

OYE TV CHANNEL - WEBSITE MEMBERSHIP PLANS

TERMS AND CONDITIONS

1.

THE FOLLOWING DEFINITIONS AND RULES OF INTERPRETATION APPLY IN THESE TERMS AND CONDITIONS.

1.1 Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Charges: the charges payable by the Client for the supply of the Services in accordance with clause 5 (Charges and payment).

Client: means the paying customer of the Services.

Client Default: has the meaning set out in clause 4.2.

Conditions: means these terms and conditions as amended from time to time in accordance with clause 3.3.

Contract: the contract between Oye TV Channel and the Client for the supply of Services in accordance with these Conditions.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical measures: as defined in the Data Protection Legislation.

Data Controller: has the meaning set out in section 1(1) of the Data Protection Act 1998.

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Oye TV Channel: refers to MM Corp Limited, a UK registered company with company number 09564956 and registered address 22 Westward Way, Harrow, England, HA3 0SE, who is supplying the Service under these terms and conditions.

Service/s: the service/s supplied by Oye TV Channel to the Client as set out in Schedule 1.

UK Data Protection Legislation : all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

Website: means <https://www.oyetvchannel.com/>.

1.2 Interpretation:

- (a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- (b) Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (c) A reference to **writing** or **written** includes faxes and emails.

2. BASIS OF CONTRACT

- 2.1 These terms and conditions are applicable for Clients purchasing the Rolling Monthly Plan, Annual Plan or Coaching Plan as described in Schedule 1.
- 2.2 Any samples, drawings, descriptive matter or advertising issued by Oye TV Channel and any descriptions or illustrations contained in Oye TV Channel's Website, Facebook page, Facebook group, YouTube Channel, catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. SUPPLY OF SERVICES

- 3.1 Oye TV Channel shall supply the Services to the Client in accordance with this clause and the provisions of Schedule 1 in all material respects.
- 3.2 Oye TV Channel shall use all reasonable endeavours to meet any performance time frames specified in Schedule 1, but any such time frames shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3 Oye TV Channel reserves the right to amend this Agreement if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and Oye TV Channel shall notify the Client in any such event.

3.4 Oye TV Channel warrants to the Client that the Services will be provided using reasonable care and skill.

4. CLIENT'S OBLIGATIONS

4.1 The Client shall:

- (a) co-operate with Oye TV Channel in all matters relating to the Services;
- (b) provide Oye TV Channel with such information and materials as Oye TV Channel may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects, providing Oye TV Channel with prompt notice if such information becomes incorrect or changes, where appropriate; and
- (c) comply with any additional obligations as set out in Schedule 1;

4.2 If Oye TV Channel's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (**Client Default**):

- (a) without limiting or affecting any other right or remedy available to it, Oye TV Channel shall have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays Oye TV Channel's performance of any of its obligations;
- (b) Oye TV Channel shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from Oye TV Channel's failure or delay to perform any of its obligations as set out in this clause 4.2; and
- (c) the Client shall reimburse Oye TV Channel on written demand for any costs or losses sustained or incurred by Oye TV Channel arising directly or indirectly from the Client Default.

5. CHARGES AND PAYMENT

5.1 The Charges shall be calculated in accordance with the rates specified on the Website from time to time.

5.2 Oye TV Channel reserves the right to increase the Charges on an annual basis in line with the increase in the Retail Prices Index in the preceding 12-month period which shall be based on the latest available figure for the percentage increase in the Retail Prices Index.

5.3 The Client shall pay each membership fee via Paypal or any other payment gateway specified on the Website from time to time.

5.4 All amounts payable by the Client under the Contract are inclusive of amounts in respect of value added tax, where applicable, chargeable from time to time (**VAT**).

5.5 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6. INTELLECTUAL PROPERTY RIGHTS

6.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Client) shall be owned by Oye TV Channel. Clients shall strictly not copy, distribute or otherwise replicate any information obtained via the Services to any third party or to the public.

6.2 The Client shall not sub-license, assign or otherwise transfer the rights granted in clause 6.1.

7. DATA PROTECTION

7.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this clause, **Applicable Laws** means (for so long as and to the extent that they apply to Oye TV Channel) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and **Domestic UK Law** means the UK Data Protection Legislation and any other law that applies in the UK.

7.2 During the provision of the services, it is understood that the Client may convey sensitive personal data to Oye TV Channel for the purposes of explaining the said Client's problems for which he or she is seeking a solution, and that Oye TV Channel may make a written record of such information for the purpose of providing the Services. The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the **controller** and Oye TV Channel is the **processor**.

