

Terms of Service

Customer Membership, Community Hosting, Confidentiality, Non-Disclosure, Non-Solicitation, Non-Circumvention and Intellectual Property Terms

Effective date: 10 August 2026

Key Contract Terms

- **Recurring Membership.** Membership renews at the total price and frequency shown at Checkout until cancelled.
- **England and Wales.** These Terms are governed by the law of England and Wales and, to the fullest extent legally permitted, the courts of England and Wales have exclusive jurisdiction. Making the Service available internationally does not by itself mean that Focus Ladder Ltd voluntarily submits to another forum. A mandatory consumer-law or consumer-jurisdiction rule that cannot lawfully be excluded continues only to the extent it applies.
- **Immediate start and cancellation.** If the Member wants the Service to start during an applicable cancellation or cooling-off period, they must make the separate positive start-choice selection in Schedule 3. For UK consumers this period is normally 14 days; any longer non-waivable period that applies remains unaffected. Accepting the Terms alone is not the start request.
- **Focus Ladder® rights.** Focus Ladder® Materials, Confidential Information, Protected Know-How, Member relationships and assigned material must not be copied, recorded, scraped, reverse engineered, renamed, re-timed, re-skinned, disclosed, commercialised or reconstructed without prior written consent. Public visibility, free access, indexing or earlier third-party hosting does not transfer ownership or grant a licence.
- **Schedule 4 ownership effect.** Schedule 4 is a significant ownership term. It assigns the described rights in material deliberately submitted through Member creation, publishing or Community Session hosting tools. It is accepted through the required Checkout control and applies automatically if those tools are later used.
- **Service boundary.** Focus Ladder® is a productivity and accountability Service, not medical treatment, therapy, emergency support, regulated professional advice or a medical device.

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1. Purpose, Contract, Supplier and Interpretation

1.1 Purpose. These Terms govern an individual consumer's purchase and use of a Focus Ladder® Membership, Top-Up, trial, Beta Service, Session, Focus Ladder® Space or Community Host feature and protect the Service, the Company, the Founder, Members,

relationships, Confidential Information, Proprietary Assets and Intellectual Property Rights. A purchase made mainly for an organisation, employer, client or business requires separate business terms unless the Company agrees otherwise in writing.

1.2 The supplier is Focus Ladder Ltd, company number 17382413, incorporated and registered in England and Wales, with registered office at 66 Paul Street, London, EC2A 4NA, United Kingdom (the “Company”, “Focus Ladder®”, “we”, “us” or “our”). The Company offers the consumer Service internationally in accordance with clause 3.6. Support and cancellation email: support@focusladder.io.

1.3 A Contract is formed when Checkout confirms payment or activation after the Customer has had a reasonable opportunity to read and affirmatively accept these Terms. Checkout must prevent completion unless the required Terms acceptance control has been actively selected. Where paid access begins during an applicable statutory or contractual cancellation or cooling-off period, the Customer must also make the concise positive start-now request described in Schedule 3. That request may be collected on the same Checkout screen and does not require a second acceptance of these Terms.

1.4 The Contract consists of these Terms, including all Schedules; the tier, total price, transaction currency, billing frequency, access rights and entitlement shown at Checkout; the durable order confirmation; and any specific written variation signed or affirmatively accepted by both parties. Schedule 4 is a material ownership term accepted through the mandatory Checkout acceptance and applies automatically if the Member later deliberately submits material through a Member creation, publishing or hosting tool. No second Host agreement or second acceptance is ordinarily required for Community Hosting governed by these Terms.

1.5 A specific term expressly agreed at Checkout prevails over an inconsistent generic description. Nothing excludes fraud, fraudulent misrepresentation, binding pre-contract information or any mandatory consumer right.

1.6 We may retain proportionate evidence of contract formation, performance, safety and enforcement, including the Terms, Privacy Notice and Cookie Notice versions displayed; the exact Checkout acceptance wording; the Customer or account identifier; the full billing or contact address and country supplied; the acceptance timestamp; the tier, total price, transaction currency, Activation Date and renewal details; the Terms checkbox event; any positive start-now request; any Member-hosting feature-activation record; an Official Facilitator Appointment and Undertaking; conduct reports and decision records; and, where reasonably necessary for security or evidence, related IP address or device metadata.

1.7 “Including” means including without limitation; “writing” includes email or another durable electronic record; a reference to legislation includes amendments and replacements; headings aid navigation; and an obligation not to do something includes not permitting, directing, encouraging, facilitating, procuring or assisting another person, entity, account, bot or AI system to do it.

1.8 Use of a work email, device or expense account does not by itself bind an employer or client. The purchasing individual remains personally bound unless the Company enters separate organisational terms with an authorised representative.

1.9 These Terms are intended to operate consistently with, and without limiting rights under, the Consumer Rights Act 2015; Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013; Electronic Commerce (EC Directive) Regulations 2002; Digital

Markets, Competition and Consumers Act 2024; Unfair Contract Terms Act 1977 where applicable; Companies Act 2006; Copyright, Designs and Patents Act 1988; Trade Marks Act 1994; Registered Designs Act 1949; Copyright and Rights in Databases Regulations 1997; Trade Secrets (Enforcement, etc.) Regulations 2018; UK GDPR and Data Protection Act 2018 as amended; Data (Use and Access) Act 2025; Equality Act 2010; Online Safety Act 2023 where applicable; Protection from Harassment Act 1997; Defamation Act 2013; Computer Misuse Act 1990; Contracts (Rights of Third Parties) Act 1999; Limitation Act 1980; and applicable common-law and equitable rights, including copyright and database infringement, passing off, breach of confidence, misuse of private information, malicious falsehood, defamation, inducing breach of contract, unlawful interference, unlawful-means conspiracy, dishonest assistance, procurement of breach, equitable restraint and springboard relief, in each case only where its legal elements are established. This list is explanatory and non-exhaustive; applicable law prevails.

1.10 The Contract is between the Member and Focus Ladder Ltd. No director, shareholder, employee, contractor, Official Facilitator, Community Host or representative, including Tasleema Kola, becomes a personal party or guarantor merely by creating, hosting, facilitating, communicating or acting for the Company. This does not exclude personal liability that the law independently imposes for a person's own fraud, tort, crime or other non-excludable act.

1.11 References to legal rights and remedies do not create a statutory or tortious cause of action where the law does not otherwise provide one. They preserve and explain the rights on which the Company may rely.

2. Definitions

2.1 Activation Date means the date paid access and Service delivery begin, stated in the durable confirmation.

2.2 Beta means the developing pre-Platform or early-Platform stage of the Service, including tests, prototypes and changing providers, timetables, formats, products and features.

2.3 Checkout means the payment page or purchase flow identified by the Company, currently normally provided through Stripe or another Payment Processor.

2.4 Competing Service means a commercial, monetised, sponsored or commercially supported service, product, platform, programme, session, community or offering materially concerned with live or asynchronous focus, coworking, body doubling, structured deep work, productivity coaching, accountability or facilitated task execution, including a human-led or AI-driven accountability agent, focus app, facilitator-training product or corporate productivity package.

2.5 Confidential Information means every item of non-public business, commercial, financial, legal, strategic, technical, operational, creative, Customer, community, product, service, Platform, Methodology, framework, system, process, marketing, pricing, launch, funding, growth, supplier, contractor, Member, prospect, naming, positioning or personal information disclosed, observed, inferred or accessed through Focus Ladder®, the Founder or the Company in any form, whether orally, visually, electronically, in writing, by demonstration, through a Session, by message, through conduct or otherwise. It includes business plans; marketing and launch plans; pricing; growth plans; products and services; Platform and feature concepts; the Methodology; Session observations; Community and Member Information; Feedback; and candidate, selected, rejected or unused business, product, programme, tier, feature and

Session names or naming concepts where those matters were disclosed to the Member, requested from the Member, suggested by the Member or discussed in connection with Focus Ladder®. It also includes taglines, slogans, positioning, research, analyses, notes, drafts, working papers, source files, metadata, Protected Know-How, proprietary knowledge and trade secrets. Information is not excluded merely because it is not marked confidential.

2.6 Feedback means any suggestion, feature request, workflow idea, Beta observation, test result, naming or brand suggestion, proposed business, product, programme, tier, feature or Session name, tagline, slogan, positioning concept, improvement proposal or other response specifically about Focus Ladder®, excluding a complaint, a protected disclosure and unrelated personal work.

2.7 Focus Ladder® IP means all Intellectual Property Rights, Confidential Information, Proprietary Assets, brand, data, contractual and commercial rights legally created, owned, commissioned, assigned, exclusively licensed or otherwise controlled by the Company or transferred to it by the Founder in connection with Focus Ladder®.

2.8 Founder means Tasleema Kola, the creator and founder of Focus Ladder® and a director of the Company.

2.9 Focus Ladder® Materials means all protected, proprietary or non-public Session, brand, naming, verbal, written, visual, audiovisual, technical, commercial, training and product assets, whether accepted, rejected, completed, incomplete, delivered, undelivered, used or unused. They include products, services, features, functionality, Methodology, frameworks, systems, processes, Session concepts, formats, structures, sequences, timings, time increments, check-in architecture, spoken and verbal statements, coaching wording, questions, interventions, transitions, breaks, reflections, celebrations, scripts, prompts, agendas, titles, descriptions, tier and programme names, templates, worksheets, facilitator guidance, training, diagrams, graphics, recordings, visual identity, trade dress, get-up, typography, icons, colour combinations and brand architecture. They also include potential, selected, rejected or unused business, product, Platform, feature, programme, tier and Session names, naming systems, naming concepts, taglines, slogans and positioning where developed for Focus Ladder®, disclosed to a Member, requested from a Member, suggested by a Member or discussed through the Service; tone of voice; domain, company-name, app-store, podcast-name and social-handle research; research notes; analyses; observations; reports; software; code; screens; interfaces; data structures; specifications; prototypes; databases; source files; working files; metadata; revisions; improvements; adaptations; derivatives; compilations and commercial applications.

2.10 Focus Ladder® Spaces means Sessions, restricted community groups, booking areas, Beta tests, Member calls, chats, forums and direct Beta communications through email, WhatsApp, Signal, Skool or similar messaging or community services; Zoom, Google Meet, Jitsi Meet, Whereby or similar video services; and any other restricted environment operated for Focus Ladder®.

2.11 Focus Ladder® Timer Experience means the original visual, interactive and technical timer experience, including screens, layout, hierarchy, ladder or step progression, agenda, timeline, states, transitions, celebration sequences, interaction flows, feature combinations, code, data structures and implementation.

2.12 Member Personal Content means a Member's separate pre-existing or independently created personal, professional or task-related content that is not created for or deliberately submitted as part of the design, configuration or delivery package of an official Focus Ladder® Session or a Community Session, is not part of a Submitted Community Session Package, and does not reproduce, adapt, extract, incorporate or derive from Focus Ladder® IP or Confidential Information. A Member's ordinary personal tasks, goals, notes or work do not become Company property merely because they are worked on or mentioned during a Session.

2.13 Community Session means an optional peer-led event created, submitted, scheduled, published, promoted, facilitated or hosted by a Member through an enabled Member-hosting feature.

2.14 Community Host means a Member who chooses to create, submit, publish, promote, facilitate or host a Community Session through an enabled peer feature. There is no obligation to become or remain a Community Host, no minimum hosting commitment and no authority to bind the Company. A Community Host is not appointed as an employee, worker, agent, partner, franchisee or Official Facilitator merely by using the feature. Any credit, discount, revenue share, payment or other incentive exists only if and to the extent expressly introduced in the then-current Terms or Checkout, and the actual arrangements and mandatory law determine legal status.

2.15 Methodology means the original selection, configuration, expression, sequence, interaction and application of Focus Ladder® products, features, formats, structures and systems, including ladder progression, changing time increments, spoken accountability architecture, verbal statements, coaching questions, check-ins, transitions, interventions, continuity, adaptation, recovery, follow-up, facilitator decision rules, visual progression and implementation logic.

2.16 Official Facilitator means a person separately appointed, authorised or contracted by the Company to facilitate an official Focus Ladder® Session. An appropriately suitable Member may be temporarily appointed or authorised as an Official Facilitator to maintain continuity during the Founder's annual leave, training or professional-development commitments, illness, incapacity, bereavement, personal, family or medical emergency, or another absence. As a condition of appointment or authorisation, that person must comply with the confidentiality, safety, data-protection and delivery requirements applicable to the role, together with any additional role-specific instructions the Company gives. The Company may tailor any briefing, access limitation or written instruction to the circumstances, role and urgency. A Community Host is not an Official Facilitator merely by using a Member-hosting feature.

