

Definitions and Interpretations:

1. Terms and conditions refers to the digital products and services, and the physical products and services provided under the business name NicoleMLouis Limited.
2. 'NicoleMLouis' means and refers to NicoleMLouis Limited, which is an incorporated company limited by shares registered in the United Kingdom.
3. 'Consumer' means and refers to the persons purchasing a product or service from NicoleMLouis and/or the person who intends on using the said product or service, whether that purchase be made online or offline.
4. 'Product' means and refers to any digital or physical creation by NicoleMLouis or NicoleMLouis that is intended for the Consumer to purchase, either online or offline, for their learning and development.
5. 'Service' means and refers to any online or offline consultation, programs, networking event, speaking event, or similar service, that is intended for the Consumer to hire or purchase, either online or offline.

The Business

6. The terms and conditions take effect from 03-10-23.
7. No variation of these terms and conditions is valid or shall be binding on NicoleMLouis or the Consumer, unless confirmed in writing to and from the Consumer as those variations being part of this full terms and conditions.

General Payment Terms

8. NicoleMLouis having and using the information you used to sign up contained in it for its own business purposes.
9. Nicole Louis has the right to decline to offer or provide a product or service, at any time, or to decline students who are considered to be unsuitable for the program.
10. Upon purchasing a product or service by NicoleMLouis, you will automatically become a VIP Launcher member, which is the email club which is the email newsletter club.
11. By purchasing the product or service, the Consumer agrees that this contract is between NicoleMLouis and the Consumer, and does not include any third party, including government or private organisations/institutions/bodies/individuals.
12. The Consumer must redeem their purchase within 6 months of purchase.
13. If the Consumer is unable to continue the program once started and they are unable to redeem their purchase within 6 months, they will have the option to credit their account so they can rejoin the program within a year.
14. Any option accepted to pay for products or services in part or whole, must be adhered to. The Consumer must sign these terms and return the last page when requested. Where the Consumer started the Program by attending sessions, but have not signed these terms, the Consumer agrees that they accept the full scope of these terms upon attending the sessions and/or making their first or the full payment for the Program.
15. If the Consumer fails to make the payments on time or to complete the payment for the product or service they are expecting or already have in their possession, NicoleMLouis has the right to suspend or withhold any part or all access to the product or service. The Consumer will be liable to make the full payment in their invoice, even if they have not signed the terms.
- 16. Where the payment has not been made, the Consumer agrees to the administration charge of £40 for the first reminder issued and £30 for each subsequent reminder. Reminders will be issued every three days.**

17. Where a money back guarantee or refund is offered or given, the Consumer agrees that they will, in good faith, return the product unopened and unused, without damage, not downloaded or used in any way, in order to receive a full or partial refund. Any shipping and associated costs to return items will be paid by the Consumer.
18. Due to the inherent irrevocability of the transmission of knowledge, unless otherwise stated, refunds will not be rendered for any information products purchased through NicoleMLouis or companies trading under NicoleMLouis, regardless of the Consumer's financial situation, viewing of the information product, following of the advice contained therein, or of any other factor. Though NicoleMLouis strongly believes in the value of the advice found within its information products, results are not guaranteed. NicoleMLouis disclaims any express or implied warranties.
19. The Consumer acknowledges and agrees that their email, address, phone number, credit card and other information they provide NicoleMLouis belongs to them, that they are not falsifying information and that they have taken measures to ensure that they have permission, where relevant, to make purchases and they are acting within the law.
20. By completing any associated sign up form for this service/product or by making an initial payment, you agree to the full T&Cs made available to you, as well as the following terms and conditions, all of which form part of the full T&Cs.
21. All of the content provided within the program and related offers are exclusively for your personal use, and not business use. None of the content can be reproduced in part or whole by the Consumer.

Refunds

22. If the Consumer wishes to cancel a service or they wish to obtain the full or partial refund offered upon purchase of a product, they must make their request in writing within 7 days of purchase to hello@nicolemlouis.com.

