

SALES IMPACT ACADEMY

TERMS OF USE

Last updated: November 2023

1. The Agreement and the Parties

These Terms of Use, together with any other information referred to in it, (the "Agreement") is an agreement between Sales Impact Academy, Inc. ("we" or "SIA"), and you as a natural person ("you"), and contains the terms and conditions that govern your access to and use of the Websites (as defined below), its content, services, documents, information and applications ("the Services"), to which you may have access by using www.salesimpact.io, www.salesimpact.academy and associated pages and sites ("the Websites", "our site"), or otherwise.

The content and information included in the Websites and the Services are provided by SIA, its affiliates, sub-contractors, business partners, other users and third-party suppliers (collectively, the "Information Providers"), and made available by SIA subject to this Agreement.

By entering into this Agreement, you represent that you are legally able to enter into agreements, that you are not a minor, and that you consent to our Privacy Policy.

This Agreement takes effect when you confirm your consent to this Agreement clicking an "Accept Terms of Use" button or equivalent within the Websites and shall apply for as long as you use or maintain a username for the Websites.

In the event of any discrepancies between this Agreement and any other agreement you may have with SIA, this Agreement shall prevail.

2. Changes to this Agreement

SIA may modify this Agreement at any time in its sole discretion and without prior notice to you. Any changes will be published online and will be effective upon such publishing. In case of substantial changes to this Agreement, we will notify you directly if possible, and if possible, ahead of the changes taking effect; we will also facilitate your re-confirmation of consent to the updated Agreement.

We encourage you to carefully review this Agreement before using the Services, and periodically, to ensure familiarity with its then-current terms and conditions. Your (continued) use of the Services shall constitute your acceptance of this Agreement and your continued use of the Services following any modification of this Agreement shall constitute your acceptance to the Agreement, as amended. If you do not agree to the Agreement before or following any amendments, you must immediately stop using the Services. You are welcome to contact us by email to clearly give us notice about your revocation of your consent to this Agreement.

3. Changes to the Services

SIA may exercise full discretion in modifying or discontinuing any part or whole of the Services subject to this Agreement at any time without cause or prior notice.

4. Service Commitment

SIA will use commercially reasonable efforts to ensure a satisfactory availability of the Services, reasonably error-free Service experience, and timely responses to any support request or other type of request.

SIA will implement reasonable and appropriate security measures to secure your data and privacy, as disclosed to or kept by SIA, against accidental loss, theft, or unauthorised access or disclosure. These measures do not limit your obligations as outlined in section 6.

Please also read our Privacy Policy, as it describes the types of data we collect from you and your devices, how we use your data, and the legal basis for processing your data.

5. Your account activity

You are responsible for your account activity, meaning all activities that occur while your user identification name (your username) and passwords are being used, regardless of whether the activities are authorised by you or not, and whether they are undertaken by you or not, and SIA is not responsible for unauthorised access to your account.

You are responsible for protecting and securing your username and password from unauthorised use and disclosure. If you become aware of, or believe there has been, any breach of security for any of your information stored on our Websites, such as the theft or unauthorised use of your user name, password, or any other information, you will notify SIA immediately. Your log-in information (for example, username and password combination) as well as any other security information generated by the Services (such as invitation tokens) are for your internal use only, and you will not disclose them to any unauthorised entity or person.

6. Your use of the Services

You agree that:

- a) You shall not use the Services for any illegal or unauthorised purpose.
- b) You will not engage in any activity that exploits, harms, or threatens to harm children.
- c) You will not send spam using functions of the Websites or by other means enabled by the Services. Spam is unwanted or unsolicited bulk emails or messages.
- d) You will not use the Services to share inappropriate content or material (involving for example pornography, violence, or criminal activity).
- e) You will ensure that your usage of the Services will not violate any of the agreements you have entered into with SIA or any applicable law.
- f) You will not take any image and/or sound recordings of the Services.
- g) You will not circumvent any access or availability restrictions on the Services.
- h) It is prohibited to use, store, reproduce, display, modify, sell, publish, transmit and distribute, or commercially exploit the Services without prior written permission of SIA and/or any third-party information provider(s);
- i) SIA and/or any third-party information provider(s) reserve all rights to proprietary information (including, but not limited to, all intellectual property rights such as; patents, trademarks, service marks, copyrights, database rights, topography rights, industrial design, know-how, trade secrets, trade names, logos, designs, symbols, emblems, insignia, slogans, drawings, plans and other identifying

