

**SOPHICLY**  
**GCSE English Mastery Program Enrolment Agreement**

This *4 Steps to GCSE English Mastery* program Enrolment Agreement (“Agreement”) is entered into between Sophicly, and (“Client”) an individual/business, for Sophicly to provide its *4 Steps to GCSE English Mastery Program* (the “Program”) to Client in accordance with the following terms:

**Section 1. Program Content, Duration.**

- (a) Program information is intended for information and education purposes and is presented “as is” and does not purport to be, nor should it be construed as, advice or counselling tailored to any specific business or individual.
- (b) The Program is twelve (12) weeks in duration beginning on the 17<sup>th</sup> of January 2022.
- (c) Program content will include training related to Mindset, Strengths and Weaknesses Diagnostics, Knowledge and Skills Building, Learning Techniques, Understanding Examiners’ Requirements, and Exam Technique.
- (d) All materials, procedures, policies, standards, manuals, teaching aids, and other similar tools that have been, or will be, made available by Sophicly or its designated facilitators, or any other source, oral or written, are for individual use in or in conjunction with this training Program only.
- (e) Program content is for individual use only, and may not be sold, tape recorded, videotaped, shared, taught, given away, or otherwise divulged without the express written consent of Sophicly, or its designated agent.
- (f) Success with this Program is largely driven by your willingness to take actions as recommended by Sophicly, as it relates to the content of the Program.
- (g) If you wish to apply (or not apply) ideas, concepts, teachings, etc. contained in this material, you are taking full responsibility for your actions and furthermore you agree that your success with the Program is dependent on your willingness to follow the steps outlined by Sophicly.
- (h) In addition to the *4 Steps to GCSE English Mastery* program, as a *4 Steps to GCSE English Mastery* program client you will have the opportunity to utilise the following as part of the Program for 12 weeks:
  - Up to 2 x weekly live lessons
  - Two scheduled one-on-one coaching sessions

- 12 weeks access to our clients-only Facebook group
- Lifetime access to our curriculum
- Lifetime access to our grade 9 library of resources

## **Section 2. Client Responsibilities.**

- (a) Client is solely responsible for the decision to implement any ideas, concepts, teachings, or the like, presented in the Program as well as any advertising budget. Client agrees that Sophicly is not and will not be liable or responsible for any action or inaction or for any direct or indirect result of Client's use of the ideas, concepts, teachings, or the like, presented in the Program or for Client's use of any materials provided by Sophicly in connection with the Program. Client agrees and understands that Sophicly makes no guarantees regarding the success of Client resulting from the Program.
- (b) Client is responsible for participating in the Program in a manner that does not disrupt or impair the Program for any other participants, instructors, Sophicly employees or contractors.
- (c) Client agrees to treat information shared by other Program participants confidential.
- (d) Client acknowledges that Sophicly reserves the right to terminate a Client's participation in the Program for violation of the terms of this Agreement.

## **Section 3. Fees and Payment.** Payment information includes:

- Cost for the Program is £750 (SEVEN HUNDRED AND FIFTY POUNDS)
- Client agrees to pay Sophicly with either credit/debit card, PayPal, bank transfer (ACH or wire) a fee of £750.00, which will be automatically charged to the account information on file by Sophicly on the agreed payment(s) due date(s)
- Sophicly is authorized to collect the full amount due by charging any/all cards on file in smaller intervals not to exceed the total payment amount due
  - Client must notify Sophicly of any changes to its billing information at least two (2) business days prior to the payment due date
- Client represents and warrants that (1) the billing information that Client supplies to Sophicly is true, correct, and complete, (2) Client is duly authorised to use such accounts, cards, or funds for the purchase, and (3) charges incurred by Client will be honored by its credit card company, bank and other account providers

- Payments are final, non-refundable, and non-transferable. If Client does not comply with its payment obligations, Sophicly may remove Client from the Program

#### **Section 4. Acknowledgement of Sophicly's Intellectual Property Rights.**

- Client acknowledges the ownership by Sophicly of all copyright, trademark, service mark, know how, trade secrets and other intellectual property rights in the Program content. Client acknowledges that Program content is for individual use only and agrees not to copy, sell, reproduce, record, share, teach, give away, or otherwise divulge Program content without the express written consent of Sophicly. Reproduction or distribution of Program content is strictly prohibited. Client acknowledges that a breach of its agreements regarding Sophicly's intellectual property rights will cause irreparable damage to Sophicly and its goodwill, the exact amount of which will be difficult to ascertain and the remedy of monetary damages will be inadequate. Accordingly, Client agrees that in the event of a breach of its agreements regarding Sophicly's intellectual property rights, in addition to any other remedy that may be available at law or in equity, Sophicly shall be entitled to specific performance and injunctive relief.

#### **Section 5. Non-Solicitation.**

During the Program and for a period of one (1) year after separation from the Program, whether such separation results completion or termination, Client will not except with the prior written consent of Sophicly, directly or indirectly, either as an individual or as a partner or joint venture or as an employee, sales representative, principal, consultant, agent, shareholder, officer or director, for any person, firm, association, organization syndicate, company or corporation, or in any other manner whatsoever, contact, solicit, or attempt to solicit any of the persons, clients, employees, companies or institutions with whom you had dealings through the Program (1) to competing with Sophicly to provide the same or similar services which Sophicly is currently providing to any of these individuals or companies, (2) to leave the employ or engagement of Sophicly, or (3) to sell or offer for sale  
or solicit orders for the sale of any products or services

#### **Section 6. Privacy Policy and Terms of Service.**

Client agrees to Sophicly's Privacy Policy and Terms of Service found on its website at [Privacy Policy](#) and [Terms And Conditions](#). Sophicly reserves the right to make modifications to either of these policies at its sole discretion and without notifying Program participants.

