

## TERMS & CONDITIONS

The present Terms and Conditions ("**T&C**") constitute a licence agreement between the "**Licensee**" or "**Customer**", and Global Vocational Skills Ltd whose registered office is at 42-44 Clarendon Road, Watford, Hertfordshire, WD17 1JJ ("**Licensor**" or "**GVS**") in respect of the GVS product that has been licensed to the Customer.

By accepting these T&C, the Customer **agrees** to be legally bound by them. The Licensee is not able to proceed with using the i-GVS content if it does not agree to these T&C.

### **0. DEFINITIONS AND INTERPRETATION**

In these T&C the following expressions shall bear the meanings assigned to them below:

**"CONFIDENTIAL INFORMATION"** means all information designated as confidential or proprietary expressly or by the circumstances in which it is provided or created (including, without limitation, business information, research and development activities, functional and technical specifications, data, designs, methods, processes, concepts, algorithms, inventions, trade secrets, "know how," improvements, and other works of authorship and the like).

**"i-GVS CONTENT"** refers to the digital content provided by GVS to the Customer for the purpose of evaluation for possible purchase and use;

**"INTELLECTUAL PROPERTY RIGHTS"** refers to all intellectual property rights of any kind existing anywhere in the world whether or not registered and all applications, renewals and extensions of the same and whenever arising, registered or applied to be registered including, without limitation, copyright, database rights, design rights, patents, trademarks, service marks, trade names and other rights in goodwill, rights in know-how, trade secrets and other confidential information.

**"GVS PILOT"** refers to the cloud-based delivery system designed to host digital content and support learning.

**"GVS PRODUCT"** refers to the digital content produced by GVS being hosted and delivered via a cloud-based platform.

**"TRIAL PERIOD"** refers to the period of sixty (60) days from the date the Customer has been provided with access to GVS PiLOT.

#### **1. GRANT AND SCOPE OF T&C:**

1.1 In consideration of the Licensee agreeing to abide by these T&C, the Licensor hereby grants the Customer a non-transferable and non-exclusive license to trial the GVS product.

1.2 The Customer hereby acknowledges that is obtaining a licence from the Licensor and is not granted any ownership or rights beyond those expressly stated in these T&C.

1.3 The Customer may access, use and enjoy the GVS product during the Trial Period except for the Content Editing option.

1.4 The Customer agrees to participate in feedback discussions with GVS with respect to the i-GVS content and GVS PiLOT operation.

1.5 The Customer will make available copies of any data generated by the GVS PiLOT platform during the Trial Period.

1.6 After the Trial Period, GVS has no obligation to store any Customer data generated by the platform.

1.7 GVS may retain and use any data collected during the Trial Period, on a no names basis for the purpose of further development as may be reasonably required.

#### **2. RESTRICTIONS**

2.1 Except as expressly set out in these T&C, the Licensee undertakes:

2.1.1 not to commercialise the GVS product received under these T&C which is supplied for non-lucrative internal use and not for any re-sale or sub-licensing purposes.

2.1.2 to supervise, control the use and ensure that the GVS product is used only in accordance with these T&C.

2.1.3 not to make available the GVS PiLOT user or password details to any person other than the institution members, without prior written consent from GVS.

2.2 GVS reserves the right to disable any user password details, whether chosen by the Licensee or allocated by the Licensor, at any time if, in GVS reasonable opinion, the Licensee has failed to comply with any of the provisions of these T&C.

2.3. GVS will hold the Licensee's Confidential Information in strict confidence; and except as expressly authorized by these T&C, not disclose, copy, transfer or allow access to the Confidential Information.

### **3. INTELLECTUAL PROPERTY RIGHTS**

3.1 The Customer acknowledges that is not being granted any ownership or property rights, including but not limited to the content, structure, organization, design, algorithms, methods, templates, data models, data structures, flow charts, logic flow, and screen displays associated therewith.

### **4. LIMITED WARRANTY**

4.1 The Licensor warrants that GVS PiLOT will, when properly accessed, perform and operate correctly in accordance with the instructions given by the Licensor for the Trial Period.

4.2 If, within the Warranty Period, the Licensee notifies the Licensor in writing of any defect or fault in GVS PiLOT as a result of which it fails to perform substantially GVS will, at its sole option, provided that the Licensee makes available all the information that may be necessary to assist GVS in resolving the defect or fault, supply the required technical assistance.

4.3 The above-mentioned warranty does not apply if the defect or fault in GVS PiLOT results from the Licensee having used it in breach of these T&C.

4.4 The Licensee acknowledges that the GVS product may not be free of errors or bugs and agrees that the existence of errors shall not constitute a breach of these T&C by the Licensor.

