

Valentina Popescu, sole trader

Programmes & Membership Terms and Conditions

I am so pleased you have decided to sign up for my programmes and membership - please read the following important terms and conditions before you commit to using them.

This contract sets out:

- your legal rights and responsibilities;
- my legal rights and responsibilities; and
- certain key information required by law.

The intention is that it will bring clarity to our relationship, protect both of us and take care of the business side of things so that we can get on with the good stuff! Please let me know if there are any clauses that you do not understand or that contradict your understanding of the membership.

In this contract:

- 'I', 'me' or 'my' means Valentina Popescu, sole trader; and
- 'You' or 'your' means the person buying or using my services and resources.

If you would like to speak to me about any aspect of this contract, please contact me by e-mail at contact@valentinapopescu.com.

BACKGROUND

I have a tech training and business automation and consultancy programme and membership. The details of the programme and membership are set out on the webpage or sales page where you signed up for the membership (membership description).

I am a sole trader and my trading address is 20 Endsleigh Gardens, Royal Leamington Spa, CV311RQ, UK.

1 Introduction

- 1.1 If you sign up to my membership you agree to be legally bound by this contract.
- 1.2 If you use any of my free resources (for example a free trial, podcasts, workbooks, discovery sessions or any other resources I may offer free of charge from time to time) you also agree to be legally bound by this contract as appropriate, excluding the clauses relating to payment rights.
- 1.3 When signing up for the membership or using any resources you also agree to be legally bound by:
 - 1.3.1 my website terms of use and privacy policy <https://docs.google.com/document/d/1Lo79MAOO2vxLHcbde4>

[kX6oQrLlbrBjv7/edit?usp=sharing&ouid=110222963587619769092&rtopof=true&sd=true](https://www.kX6oQrLlbrBjv7/edit?usp=sharing&ouid=110222963587619769092&rtopof=true&sd=true) ;

- 1.3.2 specific terms which apply to my membership which may be set out in the membership description or in email correspondence between us.

All these documents form part of this contract as though set out in full here.

2 Signing up for the membership

- 2.1 Below, I set out how a legally binding contract between you and me is made:
- 2.2 You sign up for the membership either on the site or sales page by clicking on the relevant payment link or I shall send you the link by email.
- 2.3 When you sign up for my membership by clicking on the payment link on my site or sales page or by clicking on the payment link I send to you by email, I shall acknowledge it by email. This acknowledgement does not, however, mean that you have been accepted into the membership. I may contact you in my sole discretion and refuse entry to the membership, for example if I do not think the membership is right for you or there has been a mistake in the pricing or description of the membership. I do not have any obligation to provide a reason for this refusal.

3 The membership

- 3.1 I shall provide the membership with reasonable care and skill.
- 3.2 The availability of the membership might be affected by events beyond my reasonable control. If so, there might be a delay before I can make the membership available again. I shall make reasonable efforts to limit the effect of any of those events, I shall keep you informed of the circumstances and I shall try to provide access as soon as those events have been fixed. Examples of events which might be beyond my reasonable control include illness, pandemics, epidemics, IT issues and problems with hosting providers, any law or action taken by a government or public authority.
- 3.3 In the event that membership resources are not available in whole or in part at any time, or becomes corrupted, is deleted or fails to be stored, I shall have no liability in any circumstances.
- 3.4 When you gain access to the resources in the membership, the resolution and quality of the resources you receive will depend on a number of factors, including the type of device you are using and your bandwidth, which may fluctuate during the course of your viewing. While I use all reasonable endeavours to provide a quality viewing experience, I cannot make any guarantee as to the resolution or quality of the content you will receive.
- 3.5 In order to gain access to the resources in the membership, you will need to use a personal computer, portable media player, or other device that meets the system and compatibility requirements of the membership platform and software from time to time. I may change the requirements for compatible devices from time to time and, whether a device is (or remains) compatible may depend on software or systems provided by the device manufacturer or other third parties. As a result, devices that are compatible when you sign up may cease to be compatible in the future.

- 3.6 I reserve the right to make changes to the membership from time to time. The availability of the content, as well as platforms and compatible devices, may change from time to time. I also reserve the right to replace or remove any resources and the platforms available to you through the membership, and to otherwise make changes in how I operate it. I may from time to time, with respect to any or all members offer certain features or other elements of the membership, including promotional features, user interfaces, plans, pricing, and advertisements.
- 3.7 **No Sharing of login details.** You may not share, give or sell your login details to any other person or entity. Excessive viewings or logins by any member may be treated as fraudulent use of the membership, in which case it will result in the immediate cancellation of membership without refund. When you become a member you agree to take all actions possible to protect your login details from fraudulent use. I reserve the right to cancel any membership I believe has been compromised, or is being used fraudulently, at my sole discretion.
- 3.8 The membership is not suitable for persons under 18]years of age, and by signing up you confirm that you are eighteen 18 years of age or older.

4 Your responsibilities

- 4.1 You will pay the fees for the membership in accordance with the membership description.
- 4.2 **Account, Password and Security.** When you sign up for the membership you will be given your login information. You are responsible for maintaining the confidentiality of your password and other login information and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify me 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. Each registration is for a single user only. You may not use another member's account without prior authorization from me.
- 4.3 Any content you post or submit to our site or to our Facebook Group while you are a member is subject to our website terms of use and acceptable use policy.
- 4.4 You acknowledge that deciding how to handle any issues which may arise as a result of your joining the membership, the choices you make in relation to them and whether or not you follow through on any information I provide is exclusively your responsibility. For this reason, although I fully expect great results to come from your participation in the membership, I cannot guarantee any specific outcomes or that all members will achieve the same results. The results are entirely dependent on your commitment and the effort you put into the resources I make available.
- 4.5 The resources in the membership do not in any way constitute specific advice or recommendations. They are for training and guidance only. I am not able to advise you on your individual circumstances.

