

MyQACoach.com Terms and Conditions

These terms and conditions are divided into the following parts:

- (A) a general disclaimer of liability;
- (B) terms and conditions governing the use of this website;
- (C) license for MyQACoach.com quality assurance resources;
- (D) terms and conditions governing MyQACoach.com subscriptions, products, services and other purchases; and
- (E) general and interpretive provisions.

By using the MyQACoach.com website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use the MyQACoach.com website. By using the MyQACoach.com website or buying any product or service from the MyQACoach.com website, you agree to these terms and conditions.

The MyQACoach.com website uses cookies. By using the MyQACoach.com website and agreeing to these terms and conditions, you consent to MyQACoach.com's use of cookies.

(A) General disclaimer

(1) Information

Much of the information on this website consists of quality assurance (QA) related case studies, templates, training materials, and opinions expressed by quality assurance practitioners. Many details and nuances are often omitted from such information. Particular circumstances often impact their applicability, and the way that they are or should be applied.

You should therefore never apply the information to your own situation without conducting additional research or engaging a qualified and competent quality assurance professional. Nor should you assume that all of the relevant material included on the MyQACoach.com website is complete or correct.

The world changes constantly and quality assurance information is always susceptible to becoming out-of-date.

Most of the information on this website relates to quality assurance practices within the United States. However, this is not always the case. Do not assume that any particular item of information relates to any particular jurisdiction, industry or region.

For all of these reasons, you must not exclusively rely upon any information on this website, and MyQACoach.com recommends that you seek and apply the guidance of a competent quality assurance professional before taking any action (or not taking any action) that has had or may have serious consequences or implications for you and/or your organization.

(2) Exclusion of warranties, representations and guarantees

MyQACoach.com does not warrant, represent or guarantee:

- the accuracy of the information published on this website;
- the completeness of the information published on this website;

- that the information published on this website is up-to-date;
- or that the information on or from the website can be applied to achieve any particular result.

To the maximum extent permitted by applicable law MyQACoach.com excludes all representations, warranties and guarantees relating to this website and the use of this website (including, without limitation, any warranties implied by law of satisfactory quality, merchantability, fitness for purpose and/or the use of reasonable care and skill).

(3) Limitations and exclusions of liability

Nothing in these terms and conditions will: (a) limit or exclude MyQACoach.com or your liability for death or personal injury resulting from negligence; (b) limit or exclude MyQACoach.com or your liability for fraud or fraudulent misrepresentation; (c) limit any of MyQACoach.com or your liabilities in any way that is not permitted under applicable law; or (d) exclude any of MyQACoach.com or your liabilities that may not be excluded under applicable law.

The limitations and exclusions of liability set out in this Section and elsewhere in these terms and conditions: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the terms and conditions or in relation to the subject matter of the terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

To the extent that the website and the information and services on the website are provided free-of-charge, MyQACoach.com will not be liable for any loss or damage of any nature.

MyQACoach.com will not be liable to you with respect to any losses arising out of any event or events beyond MyQACoach.com reasonable control.

MyQACoach.com will not be liable to you with respect to any business losses.

MyQACoach.com will not be liable to you with respect to any loss of or damage to profits, income, revenue, or anticipated savings.

MyQACoach.com will not be liable to you with respect to any loss of use or production.

MyQACoach.com will not be liable to you with respect to any loss of management time or office time.

MyQACoach.com will not be liable to you with respect to any loss of business, contracts, commercial opportunities or goodwill.

MyQACoach.com will not be liable to you with respect to any loss or corruption of any data, database or software.

MyQACoach.com will not be liable to you with respect to any special, indirect, incidental or consequential loss or damage.

MyQACoach.com will not be liable to you with respect to any losses arising out of any acts or omissions of any hosting services provider, payment services provider or other third party services provider.

You accept that MyQACoach.com has an interest in limiting the personal liability of MyQACoach.com team members and employees. Having regard to that interest, you accept that MyQACoach.com's relationship with you is one of limited liability and agree that you will not bring any claim personally against individual team members or employees with respect

to any losses you suffer in connection with the website or these terms and conditions. This will not limit or exclude the liability of acts and omissions of MyQACoach.com team members and employees.

