

# TERMS AND CONDITIONS – LIVE ONLINE TRAINING SESSIONS

These terms and conditions are premised on the fact that:

- a) Consepssys Limited ("Consepssys", "Consultant", "Contractor", "Consultant Group") is in the business of providing Document Control training courses, webinars, self-paced learning also referred to as self-paced courses, consultancy services and publications; Consepssys is also in the business of providing certification for Document Control professionals;
- b) Client entity ("Client", "Participant", "Course Participant", "Course Participants", "Client Group") desires Consepssys Limited to render such services to Client in accordance with the provision of these terms and conditions.

In consideration of the premises set out above and the mutual covenants and agreements set out below Client agrees as follows:

## 1. PURPOSE

1.1. These Terms and Conditions shall be the basic document controlling all Live Online Training Sessions course services and online certification services rendered by Consepssys Limited to the enrolled Course Participant, for the duration of the Contract, and which shall be specifically applicable to and shall control each rendition of services requested by the Client and undertaken by Consepssys Limited, whether or not these terms and conditions are specifically referenced. To be effective, the relevant details of each such request and undertaking shall be set out in a separate document to be agreed by the Client in the form of a "Purchase Order", or a "Request for Enrolment Form", which describes the services to be rendered, the location(s) at which the services shall be performed, the duration and the rates of compensation.

1.2. These terms and conditions include any Purchase Order or Request for Enrolment Form attached to and incorporated into this Agreement for all purposes.

## 2. ENROLMENT AND PAYMENT

2.1. For each training session and/or each certification examination session committed to Consepssys Limited, Client shall issue a Purchase Order or a Request for Enrolment Form in writing, filled out by Client within the Consepssys online registration system, and delivered by Client to Consepssys by electronic mail or by electronic means, setting out the particular requirements relating to the said training course session or to the said certification examination session.

2.2. Information provided by Client to Consepssys Limited shall be up-to-date, accurate and specific at the time of establishment of a given Purchase Order or of the online enrolment request. Client shall be solely responsible for providing clear, unequivocal instructions regarding invoicing and transmittal of any required documentation, in addition to, but not limited to any specific mention of cost centres, budget centres, invoice formatting and the use of any specific delivery address or addresses for Purchase Orders and Invoices. Client shall be solely responsible for providing clear, unequivocal procurement procedures, if any such procedures are required to be applied, at the time of establishment of a given Purchase Order or of a given online enrolment request. Consepssys Limited shall accept no responsibility and no liability incurred by the furnishing of obsolete, superseded, inaccurate and/or equivocal information, addresses, procedures and any other relevant information by Client.

2.3. Client agrees, upon signature and issuance of a Purchase Order (or by submitting a Request for Enrolment Form, filled within the Consepssys online registration system), to accept the content of the training course, as it is outlined on the current version of the relevant course brochure, at the actual time of delivery of the course. Each course provided by Consultant is unique, and many courses provided by Consultant are complementary with each other in their content and topic coverage. Client shall be solely responsible for undertaking due diligence in the query process to identify the course that is most relevant to the training requirements of Client's Course Participant or Course Participants at the time of completion by Client of an online enrolment request or at the time of establishment of a Purchase Order. Client shall be solely responsible for reviewing course brochures, course catalogues, course outline information and course comparison tables to ensure that Client's Course Participant or Course Participants register on the course that is most relevant to the training requirements of Client's Course Participant or Course Participants at the time of completion by Client of an online enrolment request or at the time of establishment of a Purchase Order. Client shall be solely responsible for completing pre-requisite questionnaires made available by Consultant during the query process and during the procurement process. Client shall be solely responsible for complying with the mandatory course curriculum and the mandatory course pre-requisites set out by Consultant, at the time of completion by Client of an online enrolment request or at the time of establishment of a Purchase Order. Consultant shall not be held liable for any failure of Client to go through course information material and for any failure of Client to select the course that is most appropriate and relevant to the training requirements of Client's Course Participant or Course Participants of at the time of completion by Client of an online enrolment request or at the time of establishment of a Purchase Order.

2.4. Upon receipt of a signed Purchase Order (or receipt of a Request for Enrolment Form, filled out by Client within the Consepssys online registration system), and subject to availability, an electronic invoice will be sent to Client. Invoices shall be issued electronically only. If Client requires hard copies of purchase orders, invoices and/or statements of account, a fee covering courier and administration fees shall be charged to Client, for each expedition of a hard copy of a purchase order, an invoice and/or a statement of account.

