

Online Course Terms and Conditions

1. Introduction

- 1.1 These terms and conditions apply to the provision of the 'The Resilience Formula Programme' online self-study course (**"the Online Course"**) by DJB Business Solutions Ltd, trading as Deborah Bulcock Coaching (**"the Provider"**, **"We"**, **"Us"**, **"Our"**) whose registered office is at FM House, Bentley Wood Way, Burnley, BB11 5ST to the purchaser of the Online Course (**"You"**).
- 1.2 Your purchase and use of the Online Courses is be subject to these Terms and Conditions and you are deemed to have accepted them when you purchase the Online Course, unless we expressly agree in writing otherwise.
- 1.3 These Terms and Conditions (including the Schedule) along with our Privacy Notice and Website Terms of Use (which can be viewed in the footer of www.deborahbulcock.com) represent the entire agreement between us and apply to the exclusion of any other terms that you may try and impose or incorporate or which may be implied by trade, custom, practice or in any previous course of dealings. For the avoidance of doubt these Online Course Terms and Conditions shall take priority over any other documents in the event a conflict arises.
- 1.4 By purchasing the Online Course and accepting these Terms and Conditions you are agreeing that you are over 18. The Online Course is not intended for use by anyone under the age of 18.

2. The Online Course

- 2.1 We shall deliver the Online Course with reasonable care and skill consistent with best practices and standards applicable within our marketplace and shall ensure that the content of the Online Course is of satisfactory quality, fit for purpose and as described.
- 2.2 We agree to comply with all relevant regulations, guidance, standards and codes of conduct that apply or are relevant to the provision of the Online Course.
- 2.3 We shall deliver the Online Course in accordance with the details set out in Schedule 1 (attached).
- 2.4 We shall use our reasonable endeavours to deliver the Online Course within the timescale as set out in Schedule 1, however, time shall not be of the essence for delivery.
- 2.5 In delivering the Online Course, we may engage the services of our employees, contractors and other third-party providers as we deem necessary.
- 2.6 We shall use our reasonable endeavours to ensure that all descriptions of the Online Course correspond to the Online Course that you will have access to.
- 2.7 Whilst we shall make every effort to deliver the Online Course in accordance with the details as set out in Schedule 1, we reserve the right to amend, revise or make changes to the Online Course or cancel, amend, change or reschedule any part as is reasonably required by us without any notice to you. Where changes or amendments are made, we shall ensure that the Online Course still matches the description provided to you at the time of your purchase, save that we shall not be prevented from making any beneficial changes to the Online Course which mean that the original description is enhanced. We shall not be liable for any changes or cancellations that are made to the Online Course.
- 2.8 When you purchase the Online Course from us, we may provide you with materials, information, videos, resources, data and other content. By completing your purchase you agree and accept that all such material remains our confidential and proprietary intellectual property and belong solely and exclusively to us and can only be used by you in connection with your use of the Online Course and should not be copied, disclosed, or used for any commercial reasons without our express consent.
- 2.9 Any information, support and guidance we provide to you is not personal to you and should not be taken or relied upon as advice, guidance or information personal to your own situation or circumstances.
- 2.10 Where the Online Course purchased includes interactive or live sessions via video link or telephone (**"the Sessions"**), the dates and times of these Sessions will be arranged by us and notified to you by email. It shall be your responsibility to

attend the Sessions as arranged and no alternative or replacement dates or times shall be offered if you are unable to attend for whatever reason.

- 2.11 The Online Course is provided on an 'as-is' and 'as available' basis. From time to time we may be required to undertake changes or amendments to the Online Course or our systems and processes, which includes routine and unexpected maintenance. We shall not be liable for any lack of accessibility to the Online Course or our systems or processes which is caused due to routine or unexpected maintenance.

