

## WEBSITE TERMS AND CONDITIONS

### 1 Effective date

These Terms and Conditions are effective as of 3 April 2017.

### 2 Definitions

“Eukleia”, “we”, “our” and “us” means Eukleia Training Limited, a company incorporated in England & Wales (company registration number 05312722, VAT registration number GB852637510) and having its registered office at 52 Old Steine, Brighton, East Sussex, BN1 1NH, United Kingdom and whose principal place of business is at Sherborne House, 119-122 Cannon Street, London EC4N 5AX, United Kingdom;

“The Client”, “you” and “your” means any visitor to the Website or purchaser of the Product;

“Charges” means the total fees payable for the Product;

“Commencement Date” means the date on which Users are provided with login details to allow access to the Product;

“Intellectual Property Rights” means any current or future intellectual property rights including: copyright, database rights, patents, utility models, domain names, rights in logos and get-up, inventions, all rights in computer software and data, design rights, trade marks (whether registered or unregistered), information of a confidential nature, know-how and all other forms of protection of a similar nature existing in any jurisdiction, and all rights to apply for the same and all renewals, reversions or extensions;

“Personal Information” means any information from which a living individual can be identified and which is provided to us in the course of providing the Product;

“Website” means the website operated by us and available at [www.eukleia-training.com](http://www.eukleia-training.com);

"Learning Management System" ("LMS") means the system which is used to deliver the Product, and the software which allows the usage of the Product to be tracked, and which is accessed at [onlinecourses.eukleia-training.com](http://onlinecourses.eukleia-training.com) ;

“Product” means the training services and information and other products to be supplied by Eukleia under these terms and conditions;

“Sales Order” means the details of Products to be supplied and the applicable Charges for those Products as confirmed by the Client when placing an order via the Website.

“User” means an employee, affiliate or contractor of the Client who has access to the Product in accordance with these Terms and Conditions;

### 3 Website Terms

- 3.1 If you continue to browse and use this Website you accept the following terms and conditions of use, which, together with our privacy policy, govern Eukleia's relationship with you in respect of this Website. If you do not wish to accept the terms and conditions you should not continue to use this Website.
- 3.2 By accessing this Website, you warrant and represent to Eukleia that you are legally entitled to do so and to make use of information made available via the Website.
- 3.3 Eukleia may revise these Terms and Conditions at any time by updating this document and you should check this Website from time to time to review the current terms and conditions as they are binding on you.
- 3.4 When you visit the Website or send e-mails to us, you are communicating with us electronically. We communicate with you by e-mail or by posting notices on the Website. For contractual purposes, you consent to receive communications from us electronically and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.
- 3.5 You can contact Eukleia in the following ways;
- by email to [info@eukleia-training.com](mailto:info@eukleia-training.com)
  - by telephone at +44 (0)20 7220 4050
  - by post to Eukleia training Limited, Sherborne House, 119-121 Cannon Street, London, EC4N 5AX United Kingdom
  - by fax at +44 (0)20 7220 4051

### 4 Usage of Website

- 4.1 The content of the pages of this Website is for your general information and use only. It is subject to change without notice.
- 4.2 Neither Eukleia nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this Website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- 4.3 Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
- 4.4 All trademarks reproduced in this Website, which are not the property of, or licensed to the operator, are acknowledged on the Website.
- 4.5 Unauthorised use of this Website may give rise to a claim for damages and/or be a criminal offence.
- 4.6 From time to time, this Website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

