

Legal Terms and Conditions of Use

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1. Use of Site Material

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2. User Generated Content

- **2.1 User Content.** We offer you the opportunity to comment on and engage in discussions regarding articles, companies and various topics. Any content, information, graphics, audio, images, and links you submit as part of creating your profile or in connection with any of the foregoing activities is referred to as "User Content" in this Agreement and is subject to various terms and conditions as set forth below.
- **2.2 Cautions Regarding Other Users and User Content.** You understand and agree that User Content includes information, views, opinions, and recommendations of many individuals and organizations and is designed to help you gather the information you need to help you make your own decisions. Importantly, you are responsible for your own investment decisions and for properly analyzing and verifying any information you intend to rely upon. We do not endorse any recommendation or opinion made by any user. We do not routinely screen, edit, or review User Content. However, we reserve the right to monitor or remove any User Content from the website at any time without notice. You should also be aware that other users may use our website for personal gain. As a result, please approach messages with appropriate skepticism. User Content may be misleading, deceptive, or in error.
- **2.3 Grant of Rights and Representations by You.** If you upload, post, or submit any User Content on our website, you represent to us that you have all the necessary legal rights to upload, post, or submit such User Content and it will not violate any law or the rights of any person. You agree that upon uploading, posting, or submitting information on the website, you grant MECM, and our respective affiliates and successors a non-exclusive, transferable, worldwide, fully paid-up, royalty-free, perpetual, irrevocable right and license to use, distribute, publicly perform, display, reproduce, and create derivative works from your User Content in any and all media, in any manner, in whole or part, without any duty to compensate you. You also grant us the right to authorize the use of User Content, or any portion thereof to other users in accordance with the terms and conditions of this Agreement, including the rights to feature your User Content specifically on the website and to allow users to request access to your User Content, such as for example through an RSS Feed.
- **2.4 We may also remove any User Content for any reason and without notice to you.** This includes all materials related to your use of our website or membership, including email accounts, postings, profiles, or other personalized information you have created while on our website.

3. Use of Links and Logos

You do not need to request permission to create a text link from your website to the MECM website. However, the MECM logo may not be used without a written agreement. Please send all requests to mecm@mecm.co.uk. MECM reserves the right to request the removal of any link.

4. Liability

MECM makes no representations about the accuracy, reliability, completeness, or timeliness of the material on this website or about the results to be obtained from using the website. You use the

website and its material at your own risk. Changes are periodically made to the website and may be made at any time.

This website and its material are provided on an "as is" basis without any warranties of any kind. To the fullest extent permitted by law, MECM hereby expressly disclaims all warranties, including the warranty of merchantability, non-infringement of third-party rights, and the warranty of fitness for particular purpose. In no event shall MECM be liable for any damages whatsoever resulting from the use or inability to use material on this website or sites linked to this website, whether based on warranty, contract, tort, or any other legal theory, and whether or not MECM is advised of the possibility of such damages.

By using this website, you agree to defend, indemnify, and hold harmless MECM, its officers, directors, employees, and agents from and against any and all losses, claims, damages, costs, and expenses (including reasonable legal and accounting fees) that MECM may become obligated to pay arising or resulting from your use of the site material or your breach of these terms and conditions.

5. On-line bookings

5.1 These Terms cover all training courses, seminars and examination bookings made with the MECM via the Web Site. The Web Site does not constitute an offer and no contract between you and the MECM will come into existence until the MECM issues confirmation of your booking. A complete Client Registration form must be submitted by each individual in respect of him or herself prior to any booking for an advice and/or training being accepted by MECM. Where you have provided an e-mail address, MECM will send you an e-mailed confirmation of your booking, otherwise, confirmation will be sent to you by post.

5.2 Where a booking is made by a person, firm or company on behalf of a number of people, the person who makes the booking accepts these Terms on behalf of such people and is responsible for all payment due from such people. By submitting a booking, you warrant and confirm to us that you will comply with these Terms.