3. Your Obligations

- 3.1 You agree to provide us with all necessary information we require in order to deliver the Online Course to you.
- 3.2 We shall not be liable for any delay in the delivery of the Online Course caused by your failure to comply, or delay in complying, with any of the provisions in this Section.
- 3.3 Your order and purchase of the Online Course is personal to you. On this basis you accept and agree that you will not share or disclose your access to the Online Course, or your password to any private area, with any third party, or sell, license or otherwise assign your rights in relation to this Online Course.
- 3.4 We respect your privacy and confidentiality and we ask that you respect the privacy of other group members or individuals accessing the Online Course ("**Clients**"). Where the Online Course includes group sessions, access to a private facebook group or other private group or members area, you agree:
- 3.4.1 to act in a reasonable and responsible manner at all times when accessing the private groups or areas or during any group Sessions and not to act in a manner which may cause offence, distress or alarm to any other Clients; and
- 3.4.2 not to canvass, promote or advertise your products or services to any of our employees, contractors or Clients, or use your participation in the Online Course or access to the Online Course to canvass, promote or advertise your products or services without our express consent [delete if not appropriate].
- 3.4.3 not to record sessions, for your personal use or otherwise;
- 3.4.4 not to share information, whether expressed to be confidential or not, that is shared by another Client;
- 3.4.5 not to capture or share images of any other Client or that include any other Client without that Client's express permission.
- 3.5 In the event you have any concerns as to any aspect of our delivery of the Online Course then you agree to notify us of such concerns by email to coach@deborahbulcock.com as soon as possible. We agree that, upon receipt of such notification by email, we shall use reasonable efforts to work with you to resolve your concerns.
- 3.6 If you experience a fault with the Online Course please let us know immediately by email to coach@deborahbulcock.com We shall use our best endeavours to remedy the fault and where we are unable to fix it then you may be entitled to a full or partial refund. For further information concerning your rights as a consumer please contact your local Citizens Advice Bureau.
- 3.7 In the event you refuse or fail to comply with this Clause 3 then we shall be entitled to terminate your access to the Online Course and any associated Sessions, groups or member areas.
- 3.8 Where the Online Course includes access to a private area and/or you are required to set up an account it shall be your responsibility to:
- 3.8.1 provide the correct information to set up your access to the private area or create your account; and
- 3.8.2 keep your password or any other access information private, safe and secure; and
- 3.8.3 to notify us should you become aware of, or suspect that a third party is aware of your password or access details.

- 3.9 When accessing the Online Course and/ or our membership or account areas you agree not to take any action which seeks to disable or in any way interfere with any of our systems or processes or tests or seeks to test the vulnerability of any of our systems or processes.

4. Placing an Order

- 4.1 Your order and purchase of the Online Course is a contractual offer that we may, at our sole discretion, accept. After making your order and making payment you will receive a payment notification.
- 4.2 The payment notification is not our acceptance of your order. Our acceptance is indicated when we send your welcome email ("**Welcome Email**") and a legally binding agreement between us will be formed once we send the Confirmation Email.
- 4.3 When you place an order to purchase the Online Course you will be required to acknowledge that you wish access to the Online Course to be provided to you immediately and that you acknowledge and agree that you will lose your legal right to change your mind and cancel this agreement.
- 4.4 In the event we are unable to fulfil your order and deliver the Online Course we shall notify you by email and provide you with a full refund of the Course Fee paid.

5. Fees and Charges

- 5.1 The cost for the Online Course ("**the Course Fee**") is as set out in Schedule 1.
- 5.2 The Course Fee shall be paid by you in GBP by card payment, bank transfer or Paypal and is exclusive of VAT and any other taxes which may apply.
- 5.3 Any deposit payable shall be non-refundable unless we fail to deliver the Online Course by reason of our own fault or failure.
- 5.4 Time shall be of the essence in respect of the payment of the Course Fee, any instalment of the Course Fee and/or any deposit.
- 5.5 Payment of the Course Fee shall be made without deduction, set off or any form of withholding except as is required by law.
- 5.6 Cleared payment of the Course Fee must be received by us before you are entitled to access the Online Course.
- 5.7 Where you wish to make payment of the Fee by credit or debit card then you authorise us to charge your debit or credit card to obtain payment of the Fee. In the event payment is rejected by your debit or credit card provider, or payment fails, but you have still received access to the Online Course then you agree to be responsible for payment of the Fee within 7 days from access to the Online Course being provided.
- 5.8 We reserve the right to vary the amount of the Course Fee at any time.