2.5. Sufficient lead time is needed for course logistics and administrative tasks. For this reason, Consepssys Limited requires Purchase Order (or a Request for Enrolment Form, filled out by Client within the Consepssys online registration system) and full payment of course fees to be settled 7 days after issuance of invoice, and in any case 31 days prior to the start of course sessions, at the latest.

2.6. In the event of course fees paid by instalment, enrolment can only be confirmed once full payment has been received. Full payment of course fees shall be settled 31 days prior to the start of the course session, at the latest.

2.7. Upon receipt of full payment, Consepssys will:

- Confirm receipt of payment by electronic mail.
- Send an electronic form for the Course Participant to fill out (Course Participant Information) and a Participant Code of Conduct form for the Course Participant to sign.

After receipt of the duly completed Course Participant Information form and of the duly signed Participant Code of Conduct form, and 30 days prior to the start of the training course session at the latest, Joining Instructions will be sent to each Course Participant by email, providing login details to online learning platforms, and indicating training times and the course timetable.

2.8. For Live Online Training Sessions, the following is included in the price of the course: live tuition via online delivery platform, electronic course material (excluding copyrights) only for a limited period of up to 15 days after the start date of the course maximum, hardcopy course material (excluding copyrights), free online pre-course short syllabus, Attestations of Attendance delivered in hardcopy.

2.9. Payments shall be made by Client either by direct (telegraphic) bank transfer, by credit/debit card through the Stripe payment platform, or by credit/debit card through Paypal or through a Paypal account. Instructions and bank details are provided on the issued invoice. Client shall specify one's preferred method of payment.

2.10. Unless it is otherwise specified on the Purchase Order and Invoice, payments shall be made in GBP (British Pound Sterling).

2.11. The attention of Client is drawn to the fact that Live Online Training Sessions are delivered online only and do not require travel from Course Participants. Therefore Consepssys Limited will not arrange hotel accommodation, nor visa applications for Course Participants.

2.12. For Live Online Training Sessions, the attention of Client is drawn to the fact that electronic course material will be accessible through the e-learning platform only, for a limited period of up to 15 days after the start date of the course maximum. However, a hardcopy of the course material will be delivered to the course participants prior to the start of the Live Online Training Session. The advance delivery of the hardcopy material will be feasible only if Client completes the registration process with sufficient lead time so as to allow Consultant to expedite the materials at a time allowing for transportation time, customs clearance, if applicable and delivery time. Course Participant shall be solely responsible for accessing the electronic course material during the time when it is made available and accessible through the e-learning platform only. No electronic copy of the course material outside of the e-learning platform shall be delivered to the course participants. Consepssys shall not be responsible nor shall Consepssys be liable for the failure of Course Participant to access, view, consult or consume the electronic course material during the time when it is made available and accessible through the e-learning platform only.

2.13. Payment of tuition fees is due before the start of the course. No confirmation of enrolment and no Joining Instructions will be sent before receipt of the full payment.

2.14. To the extent that Client is required by the law of any country where it operates to withhold compensation due to Consepssys Limited services to satisfy any obligation of Consepssys Limited for taxes due in such a country, Client shall give prior notice to Consepssys Limited of Client's intention to withhold and shall notify Consepssys Limited promptly of the amount to be withheld and Client agrees to pay on a timely basis the amounts so withheld over to the applicable taxing authority, on behalf of Consepssys Limited, and to provide Consepssys Limited with any tax receipts (originals, if possible) or other reliable evidence of payment issued by the taxing authority.

2.15. Client shall gross-up the payments to Consepssys Limited such that Consepssys Limited will be in the same position as if the locally applied withholding tax had not been applied. In such circumstances, Consepssys Limited will issue Client invoices which will be grossed-up to include any locally applied withholding tax. Client agrees to pay on Consepssys Limited's behalf any such withholding taxes assessed.