5.3 Alternatively, the booking form may be printed out and payment by cheque (payable to MomoEssa Capital Management Limited OR MomoEssa Consulting as appropriate and crossed "Account Payee Only") sent to MomoEssa Capital Management Limited, 145-157 St. John Street, London EC1V 4PY, United Kingdom. Corporate account customers may be invoiced. MECM cannot accept responsibility for cash sent through the post.

5.4 All prices are exclusive of VAT and any other taxes that may be payable. Full payment of all fees is required at the time the advice, training or course, seminar or conference ("the Event") is booked. Payment may be made on-line by credit or debit card (Visa, MasterCard, Amex, Switch, Delta, Eurocard). Confirmation of the booking and any other additional documentation will be sent to the billing address of the credit/debit card holder and not the address of the delegate of candidate (unless they are one and the same).

5.5 MECM reserves the right to cancel or alter the content of all Events. If the Event is fully booked or it is not possible to confirm the booking for any other reason, you will be given a full refund.

5.6 Where Events are administered or provided by a third party supplier, the supplier's terms and conditions will apply in addition to these Terms.

5.7 Cancellations must be received in writing by the MECM from the person making the booking and the following refund policy applies:-

(a) Training Courses. By providing not less than 7 days' notice, bookings may be transferred from one training course to another, without incurring additional charges. Transfers within 7 days of the course date incur an administration charge of £75 + VAT. If a person is prevented from attending the course, due to illness or bereavement, a free transfer to another course may be given.

(b) Conferences. An administration charge equal to 25% of the admission fee will be made for all cancellations notified up to 14 days prior to the Conference taking place. A charge of 50% is made if

notification is between 14 and 2 days prior to the Conference. No part of the admission fee is refunded if cancellations are notified within 48 hours of the Conference taking place. There is no administration charge for changing the name of the person attending the Conference. All notifications must be in writing.

(c) Publications. Fees paid in respect of the purchase of Publications may be refunded, subject to the return of the Publication and its condition. The decision to accept a return is at the Supplier's discretion.

5.8 Although MECM will try to ensure that Events proceed as planned, MECM reserves the right to change course and training dates, content, speakers and venue. In the event such a change is made, MECM will endeavour to notify delegates as soon as possible. MECM may also cancel an Event for any reason, in which case a full refund will be made within thirty (30) days.

5.9 You agree to jointly and severally indemnify, defend, and hold harmless MECM its employees, representatives and agents, from and against any claims, actions, demands or other proceedings brought by a third party arising in connection with: (i) your use of the Web Site; (ii) any breach by you of the Terms; (iii) a claim that any use of the Web Site by you infringes any intellectual property rights of any third party, or any right of personality or publicity or is libellous or defamatory, or otherwise results in injury or damage to any third party; (iv) any deletions, additions, insertions, or alterations to, or any unauthorised use of, the Web Site by you; or (v) any misrepresentation or breach of representation or warranty made by you contained herein. You will indemnify MECM, jointly and severally from and against any costs, liabilities, damages and expenses incurred in connection with your use of the Web Site.

5.10 Save in respect of fraud and of personal injury or death to the extent it results from the MECM's negligence, any liability MECM may have in relation to courses, training and conferences booked by you, shall be limited to the amount of a refund of any fees paid by you in relation to the circumstances giving rise to liability. In no event will MECM be liable for any loss of profit, loss of revenue, anticipated savings, loss of or damage to data or any indirect or consequential losses even if the Group has been advised of the possibility thereof. Applicable law may not allow the limitation or exclusion of liability for consequential or incidental damages, so this limitation or exclusion may not apply to you.

6. Applicable laws

6.1 The Web Site is not directed at any person in any jurisdiction where for any reason the publication or availability of the Web Site or Content is prohibited. Those in respect of whom such prohibitions apply must not access the Web Site. The Group does not represent that either the Web Site or the Content are appropriate for use or permitted by local laws in all jurisdictions. Those who access the Web Site do so on their own initiative and are responsible for compliance with applicable local laws or regulations; legal advice should be sought in cases of doubt.

6.2 The Terms are governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English courts.