

## M RYAN CONSULTING LIMITED

### SUBSCRIPTION TERMS

**Welcome to M Ryan Consulting Limited.**

#### **1 These Subscription Terms and what they cover**

- 1.1 These subscription terms (Subscription Terms) set out the terms on which we supply and the Customer subscribes to our Digital & Course Content, and be provided with a CPD Certificate (as applicable) and the terms on which we grant access to and permit the use of an Account (together the **Services**).
- 1.2 Please read these Subscription Terms carefully before placing an order for Digital & Course Content (see Condition 8 below for details about what is Digital & Course Content) and/or registering for an Account).

#### **2 Acceptance of these Subscription Terms**

- 2.1 By registering with us for an Account and clicking to confirm acceptance of these Subscription Terms and/or continuing to use the Services following our notification of any changes to these Subscription Terms, the User is agreeing on its behalf and on behalf of the Customer to comply with them.
- 2.2 The User further agrees and acknowledges that in accessing and using the Services, the User does so on behalf the Customer and as part of the User's employment and not in its personal capacity and as such we shall not have any personal liability to the User under these Subscription Terms.
- 2.3 If the Customer does not agree with these Subscription Terms and/or the User does not have authority to bind the Customer to these Subscription Terms, **do not** proceed with registering an Account and/or continue to use the Services, and if an Account has already been set up, please close or de-activate it.
- 2.4 These Subscription Terms set out:
  - 2.4.1 who we are;
  - 2.4.2 the terms on which we provide access to the Services, and in particular the Account and Digital & Course Content;
  - 2.4.3 how we and/or the Customer may deactivate the Account and end the agreement between the Customer and us;
  - 2.4.4 how changes can be made to the Services or any part of them and these Subscription Terms;
  - 2.4.5 what to do if there is a problem with the Digital & Course Content or the Account; and
  - 2.4.6 other important information.
- 2.5 If the Customer or any User thinks that there is a mistake in these Terms, please contact us to discuss.

#### **3 Who we are**

- 3.1 We are M Ryan Consulting Limited, a company registered in England and Wales under company

number: 08506590 and whose registered office is located at 9 Palmers Avenue, Grays, RM17 5TX (**we, us, our**).

3.2 To contact us, please do so in writing:

3.2.1 by e-mail to: michaelryan@mryanconsulting.onmicrosoft.com; or

3.2.2 by post to: 9 Palmers Avenue, Grays, RM17 5TX.

## 4 The Services

4.1 The Services are for internal business use only and not for any commercial use or exploitation.

4.2 We make no promise that the Services are appropriate or available for use in locations outside of the UK. If the Services are accessed from locations outside of the UK, such access is at the Customer and Users own risk and the Customer shall at all times remain responsible for compliance with local laws where they apply.

## 5 There are other terms that may apply to the Customer and Users

5.1 These Subscription Terms refer to our Privacy Policy which sets out details of how we collect, use and look after personal data when visiting and using our Site and/or the Services which will also apply to the use of the Services.

5.2 Our Privacy Policy can be found on our Site.

## 6 Definitions and Interpretation

6.1 In these Terms, the following words and expressions shall have the following meanings:

<b>Account</b>	the account created on our Site as part of our online sign-up process that is associated to a particular User;
<b>Condition</b>	a condition of these Subscription Terms;
<b>CPD Certificate</b>	a certificate issued which states the number of CPD points associated with specific Digital & Course Content which has CPD points awarded in respect of the same, where such Digital & Course Content has been made available to the User as part of the relevant Subscription;
<b>Customer</b>	the person or entity that the User represents and is employed by;
<b>Data Protection Legislation</b>	all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR); the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;
<b>Digital &amp; Course Content</b>	the digital and/or course content and materials that we make available via our Site as part of a Subscription following payment of the Subscription Charges;
<b>Intellectual Property</b>	any and all copyrights, moral rights, related rights, patents,

<b>Rights</b>	supplemental protection certificates, petty patents, utility models, trade marks, trade names, service marks, design rights, database rights, website rights, semi-conductor topography rights, domain name rights, rights in undisclosed information or Confidential Information, rights in get up, goodwill or to sue for passing off, unfair completion rights, and other similar intellectual property rights (whether registered or not) and applications for any such rights as may exist anywhere in the world;
<b>Site</b>	<a href="https://financetransformation.co.uk">https://financetransformation.co.uk</a> ;
<b>Subscription</b>	a subscription for the particular User to access an item or items of Digital & Course Content for the period specified on the Site and the terms <b>subscribe</b> , <b>subscribing</b> , and <b>subscribed</b> shall be interpreted accordingly;
<b>Subscription Charges</b>	the charges payable for a particular Subscription as set out on our Site, and/or displayed as part of our order process;
<b>User</b>	an employee of the Customer accessing and/or using the Services;
<b>Virus</b>	anything or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices, and <b>Viruses</b> shall be construed accordingly.