7.3 Without prejudice to the generality of clause 7.1, Oye TV Channel shall, in relation to any personal data processed in connection with the performance by Oye TV Channel of its obligations under the Contract:

- (a) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (b) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and

- (c) not transfer any personal data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:
 - (i) the Client or Oye TV Channel has provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) Oye TV Channel complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
 - (iv) Oye TV Channel complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the personal data;
- (d) assist the Client, at the Client's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (e) notify the Client without undue delay on becoming aware of a personal data breach;
- (f) maintain complete and accurate records and information to demonstrate its compliance with this clause and immediately inform the Client if, in the opinion of Oye TV Channel, an instruction infringes the Data Protection Legislation.

7.4 The Client consents to Oye TV Channel appointing a third party processor of personal data under the Contract. Oye TV Channel confirms that it has entered or (as the case may be) will enter with the third party processor into a written agreement substantially on that third party's standard terms of business. As between the Client and Oye TV Channel, Oye TV Channel shall remain fully liable for all acts or omissions of any third party processor appointed by it pursuant to this clause.

7.5 Oye TV Channel will not provide any services to Clients under the age of eighteen (18). By agreeing to these Conditions, the Client confirms they are over the age of eighteen (18). Oye TV Channel assumes no responsibility for fraudulent information regarding the age of the Client and will not take steps to verify the age of Clients where they assert they are over the age of eighteen (18).

8. LIMITATION OF LIABILITY

8.1 Oye TV Channel has obtained insurance cover in respect of its own legal liability. The limits and exclusions in this clause reflect the insurance cover Oye TV Channel has been able to arrange and the Client is responsible for making its own arrangements for the insurance of any excess loss.

8.2 The restrictions on liability in this clause 8 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

- 8.3 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- 8.4 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 8.5 The total liability to the Client shall not exceed three (3) times the value of what he or she has paid to Oye TV Channel under this contract.
- 8.6 This clause 8.6 sets out specific heads of excluded loss
- (a) Subject to clause 8.2, the types of loss listed in clause 8.6(b) are wholly excluded by the parties
 - (b) The following types of loss are wholly excluded:
 - (i) loss of profits
 - (ii) loss of sales or business.
 - (iii) loss of agreements or contracts.
 - (iv) loss of anticipated savings.
 - (v) loss of use or corruption of software, data or information.
 - (vi) loss of or damage to goodwill; and
 - (vii) Indirect or consequential loss.
- 8.7 Clause 8 shall survive termination of the Contract.

9. OUR INFORMATION GIVEN TO YOU

Oye TV Channel is not a licensed financial professional body, financial advisor, financial planner or debt advisor and as such is not subject to financial or other regulations. All information given to clients via Skype consultations, on video conference or phone, or any information given by email or any other method of written communication or through our Website, social media, newsletters, podcasts, email or published videos on YouTube or other platforms does not constitute any form of recommendation, representation, endorsement or arrangement by Oye TV Channel and is not intended to be relied upon by you in making (or refraining from making) any specific investment, debt related or other financial decisions. All information is given only as an opinion and Oye TV Channel accepts no responsibility for reliance on such information. Any investments, trades, speculations, or financial decisions made on the basis of any information interpreted from Oye TV Channel, whether expressed or implied herein, are committed at your own risk, financial or otherwise. If we mention other companies, services or products on our Website or materials, please note you should always carry out your own research on such companies, services or products.

10. TERMINATION

- 10.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 15 days of that party being notified in writing to do so;
 - (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - (d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 10.2 Without affecting any other right or remedy available to it, Oye TV Channel may terminate the Contract with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under the Contract on the due date for payment.
- 10.3 Without affecting any other right or remedy available to it, Oye TV Channel may suspend the supply of Services under the Contract or any other contract between the Client and Oye TV Channel if the Client fails to pay any amount due under the Contract on the due date for payment, the Client becomes subject to any of the events listed in clause 10.2(b) to clause 10.2(d) or Oye TV Channel reasonably believes that the Client is about to become subject to any of them.

11. CONSEQUENCES OF TERMINATION

- 11.1 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 11.2 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

12. FORCE MAJEURE.

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

13. ASSIGNMENT AND OTHER DEALINGS.

- (a) Oye TV Channel may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- (b) The Client shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of Oye TV Channel.

