

## Communicating With Impact Seminar Terms And Conditions

These terms and conditions form a part of Motion International Ltd (trading as The Bald Truth™)'s enrolment agreement with you (this "Agreement") and apply to the seminar Communicating With Impact and for which you wish to enroll (the "Seminar" or "Seminars"), to the exclusion of all other terms and conditions issued or stipulated by anyone else other than The Bald Truth™. In these terms and conditions, all references to "us", "our" and "we" mean The Bald Truth™.

### 1. Notice of the Right to Cancel

You may notify us in writing, within 7 working days from the date of signing this Agreement ('Cooling Off Period') that you wish to cancel this Agreement by delivering or sending (including by electronic mail) a cancellation notice to the General Manager at The Bald Truth™, Mortimer House, Holmer Road, Hereford, HR4 9TA or info@rohanlive.com ("Cancellation Notice"). A Cancellation Notice shall be deemed to be served by you as soon as it is posted or sent to us or, in the case of electronic mail, from the date it is sent to us by you. By signing this Agreement you have agreed in writing that we may perform part of this Agreement prior to the expiry of the Cooling Off Period including, but not limited to, providing you with products relating to any of the Seminars that you have enrolled for by entering into this Agreement. Upon receipt of a Cancellation Notice we will refund to you the total amount you have paid to us pursuant to this Agreement as at the date of the Cancellation Notice less the value of any products (and/or service) you have received from us pursuant to this Agreement. To the extent that you have received any products from us prior to the date of the Cancellation Notice you will be required to pay us for the full value of the products you have received from us as at the date of your Cancellation

If a refund is due from us to you, we will process it within 10 business days (being any day other than (i) a Saturday, (ii) a Sunday or (iii) a day when the clearing banks are not physically open for business in the City of London ('Business Day')).

### 2. Our Obligations

We shall supply to you the Seminars for which you have enrolled under this Agreement. Any Seminars we supply to you under this Agreement shall be supplied with reasonable care and skill. We shall also supply to you the products associated with the Seminars to the extent required for you to participate in the Seminars for which you are enrolled under this Agreement. Any such products we supply to you under this Agreement shall be of satisfactory quality.

### 3. Rescheduling your enrolment

There are no other Communicating With Impact seminar dates available nor a reschedule available. Refer to the cancellation Policies in paragraphs 1 and 4.

### 4. Cancelling your enrolment after the Cooling Off Period

If you choose to cancel your enrolment for any reason after the Cooling Off Period (as defined in paragraph 1), the following conditions will apply:

**Paid in full** If you have paid in full the amount due under this Agreement you will be charged a cancellation fee in relation to the percentage applicable to your Seminar dates as indicated in the table below. The date of cancellation below refers to the original Seminar date booked, and not subsequent rescheduled dates. The balance owing will be held as a credit on your account with us, less the value of any products received, in accordance with paragraph 1, which may be applied by you towards an enrolment for any other Seminar offered by us.

Date of cancellation	Cancellation Fee
91+ days prior to start of Seminar	10% of enrolment price
61-90 days prior to start of Seminar	20% of enrolment price
31-60 days prior to start of Seminar	30% of enrolment price
0-30 days prior to start of Seminar	100% of enrolment price

### 5. Failure to attend a Seminar

If you fail to attend a Seminar in which you are enrolled then you shall forfeit your enrolment on the Seminar, as there are no further alternative dates as per paragraph 3.

### 6. Seminar Changes

If for any reason we deem it necessary to change the Seminar dates, venue, speaker or hours we may do so by notifying you in writing of the changes we make. In this case you retain the right to reschedule your enrolment in accordance with paragraph 5 above but you shall have no claim against us for a refund or compensation.

### 7. Seminar Cancellation

If for any reason we deem it necessary to do so, we may cancel a Seminar by notifying you in writing. In this case we will refund the total amount you have paid for your enrolment on that Seminar less the value of any products received by you in relation to that Seminar but you shall have no claim against us for any other refund or compensation.

### 8. Product Warranty

If any product that you receive under this Agreement is found to be faulty, our only obligation to you is to replace the faulty product, subject to availability,

within 10 Business Days of you returning the faulty product to us with a written request that the product be replaced.