5 Fees and payment

- 5.1 I am not VAT registered and therefore, my prices do not include any VAT.
- 5.2 The fees for the membership are set out in the membership description.

- 5.3 Membership fees are payable monthly and there is an option to pay a reduced price for 6 or 12 months in advance. The membership fees are billed on a periodic basis as specified at the time of purchase (e.g., monthly, quarterly, or yearly). Your membership subscription will continue on a recurring basis corresponding to the term of your subscription unless and until you cancel your subscription in accordance with clause 10.1 or the account or the membership is otherwise suspended or discontinued according to the terms of this agreement.
- 5.4 As long as you remain a member in good standing, with no breaks in your membership payments, your membership fee will not increase.
- 5.5 The membership fees are non-refundable except for where I cancel your membership other than under 10.3 below, you are entitled to a partial refund for any period of time which you have paid for in advance and during which you will not have access to the membership.

In all other circumstances I am not able to refund to you any of the payments you have made in advance.

Intellectual property

- 5.6 If I provide you with any materials, whether digital or printed, any intellectual property in those materials belongs to me and unless we agree otherwise you can only use those materials for your own personal use and you may not share them with third parties.
- 5.7 The resources in the membership are provided for your information and personal use only and (unless I explicitly state or agree otherwise in writing) may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purpose whatsoever.
- 5.8 From time to time I may record live sessions that I make available to you through the membership. If you participate in such sessions, you authorise me to use your image and voice in any such recordings (and to make use of such recordings in any way I think fit) without payment, other condition or need for further consent.

6 How I may use your personal information

- 6.1 I shall use the personal information you give to me to:
- 6.1.1 provide the membership;
 - 6.1.2 process your payment for the membership; and
 - 6.1.3 inform you about any similar products and services that I provide, though you may stop receiving this information at any time by contacting me.

For full details of how I deal with your personal data, see my privacy policy here

<https://docs.google.com/document/d/1Lo79MAOO2vxLHcbde4kX6oQrLlbrBjv7/edit?usp=sharing&ouid=110222963587619769092&rtpof=true&sd=true>

I shall not give your personal information to any third party unless you agree to it.

7 Confidential information

- 1.1 Where you participate in any group sessions, for example in communications as part of a Facebook group, you agree to keep strictly confidential any information shared by other members and not to share it with any third parties. You will not use the confidential information of any member for your own benefit except with the explicit consent of that member.
- 1.2 The obligations in clauses 8.1 will not apply to information which:
 - 1.2.1 has ceased to be confidential through no fault of either party;
 - 1.2.2 was already in the possession of the recipient before being disclosed by the other party; or
 - 1.2.3 has been lawfully received from a third party who did not acquire it in confidence.
- 1.3 Your confidentiality obligations under this clause will continue after termination of this agreement.

8 Resolving problems and complaints

- 8.1 In the unlikely event that there is a problem with the membership, please contact me as soon as possible and give me a reasonable opportunity to sort out any problems with you and reach a positive outcome.
- 8.2 I may at my option vary or re-perform the services if there is a problem and the terms of this agreement will apply to any re-performed services.
- 8.3 Nothing in this contract affects your statutory rights.

9 Termination of your membership

- 9.1 **Your right to cancel.** You may cancel your membership at any time after the 6-month or one-year minimum commitment agreed to when signing up. After you cancel, you will not continue to have access to all the resources until the end of the billing cycle. Your membership fees are recurring and your membership must be cancelled prior to the renewal date after the minimum commitment time, in order to avoid additional membership charges. If you have signed up to a subscription where you pay for several months in advance, that subscription is also recurring and will renew automatically on the expiry date. It is your responsibility to notify me if you wish to terminate your membership.
- 9.2 You cancel your membership by contacting our customer support team at contact@vplanguages.com
- 9.3 I may terminate your membership if you commit any material breach of the terms of this contract.
- 9.4 If I terminate your membership and suspend or discontinue your access due to your breach of this contract, then you will not be entitled to any credit, refund or discount in relation to the membership fees already paid by you.
- 9.5 If this contract is ended it will not affect my right to receive any money which you owe to me under this contract and it will not operate to affect any provisions that expressly or by implication survive termination.

10 Limit on my responsibility to you

10.1 Except for any legal responsibility that I cannot exclude in law (such as for death or personal injury caused by negligence), I am not legally responsible for any:

10.1.1 losses that:

- (a) were not foreseeable to you and me when the contract was formed;
- (b) that were not caused by any breach of these terms on my part;
and

10.1.2 business losses, including loss of business, loss of profits, loss of management time and loss of business opportunity.

10.2 My total liability to you is limited to the amount of fees you have paid for the membership.

11 Disputes

11.1 I shall try to resolve any disputes with you quickly and efficiently.

11.2 If you and I cannot resolve a dispute using my internal complaint handling procedure and either of us want to take court proceedings, the relevant courts of England and Wales will have exclusive jurisdiction in relation to this contract.

11.3 The laws of England and Wales will apply to this contract.

11.4 In the event of a dispute between us, you and I agree not to engage in any conduct or communications, including on social media, designed to disparage each other or my website, products and services.

12 Entire agreement

These terms constitute the entire agreement between us in relation to your purchase.

13 Third party rights

13.1 No one other than a party to this contract has any right to enforce any term of this contract.