6. Late Payment

- 6.1 You are responsible for ensuring that payment of the Course Fee or any instalment of the Course Fee (if applicable) is paid in full and on time in accordance with the payment terms set out in Schedule 1.
- 6.2 If payment of the Course Fee or any instalment of the Course Fee is beyond 7 days overdue, then we shall be entitled to any or all of the following remedies:
- 6.2.1 to withhold delivery of the Online Course or access to any associated Sessions, groups or resources until payment has been made in respect of the outstanding amount;
- 6.2.2 to apply a fixed sum charge in the sum of £50 to your account;

- 6.2.3 to apply interest to your account on a daily basis as from the date payment is due until full payment (including accrued interest) is received by us. Interest will be calculated on the outstanding Fee at a rate of 8% over the Bank of England's base rate from time to time.
- 6.2.4 to remove you from any groups, membership areas, or similar resources which have been provided as part of the Online Course.
- 6.3 In the event your account is beyond 30 days overdue we shall be entitled to instruct a collection agent or solicitor to seek recovery of the Fee along with any late payment fee and any accrued costs incurred in taking such action.
- 7. Refund Policy**
- 7.1 No refund policy shall apply to your purchase of the Online Course.
- 8. Cancellation and Termination**
- 8.1 You shall have the right to cancel your access to the Online Course by providing notice to us by email to coach@deborahbulcock.com. In accordance with Clause 6, despite cancellation, no refunds will apply.
- 8.2 Upon cancellation or termination pursuant to these terms and conditions, all payments in respect of the Course Fee shall become immediately due and payable.
- 8.3 For the safety, protection, and benefit of our Clients, we reserve the right to cancel your access to any of the services provided as part of our Online Courses at any time. In the event such a situation arises we do not need to provide a reason for the cancellation and any refund will be considered wholly at our discretion.
- 8.4 We reserve our right to terminate your access to the Online Course and any associated Sessions, groups or resources, with immediate effect, and without refund, if you:
- 8.4.1 commit a material breach of your obligations under these Terms and Conditions; or
- 8.4.2 fail to provide payment of any amount due in respect of the Course Fee as and when it becomes due; or
- 8.4.3 have a bankruptcy petition presented against you or you subject to a bankruptcy order; or
- 8.4.4 enter into a voluntary arrangement pursuant to the Insolvency Act 1986; or
- 8.4.5 are subject to any of the circumstances arise as set out in clause 7.5.
- 8.5 We shall be entitled to limit the Online Course or suspend, and/or terminate the arrangement without refund of any Course Fee, whether paid or remaining due and payable, if we reasonably determine that you are:
- 8.5.1 becoming disengaged, disruptive or if you impair the provision of the Online Course or the enjoyment of the Online Course by any of our Clients. For the purposes of this Agreement the terms disengaged and disruptive shall be given their ordinary dictionary meaning and examples of such behaviour shall include, but not be limited to, displaying a lack of interest in the Online Course, failing to respond positively to requests for further information or other contact, repeatedly ignoring or failing to respond to emails or other messages, communicating in a way which is abusive or intended to cause offence; and/or
- 8.5.2 failing to follow or abide by any of the terms set out within this document or any other terms or guidelines as may be agreed whether such action constitutes a material breach or not.
- 8.6 Upon termination of this arrangement for any reason:
- 8.6.1 all clauses which either expressly or by their nature relate to the period after the delivery of the Online Course or expiry or termination of the same shall remain in full force and effect; and
- 8.6.2 you shall (except to the extent referred to in clause 8.3) cease to use, either directly or indirectly any Confidential Information received as part of the Online Course, and shall immediately return to us or destroy any documents, materials or resources in your possession or control which contain a record of any Confidential information.

