



T&C AGREEMENT

A Terms and Conditions agreement (T&C AGREEMENT) is the agreement that includes the terms, the rules and the guidelines of acceptable behaviour and other useful sections to which users must agree in order to use or access this web site)

TERMS & CONDITIONS SALE AGREEMENT on the website www.hap-uk.com

General Provisions

With these General Conditions of Sale ("General Conditions of Sale") Holistic Alliance Professionals (hereinafter "HAP") based in 109b North High Street, Musselburgh EH21 6JE, Edinburgh, Scotland, UK, COMPANY NUMBER SC653736 intends to regulate the offer and sale to its customers (hereinafter "Customer" or "Customers") through this website www.hap-uk.com (hereinafter the "Site") of online training video courses provided in e-learning concerning holistic disciplines - hereinafter referred to as "Videocourse" or "Videocourses" - and created by professionals in the sector - hereinafter referred to as "Teacher Trainer" or "Teacher Trainers".

These conditions are valid and effective towards all Customers whether they are customers / consumers (for which we mean a natural person who purchases a Service and is the direct user) or whether they are entities and / or third parties (who do not directly benefit from the Service in question). The purchase of the Services by natural persons is allowed only to persons who are eighteen years old (18).

The applicable General Conditions of Sale are those in force on the date of payment and are available on the Site in English and Italian.

Application of the General Conditions of Sale

This article relates to the sale, by HAP to the Customer, of the Video Courses.

The Customer declares to have read, understood and accepted, during the REGISTRATION phase (using the appropriate form on the Site) and prior to the purchase of each individual Video Course (by checking the appropriate box on the Site)

1) These General Conditions of Sale

2) The Privacy Policy

3) All the information contained in the file of the single Video Course, which is visible on the Site and from which the main characteristics of the Video Course are evident, (purpose, method of development, duration, program, contact person, technologies used, costs and so on).

For any clarification prior to or subsequent to the registration or purchase of the Video Courses, HAP invites the Customer to use the appropriate contact form available in the sheet of each individual Service and / or the email info@hap-uk.com and / or the WhatsApp messaging contact at +39 320 626 8113. All contact methods are expressly indicated on the Site.

Signing up

- I. Registration for the Video Courses is carried out by submitting the specific application form by the Customer, which must be filled in with all Personal Data directly on the Site.
 - a. The Customer is the sole, exclusive and solely responsible for the correctness and completeness of the Personal Data provided and in any case for any data entered on the Site and / or in the application form, with the exclusion of any liability of HAP.



- b. In general, the Customer is solely responsible for entering the information necessary to correctly register.
 - c. Personal Data will be filed, stored and protected in the HAP database (<https://www.hap-uk.com/cms6>) in accordance with the law (for the Processing of Personal Data see Privacy Policy & Data Protection Policy)
- II. HAP reminds you that the Customer must be over 18 years of age to be able to register. If the Customer is under the age of 18, the Customer is invited to ask a parent and / or guardian to enter their contact email in order to receive any communication from HAP.
 - III. To confirm the registration, the Customer receives a confirmation email, automatically generated by the system, showing the details of the Video Course that the Customer wishes to purchase. We invite the Customer to check the Spam if the email is not received within a few minutes of signing up.
 - IV. No payment is due to HAP during registration.

Terms of payment

- I. The prices of the Video Courses are expressed in Pounds Sterling (£) and include VAT and / or VAT. HAP reserves the right to change the price of the Video Courses at any time, it being understood that the price charged to the Customer will be the one indicated during registration and in the confirmation email. We invite the Customer to check the Spam if the email is not received within a few minutes of signing up
- II. Payment must be made by the Customer only following the application for registration and receipt of the confirmation email containing the details of the video course and the amount to be paid.
- III. The payment of the entire amount indicated must be made in a single solution.
- IV. Payment can only be made through the PAYPAL secure system directly on the Site.
- V. In no case will HAP be held responsible for any fraudulent and / or illegal use of cards name, surname, telephone number, email address and account name of the remote conferencing service).

Delivery mode

- I. The Video Courses will be delivered online through HAP's cmsincloud platform (<https://www.hap-uk.com/cms6>) called "Private Area". Each customer will have access to his own private area with a unique username and password.
- II. Following the successful payment and within 48 working hours of receipt of payment, HAP will send the Customer the payment confirmation via email together with the login credentials to the Private Area and the information to be able to use the video course purchased.
- III. The Customer will therefore have access to his private area only after making the payment.
- IV. If, after sending, there are no subsequent changes to the access credentials and / or information to be able to take advantage of a video course, it is up to the Customer to contact HAP at the e-mail address info@hap-uk.com or through other channels indicated above for any further clarifications.
- V. In the event that Customers do not provide contact details of any kind or incorrect contact details, HAP declines any responsibility for failure to communicate in any form.

Customer Behavior

Customer Account and Private Area

- I. The Access Credentials for the use of the Customer Account and the Private Area are for the exclusive and individual use of the Customer who purchased the video course. The Access Credentials guarantee access to the video course exclusively for the Customer who purchased the video course.



- II. The Customer has full responsibility for the correct storage of his Access Credentials and for everything that is done with them, including any damage caused to HAP and / or third parties, caused by the use of the aforementioned credentials by third parties.