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- 4.7 Your use of this Website and any dispute arising out of such use of the Website is subject to the laws of England, Northern Ireland, Scotland and Wales.
- 4.8 You acknowledge and agree that the entire content, design and the selection and arrangement of the content and material contained in this site, including but not limited to text, software (including applets), music, sound, photographs, graphics, video, page layout, newsletters sent by E-mail (collectively, the "Website Content") is protected by copyrights, trade marks, service marks, patents, or other proprietary rights and laws. You acknowledge and agree that you are permitted to use this material and information only on the bases expressly set out below and any use such as but not limited to: copying, reproducing, transmitting, distributing, or creating derivative works of such content or information is prohibited without the prior express written authorisation of Eukleia.
- 4.9 All Website Content on the Website remains the property of Eukleia or its licensors. You may retrieve and display Website Content on a computer screen, personal digital assistant, smartphone or other internet enabled, print individual pages on paper (but not photocopy them) and store such pages in electronic form on disk or on your mobile telephone (but not on any server or other storage device connected to a network) for your personal, non-commercial use.
- 4.10 Except as expressly set out above, you may not reproduce, modify, store, archive or in any way commercially exploit any of the Website Content. In particular, but without limiting the general application of the restrictions contained in the preceding sentence, you may not do any of the following without prior written permission from Eukleia (and neither may you allow a third party to do any of the same):
- 4.10.1 redistribute any of the Website Content (including by using it as part of any library, archive or similar service);
  - 4.10.2 remove the copyright or trade mark notice from any copies of Website Content made under these Terms and Conditions;
- 4.11 Requests to republish or redistribute Website Content should be addressed to Eukleia at [info@eukleia-training.com](mailto:info@eukleia-training.com)
- 4.12 If you would like to link to the Website, please read and comply with the following guidelines and all applicable laws. A web site that links to the Website;
- may link to, but not replicate, the Website Content;
  - must not create a frame or any other browser or border environment around the Website Content;
  - must not in any way imply that Eukleia is endorsing it or its products or services;
  - must not misrepresent its relationship with Eukleia;
  - must not present false information about Eukleia;
  - must not use any Eukleia logos, or trademarks displayed on the Website without permission from Eukleia;
  - must not be a web site that infringes any Intellectual Property Rights or other right of any person or that otherwise does not comply with all relevant laws and regulations;
  - must not be a web site that contains content that could be construed as distasteful, offensive or controversial.
- 4.13 Eukleia expressly reserves the right to request that any link in breach of these Terms be removed and to take whatever other action it deems appropriate. Any other rights not expressly granted in these Terms are reserved to Eukleia.
- 4.14 The Site and its services contain links to other web sites provided by independent third parties ("Third Party Sites"), either directly or through frames. Where possible, Eukleia will make clear where such links are being made, though Third Party Sites

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may be co-branded with Eukleia and so include Eukleia's trade mark. Eukleia is not responsible for the availability or content of Third Party Sites and will not be a party to, or in any way responsible for, any transaction concerning goods or services available from such Third Party Sites. If you use the Website to purchase products or services from Eukleia's third party partners, your contract for such products or services will be with the third party partner and not with Eukleia.

- 4.15 Cookies: A cookie is a small text file written to your hard drive that contains information about your account on this Website. Cookies do not contain any Personal Information about users. Once you close your web browser, the cookie simply terminates. We may use cookies so that we can personalise your experience of the Website. If you set up your browser to reject the cookie, you may still use the Website, however you may be requested to log in repeatedly to access some of the content or features available.

## 5 Grant of Licence

- 5.1 All rights, title and interest (including, without limitation, Intellectual Property Rights, source code) in the Product shall belong to and shall remain vested in Eukleia. The Client acquires no rights in the Product except where expressly granted in these Terms and Conditions.
- 5.2 Upon and subject to these Terms and Conditions and in consideration of payment of the Licence Fee in accordance with Clause 6 below, Eukleia hereby grants to the Client a non-transferable, worldwide sole licence to install one copy of the Product on the LMS (the "Licence"). The Client may transmit the Product through the LMS to any number of Users up to, but not exceeding, the number of Users as specified in the Sales Order
- 5.3 The Licence is valid for a period of 12 months from the Commencement Date ("the Licence Period") unless otherwise specified on the Sales Order.
- 5.4 Removal of Product. From time to time, there may be serious cases of breach of this License or other legal documents regarding the Product, or other serious legal cases (such as law enforcement or court action). In that situation, Eukleia reserve the right to require that the relevant Product is removed from any computer or other equipment under the Client's control and the Client agrees to comply promptly with such requirement.

## 6 Charges

- 6.1 You agree to pay us the Charges set out in the Sales Order. All Charges are exclusive of any applicable sales taxes, VAT or other duties, which shall be paid by the Client.
- 6.2 Except as set out in these Terms and Conditions, the charges paid for the Product are non-refundable.
- 6.3 Payment must be made in full via credit card upon placing the order or within 30 days of receiving a valid invoice unless otherwise agreed. Eukleia reserves the right to

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charge the Client interest in respect of the late payment of any sum due under these Terms and Conditions(as well after as before judgment) at the rate of 2% per cent per annum above the base rate from time to time of Barclays Bank plc from the due date therefore until payment.

### 7 Payment

7.1 Payment of the Charges can be made by credit or debit card or by invoicing.

7.2 Payment by Credit Card / Debit Card;

7.2.1 Credit/debit card payments are made through a secure payment system. A confirmation email will be sent to the purchaser setting out the delivery terms for the product or services purchased.

7.2.2 An order registration will be sent to the email address you gave during the purchasing process and will set out the order reference, the product/service purchased, the price, and if applicable, the taxes and VAT paid.

