



TERMS & CONDITIONS: EVENT TICKET PURCHASES

DEFINITION

Paul McFadden Wealth Ltd. ("PMW") is the designated Collecting Agent for products, services, tickets and events. References to "Client" or "Clients" or "You" in these Terms and Conditions are references to you. References to "we" or "us" in these Terms and Conditions are references to PMW.

ENGAGEMENT

Through your purchase, you hereby acknowledge and agree that you have read all the terms and conditions and you agree that your purchase forms a contract between you and PMW. PMW cannot, and does not, make any guarantees about the client's ability to get results or earn money with our ideas, information, tools or strategies. All products and services presented by PMW and its partners are for educational and informational purposes only. No product, service, training, or free information offered by PMW is a promise of results or future earnings. We do not offer any legal, medical, tax, or professional advice. Any financial figures referenced are illustrative of concepts only, and should not be considered as typical earnings or promises for actual or future performance. The client should use caution and always consult relevant professionals for independent advice before acting on this or any information in relation to a lifestyle change or your business or finances. The client alone is responsible and accountable for their decisions, actions and results in life, and by receiving this document the client acknowledges full responsibility for their actions. The client understands a basic level of emotional & psychological fitness is required to participate, and accepts responsibility to inform PMW in writing of any conditions that could impact their level of participation.

CANCELLATION / RESCHEDULING

You can *sometimes* cancel/reschedule your attendance at certain events. Check your specific ticket or event website for any such option that *may* be available). If a cancellation option exists for your event, and you meet the requirements, and you wish to cancel or reschedule your attendance: contact the PMW Office to make arrangements (0800 233 5596; mail@teampmw.com).

TRANSFER

All PMW events/products/services purchased are strictly non-transferable.

TERMINATION

PMW reserve the right to terminate the agreement at any time upon notice to the Client if (1) payment has not been made in full, (2) the Client fails to meaningfully participate in the event/product/service, (3) the Client violates the terms of the event/product/service, including those stated in contract, and those set forth as and when appropriate when communicated by a member of the PMW team, (4) the Client acts inappropriately towards PMW team members.

RIGHTS RESERVED

The Client understands that PMW training, content, media, frameworks, terminology and materials, both digital, physical and otherwise, must not be used for any other purposes, other than related to the event/product/service, without the prior written consent of PMW. This includes the launching of "Competing Programs" "Products" and "Services". At no point shall the Client have any right or claim to the intellectual properties of PMW.

RELEASE AND WAIVER

The Client gives PMW and any persons acting under its or their authority, management or consent, permission to take photographs, motion pictures, and video footage of and sound recordings of my voice, and I grant all rights of every kind and nature whatsoever in and to the results and proceeds of such photographs, motion pictures, video footage, and sound recordings, including, without limitation, complete, unconditional and exclusive ownership, together with the worldwide right in perpetuity to use and publish and to permit others to use and publish the same, as well as my name, likeness, voice, statements, testimonials, and other biographical material in connection therewith, in any form or media whatsoever. The Client accepts that PMW may use information in the form of testimonials, and to promote case studies for marketing purposes throughout and beyond the Client's participation in the event/product/service.

CONFIDENTIALITY AND NDA

The client confirms that they...

- (a) have registered under their own name for the sole purpose of participating in the event/product/service;
- (b) will not publish, broadcast, disclose, communicate to the public, or assist another to do the same in respect of, the identity, likeness or actual or paraphrased comments of anyone who participates, leads, assists or is otherwise involved;
- (c) will not film, videotape, audiotape or otherwise record, by electronic, digital or any other means, all or any portion; and will not record or take pictures of any kind, or assist another person or organisation to do so, of all or any portion or of anyone who participates, leads, assists or is otherwise involved in the event/product/service. The client will not take a tape or video recorder, movie or still camera, or any device, electronic or otherwise, intended to record the voice or likeness of any person involved.
- (d) agree that the provisions of this Agreement shall be governed by and enforceable under the laws of, and subject to the exclusive jurisdiction of the courts of Scotland; and that PMW shall have the right to pursue all legal and equitable remedies available to it, including injunctive or other extraordinary relief and damages if the client breaches this Agreement.

DATA & PROTECTION

In today's heavily-regulated Data Protection and GDPR world we have to be careful to protect our clients. Therefore, with the unique exception of posting an offer for potential collaboration with a deal or investment funds within one of PMW's private Facebook Groups, where a client posts the details and invites other clients to private message them, there should be no appeal/request to gather personal or contact information from the rest of the clients. This would include not asking to collect email addresses, phone numbers, or create other facebook or WhatsApp groups. That way, we comply with policies and regulations, and more importantly, protect the security and privacy of our clients.

COMPETE CLAUSE

You may at your discretion set up in competition with PMW as a property education and/or consulting entity. However, for any existing client of PMW that you enrol as a client of your own, you agree to pay a flat rate fee of £3,000 per client, plus 50% of any revenue generated through additional deals/transactions. Through this Agreement, you agree to settle invoices within 30 days, should this Compete Clause be enforced, for a period of 10 years following your purchase.

AGREEMENT AND CHANGES

This agreement is subject to change by PMW if deemed appropriate. No other agreement, verbal or written is deemed to have taken place upon receipt of this agreement.

LIMITATION OF LIABILITY

PMW:

- a. exclude all terms, conditions and warranties implied by custom, the general law or statute, or which cause any part of this agreement to be void ('Non-excludable condition').
- b. limit our liability to the client for breach of a Non-excludable Condition to the total amount actually paid by the client under this agreement;
- c. limit our liability to the client for any claim (whether arising in contract, tort or statute) for any loss or damage whatsoever suffered by the client in relation to providing the opportunity to the client to purchase the PMW products and/or services to the total amount actually paid by the client under this agreement;
- d. exclude all liability for consequential damage (including but not limited to, lost of revenue or lost of profit) suffered by the client in any way relating to the revision of the opportunity for the client to purchase the PMW products and/or services or the client's exercise of rights under this agreement.

FORCE MAJEURE

If the provision of products and/or services as contemplated by this Agreement are prevented or cancelled because of an Act of God, inevitable accident, fire, blackout, flood, or any other calamity, or if by reason of riots, strikes or lockouts, or any other events beyond the direct control of PMW, PMW may at its option postpone the delivery of the training from the original schedule and the client is not entitled to claim for a refund or for any costs, expenses, losses, damages or liabilities which may be incurred or suffered by the client as a result of such postponement.