

General terms and conditions of purchase (GTCP) of Galvão e Freitas Design Studio, Lda. & Delia Monk for Website In A Day Kit

1. Scope and validity

- 1.1. These general terms and conditions of purchase ('**GTCP**') govern the contractual relationships between Galvão e Freitas Design Studio, Lda. & Delia Monk ('**Gif**') and the CLIENT ('**CLIENT**'), jointly referred to as the parties (the '**PARTIES**'). They apply, regardless of the respective object, to all services that the **CLIENT** obtains from the **Gif**, even where such services do not make reference to these **GTCP**.
- 1.2. By submitting its candidate info to **Gif**, the **CLIENT** acknowledges these **GTCP** in full.
- 1.3. These **GTCP** sets principal terms and conditions pursuant to which **Gif** engages to render the Website In A Day Kit ('**WIADKit**') described in Clause 2 to the **CLIENT**.

2. Website In A Day Kit

- 2.1. **Gif** will provide through WIADKit hub, program resources including video tutorials and worksheets as outlined in the page: www.theambitiouscreatives.com/website-in-a-day-kit.
- 2.2. In any event, **Gif** will perform its duties and render the services described in this **Clause 2** to the best of its ability and expertise and in the best interest of the **CLIENT** and therefore no guarantees of results or outcomes are offered.

3. Price and payment

- 3.1. In consideration for the provision of the **WIADKit**, the **CLIENT** will pay the total of \$99 USD + VAT (if applicable) ('**Fee**').
- 3.2. The prices listed in these terms and conditions

are subject to change, and discounts may be applicable under certain circumstances. Any discounts offered will be at the discretion of **Gif** and may be revoked or modified at any time without prior notice. Customers will be informed of any applicable discounts at the time of purchase or through promotional materials.

- 3.3. **Gif** reserves the right to charge interest on all overdue debts incurred by **CLIENT** at the rate of 8% per year and all legal fees incurred in the recovery of the amounts due from the **CLIENT**.
- 3.4. The **CLIENT** understands and acknowledges that no refunds will be provided, even if the **CLIENT** decides to stop participating in the Program, or is dismissed from the **WIADKit** for a breach of these **GTCP**.

4. Duties and representations

- 4.1. **Gif** and its representatives will perform professional consulting at the agreed fee. Professional consulting and coaching are distinctly different from counseling, psychotherapy or psychoanalysis and does not deal with the diagnosis or treatment of emotional problems.
- 4.2. **Gif** and its representatives have made every effort to accurately represent **WIADKit** and its potential impact on your business. Examples of actual results can be provided upon request.
- 4.3. **Gif** and its representatives do not assume or any responsibility is made, or given, and the **CLIENT** agrees not to hold **Gif** or its representatives responsible or liable in any form or fashion for any consequences that may come about – directly or indirectly – as a

result of the coaching services provided.

- 4.4. Testimonials and examples used are not intended to represent or guarantee that the **CLIENT** will achieve the same or similar results. Each individual's success depends on many factors, including her/his/them background, dedication, desire, and motivation.
- 4.5. The **CLIENT** understands and acknowledges that this Program is advisory in nature and therefore **Gif** offers no guarantee of results or outcomes.
- 4.6. The **CLIENT** understands and acknowledges that **Gif** will not be liable legally or otherwise, for the actions that the **CLIENT** may or may not undertake as a result of the **CL**.
- 4.7. The **CLIENT** also acknowledges that has represented to **Gif** that payment of the **Fee** for the Program is within hers/his/their financial means at this time and that she/he/them sees it as an investment in hers/his/them future.

5. Intellectual property

- 5.1. All Intellectual Property Rights in **WIADKit** and the speeches made by trainers at the **WIADKit** are, and remain, the intellectual property of **Gif** or its licensors, whether adapted, written for or customized for the **CLIENT** or not.
- 5.2. The **CLIENT** is not authorized to:
 - Copy, modify, reproduce, re-publish, sub-license, sell, upload, broadcast, post, transmit or distribute any of the **WIADKit** and its materials without prior written permission by **Gif**;
 - Record on video or audio tape, relay by videophone or other means the **WIADKit** and its materials;
 - Use the **WIADKit** in the provision of any

other course, training, mentorship, coaching or any other similar means whether given by **Gif** or any third-party;

- Remove any copyright or other notice of the **WIADKit** or its materials;
 - Modify, adapt, merge, translate, disassemble, decompile, reverse engineer (save to the extent permitted by law) any part of the **WIADKit**.
- 5.3. Breach by the **CLIENT** of Clause 5.2. shall allow **Gif** to immediately terminate these **GTCP** with the **CLIENT** and cease to provide any Services, including but not limited to access to the **WIADKit hub**.
 - 5.4. In consideration of the **Fee**, **Gif** grants to the **CLIENT** a limited, non-transferable, non-exclusive license to use the materials and the software in respect of the **WIADKit** for the sole purpose of completing it and/or attending it.

6. Force majeure

- 6.1. Non-performance or delay in performance by any of the Parties, of any of their obligations herein, shall not be considered breach of these **GTCP** if, and to the extent that, such non-performance or delay is due to any unforeseen event beyond the reasonable control of the Party claiming to be affected by such event and, subject to the foregoing, shall include, but not be limited to, state of war, whether declared or not, rebellions or riots, natural catastrophes, floods, storms, fires, earthquakes, strikes, pandemic or endemic, Government edict or regulation, communications cuts and unavoidable accidents.
- 6.2. If a Force Majeure event occurs, the Party in

default as a result of such event, shall be excused of all the obligations herein, and the other Party's obligations shall also be suspended, until the status quo prior to the occurrence of the event(s) constituting Force Majeure is restored.

