

EMPOWERED ACTORS LTD

General Terms & Conditions

Digital Products, Programs, Coaching, Memberships & Templates

Version 1.0 | Published: 31st March 2026 | Governed by English Law

IMPORTANT — PLEASE READ CAREFULLY. By purchasing, accessing, or using any product, program, service, membership, or content provided by Empowered Actors Ltd, you agree to be legally bound by these Terms & Conditions in their entirety. If you do not agree, you must not proceed with any purchase or access.

1. About Us

Empowered Actors Ltd (referred to in these Terms as “**the Company**”, “**we**”, “**us**” or “**our**”) is a company registered in England and Wales.

Registered Address: Ferneberga House, Alexandra Road, Farnborough, GU14 6DQ

Company Registration Number: 13194608

VAT Registration Number: GB 483448658

General Enquiries: hello@empowered-actors.com | Support & Payment Queries: support@empowered-actors.com

2. Definitions

In these Terms, the following definitions apply:

“Client” / “You” / “Your”:

The individual, company, or other legal entity that purchases, registers for, or accesses any Product or Service offered by the Company.

“Content”:

All written, audio, video, graphic, or other material created by the Company and made available as part of any Product or Service, including but not limited to course materials, coaching session recordings, workbooks, frameworks, templates, scripts, and community resources.

“Intellectual Property” / “IP”:

All intellectual property rights including copyrights, trademarks, database rights, trade secrets, methodologies, frameworks, and proprietary systems owned by or licensed to the Company.

“Product(s)”:

Any digital product, course, program, membership, template, toolkit, download, live or recorded session, coaching package, or other offering sold or provided by the Company.

“Service(s)”:

Any coaching, mentoring, consulting, community access, live event, or other service delivered by the Company, whether in person, virtually, or asynchronously.

“Licence”:

The limited, personal, non-transferable, non-exclusive licence granted to you to access and use Content for your own personal or internal business purposes as set out in Clause 6.

3. Acceptance of Terms

These Terms & Conditions constitute a legally binding agreement between you and Empowered Actors Ltd. They come into effect immediately upon the earliest of: (a) the date you complete a purchase of any Product or Service; or (b) the date you first access, download, or use any Product, Service, or Content — whichever occurs first. By taking any of the following actions, you confirm that you have read, understood, and agreed to these Terms in full:

- Completing a purchase through any of our platforms or payment processors;
- Clicking ‘I Agree’, ‘I Accept’, or any equivalent confirmation;
- Accessing, downloading, or using any Product or Content; or
- Participating in any coaching session, program, or community.

If you are purchasing on behalf of a business or organisation, you warrant that you have the authority to bind that entity to these Terms.

We reserve the right to update these Terms at any time. The version published on our website at the time of your purchase shall apply to that transaction. Continued use of any Product or Service following notification of changes constitutes acceptance of the revised Terms.

4. Products & Services

4.1 General

The Company offers a range of digital products and services including, but not limited to, online courses and programs, one-to-one and group coaching and mentoring, paid membership communities, and downloadable templates, toolkits, and resources. Specific details of each Product or Service, including scope, duration, and delivery method, will be set out in the relevant product description, sales page, or supplementary terms at the point of purchase.

4.2 Variations in Delivery

We reserve the right to modify the format, delivery method, platform, or schedule of any Product or Service where reasonably necessary, including substituting a live session for a recorded equivalent or vice versa, provided the overall value and scope are not materially diminished. You will be notified of any significant changes in advance.

4.3 No Guarantee of Results

All Products and Services are provided for educational, informational, and developmental purposes. Whilst we take every care to provide high-quality, evidence-based content, we make no guarantee, representation, or warranty that you will achieve any particular outcome, financial result, business goal, or level of success as a result of using our Products or Services. Results depend entirely on your own effort, commitment, circumstances, and factors outside our control.

5. Payment & Pricing

5.1 Prices

All prices are displayed in British Pounds Sterling (GBP) and are inclusive of VAT where applicable, or unless otherwise stated. We reserve the right to change our pricing at any time, but any change will not affect purchases already completed.

5.2 Payment Terms

Full payment (or the first instalment, where a payment plan is offered) is required before access is granted to any Product or Service, unless otherwise agreed in writing. Where payment plans are offered:

- You remain liable for all outstanding instalments regardless of whether you continue to engage with the Product or Service;
- Failure to make a scheduled payment will result in suspension of access until the outstanding amount is settled;
- Persistent non-payment may result in permanent revocation of access and referral to a debt recovery process.

5.3 Payment Processors

Payments are processed by third-party providers (such as Stripe, PayPal, or similar). By making a purchase, you also agree to the terms of the relevant payment processor. We do not store your card details.