## **Section 7. Right to Use Name & Likeness.**

Both parties agree to maintain the confidentiality of any trade secrets or confidential materials of the other party, and Client shall designate any such Client items as 'confidential'. Client permits, authorizes, grants and licenses Sophicly and its affiliates, successors, and assigns the right to use my photograph, likeness, voice, and or quotes or excerpts of my written or verbally expressed words, my name, and testimonial, if provided to Sophicly as a part of and during the term of this program (individually or collectively referred to as "Likeness") for publicity, marketing, and promotion of Sophicly and its programs without restriction or limitation as to geography or time. This license does not permit Sophicly to provide Client materials to direct competitors of Client or to use Client materials to directly compete with Client. Client may revoke license to use instances of Client's Likeness upon written notice to Sophicly if a given usage negatively impacts Client's business or reputation.

## **Section 8. Scope & Limitations Of Our Program**

(a) You hereby agree that you have fully consented that The 4-Steps to GCSE English Mastery is not a done-for-you or one-on-one program. The 4-Steps to GCSE English Mastery is a group coaching program and therefore you are not guaranteed individualized support from Elliot or our employees, subsidiaries, service providers and agents

(b) You agree that you are paying for an online course (the Sophicly core curriculum) and 12-weeks' access to our 4-Steps to GCSE English Mastery Program which includes group coaching through our live weekly classes, two scheduled one-on-one coaching sessions, and our clients- only Facebook group.

(c) Sophicly support team is available from 9am to 5pm EST Monday to Friday. Our support team is not available during the weekends and for United States & United Kingdom federal Holidays.

Note: Although The 4-Steps to GCSE English Mastery is a group coaching program that does not include done-for-you services or one-on-one support outside of your 2 scheduled coaching sessions, Abdullah and our team care about the success of our clients. We strive to underpromise and overdeliver in everything we do. Therefore we regularly provide opportunities for individual support and feedback during the weekly live training classes and inside of the clients-only Facebook group. Understand it's in our best interest to see you succeed with our material because more valuable than your purchase, is your positive testimony we hope to someday receive from you.

## **Section 9. Terms of Sale**

- (a) You hereby agree that all Program sales are final and payments are non refundable and non-transferrable.
- (b) You agree that you have fully consented to any payment to Sophicly and that any/all payments are valid and that you have consented to the purchase of the Program as outlined in Section 1.
- (c) You agree to waive any/all rights to charge-back, dispute, or make claims ("disputes") against any payment made to Sophicly as being fraudulent, purchased in error, services not delivered to you, product not received, or any other dispute which claims that any payment is unlawful.
- (d) You agree to not initiate any disputes or claims through your credit card company, bank, lending institution, or any other payment provider since you have fully consented to all charges outlined in Section 1 and thus you agree that you may not dispute any payments made to Sophicly for the Program.

## **Section 10. Miscellaneous.**

- (a) **Governing Law and Remedies.** Any disputes arising under this Agreement or Client's participation in the Program shall be governed by the laws of the United Kingdom without regarding its principles of conflicts of law. Any dispute arising under this Agreement or Client's participation in the Program shall be submitted to a court located in The United Kingdom, which shall have exclusive jurisdiction over the dispute and to which jurisdiction the Parties irrevocably submit.
- (b) **Class Action Waiver.** Each Party waives the right to litigate in court any claim or dispute as a class action, either as a member of a class or as a representative. Any court action hereunder shall proceed solely on an individual basis.
- (c) **No Waiver.** No waiver by either party of any default will be deemed as a waiver of any prior or subsequent default of the same or of another provision of this Agreement.
- (d) **Amendments.** This Agreement will not be modified or amended except in writing signed by both parties.

(e) Entire Agreement. This Agreement contains the entire understanding between the Parties with respect to the subject matter of this Agreement and supersedes any and all prior agreements or understanding between the parties on the subject matter hereof.

(f) Severability. The invalidity or unenforceability of any particular provision of this Agreement will not affect the validity or enforceability of the other provisions, and this Agreement will be construed in all respects as if the invalid or unenforceable provision were omitted; provided, however, that if the omitting of such provision results in a material alteration of this Agreement, the remaining provisions of this Agreement shall be adjusted equitably so that no Party benefits disproportionately.

**Client Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

# SHIPPING INFORMATION

*Note to client:* Throughout the 4 Steps to GCSE English Mastery Program we will periodically send you gifts that will enhance your experience. Please provide an up-to-date shipping address for you and up to one business partner *(if applicable)*.

**PARTNER #1:**

**Full Name:**

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**Phone Number:**

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**Street Address:**

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**City:**

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**State/Province:**

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**ZIP Code:**

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**Country:**

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**PARTNER #2:**

**Full Name:**

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**Phone Number:**

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**Street Address:**

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**City:**

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**State/Province:**

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**ZIP Code:**

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**Country:**

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