23. The Consumer will be liable to pay the remainder of their balance from the invoice and statement issued where they have cancelled the service outside of the 7 day notice period.
24. The Consumer will not be able to attend any further sessions and must, in good faith, return any associated products unopened, unused in any way, without damage and/or not downloaded in part or whole, in order to receive a full or partial refund. The Consumer will be liable to pay postage and packaging on returned products. The Consumer will no longer have access to the content and they will forfeit any relevant bonuses.

Trademarks and Copyright Ownership

25. All data and content, in any form, contained by or offered through the website and all intellectual property rights relating to the said content are the sole property of NicoleMLouis.com. This includes all information, content, photographs, articles, text, video, images, functions, or other content.
26. By purchasing any product or service from NicoleMLouis, the Consumer is acknowledging and agreeing (under English and Welsh law) that any sort of service or product that the Consumer might put together that teaches the same lessons contained in NicoleMLouis' The Ultimate Business Bootcamp Experience™ would be not only unoriginal, but also that would assign such so it is actually the property of NicoleMLouis, or its successor in interest.
27. If the Consumer creates anything that competes with NicoleMLouis' The Ultimate Business Bootcamp Experience™, with the same or similar content or design, any income derived from that product would legally belong to NicoleMLouis. If those proceeds are not surrendered upon demand, and a judgment is awarded in favour of NicoleMLouis, the Consumer will have to pay for all legal fees and associated costings, along with all proceeds received, and the relevant liquidated damages for dilution of The Ultimate Business Bootcamp Experience™ or NicoleMLouis' role in the online business education marketplace.

28. All content in the product or service is copyrighted as a collective work under the England and Wales copyright laws, and ISWLaunchpad and NicoleMLouis owns a copyright in the selection, coordination, arrangement, and enhancement of such content. The Consumer may not modify, remove, delete, augment, add to, publish, transmit, participate in the transfer or sale of, create derivative works from, or in any way exploit any of the content, in whole or in part.
29. The Consumer, therefore, acknowledges and agrees that the content of any product or service they purchase is protected by copyrights, trademarks, trade secrets, or other proprietary rights, and that these rights are valid and protected in all tangible and physical forms, as well as media and technologies existing now or hereinafter developed.
30. If no specific restrictions are displayed, the Consumer may make copies of select portions of the content, provided that the copies are made only for Consumer's personal use and that Consumer maintains any notices contained in the content, such as all copyright notices, trademark legends, or other proprietary rights notices. Except as provided in the preceding sentence or as permitted by the fair use privilege under the England and Wales copyright laws, the Consumer may not upload, post, reproduce, or distribute in any way content protected by copyright, or other proprietary right, without obtaining permission of the owner of the copyright or other propriety right. In addition to the foregoing, use of any software content shall be governed by the software license agreement accompanying such software.
31. NicoleMLouis may add some third party products and/or services on our website and/or landing pages and in that case, the product copyrights belongs to the creator or successor in interest of the creator. We may also sell products and/or services as an affiliate so some of the products will be added to our website or landing pages from other companies. We are not liable for any problem arising out of their contents, description, products, etc. Under no circumstances shall NicoleMLouis's affiliates, or any of their officers, directors, employees, or agents be liable for any loss, damage or harm cause by a Consumer's reliance on information obtained through the NicoleMLouis website and/or landing pages. It is the Consumer's responsibility to evaluate the information, opinion, advice, or other content available through the NicoleMLouis website and/or landing pages.

32. The Consumer agrees that no section in part or whole of the NicoleMLouis website and websites associated with its trading names, including, but not limited to NicoleMLouis, may not be duplicated, sold, reproduced, copied, resold, visited, or otherwise used for commercial purposes excluding the possession of express written consent from the website or company owner(s).
33. The Consumer may not utilise "hidden text", hereafter defined as being of the same purpose as metatags, without the company's express written consent. Any unauthorised use of hidden text terminates any license granted by the company and associated companies and voids these Terms & Conditions. The Consumer may be prosecuted for such actions.