(4) Third party content

You acknowledge that some of the information published on this website is submitted or provided by users, team members, affiliated solution providers and other third parties, and that MyQACoach.com does not usually review, approve or take editorial responsibility for such information.

You agree to the publication of comments, reviews and/or feedback relating to you, by others, on MyQACoach.com website. You acknowledge that such comments, reviews and/or feedback may be critical or defamatory or otherwise unlawful; and you agree that you will not hold us liable with respect to any such comments, reviews and/or feedback, irrespective of whether MyQACoach.com was or is aware, or ought to have been aware, of such comments, reviews and/or feedback.

(5) Website availability

From time to time the website or features of the website will be unavailable. Such unavailability may be the result of defects in the website software, scheduled or emergency maintenance procedures, or failures of third party service providers.

MyQACoach.com does not commit to ensuring that the website will be available at any particular time.

Furthermore, MyQACoach.com does not commit to ensure that the website will continue to be published in the future.

(6) Interactive features

Our website includes interactive features that allow users to communicate with us, MyQACoach.com team members and affiliated solution providers. You acknowledge that, because of the limited nature of such communication, any assistance you may receive using any such facility is likely to be incomplete and may be misleading. Any assistance you may receive using any such facility does not constitute professional advice and accordingly should not be relied upon. No consultant-client relationship shall be considered to be created through the use of the MyQACoach.com website.

(7) Notification services

The notification services MyQACoach.com provides are primarily intended to highlight changes in regulations and quality assurance practices that may affect the drafting of quality assurance related documents. However, MyQACoach.com notification services are not intended to be comprehensive, and they should not be treated as comprehensive contract news or update services. MyQACoach.com may discontinue notification services at MyQACoach.com sole discretion at any time.

(8) MyQACoach.com team members and affiliated solution providers

In addition to protecting MyQACoach.com and its team members and employees, the limitations of liability in these terms and conditions shall protect the following persons with respect to any claims made by any client or any user of this website: (a) any team member or affiliated solution provider; (b) any supplier of any document or documents made available on the MyQACoach.com website; (c) any supplier of other quality assurance related content made available on the MyQACoach.com website; and (d) any officer, employee, partner or any person referred to in sub-parts (A) to (C). For

the avoidance of doubt, this Section 8 shall not affect the terms of any solicitor-client, coach-client or affiliated solution provider-client relationship expressly agreed to and entered into between a website user and any of these parties.

(B) Terms and conditions of use

(9) License to use website

Unless otherwise stated, MyQACoach.com or MyQACoach.com licensors own the intellectual property rights in the website and material on the website. Subject to the license below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions of use. You must not: (a) republish material from this website (including republication on another website); (b) sell, rent or sub-license material from the website; (c) show any material from the website in public; (d) reproduce, duplicate, copy or otherwise exploit material on the MyQACoach.com website for a commercial purpose; (e) edit or otherwise modify any material on the website; or (f) redistribute material from this website, except for content specifically and expressly made available for redistribution (such as a MyQACoach.com newsletter).

Where content is specifically made available for redistribution, it may only be redistributed within your organization.

You may access MyQACoach.com social media feeds by via the MyQACoach.com website. By accessing the MyQACoach.com social media feeds you accept these terms and conditions. Subject to your acceptance of these terms and conditions, and notwithstanding the restrictions set out above, MyQACoach.com grants to you a non-exclusive non-transferable non-sub-licensable license to display MyQACoach.com social media feeds in unmodified form on any non-commercial website owned and operated by you. It is a condition of this license that you include a credit for MyQACoach.com and hyperlink to the MyQACoach.com website on each web page where the MyQACoach.com social media feed is published (in such form as MyQACoach.com may specify from time to time, or if MyQACoach.com does not specify any particular form, in a reasonable form). MyQACoach.com may revoke this license at any time, by giving you written notice of revocation.

This Section 9 does not apply to the use of MyQACoach.com's quality assurance templates. Licenses to use the templates are set out below.

(10) Acceptable use

You must not use the MyQACoach.com website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity. You must not use the MyQACoach.com website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software. You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to the MyQACoach.com website without MyQACoach.com's express written consent. You must not use the MyQACoach.com website to transmit or send unsolicited commercial communication. You must not use the MyQACoach.com website for any purposes related to marketing without MyQACoach.com's express written consent.