6.3. The Party that wishes to claim a situation of Force Majeure shall serve notice on the other Party within thirty (30) days and shall use all reasonable endeavors to remedy the situation of Force Majeure as soon as possible.

7. Confidentiality

7.1. The Parties shall keep the contents of this **GTCP** confidential, together with all data and information in relation to the duties hereby undertaken and shall not disclose to third parties any information therein, unless it obtains prior written consent of the other Party.

7.2. For the purpose of this Clause 'Confidential Information' means information or materials disclosed by one Party (the 'Disclosing Party') to the other Party (the 'Receiving Party'), or learned by one Party (the 'Receiving Party') about the other Party (the 'Disclosing Party') or the Disclosing Party's products or business, in the course of the performance of the parties' obligations under these **GTCP** that is described, but not be limited to, by one of the following:

- Any other participant's or **Gif**'s copyright, patent, trademark, trade secret or other intellectual property rights;
- Any Confidential Information shared by any participant or **Gif** that belongs solely and exclusively to the participant who discloses it or to **GIF**;
- Non-public information concerning the

Disclosing Party's finances, financial status, research and development, proposed new products, marketing plans and pricing, unless and until publicly announced.

7.3. The Parties shall notify their workers, consultants and subcontractors of the duty of confidentiality provided for in this clause and demand strict compliance with the same.

8. Data Protection

8.1. Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of personal data and the processing of the personal data ('**GDPR**') entered into force on 25 May 2018 and introduced several rules applicable to the processing of personal data. All personal data received by **Gif** will be treated as confidential and only for the purposes of providing the services contracted under this Agreement.

8.2. **Gif** will process the personal data collected under these **GTCP** exclusively for the purposes of fulfilling its obligations as a service provider under these **GTCP**, acting as data controller for the purposes of the **GDPR**. The personal data of the **Client**, the respective beneficial owners, legal representatives and **CLIENT**'s representatives will also be processed by **Gif**, in its capacity as covered entity responsible for data processing in complying with the obligations arising from Law no. 83/2017, of 18 August 2017.

8.3. **Gif** may communicate the personal data collected under this agreement (i) to entities pertaining to its group of companies, (ii) to public entities with legal legitimacy to ensure the processing of personal data for the purposes of anti-money laundering and the

use of the financial system for terrorist financing, and (iii) lawyers and/or internal or external auditors. Personal data collected under this agreement will be processed in Portuguese territory and will not be transferred to any country located outside the EEE.

8.4. The personal data collected by **Gif** will be stored during the length of these **GTCP** and for a period of 5 years after its termination. Personal data collected for the purpose of preventing money laundering and the use of the financial system for terrorist financing shall be stored for a period of 7 (seven) years after their collection.

8.5. The **CLIENT** may, at any time, request **Gif** to access and rectify the personal data collected, as well as the respective elimination, as long as this does not affect the purpose of the processing. In addition, **CLIENT** may request the restriction of the processing by written notification to be sent to **Gif**.

8.6. The **CLIENT** is also informed of its right to file complaints with the Portuguese Data Protection Authority ('**CNPD**').

9. Waiver

9.1. No waiver by any of the Parties regarding any default(s) by the other Party in the compliance of any of the provisions of this Agreement shall:

- Operate or be construed as a waiver of any other default(s) whether of a similar or different nature; or
- Be effective unless executed in writing by a duly authorized representative of such Party.

9.2. The failure by one Party to demand that the other Party complies with a specific term or condition of this Agreement on a deadline

granted by one Party to another shall, on no occasion, be deemed to constitute a waiver or relinquishment of rights relative to the breach in question, nor as acceptance of such breach.

10. Contractual term

10.1. The term of this Agreement is 15th May 2024, commencing on the date of its signature.

10.2. Any Party may terminate this **GTCP** in case of a breach by the other Party of its obligations under this Agreement which cannot be cured or, if the agreement can still be cured, the Party in breach does not do it within the deadline established by the non-defaulting Party in a notice sent to the defaulting Party identifying the breach and requesting that it is cured.

11. Written form

11.1. Changes or additions to these contractual provisions must be made in writing in order to be effective. Email is considered sufficient for this purpose.

12. Notices

12.1. Save when otherwise provided for in these **GTCP**, any notice between the Parties in connection with these **GTCP** shall be in writing and sent to the Emails provided with application form.

13. Partial invalidity and omissions

13.1. The invalidity or voidability of one or more provisions of these **GTCP** shall not affect the validity of the other provisions. In such cases, the PARTIES agree to replace the invalid or

voidable provision with another valid and applicable regulation that comes as close as possible to the legal and economic intent of the excised provision. The same applies in the event of loopholes.

14. Place of jurisdiction and applicable law

14.1. The GTCP is subject exclusively to Portuguese law, excluding the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980.

14.2. The settlement of any disputes arising from the interpretation, implementation or termination of the Agreement shall be made under Portuguese law and shall be subject to the exclusive jurisdiction of the Courts of Porto district civil court, with express waiver of any other.

