

Webinar terms and conditions

This Agreement is made on between:

- (1) DeLever Limited, company number 04304619, registered office 56 Dewlands, Oakley, Bedfordshire, MK43 7RN ('the Supplier'); and
- (2) you the ('the Customer').

Purpose Of This Agreement

The Customer wishes to employ the services of the Supplier to provide webinar services in relation to the recorded subject streams of approximately 1.0 to 1.5 hours seminars which are valid for 12 months from the date they are first released online. In accepting the services, the Customer agrees to be bound by the terms and conditions contained in this Agreement (the "Agreement").

Now it is agreed as follows:

1. Definitions

In this Agreement the following terms shall have the following meanings:

'Authorised users' are employees and or members of the Customer(s) accessing the webinar event and webinar materials authorised by the Customer and Supplier who have paid a fee;

'Commencement date' means the date that the fee is paid.

'Fee' means the fees charged by the Supplier in relation to the provision of the webinar event and webinar materials;

'Services' means jointly the webinar event and webinar materials provided to the authorised user;

'Subscription period' means a period of 30 days or 6 months depending on the purchase option selected;

'Webinar events' means the recorded subject streams of approximately 1.0 to 1.5 hours online seminars to commence on the commencement date and to continue for the subscription period.

'Webinar materials' means all course manuals and e-learning products, question banks, course notes and any other materials supporting the webinar events written by the Supplier or its third-party Suppliers as detailed in schedule 1 to be supplied to the authorised users on payment of the fee.

2. Commencement

2.1 This Agreement starts on the commencement date and shall remain in force for the subscription period (subject to the terms of this Agreement).

3. Fees

The Customer shall pay the Supplier the agreed fee inclusive of VAT and fees per webinar event per authorised user. The Customer shall pay the fee to the Supplier prior to each webinar event.

4. Licence

4.1 Subject to any additional terms (as defined below) which may apply for specific materials and payment of the fee, the Supplier grants an authorised user a non-exclusive, non-transferable, single licence to access and use the webinar materials. (Multi-viewer licences are available upon request)

4.3 Except as specifically provided in sections 4.1, the authorised user is otherwise prohibited from downloading, storing, reproducing, transmitting, displaying, printing, copying, distributing, or using the webinar materials. All access to and use of the services via mechanical, programmatic, robotic, scripted or any other automated means not provided as part of the services is strictly prohibited.

4.4 All right, title, and interest (including all copyrights and other intellectual property rights) in the services (in both print and machine-readable forms) belong to the Supplier or its third-party Suppliers. The Customer and or the authorised user acquires no ownership of copyright or other intellectual property rights or proprietary interest in the services, or copies thereof.

4.5 Except as specifically provided herein, the Customer and or the authorised user may not use the services in any fashion that infringes the copyright or proprietary interests therein.

4.6 The Customer and or authorised user may not remove or obscure the copyright notice or other notices contained in the services.

5. Access to services

5.1 Only Customer's authorised users authorised by both the Supplier and the Customer shall be entitled to access and use the services.

5.2 Content and features may be added to or withdrawn from the services and the services otherwise changed without notice.

5.3 The Customer must ensure that each person having access to the services and webinar materials: (a) is an authorised user; and (b) is using those services only in accordance with this Agreement

5.4 It is an express term of this Agreement that the Customer advises the Supplier how many authorised users shall be accessing the webinar event and the webinar materials. The fee shall be based on the number of authorised users. In the event that the number changes the Customer shall immediately notify the Supplier of the same and pay the Supplier the additional amount due. In the event that the Customer fails to notify the Supplier of the correct number of authorised users the Supplier shall be entitled to treat such failure as a material breach of contract and terminate this Agreement immediately and pursue the Customer for all the Supplier's direct and consequential losses arising from the Customer's breach of contract including the Supplier's legal fees. On the other hand, individual

authorised users shall send a separate email containing the requirements to hello@delever.com in order to process the order.

5.5 The Supplier will provide the Customer a link to access the webinar event.

5.6 All reasonable efforts will be made to ensure that the webinar event/s take place on the advertised date and time. In the event that the webinar event does not take place, an alternative date/time will be scheduled or a recorded version offered. The Supplier reserves the right to substitute speakers and or where events beyond its reasonable control prevent speakers from appearing.