2.17 Platform means any website, timer, app, portal, software environment, interface, API, automation or technical service used to develop, administer or deliver Focus Ladder®.

2.18 Protected Persons means the Company, the Founder, its directors, shareholders, officers, employees, workers, contractors, advisers, Official Facilitators, Community Hosts, Members and authorised representatives.

2.19 Protected Know-How means non-public commercially valuable know-how, decision rules, intervention logic, implementation detail, experiments, learnings, patterns, compilations, analytics, records and tacit expertise protected by section 12.

2.20 Protected Session Compilation means, to the extent original and legally protectable, one or more coordinated literary, artistic, audiovisual, database, software or other works expressed through the selection, arrangement and delivery of a Session or Session listing, including its name, title, description, format, structure, sequence, agenda, branded timing expression, time increments, progressive durations, check-in points, spoken or verbal statements, questions, scripts, prompts, interventions, transitions, pauses, reflections, movement, celebration points, ending, visual timeline, graphics, recording, interaction and delivery by the Founder, an Official Facilitator or an authorised Community Host.

2.21 Ramp-Up Sequence means the original selection, progression and arrangement of changing focus durations, accountability checkpoints, transitions, pauses, visual progression, adaptation rules, facilitator interventions, continuity and related code or implementation used within Focus Ladder® Sessions or the Timer Experience.

2.22 Session means an eligible live group event made available for the Member's tier through a published timetable, direct booking link, individual invitation, launch message or booking confirmation, whether administered manually or through the Platform. A general chat, community post or unconfirmed proposed event is not a Session unless the Company identifies it as one.

2.23 Submitted Community Session Package means every item of material, expression, content, concept, configuration, Work Product and associated goodwill that a Community Host deliberately creates for, suggests for, submits, uploads, enters, configures, performs, publishes, presents, promotes, develops, refines or uses for or through a Community Session, whether created before or after accepting these Terms. It includes accepted, rejected, unused, incomplete and final names, titles, taglines, slogans, descriptions, concepts, features, functionality, Methodology, frameworks, formats, structures, sequences, agendas, timings, time increments, check-ins, spoken or verbal statements, questions, scripts, prompts, facilitation wording, notes, working papers, research, analyses, observations, recommendations, templates, graphics, audio, video, recordings, improvements, adaptations, derivatives, combinations and associated domains, handles and goodwill. It excludes only the Community Host's general skill and experience not fixed in, incorporated into or derived from that package.

2.24 Intellectual Property Rights means copyright, database rights, registered and unregistered design rights, trade marks, trade names, service marks, trade dress, rights in get-up, goodwill, passing-off rights, domain-name rights, social-handle rights, podcast-name rights, app-name rights, confidential-information rights, trade secrets, know-how, inventions, patent rights, performers' rights, moral rights and every analogous or equivalent right worldwide, whether registered, unregistered, vested, contingent, applied for or capable of registration.

2.25 Proprietary Assets means the Company's and Founder's products, services, Methodology, frameworks, systems, processes, features, functionality, Platform concepts, Session structures, formats and compilations, community-building systems, Customer and Member insights, acquisition and retention strategies, Feedback, business and growth plans, brand and naming concepts, future-product concepts, commercial strategies and every derivative, improvement, adaptation, compilation and commercial application of them.

2.26 Community and Member Information means Member and prospective-Member identities, contact details, profiles, communications, Feedback, participation, attendance, behaviour, preferences, tasks, goals, insights, relationships, support history, complaints, moderation, transaction and Service-use information, whether relating to an individual or compiled, aggregated or inferred from the community, subject always to applicable data-protection law.

2.27 Permitted Purpose means receiving and using the Service for the Member's own personal productivity and, where expressly enabled, performing an authorised Community Host function strictly within the Company's rules. It does not include creating, supporting, training, advising on, promoting or operating a Competing Service; exploiting Focus Ladder® IP; or using Community and Member Information outside the Service.

2.28 Customer means the individual considering or completing a purchase before a Contract is formed. After formation, that individual is a Member.

2.29 Member means an individual consumer who enters a Contract with the Company or is otherwise granted authorised access to the Service. References to a Member include a former Member where an obligation survives.

2.30 Membership means the personal, recurring or fixed-period right to receive the tier entitlements selected at Checkout, subject to the Contract.

2.31 Membership Period means the billing and entitlement period stated at Checkout and in the durable confirmation. Unless Checkout expressly states another period, it is monthly and is calculated by Europe/London local civil time.

2.32 Payment Processor means Stripe or another provider selected by the Company to process payment, subscription, invoice, refund, dispute or related transaction records.

2.33 Service means the Focus Ladder® Membership, Sessions, Focus Ladder® Spaces, Platform, community, Member-hosting features, support, content and related functionality supplied or administered by the Company.

2.34 Top-Up means a separate purchase of one or more additional Session credits on the price, expiry, tier and capacity terms shown before purchase.

2.35 Grave Misconduct means conduct for which the Company has reliable evidence or reasonable grounds to believe that a person personally committed, directed, materially assisted, financed, incited or knowingly facilitated genocide, a crime against humanity, a war crime, apartheid, persecution, unlawful forcible transfer, torture, hostage-taking, deliberate serious violence against civilians, a serious human-rights abuse, or materially equivalent conduct; or is subject to sanctions applicable to the Company in connection with such conduct. It does not include nationality, citizenship, ethnicity, race, religion or belief, residence, family relationship, lawful political opinion, passive association or another protected characteristic alone.

2.36 Hateful or Discriminatory Conduct means conduct directed at, concerning or materially affecting a person or group that expresses, promotes, incites, excuses or materially facilitates hatred, hostility, dehumanisation, exclusion, harassment, intimidation, humiliation, slurs, harmful stereotyping or targeted mistreatment because of an actual or perceived characteristic or association. Relevant characteristics include, without limitation, age; disability; gender reassignment or gender identity; marriage or civil partnership; pregnancy or maternity; race, colour, caste, nationality, ethnic or national origin; religion or belief; sex; sexual orientation;

association with a person or group having such a characteristic; and another status protected by applicable law. Racism and Islamophobia are expressly included. Their express inclusion does not give lower protection to antisemitism, ableism, misogyny or any other comparable form of hateful or discriminatory conduct. Good-faith criticism or discussion of ideas, beliefs, institutions, governments, public policy or conduct is not prohibited merely because it is robust or unpopular, provided it is not used as a pretext for targeted hatred, harassment or discriminatory mistreatment.

2.37 Community Values means the conduct, privacy, safety, anti-harassment, anti-exploitation and participant-protection standards objectively stated in section 10.

2.38 Working Day means a day other than Saturday, Sunday or a public holiday in England.

3. Eligibility, Identity and Access

3.1 A Member must be at least 18, legally capable of contracting and provide accurate current information. At Checkout the Member must positively confirm that they are aged 18 or over and provide their name, email address, full billing or contact address, including country. The Member must keep their account contact details current and may be asked to provide their date of birth. We may request proportionate evidence of age, identity, address or country where a concern reasonably arises and may suspend activation or access while a proportionate verification check is completed.

3.2 Membership is personal and must not be sold, transferred, sublicensed or shared. Meeting links, credentials, booking links, community invitations and restricted files must not be shared.

3.3 A Member is responsible for protecting accounts and credentials and for activity through them, except to the extent caused by our failure to use reasonable care. Suspected unauthorised access must be reported promptly.

3.4 Impersonation and false claims of affiliation, authority, qualification, experience, ownership, endorsement or official-host status are prohibited.

3.5 The Member is responsible for a suitable device, connection and environment and for their own connectivity and device costs.

3.6 International Availability. Focus Ladder Ltd is established in England and Wales and offers the Service to eligible adult consumers internationally where Checkout accepts the Customer's country and payment method. The Customer must provide their true country of ordinary residence and full billing or contact address. The Company may restrict, pause or refuse new activation for a country or transaction where reasonably necessary for sanctions, export controls, tax, payment, fraud, privacy, insurance, safeguarding, provider availability, enforcement or another objective legal or operational reason. A restriction must not be based merely on nationality, citizenship, race, ethnicity, religion or another protected characteristic. If payment is accepted in error but the Company cannot lawfully or reasonably activate the Service, it will return the amount paid. Unless mandatory law requires otherwise, a later country-control change applies prospectively and will not remove an existing paid entitlement without the fair remedy required by the Contract and applicable law.

4. Service, Founding Beta and Evolution

4.1 Focus Ladder® provides live small-group productivity coaching, structured deep-work Sessions, body doubling and personalised accountability check-ins. It is group-based and does not include therapy, medical treatment, emergency support, legal or financial advice, private one-to-one coaching or unlimited messaging unless Checkout expressly states otherwise.

4.2 An ordinary Session is approximately two hours unless the timetable states otherwise. Planned group size and format may differ by product, safety, accessibility, testing or quality needs.

4.3 The Service is supplied in Beta. Products, tier names, Session formats, timetables, capacity, Official Facilitators, community spaces, booking and video providers, policies, interfaces and features may be tested, added, removed, combined or changed.

4.4 A roadmap, prototype, preview, estimate or proposed launch date is not a contractual promise unless Checkout expressly identifies it as an included paid entitlement.

4.5 We may use or replace suitable providers for reliability, cost, accessibility, law, security or product development. Relevant providers are identified in joining instructions or the Privacy Notice where appropriate.

4.6 Beta wording is not a blank cheque. A material adverse change to a future renewal will be notified in reasonable time with a genuine opportunity to cancel. If an urgent change materially removes an already-paid core entitlement, we will provide a reasonable alternative, credit, extension or proportionate refund as appropriate.

4.7 Founder-led wording does not promise perpetual Founder-only delivery beyond an express paid entitlement. An Official Facilitator who is appointed, authorised or contracted by the Company and is subject to the confidentiality, safety, data-protection and delivery requirements applicable to the role may lead a Session, including as temporary cover in the circumstances described in clause 2.16. The Company may provide role-specific briefing, access limits, instructions or training appropriate to the circumstances and role.

5. Tiers, Entitlements, Top-Ups and Supported Places

5.1 Every active tier includes access to the eligible published timetable for that tier, the ability to request or make bookings subject to capacity, booking confirmations and Session joining links, and access to the temporary paid Beta community or its replacement while the Member remains eligible. The tier, total recurring price, included Session entitlement, billing frequency, access rights and material limits are shown at Checkout and summarised in Schedule 1. Checkout and the durable confirmation control if they differ from a generic description.

5.2 Included Session credits reset at the start of each Membership Period and do not roll over because live capacity is reserved. All Customer-facing credit entitlements, use counts, reset dates, expiry dates and Membership Period boundaries are determined by Europe/London local civil time, including the automatic change between Greenwich Mean Time and British Summer Time. Systems may store technical timestamps in Coordinated Universal Time for security or audit purposes, but must not use a raw UTC calendar boundary to reduce or extend a

Member's contractual entitlement. Top-Ups may be purchased by every active tier at the current price shown before purchase. A Top-Up adds one or more additional eligible Session credits after the Member has used the included Session entitlement for that Membership Period, subject to capacity and booking rules. A Top-Up expires when stated at Checkout and otherwise at the end of the Membership Period in which it is purchased.

5.3 UNSTOPPABLE includes 60 eligible Session credits in each Membership Period, subject to the published timetable and capacity. After those 60 included credits have been used, an UNSTOPPABLE Member may purchase £10 Top-Ups for additional eligible Sessions where offered, on the same basis as other active tiers. The 60 figure is the included monthly entitlement, not an absolute maximum on total Sessions that may be booked using valid Top-Ups. It is not a promise that 60 Sessions, or any additional Top-Up Sessions, will be scheduled, available at every preferred time or suitable for every time zone.

5.4 A scholarship, bursary or complimentary place is discretionary, personal, time-limited and non-transferable and remains subject to conduct, privacy, confidentiality and IP obligations.

5.5 Founding or Original Community Member wording confers recognition and only the pricing or benefits expressly stated. It does not confer equity, voting rights, ownership, control, employment, partnership or a veto over business decisions.