9. **Confidentiality, Intellectual Property and Data Protection**

- 9.1 In order to benefit fully from the Online Course you accept that in some cases you may be encouraged to disclose Personal Data and / or Confidential Information. We understand and respect the value of such information and shall not, either directly or indirectly, communicate or disclose, make available to, or use for our own purposes, your ideas, know-how, business practices, concepts and techniques, plans, trade secrets, and other confidential and/or proprietary information (collectively, “**Confidential information**”) that you may disclose to us or that may be disclosed as part of the delivery of the Online Course.
- 9.2 Confidential Information for the purposes of this Agreement excludes any information that:
- 9.2.1 was already known to us prior to being provided with that information by you;
 - 9.2.2 is already accessible in the public domain;
 - 9.2.3 is provided to us by a third party separately from this Agreement and without any breach of the terms of this Agreement; or
 - 9.2.4 is produced, developed or collated by us independently of you and without any breach of the terms of this Agreement.
- 9.3 When you purchase the Online Course, we shall grant to you a personal, limited, non-exclusive, non-transferable, revocable licence to access, view and use any materials and resources provided as part of the Online Course solely for your personal, individual and/or business purposes and for the purposes intended by this Agreement. All other uses are strictly prohibited.
- 9.4 Any information or data that you provide to us in connection with your purchase of the Online Course or these Terms and Conditions, including Confidential Information, will be maintained by us and stored, accessed and processed in accordance with recognised data protection legislation and we shall only process data to the extent reasonably required to enable proper delivery of the Online Course as purchased by you.
- 9.5 All documentation and information disclosed to us in connection with your purchase of the Online Course will be retained in accordance with relevant retention guidance for a period of no less than 6 years.
- 9.6 We agree not to disclose any Personal Data to any third party other than our employees, agents or advisors and shall ensure that any such persons agree to process the data in compliance with the relevant data protection legislation, namely the General Data Protection Act 2018 or as required by a relevant court or other form of legal or statutory order requiring disclosure by us.
- 9.7 We confirm that we have put in place reasonable technical and organisational processes and measures to ensure the safety and security of any Personal Data processed by us on your behalf. For further details as to how your Personal Data will be processed please refer to our Privacy Policy held on our website at www.deborahbulcock.com .
- 9.8 By purchasing the Online Course you hereby agree and undertake that from the date of purchase:
- 9.8.1 not to infringe any of our, or our Clients’ copyrights, patents, trademarks, trade secrets or other intellectual property rights;
 - 9.8.2 that any Confidential Information disclosed by us, or our Clients is confidential and proprietary, and belongs solely and exclusively to us or the Client disclosing it.
 - 9.8.3 not to disclose such Confidential Information to any other person or use it in any manner other than during Sessions or as otherwise expected as part of the provision of the Online Course;
 - 9.8.4 that all materials, resources, information and any data provided by us or our Clients, is that person’s confidential and proprietary intellectual property and belongs solely and exclusively to them, and may only be used by you as expressly authorised by us or our Clients; and
 - 9.8.5 the reproduction, distribution, broadcasting, transmission and/or sale of any information, resources or materials provided during provision of the Online Course or at any time thereafter by anyone but us is

strictly prohibited. You agree that in the event of any breach of their obligations contained in this Agreement then damages, loss or irreparable harm may arise and that in such circumstances we will be entitled to seek relief, including injunctive relief against you.

- 9.9 In respect of the Online Course to be provided under this Agreement we both agree that in relation to any information, whether confidential or not, that is shared between us that we shall both be individually responsible to comply with any and all relevant data protection laws and legislation and agree to take appropriate steps to keep all information safe and secure and to protect against loss and destruction, including accidental, and any unlawful or unauthorised processing.
- 9.10 In the event you choose to share comments, information, content, photos, graphics or images ("**Content**") with us then in doing so you are granting to us, free of charge, permission to use your Content in any way as part of our business services. Such uses shall including advertising and marketing.
- 9.11 Where you choose to share your Content with us as defined above, you confirm that you have the legal right to share that Content and that it does not infringe any third party's intellectual property or other rights.
- 9.12 Where you provide us with a testimonial, review or similar information ("Review") then in doing so you consent for us to exhibit, copy, publish, distribute, use on our website or any of our pages, our social media sites or in our advertising and marketing campaigns or email communications, your Review or part of your Review, as we reasonably require to lawfully promote our business. You can amend your consent at any time by emailing us.
- 9.13 The provisions of this Clause 8 shall continue in force notwithstanding the termination of our arrangement for any reason.

10. Liability

- 10.1 Your purchase of the Online Course and compliance with these Terms does not constitute or imply any business relationship other than as set out within this Agreement.
- 10.2 We have made every effort to accurately represent the Online Course. Any testimonials and/or examples of results experienced are not intended to represent or guarantee that anyone will achieve the same or similar results and we make no guarantee, representation or warranty with respect to any of the Online Courses that we provide.
- 10.3 We do not warrant or guarantee that your access to the Online Course will be:
- 10.3.1 accessible via your particular hardware or software;
 - 10.3.2 free from interruptions or errors;
 - 10.3.3 free from defects;
 - 10.3.4 suitable for your particular personal circumstances, business situation or circumstances.
- 10.4 We shall not be liable (whether caused by us, our agents, employees or otherwise) to you for:
- 10.4.1 any indirect, consequential or special damages, losses or costs;
 - 10.4.2 any loss of profits, business, data, reputation or goodwill or any such anticipated losses;
 - 10.4.3 any failure to deliver the Online Course where we are prevented due to a reason beyond our reasonable control; or
 - 10.4.4 any losses arising from your choice of Online Course requested or your use of the Online Course once delivered.
- 10.5 In the event you incur damages as a result of our failure to exercise reasonable skill and care, our default or breach of this Agreement, our entire liability under this Agreement is limited to the amount of the Course Fee paid by you as at the time the loss is sustained. You agree and acknowledge that this clause 9.5 is fair and reasonable given the nature of this Agreement and the provision of the Online Course.

