



CMO TOOLKIT TERMS AND CONDITIONS

This sets out the terms and conditions (Terms) on which we supply our *CMO Toolkit* subscription (Subscription) listed on our website www.watertight-thinking.com or www.watertight-school to you. Please read these Terms carefully. You should print a copy of these terms and conditions for your future reference.

1. WHEN DO THESE TERMS APPLY?

- 1.1 These terms and conditions apply to your Subscription of the *CMO Toolkit* and the use of the resources on our website www.watertight.school and via any platform or app. They apply to you as an individual and to the business, organisation, or practice to which you belong. By subscribing to this product, you agree to the following Terms and that these prevail over any inconsistent terms or conditions contained, or referred to, elsewhere or as implied by law, trade customer, practice or course of dealing.
- 1.2 These terms and conditions may be updated or revised at any time. If you want to keep a copy of the terms that applied when you joined, then please download, save, or print them.

2. WHAT TO EXPECT

- 2.1 We will both act professionally and respectfully during your Subscription term.
- 2.2 You will read these terms to understand what you can and cannot do.
- 2.3 We are here to give you the tools, materials, space and rhythm to your marketing thinking, planning and activities, and support you in your role through training and coaching. We are not able to create your entire marketing strategy and plan or do it for you. If you want specific advice, then you can book time with us. Details of how to do this can be found in the members area.
- 2.4 You will receive access to the Vault and Community as soon as possible after we receive payment.
- 2.5 If you subscribe at Level 1, you pay up front for the whole year and you will receive your Project Resource pack immediately.
- 2.6 If you subscribe at Level 2 or 3 and invoiced quarterly, your Project Resource packs will be released pro rata across the year on payment of the quarterly fee. We will revoke access to your last pack release if you do not pay the final quarter's fees.
- 2.7 We will process, store, and handle any data provided by you lawfully, fairly, and transparently; and only for the purpose of the Subscription: see our privacy policy <https://watertight-thinking.com/legal-information/privacy-policy/>.
- 2.8 The best way to contact us is by emailing us at hello@watertight-thinking.com or using our website contact form <https://watertight-thinking.com/contact-us/>; although you can also send us post to our registered office, or telephone/email using the details on our website: <https://watertight-thinking.com/contact-us/>.
- 2.9 If you are not satisfied with the *CMO Toolkit*, its resources, acts of other members or anyone acting on our behalf, please email us asap and before making any public comment e.g. on social media. We want to be given a chance to correct any issues and to understand your concerns - please contact us (see above).
- 2.10 Your Subscription does not include these items which you can buy separately: JourneyBrain or other Transformation Programmes; one-to-one or team coaching in addition to the coaching which is part of your *CMO Toolkit* subscription; conferences or training events; Watertight Marketing books or merchandise; consulting engagements; or other products and services we may offer from time to time.



3. JOINING THE CMO TOOLKIT COMMUNITY

3.1 Becoming a subscriber

- (a) We may accept or reject your application for Subscription at our discretion. In the unlikely event your membership is rejected, we will end your access to the Subscription Product and refund your fees, pro rata for any time you have already used the resources.
- (b) Your Subscription package sets out the items to which you have access, although these may vary from time to time.
- (c) The minimum length of Subscription at Level 1 is one year. The minimum length of Subscription for Levels 2 and 3 is three months. There is no maximum – although we cannot promise that the Subscription will remain open indefinitely. You can substitute a new member to replace any that leave during a Subscription year.
- (d) To the extent permitted by law, our liability for breach of contract relating to your Subscription package is limited to:
 - (i) for Level 1, the last 12 months' fees paid under your contract with us.
 - (ii) for Levels 2 and 3, the last three months' fees paid under your contract with us.

3.2 Subscription Fees

- (a) Your Subscription fees are agreed at the date of joining and will continue until you cancel. If you re-join at a later date your Subscription fees will be at the published prices stated on our website when you re-join.
- (b) Your fees are payable either yearly in advance (for Level 1) or quarterly in advance (for Levels 2 and 3 or other Subscription variations) to which UK VAT will be added, unless your Subscription is part of another package you have bought.
- (c) No fees will be refunded if you cancel your Subscription. However, you may substitute another person in your company to replace a member who has left your company.
- (d) If you owe us any Subscription fees or other sums, we may suspend or withdraw your access to the *CMO Toolkit* or any other services.
- (e) Your Subscription will be automatically renewed unless you cancel before the date of renewal.
- (f) Colleagues within the same organisation can purchase the *CMO Toolkit* at the same level as your subscription for 50% of the published price. Email us at hello@watertight-thinking.com for more details.
- (g) Any group discounts we may offer depend on the continued Subscription of one member at the full price.
- (h) Prices are liable to change at any time, but we will give you at least one month's notice of any changes to prices. Changes in price will not affect orders in respect of which we have already confirmed.
- (i) If you want to dispute a payment, please contact us (see clause 2) explaining your concerns.