5.6 Community Host incentives are not promised unless expressly stated in the then-current Terms or at Checkout. The Company may later introduce, change or withdraw prospective credits, discounts, referral rewards, revenue shares, payments or other benefits after assessing cost, tax, employment-status, National Minimum Wage and operational implications. An update does not remove an entitlement already accrued under the wording applicable when it was earned.

5.7 The Company may migrate the temporary paid Beta community from Signal, WhatsApp or another provider to the Platform, Skool or another hosted community service. A provider's separate terms may apply to its account and technical service, but no migration transfers ownership of the Company, the Focus Ladder® business, Focus Ladder® IP, the Company's Member relationships or the Company's Customer database to that provider. Members may need to create a provider account but are not required to buy a separate provider subscription unless that is clearly disclosed before the migration.

5.8 Temporary Beta Administration. Before an integrated booking or account system is live, the Company may activate Membership, issue direct booking links and administer entitlements, bookings, capacity and credits through a manual ledger supported by Checkout and payment records. The Company may create or reconcile the Member's opening balance on the next Working Day or as soon as reasonably practicable, backdated to the Activation Date, and then migrate that balance and any actual use into the Platform. A temporary dashboard or system delay does not reduce a paid entitlement. The Company may correct an obvious administrative error but will not count a credit as used except for an actual booking, attendance, late cancellation or no-show governed by section 8.

6. Price, Payment, Renewal and Taxes

6.1 The price displayed at Checkout is the total price payable for the selected billing period, inclusive of VAT and any other mandatory tax, fee or charge where chargeable. If a part of the total cannot reasonably be calculated in advance, Checkout will explain clearly how it is

calculated with no less prominence than the calculable price. Checkout may require the Member's full billing or contact address, including country, for payment, tax, fraud prevention, account administration, contractual notices and legal-claim purposes. Membership renews automatically until cancelled.

6.2 The Member authorises the Payment Processor to charge the selected method on each renewal date. Payment credentials are processed by the Payment Processor; we do not normally receive the full card number or security code.

6.3 If payment fails, we may retry, request another method, restrict booking or suspend access after reasonable notice. This does not waive amounts lawfully due.

6.4 The Company may change the price for any future renewal at its commercial discretion. A change does not alter the price already paid for the current Membership Period. Before charging the new price, the Company will tell the Member the new price and effective renewal date and give the Member a genuine opportunity to cancel before that charge. No fixed minimum notice period is promised unless Checkout, a protected Founding Rate or mandatory law states one.

6.5 The Member must not initiate a knowingly false, dishonest or abusive chargeback, payment dispute or fraud report. Genuine disputes and statutory rights remain unaffected. Where a chargeback is finally determined, admitted or evidenced to have been dishonest or brought in material breach of these Terms, the Company may suspend access and recover the unpaid contractual amount, the actual non-refundable Payment Processor dispute fee and reasonable direct evidence or recovery costs, to the extent fair, proportionate, evidenced and legally recoverable. No fixed penalty applies.

6.6 International Pricing and Currency. Checkout states the transaction currency and the total amount charged by the Company for the selected period, including tax the Company is required to collect where chargeable. A Customer's bank, card issuer or payment provider may apply a separate currency-conversion or cross-border charge under its own terms; that third-party charge is not imposed or received by the Company. The Company may use the Customer's billing address, ordinary-residence country and payment information to calculate tax and meet legal obligations.

7. Immediate Start, Cancellation and Refunds

7.1 A consumer has any cancellation or cooling-off right that mandatory law gives them. A UK consumer normally has a 14-day cancellation period beginning when the Service contract is made. A non-UK consumer has the mandatory cancellation or cooling-off period, if any, applicable to that Customer; these Terms do not create an additional voluntary period unless Checkout or the durable order confirmation expressly states one. A longer or more favourable non-waivable local right prevails.

7.2 Where access begins during an applicable statutory or contractual cancellation or cooling-off period, the Customer must make the positive start-now request in Schedule 3. The request may use concise Customer-facing wording and may appear on the same Checkout screen as the Terms checkbox, but it must be an active, unambiguous action and must not be preselected or inferred from silence.

7.3 If the consumer cancels during the cancellation period after Service began at their express request, we may charge only the reasonable proportion permitted by law for Service actually supplied up to cancellation. The cancellation right is lost only where the Service has been fully performed after all legal requirements are met.

7.4 Future renewal may be cancelled through the Customer portal where available or by emailing support. Cancellation normally takes effect at the end of the current paid Membership Period unless a statutory cancellation or other mandatory remedy applies.

7.5 We will confirm cancellation on a durable medium. Where a refund is legally due, we will initiate and process it without undue delay and within any mandatory legal deadline. For a UK cancellation to which the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 apply, reimbursement is generally due no later than 14 days after we are informed of the cancellation. After the Company initiates a refund through Stripe or another Payment Processor, the bank, card issuer or payment method may take additional processing time before the credit appears; for card refunds through Stripe this is commonly approximately 5-10 business days. Third-party processing time does not extend any legal deadline that applies to the Company.

7.6 To exercise a statutory cancellation right, the Member may email support@focusladder.io with a clear statement that they wish to cancel or may use the model cancellation form in Schedule 3. Use of the model form is optional. The Member should identify the purchase email and Membership where reasonably possible so the Company can process the request promptly.

8. Booking, Cancellation, No-Shows and Delivery

8.1 A booking is subject to the timetable, tier, eligibility and capacity and is not guaranteed until confirmed.

8.2 Cancel or reschedule at least 24 hours before the Session's scheduled start time to restore an included credit where the booking system permits. A later cancellation, reschedule or no-show is treated as used because capacity was reserved, unless law requires otherwise or the Company exercises discretion.

8.3 Joining late does not extend a Session or automatically restore a credit. Members must follow reasonable joining, identification, audio, camera, conduct, safeguarding and security instructions.

8.4 We do not guarantee a particular time zone, permanent timetable, individual host or uninterrupted provider availability beyond an express Checkout promise.

8.5 If the Company cancels a booked Session, the normal contractual remedy is restoration of the credit or a comparable replacement Session, chosen reasonably by the Company. A cash refund is not ordinarily due for an isolated cancellation where the restored credit or replacement supplies the paid entitlement. If a substantial paid entitlement cannot be supplied and a credit, replacement, alternative or extension does not provide a contract-compliant remedy, the Company will provide any proportionate price reduction or refund that contract or mandatory law requires. The Company may offer a restored credit, extension or other non-cash

remedy as an optional alternative where appropriate. Where applicable law requires a monetary refund, that refund will not be replaced by store credit unless the Member affirmatively agrees to that alternative.

9. Founder Incapacity, Continuity and Events Outside Control

9.1 Illness, incapacity, bereavement, safeguarding events, provider outages, security incidents, public emergencies and events outside reasonable control may affect delivery. We will take reasonable steps to minimise material disruption.

9.2 If an internal continuity issue prevents delivery of a substantial paid part for 14 consecutive days, we will pause affected future billing or provide an equivalent extension while disruption continues.

9.3 If a substantial interruption continues for 30 consecutive days and no reasonable alternative is available, the Member may cancel. The Company may first offer an equivalent extension, restored credits, an alternative timetable or replacement format; any proportionate refund that mandatory law requires for the materially undelivered part of the current paid period remains available.

9.4 The Company may appoint or authorise an Official Facilitator, including a suitable Member providing temporary cover, use an alternative provider or offer a reasonable replacement format to maintain continuity during annual leave, training, professional development, illness, incapacity, bereavement or a personal, family or medical emergency, provided the core entitlement is not materially reduced without a fair remedy.

10. Community Values, Conduct, Privacy, Off-Platform Boundaries and Member Safety

10.1 Members must behave respectfully and must not threaten, harass, engage in Hateful or Discriminatory Conduct, intimidate, shame, sexually harass, stalk, exploit, dox, coerce, manipulate or deliberately distress another person.

10.2 A Member must not record, photograph, screenshot, transcribe, livestream, scrape, export, capture or use facial, voice or behavioural recognition on a Session or restricted space without the Company's prior written permission and every affected person's consent where required.

10.3 Information disclosed by or about another participant in a Focus Ladder® Space is confidential to the context in which it was shared. This includes identity, contact details, appearance, voice, image, location, time zone, availability, routines, tasks, goals, projects, employer, client, finances, family circumstances, health or disability information, vulnerabilities, opinions, messages and participation history.

10.4 A Member must not use access-derived information to search for, locate, identify, follow, monitor, profile, scrape, track, contact or approach another participant on another platform or offline without that person's prior affirmative consent, except for an existing independent relationship or a genuine safety or legal report.

10.5 Consent to one message, connection or context is not continuing consent. A Member must stop off-platform contact after a refusal, withdrawal, block or clear request to stop and must not use another account, person, employer, client or service to bypass that boundary.

10.6 No Member may publish, disclose, sell, enrich, match, infer or combine participant information for marketing, recruitment, investigation, competitive intelligence, AI training, people-search, background checking or another commercial purpose.

10.7 Sessions are not a venue for unsolicited promotion, fundraising, recruitment, dating approaches, professional prospecting, religious or political campaigning, medical advice, investment solicitation or sales.

10.8 Members must not upload malicious code, interfere with security, circumvent access controls, test vulnerabilities without authorisation, impersonate another person or misuse reporting systems.

10.9 We may take proportionate safety action, including warning, muting, removal, suspension, evidence preservation, contact restriction or reporting to a provider, regulator or law-enforcement body where appropriate.

10.10 Nothing prevents a good-faith report of safeguarding, crime, harassment, discrimination, fraud, data misuse or another legal concern to the Company, a platform, professional adviser, regulator or law-enforcement body.

10.11 A Member must not knowingly or recklessly make, publish, repeat, procure or encourage a false statement of fact about a Protected Person, nor fabricate, manipulate or materially misrepresent a screenshot, recording, quotation, review, complaint, allegation, chronology, identity, role or affiliation in a way likely to cause reputational, commercial or personal harm.

10.12 A Member must not organise or participate in review bombing, coordinated harassment, impersonation, false reporting, malicious complaint campaigns, doxxing, threats, intimidation or pressure intended to damage or silence a Protected Person, distort a platform's moderation process, interfere with business relationships or procure removal, suspension or loss of opportunities through false or misleading information.

10.13 A Member must not disclose or weaponise Confidential Information, participant information, private communications, health or vulnerability information, personal data, recordings or access-derived context to shame, embarrass, threaten, stalk, blackmail, retaliate against or damage the reputation, safety, livelihood or commercial interests of a Protected Person.

10.14 A Member must not falsely imply that a statement, Session, account, product, service, complaint or campaign is authorised, endorsed, sponsored, created or supported by the Company, the Founder or another Protected Person.

10.15 Where a Member publishes an account of their own experience, they must not knowingly present opinion as verified fact, omit or alter material context in a deliberately misleading way, attribute words or conduct to a person falsely, or continue circulating a factual allegation after becoming aware that it is materially false.

10.16 Nothing in clauses 10.11 to 10.15 prevents a truthful statement, honest opinion based on disclosed facts, fair and proportionate review, good-faith complaint, request for legal advice, protected disclosure, report to a regulator or law-enforcement body, evidence given in proceedings, or another communication protected by law. Confidentiality and privacy duties continue to apply except where lawful disclosure requires otherwise.

10.17 The Company and each affected Protected Person may rely on this section. The Company may preserve evidence, require correction or removal, restrict access, notify a platform or intermediary, and seek any remedy available under contract, the Defamation Act 2013, the Protection from Harassment Act 1997, data-protection and privacy law, malicious falsehood, passing off, breach of confidence or other applicable law where the required legal elements are established.

10.18 A Community Host must report to the Company immediately, or as soon as safely practicable, any suspected inappropriate verbal, physical or sexual conduct; sexualised behaviour; nudity; stalking; harassment; Hateful or Discriminatory Conduct; physical threat; violence; coercion; safeguarding concern; unauthorised recording; privacy breach; or other serious misconduct occurring in or connected with a Community Session. The report must state the material facts known, date and time, affected people, known witnesses and available evidence. The Community Host must preserve evidence, avoid retaliation, avoid promising an outcome and must not conduct an independent investigation unless the Company authorises a specific step. The Company may investigate, interview relevant witnesses, preserve evidence and take proportionate protective or disciplinary action.