6.2 The headings in these Subscription Terms shall not affect their interpretation.

6.3 A reference in these Subscription Terms to:

6.3.1 a person shall include an individual, company, limited liability partnership, corporate firm, partnership, joint venture, association, trusts or unincorporated bodies and associations (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns;

6.3.2 the singular shall include the plural and vice versa and a reference to one gender shall be a reference to the other gender and matter and vice versa;

6.3.3 a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and such statute or statutory provision shall include any subordinate legislation made from time to time under that statutory provision;

6.3.4 writing or written excludes fax;

6.3.5 include, including and in particular or anything similar are illustrative only and none of them shall limit the sense of the words preceding or following them and each of them shall be deemed to incorporate the expression without limitation.

6.4 Any obligation on the Customer not to do an act or thing shall be deemed to include an undertaking on behalf of the Customer to procure and ensure that Users shall not do such act or thing.

## **7 Setting up an Account**

- 7.1 These Subscription Terms will come into effect at the time the Customer (or User setting up the Account on behalf of the Customer) clicks the “Accept” button and will continue until the Account is deactivated in accordance with Condition 16. Once the registration process has been completed, we will send an email (to the email address provided as part of the registration process) to confirm activation of the Account.
- 7.2 By signing up to an Account the User is warranting on behalf of the Customer that:
- 7.2.1 the Customer is legally capable of entering into a contract with us and the User has authority to bind the Customer to these Subscription Terms; and
  - 7.2.2 (where the Customer is an individual) they are at least 18 years old and acting in a professional capacity as part of their trade, business or profession and not as a consumer.

## **8 What is Digital & Course Content?**

- 8.1 Digital & Course Content includes:
- 8.1.1 video webinars; and
  - 8.1.2 downloadable pdf documents.
- 8.2 Where the Customer and/or a User accesses or downloads Digital & Course Content, neither the Customer nor the User own that Digital & Course Material. We grant the Customer a licence, subject to Condition 8.3, to access and use it for the purpose of these Terms and its own internal business purposes.
- 8.3 The Digital & Course Content:
- 8.3.1 is personal to the Customer. Any use by the Customer (or User) outside of England and Wales must be in compliance with local laws and the Customer shall at all times remain responsible for such compliance and use;
  - 8.3.2 is non-exclusive. We may supply the same or similar Digital Content to other customers and users;
  - 8.3.3 is not for public viewing;
  - 8.3.4 may not be:
    - (a) copied by the Customer or Users;
    - (b) changed by the Customer or Users (which means, in particular, that the Customer and Users are not allowed to adapt, reverse-engineer or decompile it, or try to extract the source code from it, except where any of this is allowed by law);
    - (c) combined or merged with, or used in, any other computer program;
    - (d) distributed or sold by the Customer or any User to any third party; and
  - 8.3.5 contains information which is owned by us or third parties or both. The Customer shall not conceal, change or remove any markings which show who owns this information, such as copyright (©), registered trade mark (®) or unregistered trademark (™) markings.
- 8.4 Where the Digital & Course Content is in the form of pdf documents, these can be downloaded from the Account, and once downloaded, will be available for repeat access and download via the

Account during the period of the Subscription. Please note that downloaded Digital & Course Content will not be able to updated by us.

- 8.5 The nature and content of the Digital & Course Content which forms part of the Subscription will depend on the type of Subscription that has been purchased. For more information on the different types of Subscriptions available, please visit our Site or contact us at: michaelryan@mryanconsulting.onmicrosoft.com.

## **9 Acceptable Use**

- 9.1 We are committed to providing a collaborative, inclusive and supportive virtual environment for all users of our Services.

- 9.2 When using our Services the Customer must (and must ensure and procure that all Users must):

9.2.1 access and use the Services in accordance with these Subscription Terms, and the Customer shall at all times remain responsible for Users compliance with these Subscription Terms;

9.2.2 keep password and login credentials for the Account secure and confidential;

9.2.3 use all reasonable endeavours to prevent any unauthorised access to, or use of, the Account, in the event of any such unauthorised access or use, promptly notify us;

9.2.4 not attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Account and/or any Digital & Course Content in any form or media or by any means;

9.2.5 not attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Account (this means that the Customer and/or Users should not attempt to take-apart or deconstruct any part of the Account and/or the software it comprises of);

9.2.6 not access all or any part of the Services in order to build a product or service which competes with the Services;

9.2.7 not license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party; or

9.2.8 not access, store, distribute or transmit, upload or allow to be uploaded to the Account, any Viruses or any material that:

(a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

(b) facilitates illegal activity, depicts sexually explicit images, promotes unlawful violence or is discriminatory;

(c) is discriminatory based on race, gender, colour, religious belief, sexual orientation or disability; or

(d) is otherwise illegal or causes damage or injury to any person or property.