Transfer of the original right

- I. The Customer may not under any circumstances assign to third parties any obligations or rights arising from this Agreement in the absence of prior written authorization, issued at the sole discretion of HAP and communicated by the same by registered letter with return receipt or PEC.
- II. An exception is the case of purchase of Video Courses by entities and / or third parties (who do not directly use the service in question), access will be guaranteed only after explicit communication of the Personal Data of the Customer who will actually use the Service.

Relationship with the Teacher Trainers

During the course and upon completion of the video training course, the Customer has the opportunity to discuss with the trainer by contacting him via HAP email or by organizing video calls via remote conference services (eg Skype). Consultations are free in the number of times and for a maximum time defined by each individual author, indicated in the presentation of each individual course. As for the days of the meetings: they are agreed with the author by e-mail.

After any free comparisons agreed, other interactive lessons may be available at the price of £ 25 every half hour.

The Client has full responsibility for the information shared at all times with the Teacher Trainer. For security reasons, HAP invites the Customer not to share personal information with other people, in addition to the information necessary for a teacher-student relationship (i.e. limited to Name, Surname, Telephone number, Email address and account name of the remote conferencing service).

Customer Responsibility

The Customer may use the Access Credentials and the information to access the Video Course only for lawful purposes. The Customer has full responsibility for his actions during the entire course of the Video Course, actions that must comply with the provisions of the local or national laws or regulations in force.

Intellectual Property Rights

HAP reminds you that the video courses are licensed to the Customer, not properly sold. The license does not give Client any right to resell the contents of the video course in any way, including sharing account information or illegal downloading of the video course, copying and its sharing.

The Customer uses the Video Courses in full compliance with the intellectual property rights of HAP and third parties. Only the registered customer will be able to use the content of the video courses and associated video and pdf materials. It will not be possible to copy, sell, or distribute in any other way what constitutes a Video Course.

Discharge of Liability of HAP

- I. By accessing a Video Course, the Customer may be exposed to content that he deems offensive, indecent or questionable. HAP is not responsible for preventing such content from reaching users and is not responsible for the user's access to any video course, to the extent permitted by applicable law.
- II. This also applies to health, well-being or physical activity. The Client acknowledges the risks and dangers inherent in the nature of this type of course and, by enrolling, chooses to voluntarily assume these risks including the risk of illness, physical injury or death.



- III. HAP has no control over the type of video course choice made by the Customer, the Customer therefore assumes full responsibility for his choices as reported above.
- IV. To the extent permitted by law, HAP, its Teacher Trainers, suppliers and partners will not be held liable for indirect, incidental or consequential damages.

Revocation of credentials and disputes

- I. HAP reserves the right to revoke the Access Credentials at any time, thus preventing the Customer from further accessing the video course, in the event of a behaviour not compliant with these General Conditions of Sale. HAP also reserves the right to prevent access to a video course or immediately remove a customer by precluding further access to the video course in the event of a behaviour that does not comply with these General Conditions of Sale.
- II. The Customer undertakes to indemnify HAP from all losses, damages, responsibilities, costs, charges and expenses (including legal) that may be incurred by HAP as a consequence of any failure to fulfil the obligations assumed by the Customer with the subscription. of this Agreement, and in any case related to the entry of information on the Site; all of this, even in the event of claims for damages made by third parties for any reason.
- III. Finally, the Customer agrees to release HAP from any liability in the event of complaints, legal actions, governmental or administrative actions, losses or damages resulting from the illegal use of the Service by the Customer or third parties.
- IV. HAP reserves the right to ask the customer, even in court, for compensation for the damage caused by him. The expulsion measure is communicated in writing, is unquestionable and does not give the customer any right of reimbursement for the part of the video course not attended by him. The customer has the right to state his reasons in writing and request a review of the provision by writing to the email address below or by sending a certified e-mail and / or registered letter with return receipt.

Appendix

- I. HAP, cannot be held responsible for non-fulfilment of its obligations deriving from causes that are not reasonably foreseeable, from impediments that are beyond the sphere of its direct and immediate control, or from causes of force majeure (frequent examples include lack of internet connection, malfunction of the Internet or YouTube, malfunction of the devices - be they PC, Tablet or SmartPhone - of the Customer and everything that could lead to a non-optimal use of the video courses).
- II. Except in cases of wilful misconduct or gross negligence of HAP, the Customer expressly exempts HAP from any liability for direct and indirect damages:
 - a. that the Customer or third parties may suffer in connection with or depending on the provision of the Course or as a result of the interruption of operation.
 - b. that the Customer or third parties may in some way blame for the non-delivery to connectivity by the operator of the telecommunications network, or even for the Client's use of connectivity (not high-speed) technically incompatible with the service, as well as for the failure to use the Course following defects found by Customer in the use of the same, if all this is due to the failure to meet the minimum system requirements, the verification of which is the Customer's responsibility;
 - c. caused by third parties who illegally accessed the Course, due to the Client's lack of caution in custody of the Access Credentials attributed to him, or due to the absence of other security measures that the Client is required to adopt as already expressly indicated;
- III. In no case will HAP be held responsible:
 - a. of the malfunction of the Service deriving from breakdowns, overloads, interruptions of telephone lines, electricity or referred to the Internet;



- b. for breaches of third parties that prejudice the use of the video course, including, by way of example, slowdowns in speed or the failure of telephone lines and computers that manage the telematic traffic between the customer and the web 2.0 platform (YouTube) through which the Course is delivered - it is the Client's sole responsibility to ensure interoperability between connectivity

Jurisdiction

These terms are governed by Scottish law and you submit to the exclusive jurisdiction of the Scottish courts.

Contacts

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