- 10.6 We shall not be liable where we have informed you of a problem with the Online Course and provided you with a free update to resolve any problem and you have failed to apply the update, or where any damage is caused due to your failure to follow any instructions or guidance we provide.
- 10.7 Nothing in this Agreement seeks to excuse or limit your legal rights as a consumer. For further information concerning your legal rights please contact your local Citizens Advice Bureau.
- 10.8 Nothing in this Agreement shall limit or exclude our liability for death or personal injury caused by our negligence or for any fraudulent misrepresentation.
- 10.9 During the term of this Agreement and at any time thereafter, you agree to take no action which is intended, or would reasonably be expected, to harm us, our agents, employees, contractors, or Clients, or its or their reputation or which would reasonably be expected to lead to unwanted or unfavourable publicity to us, our agents, employees, contractors, or Clients.
- 10.10 In the event a dispute arises in connection with this Agreement and the provision of the Online Course which is incapable of being resolved by mutual consent then we both agree to submit the matter for mediation by an independent mediator. In the event a resolution is still not possible following mediation then either Party shall be at liberty to commence legal action.
- 10.11 You agree that they you have adequate Insurance cover to meet any liabilities that may arise in connection with this Agreement.

11. General

- 11.1 The failure of either of us to actively enforce any provision of this Agreement shall not prevent that Party from subsequently seeking to enforce any term or obligation of this Agreement and any such failure shall not constitute a waiver, diminution or limitation of any right.
- 11.2 In the event any provision of this Agreement is deemed to be invalid, or unenforceable for any reason then that provision shall be struck out and the remaining provisions shall remain valid and enforceable.
- 11.3 Every effort will be made to deliver the Online Course in accordance with this Agreement but we shall not be liable for any delay or failure in provision of the Online Course should we be prevented or delayed due to any act, event, omission or accident beyond our reasonable control ("**Events**"), including but not limited to any of the following: an act of god (which shall include but not be limited to fire, flood, earthquake, windstorm or other natural disaster), extreme adverse weather conditions, disease, epidemic or pandemic, strike, industrial action, lock out, war or threat or preparation for war, civil war, civil commotion, riot, armed conflict, imposition of sanctions, embargo, terrorist attack, nuclear, chemical or biological contamination or sonic boom, explosion, delays in transit, malicious or accidental damage, collapse of building structures or failure of plant or machinery, loss at sea, any act or omission of a telecommunications officer or third party supplier of services, the expiry of any transition or implementation period agreed with the European Union during which European Union law is applicable to and in the United Kingdom, or any other circumstances beyond our control. Should an Event occur then time of delivery of the Online Course shall be extended until a reasonable time after the Event preventing or interfering with the delivery and access to the Online Course, and under no circumstances will we be liable for any loss or damage suffered by you as a result thereof.
- 11.4 Where an Event arises, we shall provide you with a notice in writing sent to the email address which you provide to us, and which it shall be your duty to inform us should it change, setting out the nature and extent of the Event and any steps we are taking to mitigate the impact and effect of the Event.
- 11.5 Should the Event continue for longer than 6 months then either one of us shall be entitled to terminate this Agreement by providing the other with 14 days notice in writing. Termination in these circumstances shall be without prejudice to the rights of the parties in respect of any breach of the Agreement occurring prior to termination. Any refunds will be considered at our discretion.
- 11.6 This Agreement shall be governed by the exclusive jurisdiction of the Courts of England and the laws from time to time in force.
- 11.7 You agree that no other representations have been made by us to induce you into purchasing the Online Course and no modification or variation to this Agreement shall be effective unless in writing and signed by us both.