## **10 Updates**

- 10.1 We may amend or update these Subscription Terms from time to time to reflect changes in relevant laws, regulatory requirements, best practice or to deal with additional features which we may

introduce to the Services. We will notify the Customer by email (using the email address that was provided as part of the registration process) that our Subscription Terms have been updated and will aim to give reasonable notice of any changes. The Customer is responsible for reviewing these Subscription Terms and ensuring that Users understand the basis upon which we provide the Services, therefore please check them regularly.

- 10.2 By continuing to access, and/or permitting Users to access and/or failing to prevent Users from accessing the Services following our notice of any update to these Subscription Terms, the Customer agrees to such update and to comply with these Terms as updated or amended. If the Customer does not agree to such updates then please do not continue to access the Account and/or use the Digital & Course Content, and take the steps set out in Condition 16 to deactivate the Account.
- 10.3 We may, at our sole discretion, update (either automatically or otherwise), modify, suspend or discontinue the Services at any time. We may automatically update the Account and/or the Digital & Course Content to improve or enhance functionality, or address security issues.

## **11 Price and Payment**

- 11.1 The price of a Subscription:
  - 11.1.1 is in pounds sterling (£)(GBP);
  - 11.1.2 is stated exclusive of VAT; and
  - 11.1.3 unless expressly stated otherwise in these Subscription Terms, is non-refundable.
- 11.2 We accept payment via Stripe.
- 11.3 Payment of the Subscription Charges for the Digital & Course Content must be made before we will provide access to the same. The price will be displayed at the point of payment.
- 11.4 It is always possible that, despite our reasonable efforts, a Subscription we sell may be incorrectly priced. If we accept payment for Digital & Course Content where a pricing error is obvious and unmistakable and could reasonably have been recognised as a mispricing, we may end the Subscription and refund any sums the Customer has paid for that Subscription.

## **12 Data and Privacy**

- 12.1 Under the Data Protection Legislation, we are required to provide certain information about who we are, how we process personal data, for what purposes and confirm the rights of individuals in relation to their personal data and how to exercise them. We will process Customer and User personal data in accordance with our Privacy Notice:  
  
[https://financetransformation.co.uk/docs/Privacy\\_Notice\\_April\\_2024.pdf](https://financetransformation.co.uk/docs/Privacy_Notice_April_2024.pdf).
- 12.2 Any a user identification codes, passwords or any other information provided by us as part of our security procedures, must be treated as confidential information. The Customer must ensure it is not disclosed to any other person or third party.
- 12.3 Please be aware that internet transmissions are never completely private or secure and that any message or information you send using the Services may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

## **13 Limitations to our Digital & Course Content and Services**

- 13.1 The Customer acknowledges and accepts (on its own behalf and on behalf of Users) that:
- 13.1.1 the Services are provided on an “AS IS” and “AS AVAILABLE” basis only and therefore we do not warrant that use of the Services will be uninterrupted or error-free;
  - 13.1.2 we are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and therefore the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities;
  - 13.1.3 the content provided via the Services is provided for general information only. It is not intended to amount to advice on which the Customer or Users should rely and is not tailored to the Customer’s business. The Customer must and must ensure that Users (as applicable) obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content provided via the Services;
  - 13.1.4 although we make reasonable efforts to update the information provided via the Services, we make no representations, warranties or guarantees, whether express or implied, that the content provided via the Services is accurate, complete or up to date;
  - 13.1.5 a CPD Certificate simply signifies the points awarded in respect of the particular Digital & Course Content, it does not signify and we do not warrant that any particular level of training, achievement or competency has been attained by the User.

## **14 Intellectual Property Rights**

We and/or our licensors own all Intellectual Property Rights in the Services. Except as expressly stated in these Subscription Terms, these Subscription Terms do not grant the Customer or any Users any rights to, or in, any Intellectual Property Rights in respect of the Digital & Course Content and/or the Account.