(11) Restricted access

Access to certain areas of the MyQACoach.com website is restricted. MyQACoach.com reserves the right to restrict access to other areas of the MyQACoach.com website, or to the entire MyQACoach.com website, at the discretion of MyQACoach.com. If MyQACoach.com provides you with or you generate a password to enable you to access restricted areas of the MyQACoach.com website or other content or services, you must ensure that password is kept confidential. You must notify us in writing immediately if you become aware of any unauthorized use of your account or password. You are responsible for any activity on the MyQACoach.com website arising out of any failure to keep your password confidential, and may be held liable for any losses arising out of such a failure. You must not use any other person's user ID and password to access restricted areas of the MyQACoach.com website. MyQACoach.com may disable your account on the website at the sole discretion of MyQACoach.com without notice or explanation.

(12) User content

In these terms and conditions of use, "your content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to MyQACoach.com website, for whatever purpose.

You grant to us a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your content in any existing or future media. You also grant to us the right to sub-license these rights, and the right to bring an action for infringement of these rights. You warrant and represent that your content will comply with these terms and conditions. Your content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or us or a third party (in each case under any applicable law).

Your content (and its publication on the MyQACoach.com website) must not: (a) be libelous or maliciously false; (b) be obscene or indecent; (c) infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, trade secret or other intellectual property right; (d) infringe any right of confidence, right of privacy, or right under data protection legislation; (e) constitute negligent advice or contain any negligent statement; (f) constitute an incitement to commit a crime; (g) be in contempt of any court, or in breach of any court order; (h) be in breach of racial or religious hatred or discrimination legislation; (i) be blasphemous; (j) be in breach of official secrets legislation; (k) be in breach of any contractual obligation owed to any person; (l) depict violence in an explicit, graphic or gratuitous manner; (m) be pornographic or sexually explicit; (n) be untrue, false, inaccurate or misleading; (o) consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage; (p) constitute spam; (q) be offensive, deceptive, threatening, abusive, harassing, or menacing, hateful, discriminatory or inflammatory; or (r) cause annoyance, inconvenience or needless anxiety to any person.

Your content must be appropriate, civil, tasteful and in accord with generally accepted standards of etiquette and behavior on the internet. You must not use the MyQACoach.com website to link to any website or web page consisting of or containing material that would, were it posted on the MyQACoach.com website, breach the provisions of these terms and conditions.

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

MyQACoach.com reserves the right to edit or remove any material submitted to the MyQACoach.com website, or stored on the MyQACoach.com servers, or hosted or published upon the MyQACoach.com website.

Notwithstanding the MyQACoach.com rights under these terms and conditions in relation to user content, MyQACoach.com does not undertake to monitor the submission of such content to, or the publication of such content on, the MyQACoach.com website.

If you become aware of any content on the website that breaches these terms and conditions, please notify us immediately by email or by using the contact form available on the MyQACoach.com website.

(13) Third party websites

Our website includes hyperlinks to other websites owned and operated by third parties. These links do not constitute recommendations. MyQACoach.com has no control over the content of third party websites, and MyQACoach.com accepts no responsibility or liability for them nor for any loss or damage that may arise from your use of them.

(C) License for MyQACoach.com quality assurance resources

(14) Intellectual property rights

MyQACoach.com owns the intellectual property rights for the free templates and other free documents available on this website. Subject to the license below, all MyQACoach.com intellectual property rights are reserved.

(15) License to use free templates and other free documents

You may view, download, print, copy, adapt, and amend the free templates and other free documents from MyQACoach.com, and you may publish amended versions of the templates, subject to the restrictions below.

You must include a credit for MyQACoach.com on all free templates, other free documents and derivatives thereof (in the form specified on the relevant item). In addition, you must include a visible hyperlink to www.myqacoach.com on any website where a derivative is published. Subject to this, you are free to determine: (i) the context and link text for the hyperlink; and (ii) the page on the MyQACoach.com website to which the hyperlink points.

You must not republish any free template or other free document from MyQACoach.com in non-amended form, nor publish derivatives of a free template, including any footnotes or square brackets appearing in the free templates. You have no rights to sell or distribute the free templates, other free documents or derivatives thereof or to license to others any rights to these items.

