



Terms and Conditions

EFFECTIVE: 01 APRIL 2018

We want you to know exactly how our service works and why we need your registrations details. This website (online.pottersintcollege.org) is a service for organisations wishing to compare and evaluate e-learning courses that are supplied from a number of different publishers. Access to courses can then be purchased for use either on your system or on ours. When you register on this website you can apply for (or may be automatically granted) the ability to preview courses to assist your evaluation.

Your registration details enable us to link courses to your account, and also so that we can provide you with personalised support and advice, as may be required.

By creating an account to access the Potters International College Platform, you accept that this Agreement is made and entered into by and between Potters International College and you (The Customer) as follows. Definitions set forth in Section 11 will apply.

1. Use of the Service

- a. Conditioned on The Customer's payment of the fees due under this Agreement and The Customer's compliance with the Agreement's terms and conditions Potters International College grants The Customer a limited, non-exclusive, non-transferable license to access and use the Service for the Initial Term and any Renewal Terms(s) (as defined below).
- b. Any person or organisation accessing or using Potters International College by way of being an Account Holder is hereinafter known as "the Customer", "you" and that they are authorised to act in this way for the organisation they represent.
- c. Any person accessing an Account or making payment on behalf of an organisation is confirmed by the organisation they are acting on behalf as authorised to do so for and on behalf of that organisation to the extent that the organisation is liable for any breach of these Terms and Conditions

- d. Any person or organisation accessing or using Potters International College by way of using training materials or resources is hereinafter known as "the user".

2. Restrictions on Use

- a. The Customer may create User Accounts for any persons that The Customer authorizes to use the Service for its business, including, but not limited to, The Customer's employees and contractors. However, The Customer may not sublicense, resell or supply the Service for use in any other organization, entity, business, or enterprise without Potters International College's prior written consent.
- b. The Customer is permitted to store, print, and display the Content only for its own (or as applicable his or her own) business use in connection with use of the Service. The Customer may not alter, resell or sublicense the Service or provide it as a service bureau. The Customer agrees not to reverse engineer the Service or its technology. The Customer will not use or access the Service to: (i) build a competitive product or service, (ii) make or have made a product or service with similar features, functions, text, or graphics, (iii) make derivative works based upon the Service or Content, or (iv) copy any features, functions, text, or graphics of the Service or the Content. The Customer will not "frame" or "mirror" the Service. Use, resale or exploitation of the Service and/or the Content except as expressly permitted in the Agreement is prohibited. The Customer agrees to be subject to restrictions on use in the Terms of Service.
- c. No video, Flash or other material made available on or through Potters International College may be downloaded, copied, saved, duplicated, stored, archived, held and or used in any way other than as intended directly for and by Potters International College. To do so is a breach of copyright, for which action will be taken.

3. Account Information and Data

- a. All The Customer Data submitted by The Customer to the Learning Management System, whether posted by The Customer or by Users, will remain the sole property of The Customer or such Users to the full extent provided by law. The Customer will have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all The Customer Data.
- b. Potters International College will not use The Customer Data for any purpose other than to provide the Service to The Customer and for statistical reporting or analytical purposes, provided that User contact information may be used as provided in Section 2.10 of the Terms of Service. Potters International College may aggregate, use, disclose, distribute, and publish anonymous statistical or analytical User data regarding use and functioning of its system by its various Users or

regarding Users. Such statistical or analytical data will be the sole property of Potters International College.

4. Confidential Information

- a. Each party agrees (a) to keep confidential all Confidential Information (as defined in Section 11 (c)) disclosed to it by the other party or by a third party; (b) not to use the Confidential Information of the other party or a third party except to the extent reasonably necessary to perform its obligations or exercise its rights hereunder; (c) to protect the confidentiality of such Confidential Information as it protects its own Confidential Information (but in any event with no less than a reasonable degree of care); and (d) to make Confidential Information available to its own employees and contractors only on a need-to-know basis and only provided such employees or contractors are under a binding obligation of confidentiality with respect thereto. Confidential Information shall not include information which (w) is known publicly; (x) is generally known in the industry before its disclosure to recipient hereunder; (y) has become known publicly, without fault of the recipient, subsequent to its disclosure by the disclosing party; or (z) becomes known to the recipient from a third party not bound by non-disclosure obligations to the disclosing party and with the lawful right to disclose such information to the recipient. Notwithstanding the foregoing, this Section 4 shall not prohibit the disclosure of Confidential Information, (a) to the extent that such disclosure is permitted or required by law or order of a court or other governmental authority or regulation, or (b) in connection with a claim between the parties under the Agreement.

5. Terms of Service

- a. The customer acknowledges and agrees that it (or as applicable he or she) has read, understands and agrees to be bound by the terms of service (as may be updated from time to time) posted at or are otherwise supplied to the customer, which terms of service are incorporated herein by reference and include certain legal terms. Any reference in this document to the agreement includes the terms of service.

6. Privacy & Security

- a. Potters International College's privacy and security policies can be accessed at the Potters International College Website. Potters International College reserves the right to modify its privacy and security policies in its sole discretion from time to time.