4. WHAT YOU CAN DO WITH THE CMO TOOLKIT RESOURCES

4.1 We own all the rights (including copyright) in our website and the *CMO Toolkit* resources, however accessed or made available.

4.2 As a Subscriber you have access to a wide range of our resources which can be accessed by a web browser from our website, or other platforms and technologies. You will get the most from your Subscription if you use the resources. Except as set out in clause 5, you **may**:

- (a) view, print, download, save, and store documents and pdf files to which you have access via your Subscription for your own use, provided that these materials are destroyed once your Subscription ceases.
- (b) attend live online sessions via relevant platforms or stream (but not download or screen record) pre-recorded audio and video files;
- (c) use the materials within the organisation where you are employed that has a current subscription with us;



- (d) run and facilitate internal workshops using our materials from the Project Resource packs to which you have access;
- (e) print out the posters for use around the office of the same organisation or use as a visual tool, or draw your own versions on a white board to help you facilitate a workshop with employees from that same organisation;
- (f) add your logo, licenced photographs and your own examples to workshop slides contained with the Project Resource packs;
- (g) use the template reports provided for use in the Project Resource packs within the business with the subscription, keeping our logo, information and copyright statements;
- (h) share links from our publicly available (non-Subscription) websites to any person.

Whilst we use every care, we do not promise that the Subscription resources are accurate, complete and are (or will be maintained as) up to date. We may remove *CMO Toolkit* resources from time to time.

5. WHAT YOU CANNOT DO WITH THE CMO TOOLKIT RESOURCES

- 5.1 All intellectual property is owned by Watertight Marketing Ltd and the *CMO Toolkit* is operated by Watertight Business Thinking Ltd. Nothing in these Terms or otherwise shall operate to transfer the ownership of the Intellectual Property Rights in the materials to you or to any other person.
- 5.2 As a Subscriber we want you to use the *CMO Toolkit* resources to boost your marketing activities. However, you **may not**:
- (a) use or exploit our resources to make money from our materials for example in engaging or advising your own clients, or in your own consulting business, unless we licence you to do so;
 - (b) use with people outside of the organisation that has a current Subscription with us;
 - (c) share your log-in with colleagues so they can access the *CMO Toolkit* or allow them to access the website, live sessions or the Community resources – your Subscription is personal to you and creates no rights for third parties. Colleagues can access the *CMO Toolkit* via their own subscription. See clause 3.2 for details.
 - (d) act as a mentor, coach or otherwise use these materials with people outside of the subscribing organisation;
 - (e) convert documents to new formats, edit or otherwise modify any of our resources or materials;
 - (f) create derivative works from any of our resources or materials;
 - (g) pass off any materials or content within the Subscription Product as your own work;
 - (h) show our resources in public e.g. at talks or virtual sessions, distribute them or add them to your own website (even with attribution);
 - (i) screen record or download any video and audio content; grant sub-licences, in whole or in part, of any of the rights granted under this agreement, or sub-contract any aspects of exploitation of the rights licensed to it;
 - (j) use these resources other than in the business to which these Terms apply. To use any of our materials and resources for another business, you must purchase another Subscription, agree new Terms and a different Subscription for that business;
 - (k) try and get around any restrictions we impose on access to our resources based on your Subscription package;
 - (l) undermine the rights of others, or the integrity of the website or the Community resources;
 - (m) collect data relating to Subscribers;
 - (n) use our diagrams, concepts, tools, exercises and any other materials contained with the *CMO Toolkit* without ensuring the © Watertight Marketing Ltd always on view.



If there is any use you are making of your Subscription and the Content that is not covered by these Terms please contact us at hello@watertight-thinking.com. We are open to creative uses of our material.

6. COACHING

- 6.1 You are entitled to coaching sessions as part of your Subscription. The amount of coaching depends on the level at which you subscribe and the number of packs that are included. Any coaching provided as part of your Subscription will be provided via the Live Room in the Community or Zoom.
- 6.2 The date and time of all online sessions will be confirmed separately but are subject to change. We will provide you with as much notice of any change as is possible but we shall not be liable to you in any way for any change to such dates or times.
- 6.3 Links to book or join coaching sessions will be available within your Project Resource packs.
- 6.4 If you need to cancel a session we shall not be obliged to reschedule the session although we may do so. We shall not be obliged to refund you any amounts paid in relation to such session.
- 6.5 If you arrive late for an online session, we will be unable to extend the end time and the session will end at the scheduled time. We will not be obliged to refund you any amounts paid in relation to such session.
- 6.6 We will not record coaching sessions which form part of the *CMO Toolkit*.
- 6.6 You will be responsible for taking your own notes during any coaching sessions.