2.16. In the unlikely event that learning material is made available or tuition is delivered to Client prior to completion of payment, Consepssys Limited reserves the right to charge late payment interests. Invoices and/or statements of account resulting from due interests will be issued electronically only, with an administration fee per issuance. Late Payment Interests will be charged at 8% plus the Bank of England official rate, and will incur an additional £20 monthly administration fee for every month where a statement of account shall be issued to Client. Invoices and Statements of Accounts shall be issued electronically only. If Client requires hard copies of purchase orders, invoices and/or statements of account, a fee covering courier and administration fees shall be charged to Client, for each expedition of a hard copy of a purchase order, an invoice and/or a statement of account.

2.17. Consepssys Limited accepts no responsibility and no liability for consequences related to the absenteeism or defection of a Course Participant. No fees shall be reimbursed in case of absenteeism or defection of a Course Participant.

2.18. Access to learning platforms is allocated personally to Course Participant. Access rights are personal and private, and Course Participant shall not share their credentials or course files with any other person nor with any other party. In case of activities on the online platform suggesting the sharing of credentials with third parties, Consepssys Limited reserves the right to remove access rights from Course Participant.

## 3. TRANSFERS, SUBSTITUTIONS, CANCELLATIONS AND REFUNDS

3.1. Registration fees shall not be refundable after either or all of the following steps or events have elapsed:

- Lapse of the cut-off period for cancellation – as per clauses 3.3. and 3.4.;
- Issuance by Consepssys of Joining Instructions;
- Signature and submission by Course Participant of the Course Participant Information form and of the Participant Code of Conduct form;
- Effective delivery of hard-copy course material to Course Participant;
- Release of access of electronic course material to Course Participant;

# TERMS AND CONDITIONS – LIVE ONLINE TRAINING SESSIONS

- Release of login details for the course platform to Course Participant;
- Any activity of Course Participant on any of the course platforms.

3.2. If Client requests the transfer of a Course Participant to a different session of the same course or to different course after either or all of the steps or events listed in clause 3.1. have elapsed, this request for transfer shall be equated to a cancellation, for which clause 3.4. shall apply.

3.3. If it is necessary for Client to cancel an enrolment, cancellation notice shall be given in writing by electronic mail. If the cancellation notice is received 31 days or more prior to the start of the course session, no cancellation charge will be applied.

3.4. If the cancellation notice is received 30 days or fewer prior to the start of the course session, the cancellation charge will be the full tuition fee (100%).

3.5. Course Participants substitutions may be possible for employees or delegates of the same organisation and of the same office location. Substitutions may be made without penalty only if conditions outlined in clause 3.6. are met by Client.

3.6. Client shall inform Consepssys Limited about any substitution 10 days at the latest prior to the start of the course session on which Client has been confirmed to be registered by Consepssys. The hard-copy course material delivered to the original Course Participant shall be handed over by the original Course Participant to the substitute Course Participant. Consepssys shall not deliver any hard-copy course material to substitute Course Participant after effective delivery of hard-copy course material was made to the original Course Participant.

3.7. If Client informs Consepssys Limited about any request for substitution 9 days or fewer prior to the start of the course session on which Client has been confirmed to be registered by Consepssys, this request for substitution shall be equated to a cancellation, which shall result in a cancellation charge equivalent to the full tuition fee (100%).

3.8. Transfer of a Course Participant to a different session of the same course or to different course may be undertaken free of charge before any of the steps or events listed in clause 3.1. have elapsed. Client shall request such a transfer in writing by electronic mail.

3.9. Consepssys Limited reserves the right to postpone a training session for force majeure reasons, or if the number of Course Participants is insufficient.

3.10. If Consepssys Limited cancels a course session, enrolled Course Participants will be given the opportunity to transfer to another course session, to be allocated credit through a voucher that can be used to fund the purchase of other Consepssys courses, products or services, or to receive a full refund.

3.11. Consepssys Limited reserves the right to postpone the issuance of Joining Instructions in case force majeure.

## 4. ATTESTATIONS, CERTIFICATES AND CERTIFICATION EXAMINATION SESSIONS

4.1. For course sessions which include a Certification Examination session, Client shall note the following:

(a) Certification Examination sessions shall systematically and solely be run by Consepssys and taken by Course Participants through the Consepssys online certification examination environment, which ensures the validity and integrity of the online examination.

(b) Each Course Participant who takes a Certification Examination shall do so on an individual basis. Consepssys will verify the identity of examination candidates.

(c) As with any examination, participants may pass or may fail.