7. PAYG, Licenses, Fees and Payment

- a. No one may use the Potters International College system made available from Potters International College without having paid for a PAYG (Pay-As-You-Go) purchase or license, or been approved by Potters International College as part of our eLearning buyer community.
- b. If PAYG credit is purchased, a user may access the Potters International College platform for as long as the PAYG remains in credit, and for as

many learners, administrators, locations and departments as the PAYG credit allows.

- c. The Customer may purchase PAYG credit as and when they choose according to the currently available credit levels by contacting Potters International College and ordering PAYG, after which an invoice will be issued for payment, and the PAYG credit will be applied to the Customer's account.
- d. If licenses are purchased, a user may access the Potters International College platform for as long as the license period allows, and for as many learners, administrators, locations and departments as the license allows.
- e. The Customer may purchase as few or as many licenses in advance as they choose, according their own chosen need. Licenses may be purchased by contacting Potters International College and ordering Licenses, after which an invoice will be issued for payment, and the Licenses will be applied to the Customer's account.
- f. Accepting these terms and conditions means you accept that no refund, credit or similar for paid for PAYG or Licenses will be made by or on behalf of Potters International College for any reason whatsoever after payment has been authorised electronically or cleared if not paid electronically.
- g. You accept that Potters International College is not liable for unauthorised access to or use of PAYG or Licenses. The customer is wholly and entirely responsible for protecting access to and managing the use of their Potters International College account.
- h. Potters International College reserves the right to increase or decrease the cost of purchasing PAYG or Licenses at any time. We will provide 30 days advance notice of any such price change.
- i. Invoices for all fees are due and payable within 30 days of invoice date.

8. Term and Termination

- a. With respect to PAYG purchases the term of the Agreement (the "Term") commences on the Effective Date and will continue thereafter until the PAYG credit expires or is terminated as provided herein or in the Terms of Service. The Service will commence on the Effective Date (as defined above) subject to possible delays. Applicable pricing and billing, will continue unchanged unless Potters International College notifies The Customer of changes in pricing and/or billing including Course Enrolment Fees, or any other business terms, with at least 30 days notice. Potters International College reserves the right to terminate (i) any third-party product or service upon not less than sixty (60) days' notice, or (ii) the Agreement or any Service or product provided hereunder for convenience on not less than one (1) year's notice.
- b. With respect to Licenses the term of the Agreement (the "Term") commences on the Effective Date and will continue thereafter until the

Agreement expires or is terminated as provided herein or in the Terms of Service. The Service will commence on the Effective Date (as defined above) subject to possible delays. Unless another period is stated in Pricing Schedule, the initial term of the Agreement ("Initial Term") will continue until cancelled. Thereafter, unless otherwise stated in the Pricing Schedule, this Agreement will automatically renew for successive periods equal to the contract term set forth in the Pricing Schedule, (each a "Renewal Term"), beginning at the end of the Initial Term or the then current Renewal Term, as the case may be, unless The Customer provides notice of termination not less than 60 days before the end of the Initial Term or the then current Renewal Term, as applicable. Applicable pricing and billing, will continue unchanged unless Potters International College notifies The Customer of changes in pricing and/or billing including Subscription Fees, billing interval, minimum Subscription Fees, acceleration fees, or any other business terms, at least 30 days prior to any anniversary of the Billing Start Date. Potters International College reserves the right to terminate (i) any third-party product or service upon not less than sixty (60) days' notice, or (ii) the Agreement or any Service or product provided hereunder for convenience on not less than one (1) year's notice.

- c. The Customer may terminate the Agreement if Potters International College materially breaches the Agreement and such breach has not been cured within thirty (30) business days of notice of such breach. Any termination by The Customer (other than for Potters International College's material breach of the Agreement as set forth in this Section 8(b)) and any termination by Potters International College for The Customer's breach, prior to the end of the Initial Term or, as applicable, the current Renewal Term, will subject The Customer to an early termination (acceleration) fee by way of liquidated damages and not as a penalty for lost PAYG or License Fee revenue for the remainder of the Term. The early termination fee will be (a) the amount of all Subscription Fees that would be due for the remainder of the then current contract Term (that is the Initial Term or the current Renewal Term), plus (b) any other fees or amounts due (for example, for professional services).
- d. Upon termination or expiration of the Agreement, The Customer shall have no rights to continue use of the Service. The following provisions will survive termination: all definitions, The Customer's accrued financial obligations, the license to The Customer Data to the extent reasonable for Potters International College's discharge of its post-termination obligations.

9. Disclaimer of Warranties

- a. The warranties stated expressly stated in this agreement or the terms of service are the sole and exclusive warranties offered by Potters

International College. There are no other warranties or conditions by Potters International College or its licensors, express or implied, including without limitation, those of merchantability, fitness for a particular purpose or non-infringement. Except as expressly stated herein, the service and content are provided to the customer on an "as is" and "as available" basis, and are for commercial use only. The customer assumes all responsibility for determining whether the service or the information generated thereby is accurate or sufficient for the customer's purposes. Neither Potters International College nor its licensors warrant that use of the service will be error-free or uninterrupted. Potters International College is not responsible for software use by the customer or users or for the operation or performance of the internet or any other network.