7.2.3 A confirmation email will be sent to the email address you gave during the purchasing process. This will set out the order reference, details of how to contact us and how to access technical help, your user id and password, confirmation of activation and stating the Licence Period.

7.3 Payment by invoice

7.3.1 An invoice will be sent to the billing address given during the purchase process.

7.3.2 An order registration will be sent to the email address you gave during the purchasing process and will set out the order reference, the product/service purchased, the price, and if applicable, the taxes and VAT payable.

7.3.3 Once we have received payment, a confirmation email will be sent to the email address you gave during the purchasing process. This will set out the order reference, details of how to contact us and how to access technical help, your user id and password, confirmation of activation and stating the Licence Period.

## 8 Cancellation and Refunds

- 8.1 When you have made a purchase on the Website, you have the right to cancel your order within 7 days of purchase, except that where the services are provided within 7 days of the order being accepted, your right to cancel ceases once provision of the services starts. We aim to provide services as promptly as possible. You accept that the services will often be provided shortly after the order is accepted and as a result you may only have a short period, if any, in which to cancel an order.
- 8.2 You will be entitled to receive a refund if you cancel your order within 7 days and have purchased a Licence for a Product but have not yet activated it by entering the user name and password as supplied. Once you or any User has entered the user name and password and activated the Product, the services are deemed to have been provided and no cancellation or refund will be permitted.
- 8.3 You can cancel any goods you order via the Website within 7 days of receipt of the goods, unless the goods are ones which were clearly personalised to your requirements, by their nature cannot be returned, or are otherwise goods for which no right of cancellation exists under the Consumer Protection (Distance Selling) Regulations 2000.
- 8.4 All requests for refunds must be made either;
- 8.4.1 by email to [info@eukleia-training.com](mailto:info@eukleia-training.com) stating "refund application" in the subject line and quoting your order number or;
  - 8.4.2 in writing by quoting your order number to Finance Department, Eukleia Training, Sherborne House, 119-121 Cannon Street, London, EC4N 5AX, United Kingdom.
- 8.5 Where you cancel an order in accordance with these terms and conditions, we will refund to you any sums paid for that order within 30 days of receipt of your cancellation. We may deduct any direct costs we incur in recovering any goods delivered under an order which is then cancelled.

## 9 Use of the Product

- 9.1 We will provide you with the Product with due skill and care.
- 9.2 The Licence allows the following use:
- (a) You may:
    - (i) display the Product via the LMS during the Licence Period;
    - (ii) print or otherwise store electronically up to 5 copies of the Product for the sole purpose of recordkeeping during the license period. These copies can be held for recordkeeping purposes in perpetuity;
  - (b) Each User may:
    - (i) display the Product via the LMS for their own personal use for training purposes during the Licence Period;
    - (ii) print the Product for their own personal use during the Licence Period;

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- 9.3 Any copy of the Product shall in all respects be subject to these Terms and Conditions
- 9.4 For the avoidance of doubt, you must not and will use best endeavours to procure that each User does not:
- (a) download, store, reproduce, transmit, display (including without limitation display on any intranet or extranet site), copy, distribute or use the Product other than in accordance with clause 9.2 above;
  - (b) sub-license, rent, lease, transfer or attempt to assign the rights in the Product to any other person;
  - (c) alter or remove any copyright notices or other notices indicating the proprietary ownership by us or any third party of any Intellectual Property Rights in the Product ;
  - (d) at any time do or permit to be done anything which shall adversely affect our right, title or interest in the Product;
  - (e) use the Product in any manner except as expressly permitted,;
  - (f) reproduce, modify, or in any way commercially exploit any of the Product.
- 9.5 Although the Website may be accessible worldwide, those who choose to access the Website in locations outside the United Kingdom do so at their own initiative and are responsible for compliance with local laws.
- 9.6 The Website and the Product are for educational purposes only. They are intended as a guide and do not act as a substitute for the primary legislation or regulatory or other publications. The Product does not constitute, nor displace the need for, legal advice. It is, therefore, your responsibility to check that the Product meets your particular requirements and seek appropriate professional advice.

## 10 Warranty and disclaimer

- 10.1 Except as expressly stated herein, the Website and the Product are provided on an "as is" basis only. Accordingly and to the maximum extent permitted by applicable law, Eukleia hereby disclaims all warranties and conditions, whether express, implied or statutory, regarding the Website and the Product, including, but not limited to, any warranty of merchantability, satisfactory quality or fitness for a particular purpose. In particular (but without prejudice to the generality of the foregoing) we will not be responsible or liable:
- 10.1.1 if you rely on the Website or the Product without obtaining appropriate advice;
  - 10.1.2 for any alterations made by you to the Product ;
  - 10.1.3 for the acts or omissions of other providers (including, but not limited to, the LMS provider) of hardware, software, telecommunication services or for faults in or failures of any of their apparatus or equipment;
- 10.2 The entire risk as to use and performance of the Website and the Product or the information therein or derived therefrom is with the Client. Accordingly, Eukleia does not warrant that the Product will meet your legal, regulatory or other requirements.
- 10.3 Although care is taken to ensure the accuracy of the information contained in the Website and the Product, the information is provided without any representation or warranty as to its accuracy, currency or completeness and in no event shall we be liable in connection with the use of the information unless otherwise stated.