(d) Examination Pass Certificates issued by Consepssys Limited are reputed to require a high level of performance in the undertaking of Certification Examination sessions, which guarantees their value and their quality.

(e) Preparation for a Certification Examination session must be conducted within the time period during which the course is delivered. The nature, the timing and the degree of preparation for the certification examination within the time period during which the course is delivered is the sole responsibility of the Course Participant.

(f) Consepssys Limited reserves the right to award a fail grade to a Course Participant or to deny the award of a certificate to a Course Participant who is suspected and proven guilty of acting fraudulently in the pursuit of a pass grade.

(g) A separate fee shall be paid by Client to take a certification examination, for each examination session. The certification examination fee includes the certification examination via online examination platform (for certified courses only) and the expedition of the Examination Pass Certificate in hardcopy only for courses including a Certification Examination and only in the case whereby Course Participant obtains a pass mark at the attended certification examination.

4.2. An Attestation of Attendance is issued to each Course Participant who satisfactorily completes the course, after completion of the course. The Attestation of Attendance is issued in the weeks following the course session, via postal mail.

4.3. An Examination Pass Certificate is awarded to each Course Participant who successfully passes the Certification Examination. In order to pass the Certification Examination, a Course Participant shall have to achieve a pre-determined minimum score, which gives rise to a pass grade. In no circumstance shall the course fee include the automatic or systematic award of an Examination Pass Certificate. The Examination Pass Certificate is issued in the weeks following the course session, via postal mail.

4.4. The issuance of an Attestation of Attendance is conditional on the attendance of all daily sessions of a course, on due diligence in the completion of all tutorials, workshops and tests, and after the signature of all daily attendance sheets of the course by the participant.

4.5. The issuance of attestations and certificates to Client shall be conducted only after settlement of all outstanding invoices issued to Client.

4.6. By default, if Client or Client organisation does not request examination results, examination results shall be delivered only to individuals, delegated by Client, who sat the examination.

4.7. By taking a Consepssys Certification Examination, Client accepts:

(a) The content and the composition of the Consepssys examination and of its questions.

(b) The rules and the principles pertaining to the Consepssys examination, including the criteria for obtaining a pass mark.

(c) That, by default and as a general rule, Client shall take the examination online only, through the Consepssys online certification examination environment.

(d) The environment set out, provided or required by Consepssys for the examination taken by Client.

(e) The outcome of the grading of the examination paper submitted by Client, including the score obtained by Client at the examination.

(f) That, following the delivery of the examination result and of the examination outcome by Consepssys to Client:

o The content and the wording of examination questions taken by Client shall never be shared with Client nor disclosed to Client, for reasons pertaining to the confidentiality of the content of the examination, the integrity of the examination and the certification process, and the fairness thereof.

o The correct answers to the examination questions taken by Client shall never be shared with Client nor disclosed to Client, for reasons pertaining to the confidentiality of the content of the examination, the integrity of the examination and the certification process, and the fairness thereof.

o The examination paper of the Client or of the Participant and the content thereof shall never be shared with Client nor disclosed to Client, for reasons pertaining to the confidentiality of the content of the examination, the integrity of the examination and the certification process, and the fairness thereof.

4.8. By attending a Consepssys Course and/or by taking a Consepssys Certification Examination, individuals who have attended a Consepssys course and/or individuals who have taken a Consepssys Certification Examination give Consepssys the authorisation to disclose the status of their certification - that is, for explicitness, to disclose whether the individuals have obtained a pass mark at a certification examination or not - to any current employer of the said individuals, to any prospective employer of the said individual and/or to any other party which requests the verification of the status of the certification of the said individuals.

## 5. INSURANCE

5.1. Client shall take out and maintain at its own expense the insurance policies effective as of the date of this agreement to cover the risks and liabilities remaining in its charge pursuant to this Agreement and Client shall cause its insurers to waive any right of recourse or subrogation against Consultant.

5.2. All insurance policies required of the Client under this Contract shall contain endorsements that underwriters will have no rights of recovery or subrogation against the Consultant, its subsidiaries or affiliated companies, or co-venturers or their agents, directors, officers, employees and insurers. The intention of the parties is that the required insurance shall protect all such parties and be primarily liable for any and all losses covered by the described insurance to the extent that such liabilities have been assumed by Client under this Contract.