5.7 The Customer consents to the Supplier monitoring the authorised users that access the webinar event, including the number of computers and their IP addresses to ensure that the links have not been distributed beyond those authorised users.

5.8 The Customer may substitute an authorised user to view the webinar event at any time and at no extra cost, on the condition that: (a) the Customer does so in writing to hello@delever.com ; (b) the Customer/ authorised user has not yet registered via the technology provider webinar database, thus activating their email address for the webinar event.

5.9 The Customer may select an alternative webinar event to replace one which has been cancelled, at no extra cost, on the condition that; (a) they do so in writing to hello@delever.com ; (b) they have not yet registered via the technology provider webinar database, thus activating their email address for the webinar.

6. Termination by Supplier

6.1 the Supplier may by written notice terminate this Agreement or suspend its performance of all or any of its obligations under it immediately and without liability for compensation or damages if: (a) the Customer/ authorised user fails to comply with any of its obligations under this Agreement or any Agreement or deed supplemental to it and the failure (if capable of being remedied) remains un-remedied for 30 days after being brought to the Customer's attention by written notice from the Supplier; (b) the Customer dies, becomes bankrupt, has a receiving order made against him, makes any arrangement with his creditors generally or takes or suffers any similar action as a result of debt; (c) the Customer is guilty of any act which brings the Supplier into disrepute or which in the Supplier's reasonable opinion is prejudicial to the Supplier's interests; or (d) the Customer purports to assign the burden or benefits or charge the benefits of this Agreement.

6.2 In all other circumstances with the exception of the above the Supplier may by written notice terminate this Agreement or suspend its performance of all or any of its obligations under it on serving of 1 weeks' notice. The Supplier's only obligation in this event shall be the pro-rata refund of any charges paid in advance.

7. Cancellation by the Customer

7.1 Cancellation of a subscription booking. Customers who have purchased a subscription of webinars events may cancel their booking, on the condition that: (a) they do so in writing to hello@delever.com at least 14 working days prior to the next broadcast within that subscription; and (b) they have not yet registered via the technology provider webinar

database, thus activating their email address for the subscription. Providing that these two conditions are met, a full refund for the original price paid for the subscription will be issued

8. Limited warranty

8.1 The Supplier represents and warrants that it has the right and authority to make the services available pursuant to this Agreement.

8.2 Except as otherwise provided in section 8.1, the services are provided on an "as is", "as available" basis and the Supplier makes no express warranties under this Agreement, including without limitation that the services are or will be complete or free from errors or that information will continue to be available to the Supplier to enable the Supplier to keep the services up-to-date.

9. Limitation of liability

9.1 to the maximum extent permitted by law, a covered party (as defined below) shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the services or any webinar materials available or not included therein, (b) the unavailability or interruption to the supply of the services or any features thereof or any webinar materials, (c) Customer's use or misuse of the services or materials (regardless of whether the Customer received any assistance from a covered party in using or misusing the services), (d) the Customer's use of any equipment in connection with the services, (e) the content of the webinar materials and the service, (f) any delay or failure in performance beyond the reasonable control of a covered party, or (g) any negligence of a covered party or its employees, contractors or agents in connection with the performance of its obligations under this Agreement.

9.2 "Covered Party" means (a) the Supplier, the Suppliers' affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of the Supplier or the Suppliers' affiliates; and (b) each third-party Supplier of the webinar materials, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third-party Supplier of the webinar materials or any of their affiliates.

9.3 The Supplier's liability to the Customer for breach of any condition or warranty implied under any law which cannot be lawfully modified or excluded by this Agreement shall, to the extent permitted by law, be limited at the Supplier's option to supplying the services or webinar materials again or paying for their re-supply. Nothing in this Agreement is intended to exclude liability for death or personal injury resulting from any negligence by the Supplier.

9.4 The Supplier's liability to the Customer for loss or damage of any kind (including loss or damage caused by negligence) is reduced to the extent that the Customer caused or contributed to that loss or damage.