materials, in all forms whether or not registered or capable of registration and any other rights relating to intellectual property in accordance with the applicable laws,) subsisting in or relating to the Services.

j) If you provide any input to SIA, in the form of suggestions, ideas, questions, remarks, support requests, or other, SIA shall be entitled to use this input without restriction and irrevocably be assigned all right, title, and interest in and to such input.

k) You will not help others break these rules.

l) SIA may, at its sole discretion and at any time, suspend or discontinue your use of the Services without prior notice, and without any liabilities of any kind, in case SIA suspects or determines that your use of the Services in any way violates this Agreement, poses a security risk, could impact the operations of our systems or delivery of the Services, could subject SIA or a third party to liability, is fraudulent, or if needed to comply with the law or requests from public authorities.

7. Conduct

While you are using the Websites and the Services then, in exchange, you agree that you will not transmit any of the following by any means:

- a) statements or materials that violate your obligations as set out in section 6 above;
- b) statements or materials that defame, harass, abuse, stalk, threaten, intimidate, or infringe on the rights of others;
- c) statements or materials that contains vulgar, obscene, profane, or otherwise objectionable language or images;
- d) statements or materials that are bigoted, hateful, or racially offensive;
- e) unauthorised copyrighted materials or any other materials that infringe on the intellectual property rights, trade secrets, or privacy of others;
- f) statements or materials that violate other contractual or fiduciary rights, duties, or agreements;
- g) statements or materials that encourage criminal conduct or would give rise to civil liability or otherwise violate any law or regulation in any jurisdiction;
- h) statements or materials that constitute anticompetitive collaboration or antitrust violations;
- i) statements or materials that misrepresent your affiliation with any entity or company;
- j) anything that violates the privacy or publicity rights of any other person including, without limitation, displaying any personal identifying information of another individual; and
- k) statements or materials that constitute junk mail, spam, or unauthorised advertising or promotional materials.

SIA is not responsible for screening, policing, editing, or monitoring statements made by Registered Users while using the Services. SIA does not endorse, oppose, or edit any opinion or information provided by you or another Registered User and does not make any representation with respect to, nor does it endorse, the accuracy, completeness, timeliness, or reliability of any advice, opinion, statement, or other material displayed, uploaded, or distributed by you or any other Registered User.

If you violate this Agreement, we may in our sole discretion issue you a warning, and/or terminate your use of the Websites.

You grant to SIA all rights, licenses and permissions necessary to display, reproduce, disseminate, and otherwise use Your Content in connection with the Websites.

You also grant us the rights to re-use Your Content to market and promote SIA, such as on our Websites, in public or private presentations, press releases and interviews, or in connection with our sales and marketing and other publicity efforts. We will endeavour to work with you before re-using Your Content.

8. Data Protection

By accepting this Agreement, you agree that your use of the Websites is subject to SIA's Privacy Policy.

SIA will act as the Data Controller of any personal information provided by you via the Websites. We will ensure that the personal information given to us is processed in accordance with applicable Data Protection legislation and our Privacy Policy.

The following personal data are subject to processing:

User data: forename, surname, email address, password, profile picture (optional), role (optional)

Session metadata: topic, description (optional), participant IP address, hardware information

During recording (optional): MP4 files of all video, audio and presentation recordings; m4a files of all audio recordings; text files of the online-session chats

Text, audio and video data: We record most of our classes and training sessions for internal and external training, the provision of feedback to participants, transcription and data analysis, and for SIA promotional and marketing purposes. These are legitimate interest purposes. We will clearly point out to you at the start of the session if it is being recorded and you can decide whether you want to leave the session at this point.