Complaints

34. Should the Consumer ever wish to make complaint about the service they have received from NicoleMLouis, they must do so by mailing:
support@nicolemlouis.com
35. The complaints procedure is as follows: The Director will acknowledge receipt of the Consumer's complaint within 48 hours in writing and will provide a full written response within the following 48 hours. The Director will seek to address the Consumer's complaint and resolve the matter. It is at the Director discretion what form the resolution is to be made outside of these terms. There are no rights of appeal in the process. If you are still dissatisfied, you may contact the National Trading Standards [here](#).

GDPR

36. The Consumer's personal data will be used for business purposes only, specifically, stored in a customer relations platform and will be used to share information we deem to be relevant and useful to them; to tell them about products, services and offers provided by NicoleMLouis. The Consumer's details will not be disclosed to any third party and we will never sell their information on.
37. As per GDPR, you may request the deletion of this information at any time. You may refer to the Privacy Policy for details. You are prohibited from reproducing, copying

or sharing any of the course content and associated content, in part or in whole. The material is for your personal use only.

38. Correspondence with the Consumer may be via post, but will mainly be via social media platforms or email, which is not secure.
39. Any reports and sensitive documentation which would contain the Consumer's full personal details will be sent using a secure online platform. The Consumer will password protect any confidential or sensitive information they are sending to NicoleMLouis.
40. Furthermore, any e-mail or physical product we send the Consumer may contain information which is confidential, legally privileged and/or copyright protected (or other similar rules or laws). The information contained in or attached to any product or e-mail sent by NicoleMLouis is intended for the use of the individual or entity to which it is addressed. We do not accept any liability in respect of any products or attachments to e-mails.
41. If the Consumer is not the intended recipient, or a person responsible for delivering the product or email to the intended, they are not authorised to and must not disclose, copy, distribute, or retain this message or any part of the message or product. If the Consumer receives a product or e-mail from NicoleMLouis in error, they agree to contact us by return post, e-mail or by telephone; and to delete the material from their electronic device/s.
42. All virtual and in-person webinars, masterclasses, consultations, sessions, etc. and some calls are recorded for quality assurance purposes.

Marketing

43. The Consumer understands and agrees to provide reflective feedback and/or a testimonial by sharing their genuine thoughts, feelings and results about the product in a video format, which will be used for marketing purposes as NicoleMLouis sees fit.
44. All virtual and in-person webinars, masterclasses, consultations, sessions, etc. and some calls are recorded for quality assurance and marketing purposes. The session or call may be used in part or whole as NicoleMLouis sees fit for business purposes.

45. The Consumer understand that they may be offered other NicoleMLouis products and services, or products and services by other trusted businesses, deemed helpful in helping them achieve their goal of starting and running their own business and that some of the offers may include affiliate links where NicoleMLouis receives commission for promoting the service.
46. NicoleMLouis accepts no actual or implied liability for any misrepresentation or poor service the Consumer receives from any third party company. The Consumer understand that NicoleMLouis would have made a referral in good faith that this would have been a reliable and valuable service or product to the Consumer.
47. The Consumer understands and agrees that their image will be used as part of the marketing using their first name and last name, and their business contact details where this is relevant for NicoleMLouis promote the Consumer's social work business and/or to promote their work in helping social workers start their own business.
48. The Consumer understands and agrees they may be asked to take part in a Live Case Study livestreams online or to share their experience of working with NicoleMLouis in written form, audio or at a live event.

The Terms and Conditions

49. If any provision or part thereof of these terms and conditions is held to be illegal or unenforceable the validity or enforcement of the remainder of the relevant provision and the terms and conditions shall not be affected.
50. These terms and conditions shall be governed by English law and the parties submit to the exclusive jurisdiction of the Courts of England. Any disputes arising out of or in connection with this agreement, including its interpretation, validity, performance or termination shall be subject to the exclusive jurisdiction of the courts located in England.

NicoleMLouis

2023