5.3. Failure to secure the insurance coverages, or failure to comply fully with any of the insurance provisions of this Contract, or failure to secure endorsements on the policies as may be necessary to carry out the provisions of this Contract, shall in no way act to relieve Client from the obligations of this Contract. In the event that liability for any loss or damage is denied by the underwriter or underwriters, in all or in part, because of breach of insurance policies by Client, or for any other reason, or if Client fails to maintain any of the required insurance, Client shall defend Consultant, its subsidiary and affiliated companies, their agents, employees, directors, officers and insurers against all claims, demands and causes of action of every kind and character, and shall indemnify such parties against any and all costs, expenses (including attorney's fees and other investigation and litigation expenses) and liabilities which would otherwise be covered by insurance.

# TERMS AND CONDITIONS – LIVE ONLINE TRAINING SESSIONS

## 6. INDEMNIFICATION AND LIMITATION OF LIABILITY

6.1. To the maximum extent permitted by applicable law, neither Consepssys Limited, its suppliers, partners, affiliates or third-party service providers shall be liable to Client or any third party for any direct, indirect, incidental, special, exemplary, punitive or consequential damages, or any other form of damages in any manner arising out of or in connection with this Agreement, regardless of the form of action or the basis of the claim or whether or not Consepssys Limited has been advised of the possibility of such damages.

6.2. Client shall defend, indemnify and hold Consultant Group harmless from and against all claims, liabilities, damages and expenses (including reasonable attorney's fees), irrespective of insurance coverages, for the following, when arising out of or incidental to this Contract:

- i. all injuries to, death or illnesses of persons in Client Group, and
- ii. all damages to or losses to Client Group's property,  
  
whether or not occasioned by or the result in whole or in part of the negligence or fault, whether sole, joint, active or passive, of Consultant Group;
- iii. all injuries to, deaths or illnesses of third parties, and
- iv. all damages to or losses to third parties' property,

when caused by or resulting from the negligence or fault of Client Group, provided that in the event of joint or concurrent negligence or fault of Client Group and Consultant Group, Client's indemnification obligation hereunder shall be limited to its allocable share of such joint or concurrent negligence or fault;

it being the intention that the indemnities provided for in this section are to apply without regard to any conflicting rules of liability under applicable law or regulation and shall include indemnification for any and all claims in which recovery, indemnification or contribution is sought directly or indirectly by any person or entity against Consultant Group whether predicated on negligence, strict liability, statutory duty or contractual indemnity.

6.3. Client shall indemnify Consultant for any and all costs, expenses (including reasonable attorney's fees and other investigation and litigation expenses) and liabilities incurred by Consultant incident to Client's breach of any of its obligations under this Contract.

6.4. Client, as the case may be, shall promptly give to the other party notice in writing of any claim made or proceedings commenced for which Client claims to be entitled to indemnification under this Contract and shall confer with the other party concerning the defense of any such claim or proceedings, shall permit such other party to be represented by counsel in defense thereof and shall not effect settlement of or compromise any such claim or proceedings without the other party's prior written consent.

6.5. Consultant shall not be liable for damage or loss of any personal belongings, merchandise or articles left on training premises prior to, during or following any event. Course Participants shall keep their personal belongings, merchandise or articles safe at all times and shall solely be responsible for the loss or damage thereof.

6.6. Consepssys Limited accepts no responsibility and no liability for any claims value greater than that of the relevant course tuition fee.

## 7. INTELLECTUAL PROPERTY

7.1. All pieces of electronic learning material and their contents, all physical print-outs and videos of course material and their contents, relating to training courses developed by and delivered by Consepssys Limited, whether fully or partially completed shall be the sole property of Consepssys Limited and the copyright for the same shall be vested in Consepssys Limited. All rights reserved, including all copyrights and all other intellectual property rights in the contents hereof.

7.2. All pieces of electronic learning material and their contents, all physical print-outs and videos of course material and their contents, relating to training courses developed by and delivered by Consepssys Limited, whether fully or partially completed are not to be copied, reproduced, printed, published, posted, filmed, screen-captured, displayed, incorporated, stored in or scanned into a retrieval system or database, transmitted, broadcast, bartered or sold, in whole or in part without the prior express written permission of the sole author, who is, Consepssys Limited. Unauthorised duplication is strictly prohibited and is an infringement of National and International Copyright laws.