## 11 Limit of Liability

- 11.1 The following provisions set out Eukleia's entire liability (including any liability for the acts and omissions of its employees, agents and sub-contractors) to the Client in respect of:
- 11.1.1 any breach of its contractual obligations arising under these Terms and Conditions; and
  - 11.1.2 any representation statement or tortious act or omission including negligence arising under or in connection with these Terms and Conditions.
- 11.2 Eukleia does not exclude or limit its liability to the Client for:-
- 11.2.1 personal injury (including sickness and death) to the extent that such injury results from the negligence or wilful default of itself, its servants, agents or sub-contractors; or
  - 11.2.2 any breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982; or
  - 11.2.3 fraudulent misrepresentation.
- 11.3 In no event shall Eukleia's liability under this Agreement exceed the total Charges paid to Eukleia by the Client under this Agreement in any 12 month period immediately preceding the event in relation to which liability arises.
- 11.4 We shall not be liable for any indirect, incidental, special, reliance, or consequential or other damages including, without limitation, damages for lost profits, goodwill, anticipated savings, wasted management time, loss of data, or costs of procurement of substitute goods or services arising in any way out of this Agreement or from use of the Product or related materials.
- 11.5 Indemnity. You agree on demand to indemnify and hold harmless Eukleia and its officers, directors, employees and agents (and keep them indemnified and held harmless) on demand from and against any and all damages, claims, suits, actions, judgments and costs (including legal fees and costs) and expenses whatsoever arising out of your use of the Product, including your material breach of these Terms and Conditions.

## 12 Intellectual Property

- 12.1 The Product is protected by international copyright laws and other Intellectual Property Rights. All Intellectual Property Rights in the Product will remain at all times our property and the Client acknowledges that it obtains no Intellectual Property Rights in the Product whatsoever.

## 13 Data Protection

- 13.1 We will only process Personal Information for the purposes of providing you with the Product. The following applies to any information you provide to us, for example in completing the Sales Order.
- 13.2 You authorise us and you shall procure that we are authorised to use, store or otherwise process any Personal Information which relates to and/or identifies you

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and/or your employees, including but not limited to your name and address or the names and addresses of your employees, to the extent reasonably necessary to provide the Product. If you or your employees send us personal correspondence such as e-mails or letters then we may collect this information into a file specific to you (together, the various purposes set out in this paragraph and in our privacy policy shall be known as the "Purposes"). All such information collected by us shall be referred to in these Terms and Conditions as "Personal Information".

- 13.3 You must ensure and, where relevant, procure that your employees ensure that the Personal Information provided to us is accurate and complete and that all registration details (where applicable) contain the correct name(s), address(es) and other requested details. For more information about how we deal with the Personal Information, please read our Privacy Policy.
- 13.4 The Eukleia Training Privacy Policy forms part of these Terms and Conditions. The Privacy Policy can be found on the Website.
- 13.5 By accepting these terms and conditions, you agree and, where relevant, shall procure that your employees agree to the processing and disclosure of the Personal Information for the Purposes. You also agree and, where relevant, shall procure that your employees also agree that the Purposes may be amended to include other uses or disclosures of Personal Information following notification by means of a notice on our Website, which should be checked regularly. If you or, where relevant, your employees would like to review or modify any part of the Personal Information which we hold relating to you or your employees then an email should be sent to [info@eukleia-training.com](mailto:info@eukleia-training.com).
- 13.6 We have in place and will maintain for the duration of these Terms and Conditions appropriate technical and organisational measures against the accidental, unauthorised or unlawful processing, destruction, or disclosure of Personal Information and adequate security programmes and procedures to ensure that unauthorised persons do not have access to any equipment used to process Personal Information.