4.5 GVS gives no warranty except as set out above. All implied warranties and conditions are excluded to the extent permissible by Law. In particular, the learning and development skills provided by the study and interactive use of the i-GVS content is not intended to constitute a full and definitive statement of all relevant and required matters relating to the subject being studied. GVS does not qualify a user as a proficient to carry out the job activities covered by the i-GVS content. GVS thus have no liability in respect of any claims arising from a GVS PiLOT user carrying out activities as those illustrated or simulated following the instructions given by the Licensor.

### **5. LIMITATION OF LIABILITY**

5.1 The Customer acknowledges that the i-GVS content available via GVS PiLOT teaches theory and therefore, GVS does not assume any legal liability arising from an incorrect application into practice of the theoretical contents by the Training Provider or its members.

5.2 The Customer acknowledges that GVS PiLOT has not been developed to meet its individual requirements and that, it is therefore its responsibility to ensure that the features and functions of GVS PiLOT, in accordance with the instructions given by the Licensor, meet the Licensee's requirements.

5.3 GVS shall not, under any circumstances, be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in

connection with these T&C for: loss of profits, sales, business, or revenue; business interruption; loss of anticipated savings; loss or corruption of data or information; loss of business opportunity, goodwill or reputation; or any indirect or consequential loss or damage.

5.4 Nothing in these T&C shall limit or exclude GVS liability that cannot be excluded or limited by English Law.

5.6 These T&C set out the full extent of GVS obligations and liabilities in respect of the supply of the GVS product. Except as expressly stated in these T&C, there are no conditions, warranties, representations or other terms, express or implied, that are binding on GVS. Any condition, warranty, representation or other term concerning the supply of the GVS product which might otherwise be implied into, or incorporated in, these T&C whether by statute, common law or otherwise, is excluded to the fullest extent permitted by Law.

## **6. COMMENCEMENT AND DURATION**

6.1. The Trial Period shall be deemed to have commenced upon the date that the GVS product is accepted by the Customer and shall continue for a period of sixty (60) days unless terminated by either party.

6.2. By accepting the GVS product, accessing or using the service, the Customer agrees to be bound by all terms, conditions, notices contained or referenced in these T&C.

## **6. TERMINATION**

6.1 GVS may terminate the licence agreement resulting from these T&C immediately by written notice to the Customer if the Customer commits a material or persistent breach of its terms which the Customer fails to remedy (if remediable) within 5 (five) days after the service on the Customer of written notice requiring the Customer to do so.

6.2 Upon termination for any reason, the Customer user password details will expire and therefore it will not be able to access GVS PiLOT.

## **7. NOTICES**

7.1 If the Customer wishes to contact GVS in writing, or if any condition in these T&C requires to give GVS notice in writing, the Customer can send this to GVS by e-mail (info@i-gvs.com) or by post at GVS registered office. GVS will confirm receipt of this by contacting the Customer in writing, either by e-mail or by post.

7.2 Any notice given by the Customer to GVS, or by GVS to the Customer, will be deemed received and properly served 24 hours after an e-mail is sent, or 3 days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to show a proof of delivery.

## **8. GENERAL**

8.1 The Licensor may transfer its rights and obligations under these T&C to another organisation, but this will not affect the Licensee's rights or obligations under these T&C.

8.2 The Licensee shall not transfer its rights or obligations under these T&C.

8.3 These T&C and any document expressly referred to them constitute the entire legal agreement between the parties and supersede and extinguish all previous agreements or statements, whether written or oral, relating to their subject matter. The Licensee agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these T&C or any document expressly referred to in them. The Licensee agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these T&C or any document expressly referred to in them.

8.4 If GVS fails to insist that the Customer performs any of the Customer obligations under these T&C, or if GVS does not enforce its rights against the Customer, or if GVS delays in doing so, that will not mean that GVS has waived its rights against the Customer and will

not mean that the Customer does not have to comply with those obligations. If GVS does waive a default by the Customer, this will be done in writing, and that will not mean that GVS will automatically waive any later default by the Customer.

8.5 Each of the terms and conditions of this document operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

#### **9. GOVERNING LAW, JURISDICTION AND COMMENCEMENT DATE**

9.1 Except as otherwise provided by convention or applicable law, these T&C and any dispute or claim arising out of or in connection with or their subject matter or their formation (and any non-contractual disputes or claims) are governed by the Law of England.

9.2 Without prejudice to the provision of current regulations, the parties hereby agree to the exclusive jurisdiction of the Courts of England to settle any dispute or claim arising out of these T&C or in connection with or their subject matter or their formation (and any non-contractual disputes or claims).