purchases, at the time you place your order; and

(ii) FOR SUBSCRIPTION-BASED PURCHASES, AT THE BEGINNING OF THE SUBSCRIPTION AND, BECAUSE EACH SUBSCRIPTION RENEWS AUTOMATICALLY FOR SUCCESSIVE PERIODS (MONTHLY OR PERIODIC) UNTIL YOU CANCEL. You must cancel your subscription before it renews to avoid the billing of the fees for the next subscription period.

YOU CAN CANCEL THE RENEWAL OF YOUR SUBSCRIPTION AT ANY TIME by contacting customer services at info@freeyoungminds.com You will not receive a refund for the fees you already paid for your current subscription period and you will continue to receive products ordered until the end of your current subscription period.

You may pause a monthly subscription by contacting customer service at info@freeyoungminds.com. Prepaid subscriptions may not be paused.

19. SMS Messaging.

We may offer customers the opportunity to receive updates on orders and marketing or other information via SMS text message. By opting-in to receive SMS text messages, you agree to receive recurring SMS messages generated by an automated dialer from Free Young Minds to the provided mobile number. [Click here to view our Privacy Policy.](#)

Your mobile carrier's rates apply to any SMS message including any opt out message. All charges are billed by and payable to your mobile service provider. We do not charge you for sending or receiving text messages to Us.

You may opt out of receiving further text messages from Us by texting any of the following words to Us at the number We provide separately for this purpose or by contacting customer service at info@freeyoungminds.com:

STOP

END

QUIT

CANCEL

UNSUBSCRIBE

You can also contact customer support at info@freeyoungminds.com to opt-out or for additional assistance.

FYM Terms and Conditions for Website Use and products

Please note: these words are not case sensitive. You will receive a text confirming the opt-out.

Mobile carriers are not liable for delayed or undelivered messages.

20. Contests, Sweepstakes and Promotions.

Any contests, sweepstakes or other promotions (collectively, "Promotions") made available through the Site may be governed by rules that are separate from these Terms. If you participate in any Promotions, please review the applicable rules as well as Our Privacy Policy. If the rules for a Promotion conflict with these Terms of Sale or Our Terms of Use, the Promotion rules will apply.

21. Disclaimer of Warranties.

The online courses are available "as is." we do not warrant that the online courses will be uninterrupted or error-free. There may be delays, omissions, interruptions and inaccuracies in the news, information or other materials available through the online courses.

We do not make any warranties, express or implied, including, without limitation, those of merchantability and fitness for a particular purpose, with respect to the online courses, our other products or any other content or materials that are available or advertised or sold through our site. We do not accept any liability for the consequences arising from the application, use, or misuse of any products or services contained on or made available through our website, including any injury or damage to any person or property as a matter of negligence, or otherwise, including the failure to comply with any warning labels or instructions attached to the products.

22. Limitation on Liability.

Free Young Minds and its affiliates, and their respective members, directors, officers, managers, employees, shareholders, agents and licensors are not liable for incidental, indirect, consequential, special, punitive, or exemplary damages of any kind, including, without limitation, lost revenues or profits, loss of business or loss of data, in any way related to Our Website or the, Our Online Courses or Our Other Products, or for any claim, loss or injury based on errors, omissions, interruptions or other inaccuracies in Our Website or the, Our Online Courses or Our Wellness Content (including, without limitation, as a result of breach of any warranty or other term of these Term of Sale or Our Terms of Use). Any claim against Us shall be limited to the amount you paid, if any, for use of Our Website or the applicable Online Course or Other Product. Some countries do not allow the exclusion or limitation of liability of consequential or incidental damages, so the above exclusions may not apply to all users; in such countries liability is limited to the fullest extent permitted by law.

23. Indemnity.

FYM Terms and Conditions for Website Use and products

Upon a request by Us, you agree to defend, indemnify, and hold harmless Us and Our subsidiary and other affiliated companies, as well as any respective employees, contractors, officers, directors, agents, content providers, licensors, licensees, distributors, representatives, customers, partners and other authorized users, and each of the foregoing entities' respective resellers, distributors, service providers and suppliers, and all of the foregoing entities' respective officers, directors, owners, employees, agents, representatives, successors and assigns (collectively, the "Indemnified Parties") harmless from and against any and all losses, damages, liabilities and costs (including, without limitation, settlement costs and any legal or other fees and expenses for investigating or defending any actions or threatened actions) incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of these Terms or claims arising directly or indirectly from your use or misuse of the Site or the Services. We reserve the right, at Our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you agree to cooperate with Us in asserting any available defenses.

24. Your Release of Free Young Minds.

To the maximum extent permitted by applicable law, you hereby release and waive all claims against Us, and Our subsidiaries, affiliates, officers, agents, licensors, co-branders or other partners, customers and clients and employees from any and all liability for claims, damages (actual and/or consequential), costs and expenses (including litigation costs and attorneys' fees) of every kind and nature, arising from or in any way related to your purchase of products or services via Our Website. In addition, you expressly waive and relinquish any and all rights and benefits which you may have under any other state or federal statute or common law principle of similar effect, to the fullest extent permitted by law.

25. Modification and Discontinuation.

We reserve the right at any time to modify, edit, delete, suspend or discontinue, temporarily or permanently, any of the Online Courses (or any portion thereof) or Our Other Products with or without notice. You agree that We will not be liable to you or to any third party for any such modification, editing, deletion, suspension or discontinuance of Our Online Courses.

26. Entire Agreement.

This Agreement, Our Privacy Policy and Our Terms of Use together constitute the entire agreement between you and Us with respect to Our offer and sale of the Online Courses and Our Other Products and supersedes any prior agreements between you and Us with respect thereto.

27. Choice of Law and Forum.

This Agreement shall be governed by the laws of the United Kingdom, applicable to agreements made and to be performed therein without regard to conflict of laws principles.

FYM Terms and Conditions for Website Use and products

28. Waiver and Severability of Terms.

Our failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect.

29. Statute of Limitations.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Online Courses or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

30. Questions. If you have any questions regarding this Agreement, please contact Us by email at info@freeyoungminds.com