10.19 A Member must not use or seek to use the Service, a Focus Ladder® Space or access-derived relationships to plan, promote, finance, incite, justify or facilitate Grave Misconduct. Section 19 also permits action in response to reliable evidence of relevant Grave Misconduct occurring before or outside the Service; Membership is not a safe harbour from those conduct-based standards.

10.20 A Member must not engage in Hateful or Discriminatory Conduct in a Focus Ladder® Space, toward a Protected Person, by using an access-derived relationship, or outside the Service where reliable evidence shows a real and material connection to participant safety, targeted mistreatment, the lawful operation of the Service or the integrity of the community. Express reference to racism and Islamophobia is for certainty and does not exclude or downgrade any other form covered by clause 2.36.

10.21 A serious single incident of Hateful or Discriminatory Conduct may constitute a material breach without a prior warning. Repeated lesser conduct may constitute a material or repeated breach where it continues after a clear warning or reasonable boundary. The Company may impose an immediate interim restriction while it assesses safety and evidence. Before a final adverse decision, it will provide the general allegation and a reasonable opportunity to respond where lawful, safe and practicable. A Company access decision is a private contractual and safeguarding decision; it is not a public declaration that a person has committed a criminal offence or is civilly liable.

11. Non-Solicitation, Non-Circumvention and Protection of Relationships

11.1 An ordinary Member must not use Focus Ladder® access, attendance, directories, chats, introductions, participant identities, contact details, behavioural information or another access-derived relationship to target, solicit, recruit, market or divert a Member or prospect into a Competing Service without prior written consent. A Member with enhanced commercial, hosting, supplier, facilitator, investor or partner access must also not use that access to divert or exploit a relationship or opportunity first introduced or materially developed through Focus Ladder®.

11.2 A Member must not bypass or circumvent the Company in relation to a Customer, prospect, host, facilitator, contractor, supplier, partner, investor, referral, collaboration or commercial opportunity first introduced or materially developed through Focus Ladder® for the purpose of avoiding an agreed fee, restriction, consent, attribution or the Company's commercial participation.

11.3 Clauses 11.1 and 11.2 apply: (a) to an ordinary consumer Member, during Membership and for six months after access ends, but only to targeted solicitation into a Competing Service using Focus Ladder® access or access-derived information or relationships; and (b) to a Community Host, creator or person given enhanced hosting, commercial or relationship access, during access and for 18 months after the later of Membership ending, enhanced access ending or the last relevant introduction. A person relying on a pre-existing relationship must preserve evidence that it genuinely existed before Focus Ladder® access and was not materially developed through that access.

11.4 There is no time limit on the prohibition against using Focus Ladder® IP, Confidential Information, trade secrets, assigned creator material or unlawful means to compete, because those duties continue for the lawful duration of the relevant right or confidence.

11.5 A Member may maintain a genuine consensual friendship, but may not use friendship, a private group, a free event, a nominally non-commercial Session, another person, an employer, a client, an affiliate, an AI system or a later monetisation step as a device to evade this section.

11.6 The Company may give written consent subject to limits on the people, purpose, platform, duration, territory, attribution, fee or licence. Silence, delay, friendship, prior tolerance or failure to enforce against another person is not consent.

11.7 Each restriction in this section is separate and is intended to operate to the fullest extent permitted by law to protect the Company's legitimate interests in confidential information, trade secrets, goodwill, Member and commercial relationships, investment, introductions, creator assignments and platform integrity. No wording in these Terms grants permission to compete using, relying on, benefiting from or derived from Focus Ladder® access, rights, relationships, materials, information or goodwill.

12. Confidentiality, Non-Disclosure, Trade Secrets and Protected Know-How

12.1 Confidential Information includes the matters defined in clause 2.5 and all non-public business, commercial, financial, legal, strategic, technical, operational, creative, product, service, Platform, feature, Methodology, framework, system, process, pricing, launch, marketing, growth, funding, supplier, contractor, Customer, community, Member, prospect, naming, positioning and personal information disclosed, observed, inferred or accessed through the Company, the Founder or Focus Ladder®. It includes oral statements, demonstrations, calls, messages, Sessions, documents, recordings, screenshots, observations, tests and combinations of information.

12.2 Protected Know-How includes unpublished Session rationales; product, feature and Platform concepts; facilitator decision rules; intervention criteria; verbal statements; spoken coaching; check-in and transition logic; timing and progression rationale; adaptation, continuity, recovery and follow-up systems; training; testing; analytics; code; prompts; scripts; implementation detail; experiments; pricing; conversion and retention information; naming and positioning work; Member insights; commercial strategy and product roadmaps.

12.3 A Member must keep Confidential Information and Proprietary Assets secure, use them only for the Permitted Purpose, disclose them only where expressly authorised, and must not copy, map, summarise, extract, teach, publish, report, communicate, transmit, sell, licence, commercialise, reverse engineer, upload to an unauthorised AI or transcription system, or use them to create, train, advise on, operate, improve, market, support or assist a Competing Service.

12.4 Confidentiality applies regardless of whether information is marked confidential and includes information learned through repeated observation, attendance patterns, screenshots, memory, note-taking, testing, prompting an AI system or combining several non-public fragments.

12.5 The confidentiality duty does not apply only to the extent the Member demonstrates with credible contemporaneous evidence that the particular information was lawfully public without breach, was already lawfully possessed without a duty, was independently developed without access to Focus Ladder® information, or was lawfully received from a third party without restriction. The exclusion applies only to the particular information established by that evidence and is not permission to reconstruct, exploit or disclose a protected compilation. Public status of an isolated element does not remove rights in protected expression, compilation, selection, arrangement, adaptation, confidential rationale, implementation, branding, goodwill or a separate contractual restriction.

12.6 A legally compelled disclosure must, where lawful, be notified promptly and limited to what is required. Protected disclosures, whistleblowing, regulatory reports and legal advice remain permitted.

12.7 Trade-secret and confidentiality duties continue while the information remains confidential or legally protected. Other confidential information duties continue for five years after access ends, without shortening a longer statutory, equitable or contractual protection.

12.8 Adding public or generic material to Confidential Information, paraphrasing it, changing timings, inserting a break, using a different medium or obtaining an AI-generated restatement does not make the underlying confidential implementation independently created.

12.9 Prior Disclosures. From the date the Member accepts these Terms, the Member's continuing or renewed possession, access, use, exploitation or disclosure of qualifying Confidential Information and Proprietary Assets disclosed before acceptance is governed by this section where the original disclosure occurred in circumstances importing confidence or for a limited business, Feedback, testing or community purpose. This includes material disclosed through free or paid Beta access; Sessions; public or restricted profiles, listings, agendas, chats or Sessions on a third-party productivity, body-doubling, coworking, community, video-meeting or messaging platform; calls; messages; meetings; friendships; demonstrations; or other communications. Acceptance does not create contractual liability for an act wholly completed before acceptance. It governs continuing or later use or disclosure after acceptance and grants no permission for any past or future use. Every existing right in copyright, trade mark, passing off, confidence, privacy or other law, and every earlier contractual or equitable duty, is expressly preserved.

12.10 Public Elements and Compilations. Information does not cease to be protected merely because individual elements, timings, words, ideas or components are publicly known where the original expression, selection, arrangement, compilation, rationale, adaptation, implementation, analysis, strategy or commercial application remains legally protected or non-public.

12.11 Permitted Positive Promotion. A Member may positively promote Focus Ladder® using an approved referral link or unaltered public marketing material and may state truthfully that they are a Member or attended a Session. This permission does not authorise disclosure of Confidential Information, participant information, private screenshots, recordings, internal plans, commercial strategy, unannounced features, assigned material, case studies, endorsements on behalf of the Company or use of Focus Ladder® branding as the Member's own.

12.12 No unauthorised third-party reporting or portfolio use. Subject to clause 12.6 and protected legal rights, a Member must not disclose Confidential Information, Proprietary Assets, the Company's USP, moat, growth plans, unannounced products or internal activities to a competitor, platform operator, journalist, investor, prospective client, contractor, adviser, community operator or other third party, nor use them in a portfolio, case study, award entry, article, presentation, social post or promotional material, without prior written consent.

13. Focus Ladder® Ownership and Intellectual Property

13.1 As between the parties, the Company exclusively owns, is exclusively licensed to use or otherwise lawfully controls all Focus Ladder® IP, Intellectual Property Rights and Proprietary Assets, including the registered FOCUS LADDER® trade mark; associated goodwill; passing-off rights; business, product, Platform, feature, programme, tier and Session names and naming concepts; titles; descriptions; taglines; slogans; brand architecture; visual identity; trade dress

and get-up; domains and handles; Focus Ladder® Materials; Methodology; Ramp-Up Sequence; Protected Session Compilations; Timer Experience; software; interfaces; code; databases; Protected Know-How; Feedback rights; and assigned or commissioned contributions.

13.2 Membership grants only a limited, personal, revocable, non-exclusive, non-transferable permission to access and use the Service for the Member's own productivity during active Membership.

13.3 No ownership, licence to compete, franchise, source-code right, training right, right to host an official format, right to use the Focus Ladder® mark or right to exploit Member relationships is implied.

13.4 To the extent the legal requirements are met, copyright protection under the Copyright, Designs and Patents Act 1988 applies to original wording, scripts, spoken content fixed in a recording or writing, prompts, descriptions, agendas, graphics, audiovisual material, software and original selection and arrangement; registered trade mark rights under the Trade Marks Act 1994 and passing-off rights protect source-identifying signs and goodwill; and confidentiality, breach-of-confidence and trade-secret law protect qualifying non-public implementation and know-how. The Company may rely on any applicable right or cause of action supported by the facts, whether or not expressly listed in these Terms.

13.5 The Company's rights are asserted in every legally protectable feature and in the combination, expression, selection, arrangement, format, structure, Methodology, functionality, branding, goodwill, confidential implementation and commercial application of the relevant material. Nothing in this clause is an admission or contractual concession that any identified feature, function, format, structure, word, title, duration, number, sequence, verbal statement or other element is generic, commonplace, unoriginal, unprotectable or free for another person to copy. Where an isolated element is not independently protected as a matter of applicable law, that does not authorise copying, adapting or reconstructing a protected compilation or substantial part; using a confusingly similar sign; misusing confidential implementation or Protected Know-How; taking unfair advantage of goodwill; or reconstructing an access-derived system.

13.6 All goodwill arising from authorised use of Focus Ladder® branding or official formats accrues exclusively to the Company.

13.7 A Member must not register, reserve, acquire or use a company name, domain, handle, app name, product name, trade mark, keyword, metatag or other identifier that is identical or confusingly similar to Focus Ladder® or another protected brand asset.

13.8 The Member must not dispute, challenge, assist a challenge to, or falsely claim ownership of Company rights, except through a lawful good-faith legal process.

13.9 No Waiver Through Public Availability. Publication, prior free access, Beta access, demonstration, discussion, display in a public or private Session, search-engine indexing, social-media visibility, public listing, archival availability or hosting on a third-party platform does not transfer ownership, dedicate protected material to the public domain, waive copyright, trade mark, design, database, passing-off, goodwill or contractual rights, or grant an implied licence to reproduce, adapt, commercialise or build a competing substitute. The exact information deliberately made public may cease to be confidential to that extent, but partial disclosure, scraping or reconstruction does not make the whole expression, compilation, rationale, adaptation, implementation, analysis or commercial application public. Separate

rights in original expression, compilations, branding, goodwill, registered signs, accepted contractual obligations and non-public implementation remain available according to their legal requirements.

13.10 Public Knowledge Qualification. Material that is genuinely public cannot be treated as a trade secret solely because these Terms call it confidential. That does not prevent the Company from enforcing copyright in original expression or compilations, the registered trade mark, passing off, design or database rights, contractual restrictions accepted by a Member, or confidentiality in non-public rationales, implementation, combinations, adaptations, analyses and commercial applications.

13.11 Names, Domains and Identifiers. A Member must not register, reserve, purchase, apply for, oppose, challenge, control or use any business, company, product, service, Platform, app, programme, tier, feature, Session, podcast or community name, trade mark, domain, social handle, username, keyword, metatag or digital identifier that was proposed, selected, rejected, refined or disclosed for Focus Ladder® or that is identical or confusingly similar to a Focus Ladder® brand asset, without prior written consent.