7.3. The terms of the Agreement pertaining to Intellectual Property rights shall survive the expiration or any termination of this Agreement.

## 8. COVENANT NOT TO COMPETE

8.1. In consideration of the provisions of this Agreement, Client shall not, for a period of five (5) years immediately following the issuance of the latest Purchase Order (or Request for Enrolment Form, filled within the Consepssys online registration system):

- a) Compete with Consultant or its Successors or its Assigns. The term "not to compete" shall mean that the undersigned Client shall not directly or indirectly compete with Consultant by serving as an officer, owner, partner, director, agent, employee or consultant to any firm or entity substantially engaged in a business similar or competitive to the business of Consultant anywhere in the World.
- b) Directly or indirectly either on its own or through any agent, joint venture, subsidiary or independent contractor, at any time during the currency of this Agreement, own, manage, operate, participate in, consult with or work for any business which is engaged in the Business anywhere in the World.
- c) Either alone or in conjunction with any other person, partnership or business, directly or indirectly either on its own or through any agent, joint venture, subsidiary or independent contractor, at any time during the currency of this Agreement, call upon any of the customers of Consultant or its affiliates or successors.

8.2. The terms, conditions, and covenants hereof shall extend to, be binding upon, and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

## 9. DISCLOSURE OF COMMERCIAL RELATIONSHIP

9.1. This section 9 shall apply to all Clients of Consepssys which are not individuals, such as, but not limited to organisations, agencies, corporations, limited companies, businesses, trademarks and collectives, herein described generically as "Client Organisation", and which sponsor the training of their employees, representatives, agents and members by direct payment to Consepssys, without the use of any intermediary individual nor organisation.

9.2. By signing and issuing a Consepssys Purchase Order, and/or by submitting a Consepssys Request for Enrolment Form and/or by attending any course session delivered by Consepssys Limited, Client Organisation agrees to allow Consepssys Limited to disclose the existence of a commercial relationship between Client Organisation and Consepssys Limited, unless Client Organisation explicitly specifies in writing its opposition to the disclosure of said commercial relationship.

9.3. By signing and issuing a Consepssys Purchase Order, and/or by submitting a Consepssys Request for Enrolment Form and/or by attending any course session delivered by Consepssys Limited, Client Organisation authorises Consepssys to display the name and/or the logo of Client Organisation on publicly displayed lists of Clients, on Consepssys website pages, on Consepssys social media, on Consepssys marketing material, on Consepssys commercial material and on Consepssys training material.

9.4. For the purpose of this section 9, the clauses of section 9 shall apply in all instances whereby any employees, representatives, agents and members of the Client Organisation have signed a Consepssys Purchase Order, and/or have submitted a Consepssys Request for Enrolment Form and/or have attended any course session delivered by Consepssys Limited after Client Organisation has made direct payment to Consepssys, without the use of any intermediary individual nor organisation.

## 10. PRIVACY OF COURSE PARTICIPANT

10.1. Consepssys Limited's Privacy Policy 00-GV-N-001601-CSL-CPM-POL-100033 shall form part of this agreement.

10.2. The learning delivery platform used by Consepssys records Live Online Training Sessions, including videos and voice recordings of the Consepssys course facilitator, and including videos and voice recordings of Course Participants. These recordings are used for quality management and continuous improvement purposes, and they are archived only until quality improvement opportunities have been identified and logged in the Consepssys Continuous Improvement tools.

10.3. Consepssys Limited's Privacy Policy 00-GV-N-001601-CSL-CPM-POL-100033 describes in detail the legal basis for the recording Live Online Training Sessions and the uses that Consepssys makes of the recordings.

10.4. By attending a Consepssys Live Online Training Session, Client and Course Participants shall be deemed to have agreed to be the subject of video and voice recordings, as described in clause 10.2. and for the purposes described in clauses 10.2. and 10.3..

10.5. Client and Course Participant shall agree that, due to the privacy rights of other Course Participants attending the same Live Online Training Session as that attended by Course Participant, and due the privacy rights of the Consepssys course facilitator who delivered, has delivered or will deliver the course that Course Participant attended, has attended or will attend, Consepssys will in no circumstance whatsoever disclose, divulge, share, publish, post, display, transmit, broadcast or give access to or make available the recording Live Online Training Sessions to any other party whomsoever than the authorised Consepssys personnel, the designated of whom shall be and shall remain entirely at the discretion of Consepssys.