## 14 Confidentiality

- 14.1 Save as is otherwise required by law or any regulatory authority, each party undertakes to the other that during the term of these Terms and Conditions, and thereafter, it will keep secret and will not, without the prior written consent of the other party, disclose to any third party any confidential information relating to the business or affairs of such other party or any other information declared in writing by either party as being confidential ("Confidential Information") learned by the recipient party or disclosed to the recipient party by such other party pursuant to or otherwise in connection with these Terms and Conditions.
- 14.2 Clause 14.1 shall not apply to any such Confidential Information which (otherwise than by breach of these Terms and Conditions) is in the public domain or subsequently comes lawfully into the possession of the recipient party from a third party without the imposition of any duty of confidentiality by such third party.
- 14.3 Upon written demand from either party, any Confidential Information shall be returned to the originator of the information including all copies thereof or confirmed in writing that, save as required by law or regulation, it has been destroyed.
- 14.4 To the extent that it is necessary to implement the provisions of these Terms and Conditions the recipient party may disclose Confidential Information to its employees, agents or sub-contractors as may reasonably be necessary provided that before any such disclosure the recipient party shall make such persons aware of their obligations of confidentiality under these Terms and Conditions and shall at all times procure compliance with such obligations of confidentiality.

## 15 Term and Termination

- 15.1 Eukleia, at its own option, shall be entitled to suspend or terminate, the Licence upon the occurrence of any material breach or default by the Client of any of the Client's obligations under these Terms and Conditions. If the Client's breach or default is of a nature which may be cured by the Client, then Eukleia may exercise its right to terminate the Licence only if such breach or default continues uncured for a period of thirty (30) days following the Client's receipt of written notice of such breach or default.
- 15.2 If we suspend the Licence for contravention of any of the term of these terms and condition we will not restore it until we receive an acceptable assurance from you that there will be no further contravention.
- 15.3 If you are notified of termination of your rights of use under Clause 15.1, you must pay to us immediately, all charges, which are due to us under these Terms and Conditions and must immediately destroy all of your copies of the Product. In these circumstances you will not be entitled to any refund.
- 15.4 You will continue to be liable to pay all charges due for the Product during any period in which you fail to comply with the terms of these Terms and Conditions, including for any period when the Product is suspended.
- 15.5 On termination of these Terms and Conditions for any reason whatsoever, each party shall return to the other party all property belonging to the other party then in its possession, including without limitation Personal Information.

## 16 General

- 16.1 We may assign, novate or subcontract any or all of our rights and obligations under these Terms and Conditions at any time.
- 16.2 These Terms and Conditions, together with the Privacy Policy, the Sales Order and any payment method instructions represent the entire terms agreed between us in relation to its subject matter and supersedes all previous contracts or arrangements (including any proposals) between us relating to its subject matter. You agree that in entering into this agreement you are not relying on any representations made by us that are not set out in these Terms and Conditions.
- 16.3 Failure by either party to exercise any right or remedy under these Terms and Conditions does not constitute a waiver of that right or remedy.
- 16.4 If any part of these Terms and Conditions is found to be illegal, invalid or unenforceable by any court with competent jurisdiction such illegality, invalidity or unenforceability will not affect the other provisions of the Terms and Conditions and such other provisions will remain in full force and effect.
- 16.5 We will not be liable for failure to perform these Terms and Conditions because of something beyond our reasonable control including but not limited to technical failure, lightning, flood, or exceptionally severe weather, fire or explosion, civil disorder, war, or military operations, natural or local emergency, anything done by government or other competent authority or industrial disputes of any kind (including those involving our employees).
- 16.6 These Terms and Conditions are not intended to benefit anyone other than the parties to it and, in particular, no term shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.
- 16.7 No remedy conferred by any provisions of these Terms and Conditions is intended to be exclusive of any other remedy and each and every such remedy will be cumulative and will be in addition to every other remedy given under this Agreement or now or hereafter existing in law or in equity or by statute or otherwise.
- 16.8 These Terms and Conditions are governed by English Law and you and we submit to the non-exclusive jurisdiction of the English courts.
- 16.9 We are not authorised to conduct regulated activities in the UK or any other jurisdictions. You agree that you will not use the Product in such a way that either you or we will be conducting unauthorised regulated activities or otherwise act in contravention of any of the provisions of the Financial Services and Markets Act 2000 (as amended or superseded from time to time).

## 17 Notices

- 17.1 All notices shall be given:
- to us via email at [info@eukleia-training.com](mailto:info@eukleia-training.com); or by post to Commercial Director, Eukleia Training Limited, Sherborne House, 119-121 Cannon Street, London EC4N 5AX, United Kingdom ; or
  - to you at either the e-mail or postal address you provide during any application process unless otherwise notified to us.

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Notice will be deemed received when an email is received in full (or else on the next business day if it is received on a weekend or a public holiday in the place of receipt) or 3 days after the date of posting.

**The parties agree to be bound by these Terms and Conditions.**