5.4 Late Payment

Where invoices are issued directly by the Company, interest on late payments may be charged at the rate prescribed under the Late Payment of Commercial Debts (Interest) Act 1998, where applicable.

6. Intellectual Property & Licence to Use

6.1 Ownership

All Content, materials, frameworks, methodologies, systems, brand assets, and other intellectual property made available through any of our Products or Services are the

exclusive property of **Empowered Actors Ltd** and are protected by United Kingdom and international copyright law, including but not limited to the **Copyright, Designs and Patents Act 1988**. Nothing in these Terms transfers any ownership of intellectual property to you.

6.2 Licence Granted

Subject to full payment and compliance with these Terms, we grant you a limited, personal, non-exclusive, non-transferable, revocable licence to access and use the Content solely for your own personal development or internal business use. This licence is granted to you alone and may not be shared, sub-licensed, transferred, or assigned to any third party.

6.3 Prohibited Acts

You must not, without our prior written consent:

- Copy, reproduce, republish, upload, post, transmit, or distribute any Content in any form or by any means, including sharing via social media, messaging applications, cloud storage, or any online platform;
- Sell, resell, rent, lease, sub-licence, or otherwise commercialise any Content or any derivative of it;
- Use any Content to create a competing product, course, program, or service;
- Remove, alter, or obscure any copyright notice, watermark, or proprietary marking on any Content;
- Share login credentials, access links, or membership access with any person who has not separately purchased the relevant Product or Service;
- Screen-record, photograph, or otherwise capture and distribute any live or recorded session without our express written permission;
- Use our brand name, logo, trademarks, or any likeness thereof without our prior written consent;
- Adapt, translate, reverse-engineer, decompile, or create derivative works based on our proprietary frameworks, methodologies, or systems.

6.4 Your Content

Where you submit any content to us (for example, during coaching sessions, in community spaces, or as part of assignments), you grant us a non-exclusive, royalty-free licence to use, reproduce, and share that content solely for the purposes of delivering our Services to you. We will not use your personal submissions for marketing purposes without your express consent.

6.5 Enforcement

We take infringement of our intellectual property seriously. Any unauthorised use of our Content may result in:

- Immediate and permanent revocation of your access to all Products and Services, without refund;
- A formal cease and desist notice;
- Legal proceedings for damages, including any profits made from unauthorised use;
- Recovery of our legal costs where we are successful in any such proceedings.

7. Confidentiality

Certain Products and Services — particularly group programs and membership communities — involve the sharing of sensitive personal, business, or financial information by participants. You agree to treat all such information shared by other participants as strictly confidential and not to disclose it to any third party without the express consent of the individual who shared it. This obligation survives the termination of your membership or participation.

We similarly commit to keeping your personal and business information confidential in accordance with our Privacy Policy and applicable data protection law.

8. Cancellation & Refund Policy

8.1 Statutory Right to Cancel

If you are a consumer (i.e., purchasing as an individual for purposes wholly or mainly outside your trade, business, or profession), you may have a statutory right to cancel your purchase within 14 days under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the “Cooling-Off Period”). However:

- By accessing, downloading, or using any digital Content prior to the expiry of the Cooling-Off Period, you expressly acknowledge that you waive this right in accordance with Regulation 37 of the Consumer Contracts Regulations;
- If you do not access or use the Content, you may request a refund within 14 days of purchase by contacting us at support@empowered-actors.com.

8.2 Business Purchasers

If you are purchasing in the course of a business, the 14-day statutory cancellation right does not apply and all sales are final unless otherwise stated in the product-specific terms.

8.3 Our Discretionary Refund Policy

Outside of statutory rights, we do not offer refunds on digital products once access has been granted, or on coaching, mentoring, or consulting sessions once delivered. Any discretionary refund considered will be at our sole discretion and assessed on a case-by-case basis.

8.4 Cancellation of Ongoing Services

Where you are enrolled in an ongoing program, subscription, or membership, cancellation terms (including any minimum commitment periods and notice requirements) will be set out in the specific terms for that Product or Service. Where no specific terms are given, a minimum of 30 days’ written notice is required to cancel. Cancellation does not entitle you to a refund of any amounts already paid.

9. Limitation of Liability

9.1 Exclusions

To the fullest extent permitted by law, Empowered Actors Ltd shall not be liable for:

- Any indirect, consequential, special, or incidental loss or damage;
- Loss of revenue, profit, business, anticipated savings, goodwill, or reputation;
- Loss or corruption of data;

- Any loss arising from your reliance on information, strategies, or advice contained within our Content, including any financial, business, or career decisions made as a result;
- Any third-party acts, omissions, or failures, including payment processors, platform providers, or other technology services.

