

The 6 Figure Club Membership Terms and Conditions

1. Introduction

- 1.1.** These terms and conditions govern the membership of the 6 Figure Club (**"the Club Membership"**) by The Freedom Media Collective Ltd a company registered in England and Wales under number 12202393, whose registered office is at 123 Harvey Drive, Chestfield, CT5 3QY (**"We", "Us", "Our"**) to the person named on the cover sheet, who is the purchaser of the Club Membership (**"You"**).
- 1.2.** All services provided as part of the Club Membership will be subject to these terms and conditions and you are deemed to have accepted them when you purchase the Club Membership unless we expressly agree in writing otherwise. These terms and conditions along with our Privacy Notice which can be found at www.Shaa.com represent the entire agreement between us and apply to the exclusion of any other terms. Ensure that you read both these terms and the Privacy Notice. The Privacy Notice sets out how we are obliged to deal with your personal data.
- 1.3.** By purchasing the Club Membership you acknowledge and accept that you are purchasing the membership in a business capacity, for business purposes.

2. The Club Membership

- 2.1.** The information you provide when purchasing access to the Club Membership must be true and accurate and by applying you are confirming that you are over 18 years of age.
- 2.2.** When we accept your application, and upon cleared payment of the Membership Fee, you will become a Member (**"Member"**). The decision to accept you as a Member is at our absolute discretion. We reserve the right to terminate your Club Membership where we deem it necessary for the safety, protection and benefit of other Members. In the event such a situation arises we do not need to provide a reason for the cancellation and any refund will be considered at our absolute discretion.
- 2.3.** In the event an unforeseen or unexpected event arises which prevents us from delivering the Club Membership then you shall be notified by email. We shall not be liable to you for any failure or delay in delivery of the Club Membership or your failure to access the Club Membership or any associated private area or group. In the event an unforeseen or unexpected event arises which continues for a period in excess of 90 days then either of us will be entitled to terminate or cancel this Agreement in accordance with clause 6.
- 2.4.** The services provided as part of the Club Membership are as set out on the Cover Sheet.
- 2.5.** Access to the Club Membership services and any private areas or groups is online only and no alternative will be provided. It is your responsibility to ensure that you have in place the necessary requirements to allow you to access and use the Club Membership. We shall not be liable to you in the event you are unable to access the Club Membership, any Club Membership services and/or any private areas or groups.
- 2.6.** As part of the Club Membership we may provide you with materials, information, data and other content (**"Content"**). By becoming a Member, you agree and accept that all such Content remains our confidential and proprietary intellectual property and belongs solely and exclusively to us and can only be used by you in connection with your Club Membership and should not be copied, disclosed, or used for any commercial reasons without our express consent.
- 2.7.** We shall grant to you a personal, limited, non-transferable, revocable licence to access and use any materials and resources provided as part of the Club Membership solely for your personal use and for the purposes intended by these terms and conditions.

- 2.8. Where as part of the Club Membership we offer interactive or live sessions or in person meet-ups (“Sessions”), the dates and times of these Sessions will be arranged by us and notified to you by email. It shall be your responsibility to attend the Sessions as arranged and no alternative or replacement dates or times shall be offered if you are unable to attend for whatever reason.
- 2.9. As part of the Club Membership you will have access to a private website area. To gain access to this private area you will be required to set up an account and it shall be your responsibility to provide the correct information to create your account and to keep your password or any other access information private, safe and secure. You are responsible for notifying us should you become aware of, or suspect that a third party is aware of your password or access details.
- 2.10. The Club Membership is provided on an ‘as-is’ and ‘as available’ basis. From time to time we may be required to undertake changes to the Club Membership or our systems and processes, which may includes routine or unexpected maintenance. We shall not be liable for any lack of accessibility to the Club Membership website or any associated groups or systems which is caused due to routine or unexpected maintenance.

3. Term & Termination

- 3.1. The Agreement between us will commence when you purchase access to the Club Membership and shall continue until it is terminated in accordance with these terms and conditions.
- 3.2. Your membership period is one month and it will begin the day after the Membership Fee is paid (“the Membership Period”) and will continue on a rolling monthly basis until you provide us with cancellation in accordance with clause 6.1 or until this Agreement is otherwise terminated.

4. Your Obligations

- 4.1. You agree to notify us by email in the event you become aware of any inappropriate behaviour or content being displayed on or in the Club Membership, within our private areas or associated groups, or within any of our associated social media channels.
- 4.2. By becoming a Member, you agree to conduct yourself in a reasonable and responsible manner when accessing the Club Membership, and any associated groups, and further you agree not to use the Club Membership or any other associated groups for any unlawful purpose and that you will not upload, post, transmit or otherwise make available any content that:
 - 4.2.1. infringes any Copyright, trademark, or other Intellectual Property rights belonging to us or any other person or entity;
 - 4.2.2. which is by its nature defamatory, libellous, obscene, demeaning or which causes offence to another individual whether intended or not;
 - 4.2.3. discloses personal and/or sensitive information about another person;
 - 4.2.4. is threatening or causes a Member to feel harassed or in fear;
 - 4.2.5. is classed as spam.
- 4.3. When accessing the Club Membership or our private Member areas, you agree not to take any action which seeks to disable or in any way interfere with any of our systems or processes or tests or seeks to test the vulnerability of any of our systems or processes.
- 4.4. By purchasing access to the Club Membership you hereby agree and undertake that from the date of purchase:
 - 4.4.1 not to infringe any of our or any other Member’s copyrights, patents, trademarks, trade secrets or other intellectual property rights;

- 7.1.2.** The Club Membership is a group experience and any information, support and guidance you receive will not be personal to you and should not be taken or relied upon as advice, guidance or information personal to you.
 - 7.1.3.** You have not relied on any statement, promise or representation made or given by or on our behalf.
 - 7.2.** We make no guarantee, representation or warranty with respect to the Club Membership
 - 7.3.** To the maximum extent permitted by law, we shall not be liable (whether caused by us, our agents, employees or otherwise) to you for any indirect, consequential or special damages, losses or costs or any failure to deliver the Club Membership, any Sessions or any meet-up where we are prevented due to a reason behind our reasonable control;
 - 7.4.** In the event damages are incurred by you as a result of our default or breach of this Agreement, our entire liability under this Agreement is limited to the amount of the Membership Fee paid by you as at the time the loss is sustained.
 - 7.5.** Nothing in this Agreement shall limit or exclude our liability for death or personal injury caused by our negligence or for any fraudulent misrepresentation.
 - 7.6.** During the term of this Agreement and at any time thereafter, you agree to take no action which is intended, or would reasonably be expected, to harm us, our agents, employees, contractors, or clients, or our or their reputation or which would reasonably be expected to lead to unwanted or unfavourable publicity to us, our agents, employees, contractors, or clients.

8. General

- 8.1.** In the event any provision of this Agreement is deemed to be invalid, or unenforceable for any reason then that provision shall be struck out and the remaining provisions shall remain valid and enforceable.
- 8.2.** This Agreement shall be governed by the exclusive jurisdiction of the Courts of England and Wales and the laws from time to time in force.
- 8.3.** No modification or variation to this Agreement shall be effective unless in writing and signed by us both.
- 8.4.** Save as provided for in clause 7.6 the Contracts (Rights of Third Parties) Act 1999 shall not apply.