11.8 Save as provided for in clause 9.7 the Contracts (Rights of Third Parties) Act 1999 shall not apply.

Schedule 1 : The Resilience Formula Programme

1. Introduction

These supplemental terms and conditions shall apply in addition to the terms and conditions set out above.

2. Course details

- 2.1. The Resilience Formula is a self-study online course supported by an online community and group coaching.
- 2.2. Subject to the payment terms being met, the Online Course shall be delivered as follows:
 - 2.2.1. 12 modules, each module consisting of a combination of videos, handouts and worksheets. The course is hosted on an online Learning Management System.
 - 2.2.2. Access to a twice-monthly group coaching call with Deborah Bulcock, 60-minutes in duration, hosted via Zoom or other video conferencing technology. This is an optional element of the programme.
 - 2.2.3. Private community space for all delegates of the course, hosted in a private Facebook group. This is an optional element of the programme.
 - 2.2.4. Access to the online course materials, group coaching calls and the private Facebook group for 6 months from the date you purchase the programme.
- 2.3. The date and time of each group coaching session will be confirmed by us by email no later than 24 hours before the start time of the session.
- 2.4. In the event we are unable to attend a scheduled Session then we shall make all reasonable attempts to provide you with as much notice as possible and shall make reasonable attempts to reschedule the Session to a mutually convenient time.

3. Online Course Fee

- 3.1. The Fee for 'The Resilience Formula Programme' is **£195.00 per delegate**.
- 3.2. The Fee is payable in advance of access to the online course.

4. Your Obligations

- 4.1. It shall be your responsibility to check the date and time of each Session and to attend the Session at the agreed time.
- 4.2. You accept that since the Sessions are all group sessions, should you be unable to attend or fail to attend a scheduled Session, then you shall forfeit the right to that Session. Sessions will not be rescheduled if you are unable to attend.
- 4.3. You accept that purchasing the Online Course does not establish any form of legal business relationship and that we are only liable to you in respect of the services provided and to the extent as set out herein.
- 4.4. You accept that as part of your participation in the Online Course that you may be required to review and make decisions concerning your personal and home life, business and career, finances, lifestyle, education and development and health and wellness and that any such reviews, subsequent decisions, implementation and action will be your sole responsibility and that we shall not be liable for your failure to make decisions, put into action plans or strategy, or for any results whether direct or indirect arising out of your access to the Online Course or any other Services provided by us.
- 4.5. You accept that access to the Online Course is not a substitute for counselling or other therapy services. In the event that you are undergoing medical or other professional help concerning your mental health then you should inform your practitioner of your intention to access the Online Course and the extent of the services being provided and inform us if appropriate and relevant.
- 4.6. You accept that it is your responsibility to attend the Sessions as agreed and during such Sessions to participate fully, and communicate openly and honestly.

- 4.7. You agree to behave in a reasonable and responsible manner at all times during Sessions and not to act in a manner which may cause offence, distress or alarm to any other Client (or any other individual who is a member of any of our affiliated networks and/or any of our groups which you have access to).
- 4.8. In the event you are deemed by us to have acted or be acting in a way which is disruptive, or which causes offence, distress or alarm, to any of our clients, then you will be excluded from the Session and /or removed from any or all of the supporting online platforms in place for any of the Services provided by us. Following such removal and exclusion, we shall arrange a meeting with you to discuss the matter and to determine whether you will be removed and/or excluded permanently. Such decision to be at our absolute discretion.
- 4.9. You accept and understand that purchasing the Online Course does not guarantee results or success. As part of the Online Course, you will have access to information, resources, people and support all designed to benefit you but it is your responsibility to take action and to implement the necessary information received and/or skills or tools shared.
- 4.10. You agree that during your access to the Online Course, and for a period of 24 months afterwards, that you shall not solicit any of our clients or prospective clients without our express consent, such consent not to be unreasonably withheld.
- 4.11. You agree that for the duration of your time within which you access our Services, and for a period of 24 months afterwards, that you will not employ, engage or attempt to induce, employ, solicit or entice away from us any of our employees, or contractors that were engaged, employed or contracted to us at any point during the period of the Accreditation Programme, or any other Services, without our express consent in writing, such consent not to be unreasonably withheld.
- 4.12. You agree to indemnify and hold us harmless for any action taken against us due to your violation or disregard of:
 - a) any of these Terms and Conditions;
 - b) your participation in any way in any of our Services.