9.5 Subject to clause 9.3, the aggregate liability of the covered parties in connection with any other claim arising out of or relating to the services shall not exceed the total amount paid for the webinar

9.6 Subject to clause 9.3, the covered parties shall not be liable for any special, indirect, incidental, or consequential damages of any kind whatsoever (including, without limitation, legal fees) in any way due to, resulting from, or arising in connection with the services,

webinar materials, or the failure of any covered party to perform its obligations, regardless of any negligence of any covered party.

9.8 Whilst reasonable efforts are made to keep the services up to date, the Customer should ensure they have reviewed all relevant guidance and available documentation before relying upon any piece of information in circumstances where loss or damage may result.

9.9 Any link or access details issued by us to an authorised user is personal and confidential to that authorised user. If the Supplier suspects that any link/password is being used by an unauthorised user or a different authorised user to the person to whom it was issued, access may be withdrawn.

9.10 The Customer agrees that in the event that the Customer breaches the Supplier's intellectual property contained in the service it shall indemnify the Supplier for any actual or alleged infringement of any intellectual property right, including without limitation, trademarks, service marks, patents, copyrights, misappropriation of trade secrets or any similar property rights. The Customer further agrees to indemnify and hold the Supplier's affiliates and their respective officers, directors, employees and agents harmless from and against any and all liabilities, costs, losses, damages and expenses (including reasonable legal fees) associated with such claim or action on condition that: (a) the Supplier shall promptly notify the Customer of any such claim or action; (b) the Supplier shall reasonably cooperate with the Customer in the defence of such claim or action at the Customer's expense; (c) the Customer shall have the sole right to conduct the defence of any such claim or action and all negotiations for its settlement or compromise.

10. Miscellaneous

10.1 No waiver. A waiver by the Supplier of any breach by the Customer hereto of any terms, provisions or conditions of this Agreement or the acquiescence the Supplier hereto in any act (whether of commission or omission) which but for such acquiescence would be a breach as aforesaid shall not constitute a general waiver of such term provision or condition or of any subsequent act contrary thereto.

10.2 Entire understanding. This Agreement embodies the entire understanding of the parties in respect of the matters contained or referred to in it and there are no promises, terms, conditions or obligations oral or written, express or implied other than those contained in this Agreement.

10.3 Variation. No variation or amendment of this Agreement or oral promise or commitment related to it shall be valid unless committed to writing and signed by or on behalf of both parties.

10.4 Prior Agreements. This Agreement is in substitution of all previous contracts, express or implied, between the Supplier and the Customer which shall be terminated by mutual consent from the commencement date.

10.5 Law and jurisdiction. This Agreement shall be governed by English law and the Customer consents to the exclusive jurisdiction of the English courts in all matters regarding it except to the extent that the Supplier invokes the jurisdiction of the courts of any other country.

10.6 Notices

10.6.1 any notice given under this Agreement shall be in writing and may be served: personally; by registered or recorded delivery mail; or by any other means which any party specifies by notice to the other.

10.6.2 Each party's address for the service of notices shall be the address set out above or such other address as he specifies by notice to the other party.

10.6.3 A notice shall be deemed to have been served: if it was served in person, at the time of service; if it was served by post, 48 hours after it was posted; and if it was served by email, at the time of sending.

10.7 Contracts (rights of third parties). Subject to clause 10.10 A person who is not a party to this Agreement has no right under the contracts (rights of third parties) act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third-party which exists or is available apart from that act.

10.8 Interpretation. In this Agreement words expressed in any gender shall where the context so requires or permits include any other gender.

10.9 No assignment. The Customer may not assign its rights or delegate its duties under this Agreement without the Supplier's prior written consent.

10.10 Third-party Suppliers each third-party Supplier of webinar materials has the right to assert and enforce this Agreement directly on its own behalf as a third-party beneficiary.

10.11 Data protection.

10.11.1 The Supplier will use personal information collected about authorised users for the purposes of (a) providing access to and use of the services to authorised users, (b) providing Customer support, billing and other similar activities related to the services, and (c) keeping authorised users informed about products, services, offers and upcoming events and to improve the Supplier's services. The Supplier will not provide personal information about authorised users to third parties for the purpose of providing authorised users with direct marketing offers.