9.2 Cap on Liability

Where liability cannot be excluded by law, our total aggregate liability to you in connection with any Product or Service shall not exceed the total amount paid by you for the specific Product or Service giving rise to the claim in the 12 months preceding the event.

9.3 Consumer Rights

Nothing in these Terms limits or excludes liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation, or for any other matter where limitation or exclusion of liability is not permitted by law. If you are a consumer, your statutory rights are not affected.

10. Disclaimer

Our Content is provided for general educational and informational purposes only. It does not constitute legal, financial, accounting, tax, psychological, or professional advice. You should always seek independent professional advice before making any significant business, legal, or financial decision. We are not responsible for any action you take or fail to take based on our Content.

11. Platform & Technology

Our Products and Services are delivered via third-party platforms (such as Kajabi, Teachable, Zoom, Circle, Slack, or similar). We do not warrant uninterrupted or error-free access to any platform and will not be liable for downtime, technical failures, or changes in third-party platform functionality. You are responsible for ensuring you have the necessary hardware, software, and internet connection to access our Products and Services.

12. Code of Conduct

By participating in any of our Products, Services, or community spaces, you agree to conduct yourself with professionalism, respect, and integrity at all times. You must not:

- Engage in any discriminatory, abusive, threatening, or harassing behaviour towards the Company, its staff, or other participants;
- Share, post, or distribute any unlawful, offensive, defamatory, or misleading content in any of our community spaces;
- Attempt to solicit, recruit, or market to other participants without our prior written consent;
- Engage in any conduct that disrupts the experience of other participants or brings the Company into disrepute.

We reserve the right to remove you from any program, membership, or community space immediately and without refund if, in our reasonable opinion, you have breached this Code of Conduct.

13. Data Protection & Privacy

We are committed to protecting your personal data in accordance with the **UK General Data Protection Regulation (UK GDPR)** and the **Data Protection Act 2018**. Our Privacy Policy governs how we collect, use, store, and protect your personal data, and sets out your rights under UK GDPR. Our Privacy Policy is currently available on request by emailing hello@empowered-actors.com and will be published on our website in due course. By using our Products and Services, you acknowledge that personal data will be processed in accordance with applicable data protection law and our Privacy Policy as updated from time to time.

14. Testimonials & Marketing

Where you provide a testimonial, review, or case study relating to our Products or Services, you grant us a perpetual, royalty-free, worldwide licence to use your name, business name (if applicable), and that testimonial for marketing and promotional purposes, unless you expressly request otherwise in writing at the time of submission.

We will never misrepresent your results or fabricate any testimonial. Any results referenced in our marketing are genuine but are not typical and are not a guarantee of the results you will achieve.

15. Third-Party Links & Affiliates

Our Content may include references to, or links to, third-party websites, tools, products, or services. These are provided for convenience only and do not constitute an endorsement. We are not responsible for the content, accuracy, or practices of any third-party website or service. Where we have an affiliate or referral relationship with a third party, this will be disclosed clearly in accordance with applicable law and ASA guidelines.

16. Force Majeure

We shall not be liable for any delay in or failure to perform our obligations under these Terms where such delay or failure is caused by circumstances beyond our reasonable control, including but not limited to acts of God, pandemic, governmental action, failure of third-party platforms, or power outages. We will notify you as soon as practicable and take reasonable steps to resume performance.

17. Entire Agreement

These Terms, together with any product-specific terms, our Privacy Policy, and any other policies referenced herein, constitute the entire agreement between you and Empowered

Actors Ltd with respect to your use of our Products and Services. They supersede all prior representations, agreements, and understandings, whether written or oral.

If any provision of these Terms is found to be invalid, unlawful, or unenforceable, it shall be severed from the remainder of the Terms, which shall continue in full force and effect.

18. Waiver

Our failure to enforce any right or provision of these Terms shall not constitute a waiver of that right or provision. Any waiver must be agreed in writing and signed by an authorised representative of Empowered Actors Ltd.

19. Governing Law & Jurisdiction

These Terms and any dispute or claim arising out of or in connection with them (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms, subject to any applicable statutory rights you may have as a consumer to bring proceedings in another jurisdiction.

20. Contact & Complaints

If you have any questions about these Terms, or if you wish to make a complaint, please contact us in the first instance at:

Empowered Actors Ltd

Ferneberga House, Alexandra Road, Farnborough, GU14 6DQ

General Enquiries: hello@empowered-actors.com | Support & Payment Queries: support@empowered-actors.com

We aim to acknowledge all complaints within 5 business days and resolve them within 28 days. Where a resolution cannot be agreed, you may be entitled to refer the matter to an alternative dispute resolution body, details of which will be provided upon request.

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