

These Terms of Use should take you<sup>1</sup> less than 10 minutes to read, however, you should note that as we<sup>2</sup> procure services from other technology providers we have to comply by their terms. This means as our client you will also in certain situations be bound by these terms in order that we can provide our solution. In the interests of transparency we have included a link to our supplier's terms at the end of this document.

1. In the rest of this document, "You" means the entity you are representing, rather than "We" means the Entrepleio Team you as an

2. "We" means the Entrepleio™ Team

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## Introduction

Entrepleio™ is an internet-based behavioural characteristics measurement platform, run by a Entrepleio™ Consulting Limited (A limited company registered in the United Kingdom registered number: 13194471, registered address: Brailsford House, Knapp Lane, Cheltenham, England, GL50 3QA)

The platform support self-measurement and reporting on individual and team characteristics and behaviours that may be used help inform identification and effectiveness of entrepreneurial teams and how those teams can work with each other, with investors, partners and customers.

By accessing the Entrepleio™ website or platform and using the Entrepleio™ measurement tools and services, you agree to be bound by these Terms & Conditions (these "Terms", or "this Agreement").

If at any time these Terms are unacceptable to you, please do not access or use Entrepleio™. If you need us to clarify what we mean by any of these Terms, please contact us.

If you access or use the Entrepleio™ platform on behalf of a company or other entity, then:

- (a) we rely on you having the authority to bind it to these Terms,
- (b) you agree to these Terms on the entity's behalf.

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## Takeaway

We have to get you to sign up to these Terms because it is essential that you understand what Entrepleio™ is, and what it is not. There are some risks we are prepared to take responsibility for, but others you will have to bear on your own account.

We believe you will be reassured when you read these Terms - our intentions are good! We need you to understand the Terms before using the platform and our related Services, to avoid surprises after you have already started using it. That's why we think reading this is a good investment of 10 minutes.

Topics you will find in these terms of use:

- 1. [How to use Entrepleio™](#)
- 2. [Risk allocation](#)
- 3. [Availability](#)
- 4. [Intellectual Property](#)
- 5. [Data security & privacy](#)
- 6. [Period and termination](#)

7. [Amendments to these terms & to Entrepleio™](#)
  8. [Other terms](#)
  9. [Supplier terms that bind Entrepleio Consulting Limited in order to deliver our services to you.](#)
  10. [Final warning](#)
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## 1. How to use Entrepleio™

Once you have received a link to take a measurement, access our platform and select the Start option, you will become a licensed 'User' and will be able to take our assessment in order to receive personalised Entrepleio™ reports and receive confidential feedback from Entrepleio™ certified coaches.

If you are an Entrepleio™ certified coach you will have also signed a consultant agreement with us that has its own terms in additions to these terms as a user.

The feedback you receive should not be considered as a guarantee of entrepreneurial success or as recommendations, advice for you, any investors, clients, or partners.

### 1.1 Your responsibilities:

You need to:

- Use the Services in a manner that does not violate these Terms.
- Comply with our IP<sup>3</sup> Policy and any licenses we may grant you. 3. "IP" - Intellectual Property
- Protect your report.
- You may not:
  - Sell or resell the Services.
  - Interfere with the delivery of the Services.
  - Invade, violate, or pose risks to the security or privacy rights of others.
  - Exceed license limitations; or
  - Violate applicable laws, regulations or codes of practice<sup>4</sup>. 4. You should use it with good sense and integrity, meaning not to harm the Platform or other Users

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## 2. Risk allocation

Entrepleio™ agrees to take risks related to platform creation and maintenance, so:

- We take the risk that Entrepleio™ will cease to be able to provide the functionality to support Entrepleio™ users in completing assessments and receiving a report. Should Entrepleio cease to provide the platform and deliver individual assessments then Entrepleio Consulting Limited will reimburse any payments taken for unused Entrepleio assessments at the rate payment was taken per assessment. If you have purchased assessments via a third-party your contract is with that party and you will need to

resolve any repayments with them directly. Entrepleio™ assumes no responsibility for any contractual agreements you have with any other party, directly or indirectly.