You acknowledge that MyQACoach.com does not provide any advice to you relating to use of the free templates, other free documents or derivatives thereof, and consequently that it would be unreasonable to hold MyQACoach.com liable with respect to your use of them. MyQACoach.com does not warrant the comprehensiveness nor accuracy of provided free templates or other free documents. MyQACoach.com does not commit to ensuring that the free templates and other free documents remain available. MyQACoach does not commit to ensuring that free templates and other free documents are maintained compliant with current applicable requirements for such items in relation to any regulation, standard or statute. The disclaimers of liability set out in Part A of these terms and conditions apply in full in relation to free templates, other free documents and derivatives thereof originating from MyQACoach.com.

(D) Subscription terms and conditions

(16) Subscriptions

The terms and conditions in this Part D apply between us, MyQACoach.com, and all MyQACoach.com subscribers, including free subscribers.

The use of a subscriber account on the MyQACoach.com website shall be limited to: (a) subscribers; and (b) in the case of corporate subscribers, officers and employees of the subscriber. Subscribers must ensure that no other persons use, or have access to, their accounts on the website.

A subscription shall begin at the time and on the day that MyQACoach.com grants the subscriber access to client services available to the subscriber, and shall continue until terminated in accordance with this Part D.

MyQACoach.com may, at MyQACoach.com's absolute discretion, refuse any subscription application or purchase request.

(17) Charges, payments and credits

The charges shall be as specified on the MyQACoach.com website from time to time. MyQACoach.com may vary the charges at the sole discretion of MyQACoach.com at any time, by posting the varied charges on the website. If a subscriber does not wish to pay charges at the new level, the subscriber's sole remedy is to terminate the subscription in accordance with the terms of this Part D. All charges are stated exclusive of VAT, unless the context requires otherwise.

Before a subscription commences, the subscriber must pay to us: (a) initiation charges, when applicable; and (b) the first calendar month's (pro-rated) recurring charges, when applicable. On the first day of each calendar month during the term of the Subscription, the subscriber must pay to us the applicable recurring charges for that month. Charges must be paid by such method as MyQACoach.com may request from time to time.

MyQACoach.com may vary the charges for the purchase of subscriptions, at MyQACoach.com's sole discretion, at any time, by posting the pricing variations on the website. If the subscriber objects to such variations, the subscriber's sole remedy is to terminate the subscription in accordance with the terms of this Part D.

Purchased subscriptions may terminate at the end of the purchased subscription period as MyQACoach.com may specify on the website from time to time. Free subscriptions may be terminated at the sole discretion of MyQACoach.com without notice to subscribers.

(18) Subscriber services

MyQACoach.com may vary the benefits available to subscribers, and the terms of this Section 18, at any time at the sole discretion of MyQACoach.com.

During the period of subscription, a subscriber shall be able to access all such templates and other documents as are covered by the subscription, subject to the other provisions of these terms and conditions.

Paying subscribers may use MyQACoach.com to seek quality-related guidance. MyQACoach.com shall make a reasonable effort to answer questions from subscribers, subject to the following restrictions: (a) MyQACoach.com will have no obligation to draft, amend or otherwise modify quality-related documents on behalf of the subscriber; (b) when MyQACoach.com deems that it does not have sufficient information to answer a question, this will be communicated to the subscriber and may result in no answer being rendered; (c) subscriber questions are subject to limits and provisions specified in relation to the relevant subscription type; (d) MyQACoach.com will have no obligation to provide guidance relating to complex points of quality assurance, regulatory affairs or organizational excellence, nor to provide guidance relating to matters outside the expertise of MyQACoach.com; (e) MyQACoach.com will have no obligation to provide guidance where MyQACoach.com considers that it creates a material risk of liability or potential liability on the part of MyQACoach.com; and (f) guidance may be provided in summary form and may consist of a recommendation to seek

other qualified sources for advice. All quality-related guidance given by MyQACoach.com is subject to the limitations and exclusions of liability set out in Part A.

