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Last revised: 20th February 2016

1.1 THE FUN EXAM PLAN

All the information, video content and exercises contained within the FUN Exam Plan are protected under copyright law. All of the material contained within The FUN Exam Plan is the property of The Exam Coach.tv. Replication without fair attribution is a criminal offence.

The FUN Exam Plan does not guarantee you will achieve the results you want. Rather, it should be seen simply as a series of approaches and techniques put together to form an exam preparation and performance plan. The approaches and techniques are based on James Davey's personal experience and research conducted within the field of University, Independent, Grammar and State Education in the United Kingdom.

It is important you fully understand that all advice and exercises offered by The Exam Coach.tv are followed at your own risk and responsibility. Although The Exam Coach.tv will always recommend what is believed to be in a person's best interests, it is your responsibility to check with your GP or consultant if any of the recommendations could put your health or any other aspect of your life or livelihood at risk.

Once The FUN Exam Plan has been purchased the purchaser is entitled to 12 months of usage. After 12 months from the day of purchase has passed your purchase is no longer valid. It is your responsibility to notify The Exam Coach.tv if you would like to renew your access to The FUN Exam Plan for another year. Otherwise, your account will be terminated and no further charges will be made.

The Exam Coach.tv is committed to fair conduct and transparency at all times regarding the usage of The FUN Exam Plan. It acknowledges that young people are often more susceptible when it comes to forgetting to cancel subscriptions and other recurring payments. Therefore, The Exam Coach.tv shows an appreciation of this by never renewing any such subscription without the user's permission. We operate a fair and transparent 'opt-in' policy at all times.

1.2 OFFICE HOURS

Team Keen (The Exam Coach.tv employees) are on hand to answer any questions you may have:

Monday through to Friday - 9am to 5pm.

Saturday and Sunday – closed.

Bank Holidays – closed.

Christmas and New Year - office closure will be made available 2 weeks (14 days in advance).

In the event of staff training and office closure you will be notified 2 weeks (14 days) in advance. Please note this will not affect The FUN Exam Plan's availability.

Customer support can be contacted via this email address:

teamkeen@theexamcoach.tv

1.3 PAYMENT

The Exam Coach.tv has partnered with Stripe to manage processing of payments. Stripe can handle credit and debit cards from the major card schemes: Visa, MasterCard, American Express, Discover and JCB. Your data is sent directly to Stripe's servers. Stripe is compliant with the Payment Card Industry Data Security Standard (PCI DSS) – the highest possible level of financial data protection available. The Exam Coach.tv takes the protection of your financial data seriously.

If a payment is cancelled, cannot be taken due to insufficient funds, or has been refused by Stripe a reminder email will be sent to you requesting the outstanding payment. This can be paid via your original payment method, directly into The Exam Coach.tv Stripe account or by credit card.

If the funds have not been received within 5 days of the due date, a £15 administration fee will be charged in addition to the arrears. Your access to The FUN Exam Plan will go on hold until a payment has been made. In the event that we have not heard from you and payment isn't successfully received within 5 working days, a further email will be sent advising you that if outstanding funds are not received we reserve the right to pass your details over to our chosen debt collection agency to enable us to recover the costs. This email; will represent the final demand for payment and will be in line with the statutory 30 days period in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. Additional charges will apply in this instance.

1.4 LIABILITY / RISK

When following any advice or exercise you are doing so responsibly with your own guidance and take full responsibility for the effects on your mental and emotional health.

It is possible that you may become injured doing the exercises in your program. If you choose to participate in these risks, you do so using your own free will and accord, knowingly and voluntarily assuming all risks associated with such activities.

Our company does not act as medical doctors or therapists. You **MUST** consult your doctor before beginning ANY of our plans, no exceptions. You **MUST** consult your doctor/physical therapist immediately in the event of illness or injury and follow their direct advice which could mean stopping The Plan altogether. You are using the chosen Plan at your own risk and The Exam Coach.tv is not responsible for any injuries or health problems you may experience or even death as a result of using The FUN Exam Plan.

The Exam Coach.tv maintains the correct and appropriate insurance with a reputable UK Insurer, we ensure our policy is renewed on an annual basis and details of our cover can be provided upon written request. Any and all potential claims need to be made in writing and a company representative will respond within 30 days.

The Exam Coach.tv takes no responsibility for results that are deemed unacceptable by the user.

1.5 DATA PROTECTION ACT 1998

The Exam Coach.tv may use your personal information to provide products and associated services or for feedback on your use of such products and services. We will not send you unsolicited marketing material and you will always have the option to unsubscribe. All information supplied will be held by The Exam Coach.tv and will remain secure and confidential. Your details will only be used for internal research purposes and will not be passed on to any third parties or used for marketing purposes in accordance with the Data Protection Act 1998.

The data will only be disclosed to employees of The Exam Coach.tv to enable them to assist you. The data will be kept securely for as long as you are our client.

1.6 REFUNDS

Since The Exam Coach.tv is offering non-tangible irrevocable goods we do not issue refunds once the order is accomplished and the product is sent.

As a customer you are responsible for understanding this when purchasing any product from our site and in the unlikely event of The FUN Exam Plan not being viewed as sufficient or falling in line with personal circumstance be that lifestyle or financial, this would not warrant a refund.

However, we realise that exceptional circumstances can take place with regard to both the character of the product we supply and your personal life.

Therefore, we may honour requests for a refund for the following reasons:

1. Product not-as-described: such issues should be reported within 3 days from the date the product is received. Clear evidence must be provided proving that the purchased product is not as it is described either on the website and/or in our terms and conditions. Complaints which are based merely on the customer's false expectations or wishes are not honoured.
2. In the event of serious debilitating illness, physical or mental injury. Confirmation of this in the form of a doctor's note or medical certificate will need to be provided before consideration.

Refunds will only be applied in the event of proven injury (official medical document) or exceptional circumstances agreed by The Exam Coach.tv.

1.7 SOCIAL MEDIA

Due to The Exam Coach.tv providing information to and communicating with people legally classed as either children or young adults, we adhere to a strict social media and child protection policy.

This policy can be provided upon request. Please send an email of request to teamkeen@theexamcoach.tv. This information is usually of interest to educational institutions who wish to promote The Exam Coach.tv social media support to their students.

1.8 THE FUN EXAM PLAN – BULK PURCHASING

The Exam Coach.tv works with educational institutions to provide online exam preparation for their students at a discounted price. In order to find out how this can be managed at your institution in a way that is safe and sustainable please contact: teamkeen@theexamcoach.tv with your enquiry.