- We take the risk that building Entrepleio™ and the tool itself or its Services breach another party's Intellectual Property rights<sup>5</sup>.

5. We assume IP risks for the Entrepleio™ tool's measurement tools.

Beyond that, we do not take any risks or liabilities apart from those we are obliged to take by virtue of law<sup>6</sup>.

6. Beyond that, we do not take any risk.

Specifically:

- Beyond the limit described above, we do not take the risk of permanent availability, see Availability below.
- We do not take any risk relating to your use of the Services, including any damage to your devices, computer systems or software. Where you encounter problems with the Services and you are dissatisfied, your only remedy is to stop using the platform and the Services.
- We do not accept any liability for damages of any kind, loss of data or profits or for business interruption arising out of the use of or inability to use the Services. You take the risk of breaches by you of these Terms, breach of applicable laws or any other act or omission by you relating to the Services.
- If<sup>7</sup> anyone involves us in a claim or action against us by reason of your actual or alleged acts or omissions, you agree to indemnify us. Entrepleio™ reserves the right to assume its own defence and/or control of any matter otherwise subject to indemnification by you for that breach or alleged breach, and/ or the acts or omissions<sup>8</sup>.

7. You take the risk associated with improper usage.

8. You will indemnify Entrepleio if any claims or losses arise due to your actions on the platform.

### 3 Availability

We will make our best efforts to ensure that Entrepleio™'s platform, content and services are available and working properly, but we cannot guarantee that it always will be. If<sup>9</sup> there is an issue we will address it immediately and try to restore proper service as soon as possible<sup>10</sup>. However, apart from the risks we are prepared to accept (see above), we make no warranty, express or implied about the accuracy, completeness, timeliness, availability, reliability, the validity or the correct sequencing of any services, content or software provided in or through Entrepleio™, nor do we vouch for the stability and fitness for any particular purpose<sup>11</sup>.

9. We will make best efforts to make Entrepleio available on a continuous basis and without interruption.

10. We will address any access and functional problems immediately.

11. Unfortunately, we cannot guarantee that the tool will always work perfectly and free of interruption.

### 4 Intellectual Property (IP)

1. Our IP: We own all Intellectual Property rights in the Products and Services, in the name Entrepleio™. We do not agree that you can copy, modify, adapt, reproduce, distribute, reverse engineer, or disassemble any aspect of Entrepleio. Please don't<sup>12</sup>!

12. We keep the IP and will defend our hard work,

2. Your feedback: By sharing your feedback with us you give us the right to use it freely and without limitation in order to improve the Entrepleio™ platform<sup>13</sup>.

13. Your feedback is also our IP.

## 5 Data security & privacy

Your use of the Entrepleio™ platform and Services is governed by the Privacy Policy. That document addresses questions around data security and privacy. There is no point in us repeating or paraphrasing it here. You should read the Privacy Policy before using the platform and the services because it will apply to your data regardless of whether or not you have read it <sup>14</sup>.

14. Please read our Privacy Policy.

## 6 Period and Termination

Barring some reason for Immediate Termination (see below), this agreement provides you with the right to use the Entrepleio™ platform for self-assessments providing you or your Entrepleio™ coach has purchased assessment credits or have been granted complimentary credits by a member of the Entrepleio Team<sup>15</sup>.

15. Entrepleio™ measurements are a paid for service.

Having taken the self-assessment as a user you should save the survey results in order to access them at a later date. Once you have taken the self-assessment then your use will be immediately terminated unless you or your Entrepleio™ coach has purchased/made available additional self-assessment credits.<sup>16</sup>

16. Your right to use the platform ends when you have taken a self-assessment.

## 7 Amendments to these Terms & to Entrepleio™

We are constantly learning about Entrepleio™ and the conditions of its usage. Our aim is to improve it over time so that you get more and more value from it. For that reason we reserve the right to make:

1. Tool adjustments<sup>17</sup>
2. Adjustments to the Services
3. Changes to these Terms and to our various Policies at any point in time and with immediate effect, though note that any changes to cost will impact future purchases and we will honour existing Entrepleio™ assessment credits <sup>18</sup>.

