

# TERMS AND CONDITIONS – SELF-PACED WEBINARS & SELF-PACED LEARNING

These terms and conditions are premised on the fact that:

- a) Conespsys Limited ("Conespsys", "Consultant", "Contractor", "Consultant Group") is in the business of providing Document Control training in the shape of face-to-face courses, live online training sessions, self-paced webinars and self-paced learning also referred to as self-paced courses (discrete items of face-to-face courses, live online training sessions, self-paced webinars and self-paced courses shall also thereafter be referred to as "learning product" or "learning products"; types of learning products provided by Conespsys include face-to-face courses, live online training sessions, self-paced webinars and self-paced courses), consultancy services and publications.
- b) Client entity ("Client", "Participant", "Learner", "Learners", "Client Group") desires Conespsys 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 self-paced webinar and self-paced learning services rendered by Conespsys Limited to the enrolled Learner, 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 Conespsys 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 webinar and for each self-paced online course committed to Conespsys Limited, Client shall issue a Purchase Order in writing (or a Request for Enrolment Form, filled out by Client within the Conespsys online registration system), by electronic mail, setting out the particular requirements relating to the webinar or the webinars or the self-paced online course or the self-paced online courses on which Client wishes to enrol.

2.2. Information provided by Client to Conespsys 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. Conespsys 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 Conespsys online registration system), to accept the contents and details of the webinar or the webinars or the self-paced online course or the self-paced online courses, as they are outlined on the current version of the relevant brochure or on the relevant description webpage on the Conespsys website for the webinar or the webinars or the self-paced online course or the self-paced online courses, at the time of issuance of the Purchase Order or of the online enrolment request. Each webinar or self-paced online course provided by Consultant is unique, and many units of learning material 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 webinar or the webinars or the self-paced online course or the self-paced online courses which is or which are most relevant to the training requirements of Client's Learner or Learners 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 brochures, catalogues, outline information and comparison tables for webinars and/or for self-paced online courses to ensure that Client's Learner or Learners register on the webinar or the webinars or the self-paced online course or the self-paced online courses which is or which are most relevant to the training requirements of Client's Learner or Learners 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. Consultant shall neither be held liable for any failure of Client to go through information material related to webinars and/or self-paced online courses, nor for any failure of Client to select the webinar or the webinars or the self-paced online course or the self-paced online courses which is or which are most appropriate and relevant to the training requirements of Client's Learner or Learners 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. Client shall be solely responsible for undertaking due diligence in the research process and in the query process to identify the learning product or the learning products which is or which are most relevant to the training requirements of Client's Learner or Learners 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 undertaking due diligence in the research process and in the query process to identify the learning format (face-to-face course, live online training session, self-paced webinar, self-paced course) which is most relevant to the training requirements of Client's Learner or Learners 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 brochures, catalogues, outline information and comparison tables for learning products to ensure that Client's Learner or Learners register on the learning product or the learning products which is or which are most relevant to the training requirements of Client's Learner or Learners at the time of completion by Client of an online enrolment request or at the time of establishment of a Purchase Order. Consultant shall neither be held liable for any failure of Client to go through information material related to learning products, nor for any failure of Client to select the learning product or the learning products which is or which are most appropriate and relevant to the training requirements of Client's Learner or Learners of at the time of completion by Client of an online enrolment request or at the time of establishment of a Purchase Order.

2.5. Upon receipt of a signed Purchase Order (or receipt of a Request for Enrolment Form, filled out by Client within the Conespsys online registration system), an electronic invoice will be sent to Client. 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. Registration on a webinar or on webinars or on a self-paced online course or on self-paced online courses will be formally confirmed by email upon receipt of payment.

2.6. Conespsys Limited requires Purchase Order (or a Request for Enrolment Form, filled out by Client within the Conespsys online registration system) and full payment of fees for a webinar or webinars or a self-paced online course or self-paced online courses to be settled 7 days after issuance of invoice, at the latest.

2.7. Upon receipt of payment, Conespsys will confirm receipt of payment. Within 3 working days, Conespsys Limited will issue a confirmation notice to the Learners, including practical details to log into the e-learning platform. Conespsys working days and working hours are Monday to Friday 9.00 am to 5.00 pm (GMT).

2.8. In the event of learning fees paid by instalment, enrolment can only be confirmed once full payment has been received. Full payment of learning fees shall be settled 3 working days prior to the targeted start date of self-learning, at the latest.

2.9. The attention of Client is drawn to the fact that webinars and self-paced online courses are delivered online only and do not require travel from Learners. Therefore, Conespsys Limited will not arrange hotel accommodation, nor visa applications for Learners.

2.10. For webinars and self-paced online courses, the attention of Client is drawn to the fact that learning material will be delivered in pre-recorded video format only, accessible through the online learning platform only. No electronic or hardcopy of the learning material will be delivered to the Learners.

2.11. Payments shall be made by Client either by direct (telegraphic) bank transfer 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.

2.12. Payment of learning fees is due before the start of a webinar or webinars or self-paced online course or self-paced online courses. No confirmation of enrolment will be sent before receipt of the full payment.