## **15 Restricting access to the Account and the Services**

- 15.1 We may (at our discretion) deactivate or suspend (for such time as we may consider appropriate) access to the Account and/or access to all/or part of the Digital & Course Content or Services at any time if the Customer or any User is in breach of these Subscription Terms and if such breach can be remedied, the Customer fails to remedy the same when given a reasonable opportunity to do so.
- 15.2 We may also suspend the Account and/or access to the Digital & Course Content and Services:
- 15.2.1 to deal with technical problems, make technical changes or for maintenance;
  - 15.2.2 to update the Account, the Digital & Course Content and/or Services to reflect changes in relevant laws and regulatory requirements.
- 15.3 We may stop providing a Subscription at any time. We will let the Customer know at least 1 month in advance that have not been provided at the point of cessation of the Subscription. The Customer and User acknowledge that for most Subscriptions the User will be provided with access to all the Digital & Course Content for that Subscription and only in limited circumstances will the User not have had access to the all the Digital & Course Content for the Subscription (i.e. tutorials that are to be released on a periodic basis), and in such instances we will refund an amount equivalent to 10% of the Subscription Charges for the tutorials that will not be made available to the User shall be made to the Customer and no further sums shall be due to Customer or User.

## **16 Closing the Account**

- 16.1 To close (and therefore deactivate) the Account, please contact us in writing at michaelryan@mryanconsulting.onmicrosoft.com.
- 16.2 On the deactivation of the Account, all rights of access by the User and licences and rights granted to the Customer under these Terms shall immediately cease and automatically terminate and the Customer and Users will no longer be able to login to the Account or access the Services even if a Subscription has been paid for. However, where the Customer is associated to more than one User and Account, the Customer's rights granted pursuant to these Subscription Terms in respect of those Accounts still active shall continue until all Accounts associated with the Customer are deactivated.
- 16.3 The Account will remain available for access after the expiry of a Subscription, however the Subscription will not automatically renew and the Customer and Users will no longer be able to access to the Digital & Course Content upon expiry of the Subscription.
- 16.4 On the deactivation of the Account, none of the rights, remedies, obligations or liabilities which the Customer or we have accrued up to the date the Account is deactivated (including the right to claim damages in respect of any breach of these Subscription Terms existing at or before the date the Account was deactivated or closed) shall be affected by such deactivation of the Account. Any provision of these Subscription Terms that expressly or by implication is intended to come into or continue in force on or after deactivation of the Account shall remain in full force and effect.

## **17 Our responsibility for loss or damage suffered by the Customer**

- 17.1 The following provisions set out our entire liability (including any liability for the acts and omissions of our officers, employees, agents and contractors) in respect of:
- 17.1.1 any breach of our contractual obligations arising under and/or in connection with these Subscription Terms;
  - 17.1.2 any use made by the Customer (or Users) of the Services, and/or Digital & Course Content and/or the Account or any part of them;
  - 17.1.3 any misrepresentation, mis-statement or tortious act or omission (including negligence but excluding any of the same made fraudulently) arising under or in connection with the Subscription Terms;
  - 17.1.4 any other provision of these Subscription Terms;
- (a **Liability Event**).
- 17.2 Notwithstanding anything to the contrary in these Subscription Terms, nothing in these Subscription Terms shall limit or exclude our liability:
- 17.2.1 for death or personal injury resulting from our negligence or that of our officers, employees, agents and contractors;
  - 17.2.2 for fraud or fraudulent misrepresentation;
  - 17.2.3 to the extent that such liability action or exclusion is not permitted by law.
- 17.3 Subject to Condition 17.2, our total liability in respect of:
- 17.3.1 all Liability Events arising in relation to a Subscription shall be limited to 100% of the Subscription Charges paid for the Subscription giving rise to or relating to the claim;
  - 17.3.2 all other Liability Events arising in relation to these Subscription Terms, the Services, Digital & Course Content and Accounts or otherwise under these Subscription Terms shall be limited to £50.