17. We will over time enhance the Services and the tool.

18. We will also adjust these Terms and our Policies.

If Entrepleio™ makes a material change to these Terms that will affect an existing contract, (e.g. you have unused Entrepleio™ self-assessment credits) we will notify you. Notification will be either by email at least thirty (30) days in advance of such change.

Where the Group you are a member of has an appointed Group Coordinator, we will send that person an email rather than to you<sup>19</sup>.

19. We will let you (or your Group Coordinator) know

If you do not agree to the change in Terms, you must inform Entrepleio™ within thirty (30) days after receiving notice of the change. If you notify Entrepleio™, you will remain governed by these Terms in effect immediately prior to the change until the end of the credits purchased at the time of the change. If additional credits or services are purchased, they will be renewed under the Entrepleio™ 's current Terms applying at that point<sup>20</sup>.

20. If you challenge the adjustment, it will only apply to any new self-assessment credits or services purchased

## 8 Other terms

**WAIVER:** No failure or delay by you or by us in exercising any of our respective rights under this agreement shall operate as a waiver, nor shall any single or partial exercise prevent any other further exercise of such rights<sup>21</sup>.

21. Delay or partial exercise of any rights granted by these Terms does not mean they are waived.

**ASSIGNMENT:** Neither of us will assign or transfer its rights under this agreement in whole or in part to any third party without prior written consent of the other party<sup>22</sup>.

22. You cannot pass on your user rights. If someone else wants to set up an account in Entrepleio™ they must do so separately.

**THIRD PARTY RIGHTS:** No third party (i.e. no one except you and us) has any rights as a result of these Terms<sup>23</sup>.

23. These Terms only concern us and don't give rights to anyone else.

**SEVERABILITY:** If any terms in this agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law or otherwise, such term shall to that extent be deemed not to form part of this agreement but the legality, validity and enforcement of the remainder of this agreement shall not be affected<sup>24</sup>.

24. If anything in here is not legal, it is considered removed from these Terms without affecting the validity of this Agreement.

**ENTIRE AGREEMENT:** This is the entire agreement between us, including the embedded Privacy Policy. Other than the representations and conditions included in these Terms, none have been agreed between us in e.g. emails or orally<sup>25</sup>.

25. This is all we have agreed to – there is no other agreement which changes our understanding of these Terms

**NOTICES:** All Notices required as a result of these Terms will be sent via email. In your case we will send it to the email address you used for Entrepleio™. In our case you can contact us at Notices@Entrepleio.COM<sup>26</sup>.

26. Notices by email to Notices@Entrepleio.COM please

**Governing Law:** This agreement shall be governed by and construed in accordance with the Laws of England and Wales.<sup>27</sup>

27. The Laws of England and Wales govern this Agreement.

We hope there won't be any disputes, but if there are then they will be referred to the Courts of England and Wales, without regards to its Conflict of Laws rules<sup>28</sup>.

28. Let's try to resolve any issues before they need to go to court, but if they must then this will happen in the courts of England and Wales.

Entrepleio™ certified coach<sup>29</sup> a person that has undertaken Entrepleio™ training and met that standards required to support users in understanding the Entrepleio™ assessment tools and support frameworks.

29. To maintain standards we certify coaches competency to use our measurement tools and support clients.

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## 9 Supplier terms that bind Entrepleio Consulting Limited in order to deliver our services too you.

Our online assessments are built using the [Survey Anyplace](#) platform in order to provide our services, we have incorporated the key aspects of the Survey Anyplace platform terms into our terms of use and privacy policy in order to keep this simple for you the user of our services.

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## 10. Final Warning

If in doubt about agreeing to these terms, contact your attorney for independent advice. Once you opt to continue using the tool, you will be deemed to accept these Terms.