13.12 All goodwill arising from an authorised Community Session, authorised use of Focus Ladder® branding, Member Feedback adopted by the Company, or an assigned name, feature, format or Session package accrues exclusively to the Company.

14. Restricted Use, Copying, Modification and Anti-Evasion

14.1 Without the Company's prior written consent, a Member must not reproduce, copy, adapt, translate, arrange, extract, distribute, publish, perform, display, record, transcribe, licence, sell, teach, train, commercialise, imitate, reverse engineer, decompile, map, benchmark for replication, create a derivative of or make available any Focus Ladder® IP, Intellectual Property Right, Proprietary Asset, Focus Ladder® Material, Confidential Information or Protected Know-How, including any feature, functionality, format, structure, Methodology, framework, Session arrangement, verbal statement, title, description, timing architecture, check-in, transition, prompt or question.

14.2 Infringement or breach does not depend on copying every element. Substantiality may be qualitative as well as quantitative, and copying the distinctive selection, arrangement, expression, architecture, sequence, combination or commercially valuable implementation may be sufficient where the law or Contract so provides.

14.3 There is no permitted minute, percentage, number-of-elements, sequence-change, addition, omission or cosmetic-change safe harbour. Without the Company's prior written consent, a Member must not, including without limitation, modify, tweak, re-time, re-sequence, re-label, rename, re-title, paraphrase, translate, truncate, expand, split, merge, re-skin, disguise, launder, substitute, add to, omit from or otherwise alter protected material, or arrange for another person or system to do so, in an attempt to avoid ownership, confidentiality, non-disclosure, non-use, non-circumvention or other restrictions.

14.4 The following are specific, non-exhaustive examples and do not limit clause 14.3: inserting, removing, splitting, lengthening, shortening, renaming or relocating a break, pause, movement segment, check-in, reflection, celebration, transition, introduction, ending or other

generic element does not cleanse copying, create independent authorship or avoid breach where protected expression, a substantial part, confidential implementation, goodwill, assigned material or access-derived structure remains.

14.5 Changing any amount of time or any number of minutes; changing the number of rounds or elements; using different numbers; renaming rounds; changing colours, icons, typography, wording, platform, audience, medium or branding; combining protected elements with generic, public or third-party material; adding a new element that was not in the original; removing an original element; or routing the work through another person, company, account, contractor, prompt, automation or AI system does not avoid breach where the result still copies or adapts protected expression, misuses Confidential Information or Protected Know-How, infringes a registered right, creates actionable confusion, takes unfair advantage of goodwill, breaches an assignment or derives from prohibited access.

14.6 Prior written consent must be expressly given by an authorised director or designated legal or licensing representative of the Company and must identify the permitted material, use, modification, platform, audience, territory, duration, attribution and any fee or licence conditions. Consent for one use or one version is not consent for another. Silence, inaction, attendance, public visibility, availability on a third-party platform, friendship, prior tolerance or failure to act against another person is not consent.

14.7 A Member must not use screenshots, notes, memory, recordings, transcripts, prompts, observations, Session metadata or repeated attendance to reconstruct the Service or train another person, model, agent or system to reproduce it.

14.8 A Member who alleges that a similar work or service was independently developed must not have used or derived it from Focus Ladder® access, rights, Confidential Information, Protected Know-How, Member relationships, observations, materials or assigned content. A bare assertion of independent creation, a later timestamp, cosmetic difference or use of another person or AI system does not establish independent development. The Member must preserve any contemporaneous evidence on which they intend to rely, without altering any statutory burden of proof.

14.9 Nothing in this section prevents a use that applicable law makes non-excludable, but the Member must not exceed the lawful scope or use a statutory exception as a pretext for commercial substitution.

15. Member Content, Feedback, Creator Contributions and Enforcement Authority

15.1 The Member retains ownership of Member Personal Content. The Member grants the Company only the non-exclusive, worldwide, royalty-free licence reasonably necessary to host, transmit, display, moderate, secure, back up and provide the Service in relation to that content.

15.2 The Member warrants that they have the rights needed for content they submit and that it does not infringe rights, breach confidence, expose another person's private information or contain unlawful or malicious material.

15.3 Feedback may be used, adapted, combined, refined, registered, implemented and commercialised by the Company without payment or attribution. To the extent Feedback contains an Intellectual Property Right capable of assignment, the Member assigns that right to the Company upon submission; if assignment is ineffective, the Member grants the Company a perpetual, irrevocable, worldwide, transferable, sublicensable and royalty-free licence. This does not transfer unrelated Member Personal Content or prevent a lawful complaint.

15.4 A Submitted Community Session Package and any creator contribution are governed by Schedule 4, not by the limited Member Personal Content licence.

15.5 A Community Host must not submit any material that they do not own, cannot assign or wish to retain for reuse elsewhere. Every item deliberately submitted, configured, presented or used for a Community Session forms part of the Submitted Community Session Package and is dealt with under Schedule 4; there is no automatic reservation for material created before joining or before publication.

15.6 The Company may remove or disable content where reasonably necessary for law, rights protection, safety, privacy, security, quality, provider compliance or investigation.

15.7 The Company may identify itself as owner, assignee, exclusive licensee, operator or authorised rights controller in relation to Company-owned, assigned or exclusively licensed rights.

15.8 The Company, acting for itself and not as attorney for unrelated Member rights, may prepare, sign and send copyright, trade mark, design, database, confidentiality, passing-off, impersonation, privacy, hosting, platform, marketplace, app-store, search-engine, domain, registrar, social-network and payment-provider complaints, notices, takedown requests, preservation demands and counter-notice responses concerning Company-owned, assigned or exclusively licensed rights.

15.9 Where enforcement genuinely requires a Member's separate right or evidence, the Member must provide reasonable cooperation and may be asked to sign a specific authority or confirmatory document. The Company will not falsely claim ownership of unrelated Member Personal Content.

15.10 No Member may submit a false infringement report, false counter-notice, fabricated ownership claim, misleading chronology or altered evidence.

15.11 Approved public promotion. A Member may share official public marketing content, an approved referral link and a truthful non-confidential personal recommendation. The Member must not alter the content in a misleading way, imply authority to speak for the Company, create an unofficial paid product, use private Member information, disclose unannounced plans or present Focus Ladder® IP as their own.

15.12 No portfolio or case-study right. Membership, Feedback, attendance, friendship with the Founder or community hosting does not authorise a Member to create or publish a case study, portfolio entry, training example, award submission, investor presentation, article, podcast, course, planner, template, software repository or commercial content using Confidential Information, Focus Ladder® Materials, Proprietary Assets or assigned material without prior written consent.

16. Recordings, Image, Voice, Testimonials and Marketing

16.1 Sessions are not recorded by default. Any recording must be clearly disclosed in advance and have an appropriate legal basis and permissions.

16.2 Ordinary timetable and Service communications may identify a host by the name, profile image and bio they submit for that purpose.

16.3 Identifiable marketing use of a Member's name, image, likeness, voice, quotation, testimonial, artwork, chat screenshot, recording or success story requires a clearly labelled optional permission or other recorded positive consent, except where the content was deliberately submitted through an optional Showcase process with the stated uses.

16.4 No Member may use the name, image, likeness, voice, signature, biography, reputation, avatar, synthetic imitation or deepfake of a Protected Person to suggest endorsement, affiliation, authorship, sponsorship or approval without prior written consent.

16.5 A testimonial must be genuine. We may edit for length or clarity without changing meaning and may omit an objective claim where substantiation is unavailable.

16.6 Withdrawal of marketing permission stops new uses within a reasonable period as required by law but may not require recall of lawful printed materials or removal from third-party archives outside our control.

17. Community Hosts, Safety Duties and Creator Chain of Title

17.1 A Member may host only where the Company enables Member-hosting tools. Schedule 4 forms part of these Terms accepted at Checkout and applies automatically whenever the Member deliberately submits, configures, publishes, promotes, performs or hosts a Community Session. Ordinary Community Hosting governed by these Terms does not require a second Community Host agreement, confirmation or acceptance. The Company must retain the accepted Terms version and the feature-activation record.

17.2 A Community Session is not an official, founder-led or commissioned Focus Ladder® Session unless expressly labelled. Community hosting is optional and creates no minimum commitment, fixed availability or authority to represent or bind the Company. A Community Host is not appointed as an employee, worker, agent, franchisee, partner or official spokesperson merely because the feature is used; any incentive and the actual arrangements and mandatory law determine legal status.

17.3 Schedule 4 contains a present assignment of present rights and a present assignment of future rights in the Submitted Community Session Package, including material created before acceptance and then deliberately submitted, configured, presented or used through Focus Ladder®. There is no pre-existing-material, background-material, prior-work, template or portfolio exception to that assignment. A Member who does not own, cannot assign or wishes to retain an item must not submit, configure, present or use it for a Community Session.

17.4 The assignment in Schedule 4 is electronically signed and authenticated by the Member's affirmative Checkout acceptance. The Company should retain the relevant Terms version, acceptance wording, Member or account identity, timestamp and feature-activation record. Failure to create an internal feature-activation record does not grant the Member ownership, a licence-back or authority to host and does not invalidate an assignment already formed through Checkout. A materially different paid, employed, worker, contractor or official-host arrangement may be governed by a separate appointment or agreement.

17.5 Once assigned, rights do not revert merely because Membership, hosting permission or the Community Session ends. The former Community Host must not publish, host, licence, sell, teach, adapt or use the assigned package or a substantially similar derivative elsewhere without prior written consent.

17.6 The Company may revoke hosting permission for safety, confidentiality, IP, quality, data protection, provider, payment or investigation reasons. Revocation does not reverse an assignment or continuing obligations.

17.7 A separately engaged contractor, developer, trainer or other person receiving restricted backend access must sign any separate agreement the Company requires for that role. A Member temporarily appointed or authorised as an Official Facilitator under clause 2.16 remains bound by these Terms and the requirements applicable to that appointment; the Company may require an additional undertaking or appointment record where appropriate to the access, duration or risk.

17.8 A Community Host must follow the safeguarding and incident-reporting duty in clause 10.18, must take reasonable immediate steps available within the Platform to stop serious misconduct or protect participants, and must not conceal, minimise, privately settle or retaliate in relation to a report.

17.9 A Community Host must not appoint a co-host, delegate access, share credentials, involve an assistant, subcontractor, bot, transcription service or AI system, or permit another person to operate a Community Session without the Company's prior written consent.

18. Data Protection, Privacy, Information Security, Providers and Service-Generated Data

18.1 Focus Ladder Ltd is the controller for personal information processed to operate the Service. The Privacy Notice explains categories, sources, purposes, lawful bases, recipients, transfers, retention, security, complaints and rights. The Company and Members must comply with applicable data-protection and privacy law, including the UK GDPR and Data Protection Act 2018 as amended.

18.2 Video, booking, community, email, payment, hosting, storage, authentication, support, security and, only where lawfully introduced, analytics providers may process data as described in the Privacy Notice and Cookie Notice.

18.3 The Company may own non-personal Service data, system metrics, taxonomies, operational models, aggregated statistics and product learnings lawfully derived from the Service, provided they do not identify a person or appropriate the Member's separate underlying work.

18.4 The Company does not sell identifiable Member information and does not authorise a provider to use it to train or improve a public, general-purpose or third-party AI model for that provider's own purposes. Where the Company uses AI-enabled software, coding tools, automation or professional-service systems to build, operate, secure, support, analyse or improve the business or Service, it will take reasonable and proportionate steps to identify a lawful basis and any applicable special-category condition, minimise or redact data, assess the provider, use required processor or other contractual terms, and apply appropriate access, retention, transfer and security controls. Confidential Session content, private Member communications and special-category data must not be submitted unless there is a specific documented need, lawful basis, provider assessment and appropriate safeguards. No online provider can guarantee zero security risk: this clause is not an absolute warranty that a third-party system cannot suffer unauthorised access or a personal-data breach, and it does not exclude any responsibility that applicable law independently imposes on the Company. A materially different future AI use requires updated transparency and an appropriate lawful basis.

18.5 A Signal, WhatsApp or other temporary community group may be closed, deleted, archived, migrated or replaced when the Platform or another paid community service launches or where reasonably necessary for safety, privacy, security, provider, legal or business-continuity reasons. The Company may notify participants and issue replacement joining instructions. Eligible paid Members may receive access to the replacement community; a person who does not become or remain eligible has no continuing community access. Members may retain only their own lawful content and must not export other participants' identities, messages or data.