Professional services provided by MyQACoach.com, beyond those described as available by subscription, shall be subject to a separate client contract. MyQACoach.com reserves the right to refuse to accept any request for professional services, beyond those described as available by subscription, made by the subscriber. If MyQACoach.com creates and supplies to you quality-related advice or a quality-related document pursuant to a request for professional services according to a separate client contract, MyQACoach.com grants to you a non-exclusive license (which you may not sub-license without written consent from MyQACoach.com): (a) to copy MyQACoach.com quality-related documents provided to you in the course of providing the services and to distribute those copies within your organization; (b) to adapt and copy (and copy adaptations of) quality-related documentation provided to you in the course of providing the services; and (c) to adapt, copy and publish (and to copy and publish adaptations of) documentation intended for publication provided to you in the course of providing the services. You must only send us reproductions of original documents from your organization to work with; MyQACoach.com will not be responsible for any loss of or damage to original documents which you send to us. Any file of documents MyQACoach.com creates or compiles in the course of providing services under these terms and conditions will belong to us. Without prejudice to your right to receive purchased services and specified deliverables, you will have no right of access to any file created or compiled by MyQACoach.com in the course of providing those services and specified deliverables under these terms and conditions.

Subscribers shall also benefit from such other services as are specified on the website from time to time as being available to the relevant type of subscriber.

(19) License to use paid subscription Templates

In this Section 19, "Templates" means the quality-related templates and other documents that are available only to paid subscribers via the MyQACoach.com website; "Derivatives" means adapted versions of Templates that do not include any of the footnotes or editing guidance (indicated by italic text, upper case text and/or square brackets) in the templates; and "Relevant Clients" means commercial clients paying for your products or services at a competitive market rate.

MyQACoach.com owns the intellectual property rights to the Templates. Subject to the license below, all MyQACoach.com intellectual property rights are reserved.

If you are a paid subscriber for certain types of subscriptions, when applicable, MyQACoach.com may grant to you a worldwide non-exclusive, non-transferable, non-sub-licensable, license to make any Template available under your subscription also available to your Relevant Clients for Permitted Uses; providing that you do not, under any circumstances, commit or permit any Prohibited Use of any such Template.

The "Permitted Uses" are: (a) downloading copies of each Template; (b) storing, viewing and editing Templates and Derivatives on any computer owned or controlled by you; (c) publishing derivatives on an unlimited number of websites owned and controlled by you; (d) printing an unlimited number of copies of any derivative.

The "Prohibited Uses" are: (a) the sale, licensing, sub-licensing, renting, leasing or commercial distribution of any late or derivative in any format; (b) the publishing of any Template (excluding the publication of a derivative as expressly permitted above); (c) the use of any Template or derivative in any way that is unlawful or in breach of any person's legal rights under any applicable law, or in any way that is offensive, indecent, discriminatory or otherwise objectionable; (d) the use of any Template or derivative to compete with us, whether directly or indirectly; (e) deleting, obscuring or removing, any copyright notices or other proprietary notices placed by us on any Template or derivative.

If you are a subscriber for certain types of subscriptions, when applicable, MyQACoach.com may additionally grant to you the right to sub-license to your Relevant Clients the right to make Permitted Uses of Templates and derivatives, subject always to the prohibition of the Prohibited Uses and the other provisions of these terms and conditions. Sub-licenses must be in writing. You may in your sole discretion charge your clients fees with respect to such sub-licenses. If you grant any sub-license to a client, you must notify MyQACoach.com in writing within 30 days of the date of grant of the sub-license.

If you breach any of these terms and conditions, then your licenses under this Section may be terminated by us upon written notice to you. Upon the termination of a license set out in this section, you will promptly and irrevocably delete from your computer systems and other electronic devices all copies of the Template(s) and derivative(s) in your possession or control, and will permanently destroy any paper or other copies of the Template(s) and derivative(s) in your possession or control.

(20) Termination of subscription

Paid subscriptions may be terminated: (a) by the subscriber at any time by giving us a written request to terminate the paid subscription; (b) by us, immediately, upon expiration of the specified period for the paid subscription; (c) by us, at any time prior to expiration for the specified period of the paid subscription, by giving the subscriber at least 30 days written notice; (d) by us, immediately, upon failure by the subscriber to pay any applicable charges on the applicable due date; or (e) by us, immediately, upon determination that a subscriber has breached any provision of these terms and conditions, or has breached the terms of any other contract between us and the subscriber. Immediate terminations of paid subscriptions must be accompanied by us giving immediate written notice to the subscriber.

Free subscriptions may be terminated by us at any time, with or without explanation or written notice of termination.