You may use chat, Q&A and polls during the sessions. The data entered there is processed for the purpose of making it visible. To enable the rendering of audio, corresponding data will be collected from the microphone of your device for the duration of the session. You can turn off the microphone in the video application at any point of the session.

Important Note: Recording a class or other training session means that if you have your picture or video image on screen, the recording may also include whatever you have in the background whether you actively participate or not. It is possible the recording will also pick up your writing in the 'chat' feature available on some sessions. If you stay with the session, you agree to this.

If we want to use your personal information for a reason other than those purposes set out above or in our Privacy Policy, we will tell you before we start that use and provide further information about the new purpose(s).

We do everything possible to protect your and our data and to ensure transparency. However, it is up to you to decide whether you want to or are allowed to participate in our events. With your participation in a training session via our Websites you accept our data privacy policy and agree to the processing of the data necessary for the execution of the session.

9. Limitation of liabilities and indemnification

NEITHER SIA NOR ANY INFORMATION PROVIDERS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES, INCLUDING BUT

NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, CUSTOMERS, SAVINGS AND REVENUE, USE, DATA OR OTHER INTANGIBLE DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Nothing in the Agreement shall operate so as to exclude or limit the liability in jurisdictions, where liability cannot be excluded or limited under applicable statutory law.

10. Disclaimers

SIA makes no warranties of any kind, express or implied, guarantees or conditions with respect to your use of the Services, including without limitation any warranty of merchantability, fitness for a particular purpose, title, satisfactory quality, quiet enjoyment or non-infringement.

The Services are provided 'as is', 'with all faults' and 'as available', and without responsibility for accuracy, timeliness, correctness, reliability and completeness. SIA does not warrant that the availability, use or function of the Services or third-party content will be uninterrupted, error free, or free of harmful components.

SIA websites may contain links to other websites governed by separate terms of use. To the extent possible, SIA disclaims responsibility for such other websites linked to or from the Websites, including but not limited to the contents of such other websites or your use of such websites.

By using the Services, you agree that you access and use the Websites and the Services on your own responsibility. Further, you agree that the availability, use or function of the Services or errors and/or omissions contained in connection with the Services shall not be made the basis for any claim, demand or cause of action against SIA or any Information Provider(s).

11. Force Majeure

SIA cannot be held liable for situations (delays, failure to perform any obligation under this Agreement, or other) normally referred to as force majeure, including, but not limited to, war, riots, terrorism, insurrection, strike, fire, natural disasters, currency restrictions, import or export restrictions, interruption of traffic, interruption or failure of energy supply, public data systems and communication systems, long-term illness of key staff, virus and occurrence of force majeure at subcontractors, partners and affiliates.

12. Disputes

This Agreement is subject to the laws of the state of Delaware, with the exception of circumstances leading to the use of other laws.

Any claims arising from this Agreement will be governed by and construed in accordance with the laws of the State of Delaware and shall be subject to the exclusive jurisdiction of the Delaware courts. You hereby expressly waive the right to commence legal proceedings in all other jurisdictions.

13. Contact

You can contact us on hello@salesimpact.io with any inquiry.

If you register as an SIA Registered User, we will assume that we can reach you on the email(s) you register with your account; we will only use this email for reasonable communication relating to your SIA account. You can configure your email preferences within your SIA account.

Appendix A - Definitions

"content": Data, text, documents, and general files, audio, video or images.

"Customer": A company or entity that purchases the Services from SIA pursuant to this Agreement.

"Privacy Policy": Privacy Policy located at <https://www.salesimpact.io/privacy-policy/>, as may be updated by us from time to time.

"Registered User": Any individual with a registered SIA account.

"Your Content": All content, including without limitation, language, data, information, and images, provided through or disclosed by use of the SIA Websites by you.