10. Limitations of Liability

- a. The Customer understands that education content is presented in good faith by eLearning providers using the Potters International College platform, and that Potters International College has no liability whatsoever for the completeness and legal compliance of any content provided in courses within the system. It is the Customers responsibility to satisfy themselves that the content of the educational material meets their requirements.
- b. Except with regard to the customer's payment obligations and with regard to either party's obligations under the indemnification provisions of the terms of service, in no event will either party's aggregate liability exceed the license fees due for twelve (12) month period measured by the monthly payment obligation at the time of the event giving rise to such claim.
- c. The parties acknowledge that the limitations set forth in this Section are integral to the amount of fees charged in connection with the license of the Service, and if Potters International College assumed further liability, the fees would be set substantially higher. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitations of liability for incidental or consequential damages, so the exclusions set forth above may not apply to The Customer.

11. Definitions

The following definitions (and additional definitions defined elsewhere in the Agreement) will apply:

- a. "Account Contact" means the individual(s) designated by The Customer as its contact responsible for the overall relationship between The Customer and Potters International College.
- b. "Agreement" means this Agreement, including the Terms and Conditions, attached Schedule(s), any agreed Statements of Work (also

known as Work Orders), and the online Terms of Service incorporated herein.

- c. "Confidential Information" means (i) the terms (but not the fact) of the Agreement, (ii) The Customer Data, (iii) Potters International College software, documentation and technical data, (iv) Content (other than Content that is publicly available), and (v) any information that is clearly identified in writing within thirty (30) days of disclosure as confidential or should reasonably be understood by the recipient to be confidential.
- d. "Content" means information and data from Potters International College or its eLearning providers available by means of the Service or on Potters International College's web site regarding the features, operation, and use of the Service.
- e. "The Customer" or "Client" means the individual or legal entity that enters into the Agreement as described on the Signature Page.
- f. "The Customer Data" means data, information or material provided or submitted by The Customer or any User to Potters International College and any copies Potters International College makes in the course of utilising the Service.
- g. "The Customer Support" means Potters International College's Customer support organization.
- h. "Effective Date" is defined on the Signature Page.
- i. "Service" means (i) Potters International College's online service(s) as described in the Pricing Schedule and applicable printed or online user documentation on Potters International College's web site or (ii) any third-party service or product that is included in the Service or described in the Pricing Schedule, which is not provided under separate agreement between The Customer and the third party. Unless expressly provided for in writing between Potters International College and the The Customer, any third-party services or products are provided "as is" and without any warranty, indemnity, or support of any kind. Potters International College reserves the right to make changes and update to the functionality of the Service from time to time.
- j. "Service Start Date" means the date on which the Service is first made available to The Customer for use in a production environment on Potters International College's server.
- k. "PAYG Credit" is the service price as defined on the Potters International College website.
- l. "License Fee" is the service price as defined and presented by the Potters International College in their proposal to the Customer.
- m. "Support Contact" means the User or Users designated by The Customer as its contact for day-to-day interaction with Potters International College.
- n. "User" means a single individual that has access at any time during the Term to the Service pursuant to The Customer's authorization under this

Agreement. Authorization for online access of a User to the Service arranged for under this Agreement, whether actually used or not, is called a "User Account."

12. Miscellaneous

- a. a. The Agreement does not create any joint venture, partnership, agency, or employment relationship between the parties. The Agreement, including all exhibits and/or attachments and the Terms of Service represent the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior discussions, writings, communications, emails and/or agreements between the parties and is intended to be the final expression of their Agreement. Except as set forth in the Agreement, it shall not be modified or amended except in writing signed by both parties. The Agreement shall be governed in accordance with the Laws of England. If any provision is held by a court of competent jurisdiction to be contrary to law, such provision shall be limited or eliminated to the minimum extent necessary so that the Agreement shall otherwise remain in full force and effect. Neither party shall be liable for any loss or delay (not including delay in payment) resulting from any force majeure event or condition, including, but not limited to, acts of God, fire, natural disaster, terrorism, sabotage, Internet failure, labour stoppage, war or military hostilities, criminal or wrongful acts of third parties or other event or condition that is beyond the reasonable control of a party, and any performance date (other than for payment) or delivery of Service date shall be extended to the extent of any delay resulting from any force majeure event or condition. Neither party may assign the Agreement without written consent of the other, except to a related entity or the successor of all or substantially all of the assignor's line of business or assets to which the Agreement relates; provided, however, that The Customer may not assign this Agreement to any Potters International College competitor. The Agreement will be interpreted fairly in accordance with its terms, without any strict construction in favour of or against either party.

13. Changes to this Agreement

- a. Potters International College reserves the right to update these Terms and Conditions at any time. We will provide you with 30 days notice of any such changes.