14. CONFIDENTIALITY.

- (a) Each party undertakes that it shall not at any time during the Contract, and for a period of two years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, or personal information of the other party, except as permitted by clause 14.3(b).
- (b) Each party may disclose the other party's confidential information:
 - (i) To (where applicable) its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause; and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

15. ENTIRE AGREEMENT.

- (a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.
- (c) Nothing in this clause shall limit or exclude any liability for fraud.

16. VARIATION.

Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

17. WAIVER.

A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or default. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

18. SEVERANCE.

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

19. NOTICES.

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by email to the email address specified from time to time by Oye TV Channel.
- (b) Any notice shall be deemed to have been received:
 - (i) Where sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

20. THIRD PARTY RIGHTS.

- (a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- (b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

21. GOVERNING LAW.

The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

22. JURISDICTION.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

Schedule 1 - The Services

Description of Services:

TYPE OF PLANS:

Oye TV Channel offers the following plans which you, the Client, may choose from, the prices of which may change from time to time as advertised on the Website:

Plan A: Rolling Monthly Plan (a recurring monthly plan which does not include any Skype consultations)

Plan B: Annual Plan (an annual plan consisting of 2 Skype consultations within a 12 month period)

Plan C: Coaching Plan (an annual plan consisting of 12 Skype consultations within a 12 month period)

IN ADDITION TO THE INCLUSIONS SPECIFIED ABOVE, EACH PLAN INCLUDES:

- Live Q&A sessions held on a regular basis.
- Access to templates and resources
- Exclusive property, debt, business and life updates
- Regular newsletter
- Access to "Members Only" Facebook group where members can ask questions related to debt, property, business and life topics (or any other similar platform, forum or group as implemented by Oye TV Channel from time to time in future).

HOW TO USE SKYPE CONSULTATIONS

Each Skype consultation will last a maximum of one hour and may be used only by the named individual on the plan. Bookings must be made at least 24 hours before the requested time and date of the consultation by requesting a consultation via email to skype@oyetvchannel.com. If the Client needs to cancel, written notice must be given at least 3 hours before the start of the scheduled consultation by emailing skype@oyetvchannel.com. If no advance notice is given, the consultation may be forfeited at Oye TV Channel's discretion and no replacement consultation will be arranged. Bookings are subject to availability and Oye TV Channel will take reasonable steps to accommodate timing requests, but, may suggest a different date or time if it cannot accommodate the date or time suggested by the Client. Any consultations included in the Client's plan but not used during the relevant 12 month period cannot be rolled over into the following 12 month period.

REFUNDS AND CANCELLATION

Notwithstanding the termination rights specified in clause 10, the following refund and cancellation terms apply:

Plan A: Rolling Monthly Plan memberships may be cancelled by the Client on demand at any time before the next monthly payment is due. The Client will retain access to the plan inclusions until the next calendar month date when their payment is due. No refunds will be given for retrospective use of previous months when the plan was active. Please note, you must cancel your Rolling Monthly Plan before it renews for another month in order to avoid being charged the fee for the next month.

Plan B: Annual plan and **Plan C: Coaching Plan** are not subject to cancellation.

Grace period right to cancellation: Notwithstanding the above, Clients may choose to cancel their plans no later than 14 calendar days from the day of payment for such plan by sending written notice by email before the 14 day period has expired. After the expiry of 14 days, all plans become non-refundable. Please note, there are strictly no refunds given where access to our Services have already been used as follows:

- -Where you have already been given access to our Member Only Facebook Group, (or any other platform, forum or group as implemented by Oye TV Channel from time to time in future) regardless of whether you have posted or commented in it.
- -Where you have already had a Skype Consultation that was included in your plan.

GUIDELINES ON POSTING AND COMMENTING

Oye TV Channel reserves the right to block and remove members from using the Facebook group (or any other similar platform, forum or group as implemented by Oye TV Channel from time to time in future) at its discretion if any member engages in posts which constitute:

- Inflammatory content
- Sexist or racist remarks
- Bullying or harassment
- Posts which may induce religious hatred

Oye TV Channel reserves the right to temporarily suspend any members from using the Facebook group (or any other similar platform, forum or group as implemented by Oye TV Channel from time to time in future) at its discretion if any member engages in posts which constitute:

- Spam
- Posting of promotional links, sales links or advertorial links which are not pre-approved
- Post to links or video links which are not approved.

Oye TV Channel reserves the right to approve all posts in any group or platform before publishing them. Oye TV Channel will not refund any member for any charges already paid where that member has been blocked or suspended due to any negative online behaviour listed in this section. For members on the Annual Plan and Coaching Plan, such members will only retain access to Skype consultations if they are suspended or removed as specified above.