

## WEBSITE TERMS AND CONDITIONS

These terms and conditions apply between you, the Customer ('Customer'), and Atlas Knowledge Limited ('Atlas', which forms part of the Atlas Knowledge Group), the provider of the Software and the owner of this Website. Your agreement to comply with and be bound by these terms and conditions and the grant of any and all licenses required, is deemed to occur upon your acceptance of these terms and conditions.

### 1. DEFINITIONS AND INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

**Account:** shall mean collectively the personal information and/or payment information and credentials used by the Customer to access the Software through the Website.

**Agreement:** shall mean the binding agreement that shall come into effect between the Customer and Atlas, following the Customer's acceptance of these terms and conditions and which shall incorporate these terms and conditions.

**Confidential Information:** shall mean information of commercial value, in whatever form or medium, which has been kept confidential by the Party from whom the information originates and which has not come into the public domain during the term of this Agreement in breach of any obligation of confidence, including information relating to commercial or technical know-how, technology, information pertaining to business operations and strategies and information pertaining to pricing and marketing.

**Content:** shall mean the design, layout graphics, screen shots, audio content, media content, text, software, data compilations and any other form of information capable of being stored in a computer, that appears on, or forms part of the Website.

**Fee:** shall mean the sum of money paid by the Customer to keep their Account active and to enable them to access the Software.

**Intellectual Property Rights:** shall mean patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

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**Licence Term:** shall have the same meaning as described in clause 3.1.

**Party:** shall mean either Atlas or the Customer and collectively as 'Parties'.

**Software:** shall mean the e-Learning Courses listed in the Website which are acquired by the Customer during the subsistence of this Agreement.

**Website:** means the Atlas website on which these terms and conditions appear and any sub-domains of that website unless expressly excluded by their own terms and conditions.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.3 Unless the context otherwise requires:

- (a) Words in the singular shall include the plural and in the plural shall include the singular;
- (b) A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time or it is in force as of the date of this Agreement;
- (c) A reference to one gender shall include a reference to the other genders; and
- (d) Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.4 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.

1.5 References to clauses are to the clauses of this Agreement.

## 2. PURCHASING SOFTWARE

Orders should be created and submitted online via the Website. Once the Customer has clicked on the order button, Atlas will treat the order as an offer by the Customer to purchase the Software subject to these terms and conditions. Atlas will then send an acknowledgement and e-mail receipt of the order, detailing the Software being purchased and the number of individual units of each product that has been ordered. This is not an acceptance of the order, and Atlas reserves the right to refuse an order.

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### 3. LICENCE

- 3.1 In consideration of the Fee paid by the Customer to Atlas, and subject to the terms of this Agreement, Atlas grants to the Customer a non-transferrable, non-exclusive licence for access to the Software for a term of twelve (12) months from the acceptance of this Agreement ('Licence Term').
- 3.2 The Software may contain links to and/or images from third party external websites. Atlas has no control over the content of these third party websites and the links shall in no way be construed as a recommendation or an endorsement of views expressed therein. The Customer agrees that Atlas shall assume no responsibility, whether directly or indirectly, for any loss, damage, expense or costs incurred by the Customer caused by its use of or reliance on the content of such third party websites.
- 3.3 The Customer shall not:
- (a) sub-licence, assign, sub-contract or novate the benefit or burden of this Agreement in whole or in part; and/or
  - (b) allow the Software to become the subject of any charge, lien or encumbrance.
- 3.4 Atlas may at any time sub-licence, sub-contract, assign, novate, charge or deal in any other manner with any or all of its rights and obligations under this Agreement.
- 3.5 Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

### 4. FEES AND CHARGES

- 4.1 The Customer shall pay to Atlas the Fee in the amount and manner as specified on the Website.
- 4.2 All sums payable under this Agreement are exclusive of VAT or any relevant local taxes (sales or otherwise), for which the Customer shall be responsible.

### 5. CONFIDENTIALITY AND PUBLICITY

- 5.1 The Customer shall treat as confidential all Confidential Information of Atlas contained or embodied in the Software.
- 5.2 This clause 5 shall remain in full force and effect, despite any termination of this Agreement.

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## 6. LIMITS OF LIABILITY

- (a) Atlas shall not in any circumstances have any liability for any losses, claims, expenses, liabilities or damages which may be suffered by the Customer (or any person claiming under or through the Customer), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever.
- (b) Atlas makes no warranty or representation that the Website or the Software will meet Customer's requirements, that they will be of satisfactory quality, that they will be fit for a particular purpose, that they will not infringe the rights of third parties, that they will be compatible with all systems, or that they will be secure.
- (c) The Website and the Software are provided "as is" and on an "as available" basis. Atlas gives no warranty that the Website or the Software will be free of defects and/or faults. To the maximum extent permitted by law, Atlas provides no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.
- (d) Atlas accepts no liability for any disruption or non-availability of the Website or the Software resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

## 7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 All Software and Content included on the Website, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of Atlas, its affiliates or other relevant third parties. By accepting these terms and conditions the Customer acknowledges that such material is protected by Intellectual Property Rights.
- 7.2 Customers may not reproduce, copy, distribute, store or in any other fashion re-use Software or Content from the Website unless given express written permission to do so by Atlas. In addition, they are not permitted to rent, lease, sub-licence, loan, copy, modify, adapt, merge, translate, reverse engineer, decompile, disassemble or create derivative works based on, the whole or any part of the Content.

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## 8. TERMINATION

- 8.1 Following expiry of the Licence Term, this Agreement shall automatically terminate.
- 8.2 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.
- 8.3 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.
- 8.4 On termination for any reason, all rights granted to the Customer under this Agreement shall cease.

## 9. WAIVER

No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## 10 ENTIRE AGREEMENT

- 10.1 This Agreement and any other necessary documents referred to herein contain the whole Agreement between the Parties relating to the subject matter hereof and supersede all prior agreements, arrangements and understandings between the Parties relating to that subject matter.
- 10.2 Each Party acknowledges that, in entering into this Agreement and the documents referred to in it or annexed to it, it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a Party to this Agreement or not) (Representation) other than as expressly set out in this Agreement.

## 11. VARIATION

No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

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## 12. SEVERANCE

12.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

12.2 If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

## 13. THIRD-PARTY RIGHTS

This Agreement does not confer any rights on any person or party (other than the Parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

## 14. NO PARTNERSHIP OR AGENCY

Nothing in this Agreement is intended to or shall operate to create a partnership between the Parties, or authorise either Party to act as agent for the other, and neither Party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

## 15. FORCE MAJEURE

Atlas shall have no liability to the Customer under this Agreement, if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Atlas or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

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## 16. GOVERNING LAW AND JURISDICTION

16.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

16.2 The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

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