18.6 A Member must not use a subject access request, data export, account access or another legal process dishonestly to obtain another person's information, source code, trade secrets or material outside the lawful scope of that process.

18.7 A Member who receives personal data through a Session, community, community hosting or another Company-authorised function must use it only for the Permitted Purpose, keep it secure, limit access, comply with the Company's instructions and applicable data-protection law, and must not retain, scrape, enrich, sell, transfer, publish, combine, profile, market from or upload it to an unauthorised AI, transcription or analytics system.

18.8 A Member or Community Host must notify the Company immediately, and in any event within 24 hours where reasonably practicable, of suspected loss, unauthorised access, disclosure, recording, scraping, misuse or security compromise involving Community and Member Information or Company systems, and must preserve evidence and cooperate with the Company's response.

18.9 The Company may maintain and migrate its lawful Member, former-Member, applicant and prospect database, including contact, account, Membership, purchase, acceptance, attendance, support, moderation, complaint, consent and compliance records, in accordance with the Privacy Notice. A Member has no ownership interest in the Company's database or Customer relationships merely because they participate in the community.

18.10 A hosted community, CRM, email, automation, video, payment or Platform provider receives only the rights and data-processing role stated in its applicable contract and the Privacy Notice. Use of a provider does not transfer ownership of the Focus Ladder® business, Focus Ladder® IP, the Company's Customer relationships or the underlying Company database to that provider.

18.11 The Cookie and Similar Technologies Notice states the technologies currently used. As at the effective date, the Company does not intentionally deploy optional analytics, advertising, personalisation or social-media cookies on its own website. Strictly necessary technologies may be used by the website, security, account or payment services requested by the user. No non-essential technology will be activated before the required information and valid consent mechanism are in place.

19. Suspension, Termination and Survival

19.1 The Company may warn, restrict, suspend or terminate access where reasonably necessary for a material or repeated breach, non-payment, safety, harassment, Hateful or Discriminatory Conduct, fraud, rights infringement, confidentiality, data security, provider compliance, Platform integrity, Grave Misconduct or a proportionate investigation.

19.2 Where practicable, lawful and safe, the Company will explain the general reason and provide a reasonable opportunity to respond. Immediate interim suspension may be imposed for urgent safety, security, legal, sanctions, ethical-integrity or evidence-preservation needs. Immediate final termination may occur where required by law or applicable sanctions, or after a reasonable good-faith review where a conviction, admission, official finding, designation or other comparably reliable evidence establishes Grave Misconduct, or where reliable evidence establishes a serious single incident of Hateful or Discriminatory Conduct or another serious material breach and continued access would materially conflict with participant safety, legal obligations or the Company's published ethical commitments. The Company may assess reliability, credibility, specificity, corroboration, context, seriousness, current risk and the Member's response; it is not required to establish criminal guilt.

19.3 Decisions under clauses 19.1 and 19.2 are based on the Member's evidenced conduct, applicable legal restrictions and genuine safety or ethical-integrity concerns. They must not be based merely on age, disability, gender reassignment or gender identity, marriage or civil partnership, pregnancy or maternity, nationality, citizenship, colour, caste, ethnic or national origin, race, religion or belief, sex, sexual orientation, residence, family relationship, lawful political opinion, passive association or another protected characteristic. Comparable cases should be approached consistently while allowing for material differences in evidence, seriousness, risk and response.

19.4 Termination does not remove accrued payment, refund, confidentiality, non-disclosure, privacy, ownership, assignment, non-solicitation, non-circumvention, reputation-protection, evidence, remedies or enforcement obligations. Where access is lawfully ended for the Member's material breach, Community Values breach, Hateful or Discriminatory Conduct or Grave Misconduct, no contractual refund is due for Service already supplied, capacity reasonably reserved, credits used or expired, or direct loss caused by the breach. Any unused advance payment is dealt with under the Contract and mandatory law; statutory refunds and price reductions cannot be excluded.

19.5 Clauses intended by their nature to continue survive for their stated period or the lawful duration of the relevant right.

20. Health, Safety, Information Accuracy, Service Boundaries and Liability

20.1 Focus Ladder® is a productivity, accountability, body-doubling and group-coaching Service. It is not a medical, psychiatric, psychological, therapeutic, counselling, diagnostic, rehabilitation, emergency, crisis, legal, financial or other regulated professional service and is not a medical device.

20.2 The Company, the Founder, Official Facilitators and Community Hosts do not become a Member's doctor, therapist, counsellor, emergency responder, carer, fiduciary or other healthcare professional merely through the Service. A person who separately holds a professional qualification does not provide that professional service unless the Company expressly contracts for and identifies that service as such.

20.3 The Service is not intended for an emergency or crisis and is not monitored as an emergency channel. If a Member believes that they or another person may be in immediate danger, may act on thoughts of suicide or self-harm, or requires urgent medical or mental-health assistance, they must stop using the Service for that purpose and contact 999 or 112 in the United Kingdom, the local emergency service where they are located, or an appropriate qualified professional. The Company is not obliged or able to monitor every statement, diagnose risk, contact an emergency contact or dispatch assistance.

20.4 A Member must not disregard, delay or discontinue professional medical, mental-health or other regulated advice because of anything said, displayed, generated, discussed or experienced through Focus Ladder®. Questions about symptoms, diagnosis, medication, treatment, exercise suitability or health risk must be directed to an appropriately qualified professional.

20.5 A Member with a physical or mental-health condition, disability, injury, pregnancy, medication issue or other relevant concern is responsible for deciding, with professional advice where appropriate, whether and how to participate and for requesting a reasonable adjustment. The Company will consider reasonable adjustments in accordance with applicable law but cannot guarantee that every format or provider will be suitable.

20.6 Any walking, stretching, movement, breathing, posture or wellbeing prompt is optional and must be undertaken only in a safe environment and within the Member's own capability. A Member must stop if they experience pain, dizziness, breathlessness, panic, distress or another concerning symptom and seek appropriate assistance. Do not use a Session while driving, operating machinery, supervising a hazardous activity or doing anything requiring uninterrupted attention.

20.7 Members choose their own work and remain responsible for ensuring that tasks are lawful, safe and suitable. The Service must not be used to facilitate self-harm, violence, dangerous activity, unlawful conduct, unauthorised surveillance, professional decisions requiring regulated advice or disclosure of material that the Member is not authorised to share.

20.8 Information, prompts, coaching questions, comments by an Official Facilitator, Community Host statements, automated features, summaries and materials may be incomplete, inaccurate, outdated, unsuitable or mistaken. Members must independently check important information, exercise judgment and obtain professional advice where appropriate. No statement creates a warranty merely because it is made confidently, repeatedly, verbally, in writing or by an automated system.

20.9 The Service may involve goal-setting, accountability, reflection, social interaction and discussion of difficulties. These can affect people differently and may occasionally feel uncomfortable or emotionally activating. The Company does not promise a therapeutic, medical, psychological, physical, academic, financial or commercial benefit or a particular result.

20.10 A Community Session may contain statements, choices or materials supplied by a Community Host or participant. Unless expressly identified as official Company material, those contributions are the contributor's responsibility and do not necessarily represent the Company's views, endorsement or professional advice. The Company may moderate or remove them but does not guarantee advance review of every contribution.

20.11 Third-party video, messaging, booking, payment, hosting, analytics and other services are governed by their own terms and may be unavailable, changed or withdrawn. The Company remains responsible for using reasonable care in selecting and operating providers but is not responsible for a provider failure outside its reasonable control.

20.12 The Service supports productivity but does not guarantee completion of a task, attendance, habit formation, focus, income, grade, health improvement, employment, business performance, investment, relationship, platform access or other outcome.

20.13 Members remain responsible for their tasks, decisions, disclosures, confidential work, device, connectivity, environment, health needs, professional advice, legal obligations, third-party accounts and use of information obtained through the Service.

20.14 The Company will provide the paid Service with reasonable care and skill and does not exclude rights or remedies that cannot lawfully be excluded.

20.15 The Company is not responsible for loss caused by a Member's breach, inaccurate information, unsafe choice of task or environment, unauthorised disclosure, failure to seek appropriate professional help, third-party outage outside reasonable control or another person's independent conduct, except to the extent caused by the Company's failure to use reasonable care or another non-excludable liability.

20.16 Nothing limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, breach of statutory title, or another liability that law does not permit the Company to limit or exclude.

20.17 Subject to clause 20.16 and mandatory consumer law, the Company is responsible only for loss that was reasonably foreseeable when the Contract was made and directly caused by its breach. Nothing excludes compensation or another remedy that consumer law requires.

20.18 Subject to clauses 20.14, 20.16 and 20.17 and mandatory consumer law, and only to the fullest extent permitted by law, the Company's aggregate liability to a Member arising out of or in connection with the Contract or Service, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise, for all events arising

from the same or substantially connected facts is limited to the greater of: (a) £500; and (b) the total fees paid or payable by that Member for the Service during the 12 months immediately preceding the event giving rise to the claim. This cap does not reduce a statutory refund, repeat-performance, price-reduction or other remedy that cannot lawfully be restricted and does not apply to liability described in clause 20.16.

20.19 A Community Host remains responsible for the legality, originality, permissions and safety of their submissions and conduct and may be required to reimburse the Company for reasonably incurred direct loss resulting from a proven breach of their warranties, subject to fairness, causation and law; no automatic penalty applies.

21. Enforcement, Remedies, Platform Notices and Evidence

21.1 The Company may investigate a suspected breach and preserve proportionate evidence, including listings, URLs, screenshots, source files, version histories, access logs, attendance, messages, metadata, acceptance records and public statements, subject to data-protection law.

21.2 The Member must not delete, alter, conceal, fabricate, backdate or destroy relevant evidence after becoming aware of a dispute, complaint, notice or reasonably anticipated claim.

21.3 Depending on the facts and law, the Company may seek suspension, termination, delivery up, deletion, disclosure, an undertaking, injunction, interim relief, final relief, springboard relief, damages, additional damages, an account of profits, interest, costs, declaratory relief, rectification, transfer of a domain or handle, and another available remedy.

21.4 Remedies are cumulative where law permits, but the Company will not obtain double recovery for the same loss. Every remedy remains subject to evidence, causation, statutory requirements, procedural rules and court discretion.

21.5 The Company may send a cease-and-desist letter, rights reservation, preservation notice, platform complaint, hosting or registrar notice, trade mark or copyright report, search-engine de-indexing request, app-store complaint, marketplace complaint, payment-provider report or other lawful enforcement communication in its own name for rights it owns, controls, is assigned or is exclusively licensed.

21.6 For clarity, clause 21.5 permits Focus Ladder Ltd - not the Member - to notify a third-party platform or intermediary that specified material allegedly infringes or misuses Company rights and to request preservation, restriction, removal, account action or disclosure through that provider's lawful process. It does not authorise a false report or make the provider automatically liable.

21.7 The Member must provide reasonable factual cooperation concerning rights they assigned, including confirming authorship, chronology, access and authenticity. No routine paper deed is required from an ordinary Community Host; the Company may request a short electronic confirmation only where reasonably necessary to correct an ownership record, respond to a specific dispute or satisfy a registry or court requirement.

21.8 No fixed £5,000, £25,000 or other arbitrary breach penalty applies. The Company preserves its right to prove actual loss, reasonable investigation and response costs where recoverable, or another lawful remedy.

21.9 Nothing in these Terms prevents the Company from relying against a non-Member on statutory IP rights, passing off, breach of confidence, privacy, harassment, defamation, malicious falsehood, economic torts or another cause of action where the facts and law support it.

21.10 The Company will conduct enforcement communications with reasonable care and with regard to sections 21 to 21F of the Trade Marks Act 1994, the Intellectual Property (Unjustified Threats) Act 2017 and corresponding patent and design provisions where applicable. Nothing in this clause: (a) admits that any particular communication would be an actionable threat; (b) limits, waives or prejudices any Intellectual Property Right, contractual right, claim, remedy or enforcement discretion; (c) creates a duty to give advance warning before proceedings or platform enforcement; (d) creates a defence, estoppel or third-party right; or (e) prevents reliance on copyright, passing off, breach of confidence, database right, contract or another cause of action outside the statutory threats regime. The Company may send any communication and pursue any remedy permitted by applicable law, including urgent interim relief where justified. Liability is not stated as finally established before adjudication.