10.6. The terms of the Agreement pertaining to Privacy Policy shall survive the expiration or any termination of this Agreement.

## 11. CONFIDENTIALITY OF DISCOUNTED FEES

11.1. Any discounted fees proposed by Consepssys Limited to Client shall not to be disclosed, directly or indirectly, to any third party.

## 12. DURATION

12.1. This Agreement shall become effective as of the date of signature of the Purchase Order (or of the Request for Enrolment filled out by Client within the Consepssys online registration system) and shall continue in effect thereafter unless either party terminates this Contract prior to the start of the training course session. Neither party shall, by the termination of this Contract, be relieved of its respective obligations and liabilities arising from or

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# TERMS AND CONDITIONS – LIVE ONLINE TRAINING SESSIONS

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incident to services already performed or services already undertaken under Purchase Order(s) (or Request for Enrolment filled out by Client within the Consepsys online registration system) entered into pursuant to this Contract.

12.2. If a condition of "force majeure" is declared by Consepsys Limited, then Consepsys Limited may cancel the rendition of services pursuant to the affected Purchase Order (or the Request for Enrolment filled out by Client within the Consepsys online registration system), but not necessarily terminate this Contract, by written notice as defined in this Agreement.

## 13. SURVIVAL OF TERMS

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13.1. Any provision of this Agreement which by its nature must survive the termination of this Agreement in order to give effect to its meaning shall survive such termination, including but not limited to the ownership, intellectual property rights and licensing provisions set forth in this Agreement.

## 14. FORCE MAJEURE

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14.1. Consepsys Limited shall not be liable to Client for failure to perform any of its obligations under this Contract and/or any Purchase Order and/or any online request for enrolment entered into pursuant thereto, when performance is hindered or prevented due to force majeure. For the purposes of this Contract, "force majeure" shall mean causes which are unpredictable, irresistible, and beyond the reasonable control of Consepsys Limited which could not have been avoided or prevented by reasonable foresight, planning and implementation. Such causes shall include acts of God, war (declared or undeclared), insurrections, hostilities, strikes (other than strikes by such party's employees, which strikes shall be deemed not to be a force majeure event), lockouts (other than lockouts by such party of its employees which lockouts shall be deemed not to be a force majeure event), riots, fire, storm, and interference or hindrance of governmental authority.

14.2. In the event whereby Client would be unable, in whole or in part, to carry out his obligations under this Agreement and/or any Purchase Order entered into pursuant thereto, Client shall promptly give written notice to that effect to Consepsys Limited stating in reasonable detail the circumstances underlying such force majeure.

14.3. If Client claims force majeure, Client shall diligently use all reasonable efforts to remove the cause of such force majeure, shall promptly give written notice to Consepsys Limited of the termination of such force majeure, and shall resume performance of any suspended obligations as soon as reasonably possible after termination of such force majeure.

## 15. GOVERNING LAW AND SUBMISSION TO JURISDICTION

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15.1. This Contract shall be governed by and construed in all respects in accordance with English law. Any disputes arising out of this Agreement shall, in the first instance, seek to be resolved by the Parties through an appropriate internal consultation process. In the event, however, that any dispute cannot be resolved through consultation within 60 (sixty) days after one Party gives notice to the other of the dispute, unless otherwise agreed in writing, such dispute shall be submitted for resolution by arbitration in the London Court of International Arbitration ("LCIA"), London, England in accordance with the LCIA Rules. Client agrees to submit to the exclusive jurisdiction of the English Courts as regards any claim or matter arising in relation to this Contract.

15.2. If, for any legal reason, English law cannot be applied pursuant to this agreement and the London Court of International Arbitration ("LCIA") does not have jurisdiction to resolve a dispute between Client and Consepsys, any dispute between Client and Consepsys arising out of or relating to the application of this agreement shall be submitted for resolution by arbitration in the Court of Justice of the European Union.

## 16. WAIVER OF CONTRACTUAL RIGHT

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16.1. The failure of Consepsys Limited to enforce any provision of this Agreement shall not be construed as a waiver or limitation of Consepsys Limited's right to subsequently enforce and compel strict compliance with every provision of this Agreement.