2.13. To the extent that Client is required by the law of any country where it operates to withhold compensation due to Conespsys Limited services to satisfy any obligation of Conespsys Limited for taxes due in such a country, Client shall give prior notice to Conespsys Limited of Client's intention to withhold and shall notify Conespsys 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 Conespsys Limited, and to provide Conespsys Limited with any tax receipts (originals, if possible) or other reliable evidence of payment issued by the taxing authority.

2.14. Pursuant to clause 2.13., Client shall gross-up the payments to Conespsys Limited such that Conespsys Limited will be in the same position as if the locally applied withholding tax had not been applied. In such circumstances, Conespsys Limited will issue Client invoices which will be grossed-up to include any locally applied withholding tax. Client agrees to pay on Conespsys Limited's behalf any such withholding taxes assessed.

2.15. In the unlikely event that learning material is made available to Client prior to completion of payment, Conespsys 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 has to 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.

2.16. Conespsys Limited accepts no responsibility and no liability for consequences related the defection of a Learner, or the failure of a Learner to attend or to consume a webinar or webinars or a self-paced online course or self-paced online courses. No fees shall be reimbursed in case of defection of a Learner or of failure of a Learner to attend or to consume a webinar or webinars or a self-paced online course or self-paced online courses.

2.17. Access to learning platforms is allocated personally to Learner. Access rights are personal and private, and Learner shall not share their credentials or learning 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, Conespsys Limited reserves the right to remove access rights from Learner.

## 3. TRANSFERS, SUBSTITUTIONS, CANCELLATIONS AND REFUNDS

3.1. Enrolment on webinars and self-paced online courses is non-cancellable, non-refundable, once the enrolment confirmation has been sent. Substitutions of a Learner shall not be allowed in case of defection of a Learner, or the failure of a Learner to attend or to consume a webinar or webinars or a self-paced online course or self-paced online courses, once the enrolment confirmation has been sent. Transfer of a Learner to a different webinar or self-paced online course shall not be allowed, once the enrolment confirmation has been sent.

3.2. Conespsys Limited reserves the right to postpone the issuance of an enrolment confirmation in case force majeure.

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## 4. ATTESTATION OF COMPLETION

- 4.1. An Attestation of Completion is issued to each Learner upon completion of a webinar or a self-paced online course, and it mentions the name of the Learner as well as the title of the webinar or a self-paced online course.
- 4.2. The Attestation of Completion can be downloaded by the Learner, from the online course platform, after completion of all sections and checks of understanding.
- 4.3. The issuance of attestations is conditional on the attendance and/or consumption of all learning material of webinars and self-paced online courses, and on due diligence in the completion of checks of understanding.

## 5. LIMITATION OF LIABILITY AND RELEASE

- 5.1. To the maximum extent permitted by applicable law, neither ConsepSys 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 ConsepSys Limited has been advised of the possibility of such damages.
- 5.2. ConsepSys Limited accepts no responsibility and no liability for any claims value greater than that of the relevant webinar or self-paced online course fee.

## 6. INTELLECTUAL PROPERTY

- 6.1. All pieces of electronic learning material and their contents, relating to webinars or self-paced online courses developed by and delivered by ConsepSys Limited, whether fully or partially completed shall be the sole property of ConsepSys Limited and the copyright for the same shall be vested in ConsepSys Limited. All rights reserved, including all copyrights and all other intellectual property rights in the contents hereof.
- 6.2. All pieces of electronic learning material and their contents, relating to webinars or self-paced online courses developed by and delivered by ConsepSys Limited, whether fully or partially completed shall not be recorded, photographed, copied, reproduced, printed, published, posted, 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, ConsepSys Limited. Unauthorised duplication is strictly prohibited and is an infringement of National and International Copyright laws.
- 6.3. The terms of the Agreement pertaining to Intellectual Property rights shall survive the expiration or any termination of this Agreement.

## 7. COVENANT NOT TO COMPETE

7.1. 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 ConsepSys 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.

7.2. 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.

## 8. DISCLOSURE OF COMMERCIAL RELATIONSHIP

8.1. By signing and issuing the Purchase Order, and/or submitting a Request for Enrolment Form and/or by attending any course session delivered by ConsepSys Limited, Client agrees to allow ConsepSys Limited to disclose the existence of a commercial relationship between Client and ConsepSys Limited, unless otherwise specified by Client.

## 9. CONFIDENTIALITY OF DISCOUNTED FEES

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

## 10. DURATION

10.1. 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 ConsepSys 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 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.

10.2. 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.

## 11. SURVIVAL OF TERMS

11.1. 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.

## 12. FORCE MAJEURE

12.1. 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.

12.2. 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.

12.3. 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.

## 13. GOVERNING LAW AND SUBMISSION TO JURISDICTION

13.1. This Contract shall be governed by and construed in all respects in accordance with English law. Client agrees to submit to the exclusive jurisdiction of the English Courts as regards any claim or matter arising in relation to this Contract.

## 14. WAIVER OF CONTRACTUAL RIGHT

14.1. 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.