If a subscription is terminated (for whatever reason and on whatever basis) the subscriber shall not be entitled to any refund of any amounts paid to us before such termination. Termination of subscription does not release the subscriber from liability to pay any amounts that were overdue and pending payment on the date of termination. Any account credit granted to the subscriber shall be forfeit upon termination of the subscription.

If a quality-related template or other document is downloaded from the MyQACoach.com website by the subscriber during the period of subscription, the license to use that template shall continue indefinitely beyond termination of the subscription, subject to termination of the license upon breach, in accordance with Section 19, Section 23 or both.

(21) Additional limitations of liability

The disclaimers of liability set out in Part A of these terms and conditions apply in relation to subscriber services. The limitations of liability set out in this Section 21 are subject to the first paragraph of Section 3.

Our liability to subscribers with respect to any event or series of related events, whether arising in contract, tort (including negligence) or otherwise, will not exceed \$100,000 USD.

Our aggregate liability to subscribers, whether arising in contract, tort (including negligence) or otherwise, will not exceed \$500,000 USD.

(E) General and interpretative provisions

(22) Indemnity

You hereby agree to indemnify us and undertake to keep us indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute) incurred or suffered by us arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

(23) Breaches of these terms and conditions

Without prejudice to other rights of MyQACoach.com, if you breach these terms and conditions of use in any way, or if MyQACoach.com reasonably suspects that you have breached these terms and conditions of use in any way, MyQACoach.com may: (a) send you one or more formal warnings; (b) temporarily suspend your access to the website; (c) permanently prohibit you from accessing the website; (d) block computers using your IP address from accessing the website; (e) contact your internet services provider and request that they block your access to the website; (f) bring court proceedings against you for breach of contract or otherwise; (g) suspend and/or delete your account with the website; and/or (h) delete and/or edit any or all of your content.

Where MyQACoach.com suspends or prohibits or blocks your access to the MyQACoach.com website or a part of the MyQACoach.com website, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

(24) Trademarks, service marks and logos

The MyQACoach.com logo belongs to us. MyQACoach.com gives no permission for the use of this logo and such use may constitute an infringement of MyQACoach.com's rights. Other registered and unregistered trademarks, service marks or logos appearing on the MyQACoach.com website are the property of their respective owners. Unless stated otherwise, MyQACoach.com cannot grant any license to exercise rights for use of trademarks, service marks or logos owned by others. Unless expressly stated, the appearance of another party's registered or unregistered trademark, service mark or logo on the MyQACoach.com website is not an endorsement by, nor evidence of affiliation with, MyQACoach.com.

(25) Competitions and other promotions

From time to time MyQACoach.com may run competitions, free prize drawings and/or other promotions on the MyQACoach.com website. These will be subject to separate terms and conditions (that MyQACoach.com will make available to you as appropriate).

(26) Variation of these terms and conditions

MyQACoach.com may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of the MyQACoach.com website from the date of the publication of the revised terms and conditions on the MyQACoach.com website.

(27) Assignment

You hereby agree that MyQACoach.com may transfer, sub-contract or otherwise deal with any or all of the MyQACoach.com rights and/or obligations under these terms and conditions. You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions without obtaining prior written consent from MyQACoach.com.

(28) Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in full force and effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

(29) Exclusion of third party rights

The disclaimers, limitations of liability and exclusions of liability set out in Part A and Section 13 of these terms and conditions protect any third party, authorized by MyQACoach.com to provide quality-related templates and other documents for distribution through this website, as they protect MyQACoach.com.

Subject to the preceding paragraph, these terms and conditions are for the benefit of you and us, and are not intended to benefit any third party or be enforceable by any third party. The exercise of MyQACoach.com and your rights in relation to these terms and conditions is not subject to the consent of any third party.

(30) Entire agreement

Subject to the first paragraph of Section 3, these terms and conditions, together with the MyQACoach.com privacy policy, constitute the entire agreement between you and us in relation to your use of the MyQACoach.com website, and supersede all previous agreements with respect to your use of this website and the related MyQACoach.com services.

(31) Law and jurisdiction

These terms and conditions will be governed by and construed in accordance with California law, and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of California and the United States of America.

Terms and Conditions Version 1.0 applicable from December 17, 2015.