### 9. Satisfaction Guarantee

Your 100% Money Back Guarantee. Your total satisfaction is our goal. We believe wholeheartedly that our seminars will assist you in achieving the results you want. If you are not convinced, let us know in writing by the end of Day 1 of the Seminar, and we will happily refund your investment less the value of any product received with your enrolment as set out in paragraph 1 of that specific Seminar. You should contact the Event Manager at the Seminar venue, return any course materials received at the event notify us in writing on the same day.

### 10. Intellectual Property

All products and other materials relating to the Seminar for which you are enrolling whether presented during, before or after the Seminar, are subject to copyright and other intellectual property rights. The copyright in all such products and materials remain the property of their owners and may not be recorded, used or reproduced, without the written permission of the copyright owner. You agree not, at any time, to do anything that would infringe the intellectual property rights in such products and materials, which also includes any filming and/or recording at the live Communicating With Impact seminar.

### 11. Data Protection

We will comply with the relevant Data Protection laws in storing and processing any personal information you provide us with, e.g., your name, e-mail address, telephone number, address and mobile number. By signing this Agreement, you agree that we can: 1) process your personal information for the purposes of this Agreement and 2) use your personal information to send you newsletters, publications and other information about us, our websites, our products or services or our events. If you would prefer not to receive such information, please inform us of this by sending us an appropriate e-mail explaining this to: events@rohanlive.com or writing to us at the address below.

### 12. Liability

A. Nothing in this Agreement excludes or limits liability for: 1) fraud; 2) death or personal injury caused by negligence; 3) any breach of the obligations implied by Section 12 Sale of Goods Act 1979 or Section 2 Supply of Goods and Services Act 1982; or 4) any other liability which cannot be excluded or limited by applicable law. Subject to the foregoing,

B. Our entire liability (including without limitation any liability for the acts and omissions of our employees, agents or sub-contractors) in respect of any breach of our obligations arising under or in connection with this Agreement (whether in contract, tort, negligence, breach of statutory duty, restitution or otherwise) in respect of all and any loss or damage howsoever caused is limited to 110% of the total amount paid or payable in aggregate by you to us under this Agreement within the 12 months preceding the date on which the claim first arose; and

C. We shall have no liability for any indirect or consequential losses, damages, costs or expenses; and

D. We shall have no liability for a) loss of profits (whether actual or anticipated); b) loss of business; c) loss of reputation, d) loss of revenue; e) loss of anticipated savings; or f) loss of opportunity; or f) loss of goodwill, arising from or in connection with this Agreement, whether or not such losses were reasonably foreseeable, or we or our employees, agents or sub-contractors were advised of the possibility of you incurring such losses.

### 13. Financial Advice Disclaimer

The purpose of the seminar is to share information only. Dr. Rohan Weerasinghe is not a registered Financial Advisor. He does not seek to make any recommendations or give advice. He seeks to share his understanding of the strategies which he has acquired through his own due diligence. All investments contain an element of risk. You should perform your own due diligence and seek the advice of an independent financial advisor.

### 14. General

A. This Agreement and our participation agreements and release forms (as signed by you from time to time) constitute the whole agreement and understanding between you and us and supersedes any prior understanding, communications, representations (except for fraudulent misrepresentations and misrepresentations as to a fundamental matter), undertakings and agreements (whether written, oral or otherwise) between you and us relating to the subject matter of this Agreement. You acknowledge that you have not entered into this Agreement based on any representation that is not expressly incorporated into this Agreement.

B. The laws of England govern this Agreement and you agree to submit to the exclusive jurisdiction of the English Courts.

C. Should any part of this Agreement be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement will be unaffected and shall remain in full force and effect.

D. This Agreement may not be varied except with the written approval of one of our directors. E. Except to the extent otherwise stated in this Agreement, all terms, conditions and warranties implied by statute, common law or otherwise that are excludable are excluded from this Agreement to the fullest extent permitted by law.

F. You and we hereby agree to exclude the application of the Contracts (Rights of Third Parties) Act 1999 from this Agreement.

**JANUARY 2019**

The Bald Truth™ is a trading name of Motion International Limited  
Registered address: Mortimer House, Holmer Road, Hereford, HR4 9TA  
Company Registration Number. 05403004. Registered in Great Britain.