- 17.4 Subject to Condition 17.2, we shall not be liable to the Customer in respect of any Liability Events for any loss or damage which may be suffered by the Customer (or any person claiming through or under the Customer, including Users) whether the same are suffered directly or indirectly whether the same arise in contract tort (including negligence) or otherwise howsoever, which fall within any of the following categories:
- 17.4.1 loss of anticipated savings;
  - 17.4.2 loss of business opportunity;
  - 17.4.3 loss of goodwill;
  - 17.4.4 loss or corruption of data;
  - 17.4.5 damage to reputation;
  - 17.4.6 any special, indirect or consequential loss,
- provided that this Condition 17.4 shall not prevent claims for direct financial loss that are not excluded by Conditions 17.4.1 to 17.4.6 (inclusive).
- 17.5 We shall not be liable for any damage or losses to the extent they arise as a result of or in connection with:
- 17.5.1 any failure of the Customer or a User to observe and perform its obligations under these Subscription Terms;
  - 17.5.2 any unauthorised or incorrect access or use of the Services, including the Digital & Course Content and the Account or use other than in accordance with the terms the Subscription Terms or our instructions; or
  - 17.5.3 any modification or alteration of the Services or any part of them by any person (including Users) other than us;
  - 17.5.4 any actions taken by us at the Customer's or User's direction;
  - 17.5.5 the Customer or User's use or reliance on any information or knowledge gained from the Digital & Course Content or Services and the Customer is responsible for its own and Users conclusions drawn from the same.
- 17.6 If a number of Liability Events give rise substantially to the same loss, then they shall be regarded as giving rise to only one claim under these Subscription Terms.
- 17.7 We shall have no liability to the Customer in respect of any Liability Event unless the Customer has served notice of the same on us within 3 months of the date the Customer became aware or ought to have become aware of the consequences of the Liability Event

## **18 Termination**

- 18.1 We may terminate these Subscription Terms and the right to access and use the Account and Services immediately if the Customer or a User commits a material or persistent breach of these Subscription Terms.
- 18.2 These Subscription Terms and the Customer's the right to access and use the Services shall automatically terminate (without the need for us to provide notice to the Customer) if the Account in respect of which the Customer's login credentials are associated, is deactivated by us, the Customer or a User and the Customer and Users shall no longer have access to the Account or any Digital& Course Content.

- 18.3 Upon termination for any reason:
- 18.3.1 all rights granted to the Customer under these Subscription Terms shall cease; and
  - 18.3.2 the Customer must and must procure and ensure that User cease all activities authorised by these Subscription Terms.

## 19 General

- 19.1 **Events outside our control.** We shall not be deemed to be in breach of these Subscription Terms or otherwise liable to the Customer in any manner whatsoever for any failure or delay in performing our obligations under these Subscription Terms due to any event or circumstance beyond our reasonable control, or which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable.
- 19.2 **Warranties.** Except as expressly set out in these Terms, all warranties, conditions terms and undertakings, express or implied, statutory or otherwise are excluded to the fullest extent permitted by law.
- 19.3 **Assignment.** The Customer shall not be entitled to assign, charge or otherwise transfer these Subscription Terms or any of its rights or obligations under these Subscription Terms, sub-license the right to use the Account, the Digital & Course Content or Services or hold the benefit of these Subscription Terms in trust for any other person without our prior written consent.
- 19.4 **Entire Agreement.** These Subscription Terms and any documents expressly referred to in them contains the entire understanding between us and the Customer and supersedes any subsisting agreements, arrangements, understandings, negotiations, discussions or correspondence (written or oral, express or implied) relating to the subject matter of these Subscription Terms. The Customer acknowledges that it has not relied on any warranty, representation or undertaking (whether made innocently or negligently) which is not contained in or specifically incorporated into these Subscription Terms and the Customer's only remedy in respect of those representations, statements, assurances or warranties set out in these Subscription Terms will be for breach of contract, provided always that nothing in this Condition 19.4 shall exclude or limit our liability for any fraudulent misrepresentation or warranty fraudulently given and upon which the Customer can prove it has placed reliance.
- 19.5 **Third Party rights.** These Subscription Terms are between the Customer and us. No other person (including Users) shall have any rights to enforce any of these Subscription Terms. These Subscription Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any provisions of these Subscription Terms.
- 19.6 **Waiver.** If we do not insist immediately that the Customer does anything it is required to do under these Subscription Terms, or if we delay in taking steps against the Customer (or a User) in respect of the Customer or User breaking these Subscription Terms, that will not mean that the Customer does not have to do those things and it will not prevent us taking steps against the Customer at a later date. For example, where the Customer fails to make a payment by its due date and we do not chase the Customer but we continue to provide the Services, we can still require the Customer to make the payment at a later date.
- 19.7 **Severance.** If any provision or part-provision of these Subscription Terms becomes invalid, illegal or unenforceable, it shall be deemed deleted but it shall not affect the validity and enforceability of the rest of these Subscription Terms.
- 19.8 **Notices.**
- 19.8.1 If we are providing notice to the Customer, we shall send such notice to the email address registered under the Account. Notice can be provided to use in connection with these Subscription Terms by email to: michaelryan@mryanconsulting.onmicrosoft.com.

19.8.2 Any notice shall be deemed to have been received the next working day.

19.8.3 This Condition 19.8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## **20 Governing Law and Jurisdiction**

20.1 These Subscription Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

20.2 We and the Customer irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Subscription Terms or their subject matter or formation.