7. THE CMO COMMUNITY RULES

- 7.1 Sharing content
 - (a) You should treat content shared by anyone (you, us, or other subscribers) as confidential. Please do not disclose it to others.
 - (b) Subscribers and other selected clients will be able to see and hear what you share within the Community and, whilst we ask all customers to treat information as confidential, you should consider carefully what you want and ought to share in the Community groups, events, and forum.
 - (c) Your content and the way you interact with other members should be respectful, your content must be your own, and you must meet the rules of any relevant platforms.
 - (d) Please do not post anything illegal, inaccurate, abusive, or offensive. We may delete any content which we consider does not meet our values: <https://watertight-thinking.com/why-watertight-marketing/our-values>. Please contact us (see clause 2) to report any unlawful material or activity which breaks these rules.
 - (e) Any content that you provide to us, for example comments or uploads in the learning platform or Community as well as videos of your participation in our live sessions will be visible to other subscribers. We will not distribute it elsewhere without your prior permission.
 - (f) Our website uses cookies: see our cookie policy <https://watertight-thinking.com/legal-information/cookies-policy/>.
 - (g) Our logos and our other intellectual property, such as trademarks, belong to us. You may not use them.
 - (h) You do not have any permission relating to any intellectual property belonging to third parties which is on our website or through any other platform or app. We have no responsibility for third party websites and content that are hyperlinked from our website or in the Subscription Product resources.
- 7.2 Using other platforms or technologies
 - (a) We will use third party platforms and technologies to engage with members and you can choose to accept any invitations and use those platforms and technologies as set out in these terms, and those of the relevant platforms.



- (b) We may remove you from any platform if you break our terms, the group rules, or the platform's rules. Once your Subscription ends, we will remove you from any other platform and you will not be able to access the content from any app.
- (c) We can close any current platform and/or move Community access to another platform at any time.

7.3 Ending your Subscription

- (a) If you are in breach of these terms, we may send you a warning, temporarily suspend or cancel your account including access to the Subscription, and/or bring legal proceedings. We may also delete, unpublish or edit any or all your content.
- (b) We may edit your account details and/or cancel your account at any time. If we cancel when you are not in breach, then we will give you reasonable notice and refund fees paid for services after the date of our cancellation.
- (c) You may cancel your Subscription at any time in a few simple steps through your account. Access will remain until the end of your paid Subscription period.
- (d) Once the Subscription ends you may not continue to use the materials unless you renew your Subscription.
- (e) Once the Subscription ends you shall destroy all materials you have downloaded and used, including report templates, report samples, workshop slides, workshop handouts and worksheets, guides and any other documents in whatever form provided by us within the Project Resource packs. You shall provide written confirmation that you have destroyed these materials and will no longer use them. Any reports or slide decks you have created using our material for the business which bought the Toolkit will remain the property of that business as long as © Watertight Marketing Ltd remains to protect designs, frameworks and concepts.
- (f) You will still retain access to any of our free products on your Webschool account.

8. OUR OBLIGATIONS & LIABILITY

- 8.1 We warrant to you that the materials purchased from us are of satisfactory quality and reasonably fit for the purpose for which the Planning Packs are supplied.
- 8.2 The materials we deliver as part of the Subscription do not in any way constitute advice or recommendations. We shall not be liable for any reliance placed by you on the materials within the Subscription Product.
- 8.3 Other than as set out in paragraph 8.1 above, all warranties and representations are excluded to the fullest extent permitted by law.
- 8.4 If, for any reason, we are liable for any damages, our total liability shall be limited to the amount of the minimum Subscription period as set out in 3.1.
- 8.5 By Subscribing, you agree that in no circumstance shall we be liable for any indirect, incidental, special or consequential damages, including, but not limited to:
 - (a) loss of income or revenue
 - (b) loss of business
 - (c) loss of profits or contracts
 - (d) loss of anticipated savings
 - (e) loss of data, or
 - (f) waste of management or office time
 - (g) however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable arising out of or in any way connected with the use of a Planning Pack, under any law or on any basis whatsoever whether contractual or otherwise.



9. **LEGAL INFORMATION**

- 9.1 These terms and conditions are governed by and construed under English law. The English courts will be able to hear any disputes relating to them and enforce any awards or decisions.
- 9.2 All intellectual property is owned by Watertight Marketing Ltd and the *CMO Toolkit* is operated by **Watertight Business Thinking Ltd**.
- 9.3 We reserve the right to transfer ownership of the *CMO Toolkit* to any other company.
- 9.4 We are registered in England and Wales under registration number **13579036**, and our registered office is at **Unit 14 Bath Road, Wick, Bristol, Gloucestershire, United Kingdom, BS30 5RL**. Our VAT number is **391591667**.