21.11 The Company may create and retain a proportionate confidential conduct decision record setting out the allegation, evidence, interim measures, opportunity to respond, findings, consistency check, risk assessment, outcome and refund or credit treatment. The record supports fair and consistent administration and legal claims. It is not a public finding, does not require publication to other Members and is disclosed only where contract, law, safety, a regulator or legal process requires.

22. Changes to the Service and Terms

22.1 We may update these Terms for law, regulation, security, safety, provider, product, clarity, business reorganisation or rights-protection reasons.

22.2 A change that materially disadvantages future renewal will be notified in reasonable time before it applies, with an opportunity to cancel.

22.3 An urgent change may take immediate effect where reasonably necessary for law, court order, regulator, security, privacy, safeguarding, fraud prevention or rights protection.

22.4 A change does not retrospectively remove an accrued consumer right or create a contractual breach for conduct completed before acceptance, but confidentiality, ownership and statutory rights existing independently continue.

22.5 At Platform launch we may require acceptance of updated Platform terms. If a Member does not accept, access may end at the close of the paid period, with mandatory remedies preserved.

23. Complaints, Support and Notices

23.1 For support, cancellation or a complaint, email support@focusladder.io or write to Focus Ladder Ltd at its registered office. Include the purchase email, tier and enough detail to investigate.

23.2 The Company will respond to a formal complaint as quickly as reasonably practicable and will use reasonable efforts to provide a satisfactory solution where applicable law requires that standard. Timing may depend on complexity, evidence, third-party input, annual leave, training or professional-development absence, illness, incapacity, bereavement, personal, family or medical emergency, or another material demand. Where practicable, the Company will keep the Member informed of a material delay. No fixed response period is promised except a deadline imposed by mandatory law.

23.3 Nothing requires arbitration or prevents independent advice, a statutory remedy, a regulator or court proceeding.

23.4 The Company is not currently required by law, trade-association Membership or contract to participate in a particular alternative dispute resolution scheme and has not committed to a particular provider. If a complaint reaches deadlock, the Company will provide any ADR or other complaint-resolution information required by applicable law and state whether it is willing to use an accredited ADR provider in that case. Nothing prevents the parties from agreeing voluntary mediation or another lawful settlement process.

23.5 Ordinary contractual notices may be sent to the latest email address or full postal address supplied at Checkout or maintained on the account. A Member must keep both current and notify the Company promptly of any change.

23.6 For a claim solely in respect of the Contract, the Member agrees, to the extent permitted by CPR 6.8, CPR 6.11 and other applicable procedural law, that the email address and full postal address supplied at Checkout or later maintained on the account may be used as an agreed method or place for service. This does not disapply any requirement for permission to serve outside the jurisdiction, foreign-law requirement, treaty, court direction or mandatory consumer protection.

24. General Legal Terms, Company Continuity and Founder Position

24.1 The Contract documents identified in clause 1 form the entire agreement about the Service, without excluding fraud, fraudulent misrepresentation, binding consumer information or mandatory rights.

24.2 If a provision is unlawful or unenforceable, it is read down or severed only to the minimum lawful extent and the remainder continues. This does not authorise a court to rewrite an excessive restraint more broadly than law permits.

24.3 Delay or failure to enforce is not waiver. A waiver must be specific and in writing and applies only to the stated occasion.

24.4 Membership does not create employment, worker status, partnership, joint venture, fiduciary duty, franchise or agency.

24.5 The Member may not assign or transfer the Contract or access. The Company may transfer the Contract as part of a genuine business sale, restructuring or asset transfer if the successor assumes the Company's obligations and mandatory consumer rights are not reduced.

24.6 A later change to the Company's registered name does not create a new entity, terminate or novate the Contract, change ownership, release liabilities or require replacement Terms solely for that reason. References include the same company under any later registered name.

24.7 Pre-incorporation Focus Ladder® assets, goodwill, causes of action and lawfully assumable civil business-development liabilities are addressed in the Founder-to-Company Deed. That internal deed does not make a Member a party to it or remove a mandatory right.

24.8 The Company may own, be assigned, be exclusively licensed to use or otherwise lawfully control relevant business rights while a transfer or public register recordal is being completed. A later confirmatory assignment or recordal does not invalidate a Member Contract.

24.9 Except where these Terms expressly confer a right on a Protected Person, no third party may enforce them under the Contracts (Rights of Third Parties) Act 1999. Clauses protecting the Founder and other Protected Persons may be enforced by the relevant Protected Person and by the Company.

24.10 The Member electronically signs and authenticates these Terms, including the material ownership provisions in Schedule 4, through the affirmative Checkout acceptance used to form the Contract. The control must be unticked by default, must be selected before Checkout permits payment or subscription, and must link to a saveable version of the Terms, Privacy Notice and Cookie Notice. The Company must retain the accepted version, wording, account or Customer identifier, timestamp and acceptance event. The Contract is not formed through passive browsing or a pre-ticked box. Ordinary Community Hosting governed by these Terms does not require a second Host agreement or second acceptance; a materially different paid or official role may require separate terms.

25. Governing Law, Courts and International Enforcement

25.1 These Terms and any contractual or non-contractual dispute arising from them, their subject matter or formation are governed by the law of England and Wales. That choice applies to the fullest extent legally permitted. It does not deprive a consumer of a protection that applicable conflict-of-laws rules make non-waivable.

25.2 To the fullest extent permitted by applicable law, the courts of England and Wales have exclusive jurisdiction over disputes between the Member and the Company concerning the Contract, its subject matter or formation, and the Member and the Company submit to those courts. The international availability of the Service, acceptance of an overseas payment or use of an overseas provider does not by itself constitute the Company's voluntary submission to another court or forum. If a mandatory consumer-jurisdiction rule that cannot lawfully be

excluded gives a Member a right to bring or defend proceedings elsewhere, that rule prevails only to the minimum extent required, without otherwise waiving the Company's right to contest jurisdiction, venue or service.

25.3 Nothing prevents the Company from seeking urgent, interim, protective, intellectual-property, confidentiality, data, harassment, domain-name or evidence-preservation relief in any court, tribunal, registry, platform or authority with competent jurisdiction, or from enforcing a judgment or right where the defendant, act, asset, platform or harm is located.

25.4 The international offer of the Service does not represent that English law overrides every mandatory consumer, privacy, tax, accessibility or subscription rule that may apply to a particular transaction. The Company's English incorporation, registered office, chosen law and chosen forum apply to the maximum extent permitted, and any non-waivable local protection applies only to the extent the relevant law requires.

25.5 International service, recognition and enforcement are governed by applicable procedural law, treaties, court rules and permissions. Clause 23.6 specifies an agreed email method only for claims solely in respect of this Contract and does not remove any permission, notice, translation or foreign-law requirement that still applies. The Company may take protective or enforcement action under clause 25.3 wherever the relevant defendant, act, asset, platform, domain, evidence or harm is located.

Schedule 1 — Membership Tiers

Tier	Recurring Price	Included Entitlement	Illustrative Live Hours	Access and Important Limits
SPARK	£39 per monthly billing period	4 eligible Sessions	Approximately 8 hours	Access to the eligible published timetable, booking confirmations and Session links; access to the paid Beta community or replacement; Top-Ups available; capacity and availability apply.

Tier	Recurring Price	Included Entitlement	Illustrative Live Hours	Access and Important Limits
RHYTHM	£149 per monthly billing period	20 eligible Sessions	Approximately 40 hours	Access to the eligible published timetable, booking confirmations and Session links; access to the paid Beta community or replacement; Top-Ups available; capacity and availability apply.
UNSTOPPABLE	£349 per monthly billing period	60 eligible Sessions included	Approximately 120 included hours	Access to the eligible published timetable, booking confirmations and Session links; access to the paid Beta community or replacement; £10 Top-Ups available after the 60 included credits are used; capacity and availability apply; no promise that 60 or additional Top-Up Sessions will be scheduled.

S1.1 Every active tier includes access to the eligible published timetable, the ability to book available Sessions subject to capacity and the Member’s remaining entitlement, booking confirmations and Session joining links, and access to the temporary paid Beta community or its replacement while the Member remains eligible. SPARK, RHYTHM and UNSTOPPABLE

Members may purchase £10 Top-Ups for additional eligible Sessions where offered after using their included Session entitlement for the Membership Period, subject to capacity and booking rules.

S1.2 SPARK is £39 per month and includes four eligible official group Sessions in each monthly Membership Period, ordinarily founder-led during Beta but subject to temporary Official Facilitator cover under clauses 2.16 and 4.7. This is normally equivalent to approximately one Session per week and up to eight facilitated hours, subject to the published timetable and capacity.

S1.3 RHYTHM is £149 per month and includes 20 eligible official group Sessions in each monthly Membership Period, ordinarily founder-led during Beta but subject to temporary Official Facilitator cover under clauses 2.16 and 4.7. This is normally equivalent to approximately one working-day Session pattern and up to 40 facilitated hours, subject to the published timetable and capacity.

S1.4 UNSTOPPABLE is £349 per month and includes 60 eligible official group Session credits in each monthly Membership Period, ordinarily founder-led during Beta but subject to temporary Official Facilitator cover under clauses 2.16 and 4.7. Those 60 included credits are normally equivalent to approximately 120 facilitated hours. After the 60 included credits are used, the Member may purchase £10 Top-Ups for additional eligible Sessions where offered, subject to capacity and booking rules. UNSTOPPABLE includes priority booking and first Platform access where offered. It does not include private one-to-one coaching, unlimited messaging or a guarantee that 60 or additional Top-Up Sessions will be scheduled or available at every preferred time.

S1.5 Included Session entitlements reset at the start of each monthly Membership Period and do not roll over. The timetable may evolve during Beta and every booking remains subject to capacity, eligibility, availability, booking rules and the Member's remaining entitlement.

S1.6 Top-Ups are £10 per additional eligible Session where offered and are available to SPARK, RHYTHM and UNSTOPPABLE after the Member has used the included Session entitlement for the current Membership Period. For UNSTOPPABLE, the 60 included Session credits are not an absolute usage cap: valid Top-Ups may be used for additional eligible Sessions beyond those 60 included credits, subject to capacity, eligibility, availability and booking rules. A Top-Up expires as stated at Checkout or, if no different period is stated, at the end of the Membership Period in which it is purchased.

S1.7 Where Checkout expressly identifies a Founding Rate, that rate is protected for 12 months while the Member remains continuously subscribed and compliant with the Contract. Cancellation, expiry, failed-payment termination or later rejoining may end that protection unless the Company confirms otherwise in writing.

S1.8 Only the tier actually selected and purchased at Checkout forms part of the Member's Contract. Checkout and the durable confirmation control if they differ from a general description. A tier or benefit not offered at Checkout is not included merely because it appears in this Schedule as a possible offer.

S1.9 The Company may later offer an annual prepayment option at Checkout. Unless Checkout expressly states otherwise, an annual payment purchases 12 consecutive monthly entitlement cycles; Session credits still reset monthly and do not roll over. The total upfront price, any discount, renewal frequency, renewal date and material cancellation information must be

shown before purchase. Before an automatically renewing annual option is enabled, the Company must implement every pre-contract information, reminder, cancellation, renewal cooling-off and refund process then required by applicable subscription law. An annual option has no effect unless the Member selects it at Checkout.

Schedule 2 — Scholarship or Complimentary Place

S2.1 A supported place is offered only in writing and for the period and entitlement stated.

S2.2 It is personal, non-transferable, discretionary and may be reviewed or ended on reasonable notice without affecting Service already promised or mandatory rights.

S2.3 It has no cash value, equity, Founding Rate or automatic renewal unless the written offer says otherwise.

S2.4 The recipient remains subject to conduct, privacy, confidentiality, non-solicitation, non-circumvention and IP duties.

Schedule 3 — Immediate-Start Request and Model Cancellation

S3.1 Required positive start-now control. Checkout may ask: “Start service during 14-day cancellation period?” The affirmative option is: “Yes start my Sessions access immediately. (If the Service is fully performed during your cancellation period, you may lose the right to cancel. If you cancel after supply begins, a proportionate amount may be payable for the Service supplied.)” The affirmative option must be actively selected or confirmed by the Customer and must not be preselected. A required dropdown with that single affirmative option is acceptable only where the Customer must actively open or select the option rather than it being selected automatically.

S3.2 By selecting or confirming the wording in clause S3.1 after the adjacent consequence statement has been displayed, the Customer expressly requests Focus Ladder® to begin supplying the Membership during any applicable statutory or contractual cancellation or cooling-off period and acknowledges the stated consequences of immediate supply. For a UK consumer, this normally includes the statutory 14-day cancellation period. If the Customer cancels after supply begins, a reasonable amount proportionate to the Service supplied up to cancellation may be payable to the extent permitted by applicable law. The cancellation right is lost only where the Service has been fully performed and the legal requirements for that loss have been met.

S3.3 A delayed start is not a standard Checkout option unless the Company chooses to offer it. If a valid positive start-now request is required but not recorded, the Company may withhold paid access until the applicable cancellation or cooling-off period has ended, decline or reverse the incomplete activation, or contact the Customer to arrange a lawful Activation Date and payment process.

S3.4 The Company must retain the accepted Terms version, payment record, acceptance timestamp, positive start-now record where applicable and Activation Date. It must also provide the Customer with Contract confirmation on a durable medium within a reasonable time and no later than Service delivery begins. A Stripe checkbox, electronic signature or internal acceptance record is evidence of agreement but is not, by itself, delivery of the Contract. A Stripe-hosted or other digital record is sufficient without a separate email only if it contains or gives the Customer a personally addressed, version-locked copy of the applicable Contract that the Customer can store and reproduce unchanged for an adequate period. 'Adequate period' has no fixed statutory number and means long enough for the Contract's purpose and for the Customer reasonably to exercise or defend rights; the Company's normal evidence-retention period is the Membership plus six years after it ends. A changeable webpage or receipt that merely links to replaceable current Terms is not the only durable copy. Until a verified Stripe or account workflow satisfies those tests, the operational default is to send or make available the dated PDF or another unalterable copy with the order confirmation.

S3.5 — Model Cancellation Form

Complete and return this form only if you wish to cancel the contract. You do not have to use this form; any clear statement of cancellation is sufficient.

To: Focus Ladder Ltd, 66 Paul Street, London, EC2A 4NA, United Kingdom. Email: support@focusladder.io.

I/We hereby give notice that I/We cancel my/our contract for the supply of the following Focus Ladder® Membership or Service:

Membership / Service: _____

Ordered on / contract made on: _____

Name of consumer(s): _____

Address of consumer(s): _____

Signature of consumer(s) (only if this form is notified on paper): _____

Date: _____

Schedule 4 - Important Ownership Effect

- **This Schedule transfers intellectual-property rights in material deliberately submitted through Member creation, publishing or hosting tools.**
- **The assignment can include relevant material created before Membership if it is later deliberately submitted through those tools.**
- **Do not submit material you do not own, cannot assign, or want to retain or reuse independently.**
- **The assignment does not transfer general skills, experience, biography, unrelated personal content or abstract ideas viewed alone. It does capture the protectable expression, selection, arrangement, configuration and goodwill deliberately embodied in or used for a Community Session as defined in Schedule 4.**

Schedule 4 — Member-Submitted Materials, Publishing Tools, Intellectual Property Assignment and Confidentiality

S4.1 This Schedule is a material ownership provision and forms part of the Terms electronically signed through the Checkout acceptance. It applies automatically if, after accepting the Terms, a Member deliberately creates for, suggests for, submits, configures, publishes, promotes, performs, presents, develops, refines or hosts material through a Member creation, publishing or hosting tool. Ordinary Community Hosting governed by these Terms does not require a second Host agreement, confirmation or acceptance.

S4.2 The Company grants a personal, non-exclusive, non-transferable and revocable permission to use enabled community-hosting tools during active Membership and only within published rules. The feature is optional: there is no minimum number of Sessions, fixed availability or sanction for declining future hosting. Any credit, discount, revenue share, payment or other incentive applies only if expressly stated in the then-current Terms or Checkout and may be introduced, varied or withdrawn prospectively on reasonable notice, subject to accrued entitlements and mandatory law. No official-host, agency, employment, worker, partnership, joint-venture, franchise or spokesperson status is granted merely by access; actual status depends on the real arrangements and mandatory law.

S4.3 All pre-existing Focus Ladder® IP, Intellectual Property Rights, Proprietary Assets, Confidential Information and Protected Know-How remain exclusively owned or controlled by the Company. A Community Host receives no ownership in the brand, Methodology, features, functionality, Ramp-Up Sequence, Timer Experience, official formats, structures, scripts, verbal statements, prompts, questions, training, data, Member relationships, business or growth plans, naming work, Protected Know-How or another Company asset.

S4.4 The Submitted Community Session Package includes all material deliberately created for, suggested for, submitted, entered, uploaded, configured, published, performed, promoted, presented, developed, refined or used for a Community Session, whether created before or

after acceptance. It includes accepted, rejected, unused, incomplete and final concepts; names; titles; taglines; slogans; descriptions; features; functionality; Methodology; frameworks; formats; structures; sequences; agendas; timings; time increments; check-ins; verbal statements; scripts; prompts; questions; facilitation wording; notes; working papers; research; analyses; observations; recommendations; visuals; audio; video; recordings; templates; improvements; adaptations; derivatives; combinations; configurations; domains; handles and associated goodwill.

S4.5 A Community Host who does not own, cannot assign or wishes to retain or reuse any material independently must not submit, configure, present, perform, publish or use that material in a Community Session. Material is not excluded merely because it was created before Membership, developed elsewhere, used previously, described as background material, a template, prior work, know-how or portfolio material, or supplied through another platform.

S4.6 In consideration of Membership, access to community-hosting tools, publication, Platform exposure, community access and other good and valuable consideration, the Community Host assigns to the Company with full title guarantee, by way of present assignment of present rights and present assignment of future rights under sections 90 and 91 of the Copyright, Designs and Patents Act 1988 where applicable, all Intellectual Property Rights capable of assignment, including copyright, database rights, registered and unregistered design rights, performers' property rights, trade mark and naming rights, goodwill and analogous rights worldwide in the Submitted Community Session Package for the full duration of those rights and renewals, together with rights to apply for registration and sue for past, present and future infringement.

S4.7 The assignment includes material created before acceptance and later deliberately brought into, configured for, presented through or used in Focus Ladder®. It includes every modification, enhancement, refinement, derivative, adaptation, improvement, extension and commercial application relating to the Submitted Community Session Package or created by using Company Confidential Information, Proprietary Assets or community-hosting tools. The Community Host retains only general skill and experience not fixed in or derived from the assigned package.

S4.8 To the fullest extent permitted by law, the Community Host irrevocably waives and agrees not to assert moral rights in the Submitted Community Session Package and consents to editing, adaptation, combination, translation, accessibility changes, categorisation, reproduction, performance, publication, commercialisation, licensing and enforcement.

S4.9 If an assignment is ineffective, delayed or legally incomplete, the Community Host grants the Company an exclusive, perpetual, irrevocable, worldwide, transferable, sublicensable and royalty-free licence, with the right to enforce and authorise others, and covenants not to exercise or license the relevant rights inconsistently with the Company.

S4.10 The main Checkout acceptance creates and authenticates the Contract and assignment. The Company must retain the Member identity or account identifier, Terms version, acceptance wording, timestamp and electronic acceptance event and should retain the date Member-hosting tools are activated. No later Host confirmation is required for ordinary Community Hosting governed by these Terms. The Community Host must provide reasonable further assistance where a registry, platform dispute, payment provider, domain registrar or court process genuinely requires additional evidence to perfect or enforce ownership.

S4.11 The assignment does not transfer a Community Host's general professional experience, personal biography, unrelated personal content or abstract ideas viewed alone. It does transfer the protectable expression, selection, arrangement, configuration and goodwill deliberately embodied in or used for the Community Session, including where combined with Company tools or formats.

S4.12 After assignment, the Community Host must not publish, host, facilitate, sell, licence, teach, upload, adapt, recreate or make available the Submitted Community Session Package, or a substantially similar derivative of it, on another platform or independently without the Company's prior written consent. There is no implied licence-back or reversion when hosting or Membership ends.

S4.13 The Community Host warrants that they own the material submitted, have authority to assign it, have disclosed all co-creators and third-party elements, have not granted conflicting rights, and have not included undisclosed AI-generated, open-source, music, image, data, recording, employment, client or other licence restrictions.

S4.14 The Community Host must not collect or retain participant data beyond what the Company authorises, record without consent, contact Members off-platform without consent, solicit them, disclose their information or use Community Session exposure, access or relationships for a Competing Service.

S4.15 Required substantive Checkout notice: "I confirm that I am aged 18 or over and accept the Focus Ladder® Terms of Service, including Schedule 4 (Intellectual Property Assignment). I acknowledge the Privacy Notice and Cookie Notice." This may be presented through Stripe's standard required Terms control together with adjacent prominent text where Stripe does not permit the full sentence inside its checkbox label. It is a mandatory purchase control: Checkout must prevent payment and subscription unless the Customer actively selects the Terms checkbox. It must be unticked by default and linked to a saveable copy of all three documents. No second Host agreement or acceptance is required for ordinary Community Hosting governed by these Terms.

S4.16 For 18 months after the latest of: (a) the last Community Session; (b) the end of the Community Host's access to community-hosting tools; and (c) the last relevant introduction, the Community Host must not use Member identities, relationships, contact details, Feedback or access-derived information obtained through hosting to solicit, recruit, divert, contact for commercial purposes or provide a Competing Service to those people. The Community Host must never use or disclose the Company's or Founder's Confidential Information, Proprietary Assets, features, functionality, formats, structures, Session names, titles, descriptions, agendas, timings, time increments, check-in architecture, verbal statements, scripts, prompts, questions, Methodology, frameworks, systems, processes, Member insights, business plans, growth plans, naming concepts, Platform concepts, Protected Know-How or assigned material to create, support, advise on, train, market or operate a competing or derivative offering. Intellectual-property, confidentiality, assignment, privacy, non-use and trade-secret duties continue for their stated or lawful duration.

S4.17 Safety and Misconduct Reporting. A Community Host must comply with clauses 10.18 and 17.8 and report suspected inappropriate verbal, physical or sexual conduct; harassment; stalking; threats; violence; nudity; coercion; Hateful or Discriminatory Conduct; unauthorised recording; privacy breach; or other serious misconduct immediately or as soon as safely

practicable, identifying known witnesses and preserving available evidence. The Company controls any internal investigation and may interview relevant witnesses and impose proportionate protective or disciplinary measures.

S4.18 Data protection and security. A Community Host must process Community and Member Information only for the authorised Session, use reasonable technical and organisational safeguards, keep access limited, notify the Company of a suspected incident within the period in clause 18.8, and must not retain, export, scrape, sell, contact from, upload to AI or use that information outside Focus Ladder®.

S4.19 Names, trade marks, domains and handles. Every name, naming concept, tagline, slogan, logo concept, domain, username, social handle, podcast name, app name or digital identifier created, suggested, refined, reserved or acquired for a Community Session or Company feature forms part of the Submitted Community Session Package. The Community Host must not register, reserve, oppose, challenge or use it independently and must transfer control to the Company if acquired.

S4.20 Return and deletion. On request or when community hosting or Membership ends, the Community Host must delete or return Company Confidential Information, private Member data, unauthorised copies, recordings, transcripts, screenshots, source files and restricted materials, except where law requires limited retention. Where a material breach or data incident is reasonably suspected, the Company may require a written compliance confirmation limited to the relevant material.

S4.21 No Background-Material Exception. No Submitted Community Session Package item is excluded from the assignment merely because it pre-dates Membership, was developed elsewhere, was previously used, or is described as background material, prior work, a template, know-how, a portfolio item or third-party-platform material. A Community Host who cannot assign or wishes to retain an item must not submit or use it for a Community Session. This does not expand the assignment beyond the Submitted Community Session Package or transfer the general skills, experience, biography, unrelated personal content or abstract ideas excluded by clause S4.11.

S4.22 Promotion. A Community Host may promote an authorised Community Session only through approved public wording, links and assets. They must not disclose Confidential Information, participant details, unannounced features, internal results, private screenshots or recordings; imply that they own Focus Ladder®; or publish a case study, training product, portfolio entry or derivative commercial offering without prior written consent.