



## eNet On Demand Application SERVICE AGREEMENT

### TERMS & CONDITIONS OF SUPPLY

THE FOLLOWING, WHEN ACCEPTED BY YOU (WHETHER AS AN INDIVIDUAL, OR IF APPLICABLE, ACTING AS THE REPRESENTATIVE OF A COMPANY, CORPORATION OR OTHER ENTITY) SHALL CONSTITUTE AN AGREEMENT TO THE TERMS AND CONDITIONS SET OUT BELOW. PLEASE READ THIS AGREEMENT CAREFULLY. BY SIGNING UP AND ACCESSING THE SERVICE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MAY NOT SIGN UP OR USE THE SERVICE.

### DEFINITIONS

eCom Learning Solutions<sup>1</sup> is a registered trading name of eCom Scotland Limited a company founded in 1999, registered in Scotland at 18b Dickson Street, Dunfermline KY12 7SL, Fife, Scotland, and its subsidiary eCom USA Learning Solutions LLC, registered in 134 E. Clayton St, Athens, Georgia 3060, United States of America.

Shall Be Referred To In This Agreement As “eCom”, “us” or “we”.

Our services and the eNet OnDemand Application shall be referred to in this agreement as “The eNet Service”, the “service” or the “eNet website”.

“Company” means the organisation purchasing the license and “You” means you are an authorised representative of this organisation. “End Users” means employees or authorised enrolees who use the service.

eNet Applications include eNetLearn®, eNetReality™, eNetAuthor®, and eNetBadges™.

On-Demand Service Agreement shall be referred to in this agreement as, agreement, service agreement or the eNet agreement. “End Users” referred to in this agreement are any users of the application. Each End User requires a user license to accessed the service via a unique email address and secure password.

“Administrator” is an End User who has been appointed by the company to manage their account, by creating users and defining and modifying roles.

“Agreement” refers to the entire contractual agreement entered into between the Company and eCom for the provision of the eNet Service and any variations or amendments thereto and supersedes any prior oral or written agreements between the Company and eCom.

“Orders” refers to any written instructions to eCom to provide services from Company or Individual, orders may include Change request, Purchase Orders, signed quote or invoices issued.

The Schedules to this Agreement includes Please update Links

[eNet SAAS description](#)

[Privacy Policy](#)

[Acceptable Use Policy](#)

[Terms of Use](#)

[Cookie Policy](#)

[Terms of Billing](#)

[SLA](#)

### 1. SOFTWARE SERVICES (SAAS)

eCom will provide Company, End Users and any other users authorized by the Company (Enrolees) in accordance with the relevant Order (if any) with remote access to the applicable eCom Software (“Software Services”) that are set forth in one or more Orders. Certain Software Services, and related browser and operating system compatibility, are more specifically described in the **eNet SAAS description**.

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<sup>1</sup> eCom Learning Solutions is a registered trademark and trading name of eCom Scotland Ltd, and its solely own subsidiary eCom USA Learning Solutions LLC

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During the Term and subject to Company's compliance with this Agreement, eCom grants Company the worldwide, non-exclusive, non-transferable, non-assignable, and limited right and license to allow End Users to remotely access the eCom Software that is located on the eCom Server in accordance with the terms of this Agreement. Use of the Software Services may be further limited by the terms and conditions contained in any applicable Schedule or Order.

### 2. ACCEPTANCE OF TERMS

Companies who uses the Service – including trial versions of the Service – shall be bound by this Agreement. If you do not agree to the terms and conditions set forth, then you should not access or use the Service. By registering for the service you are acknowledging you have read and understood and agree to be bound by this agreement.

### 3. LICENSE

Upon your acceptance of this Service Agreement and payment of all usage fees due (except in the case of a "free trial" program), eCom Scotland Limited will grant you a revocable, non-exclusive, non-transferrable access license to access the chosen eNet Website, which provides tools that will enable you to create, manage and administer online. You must pay all usage fees (see Section 4.1 below) for you and all eNet Service users ("Enrolees") prior to accessing the eNet Service. If you are participating in our "free trial" program, you must pay all usage fees after the trial period to continue to access the eNet Service. You agree to not access the Service by any means other than through the interfaces that are provided by eCom. The eNet Service may include certain communications from eCom to administrators. You will not be able to opt out of receiving these communications as they relate to the Service, and you acknowledge and agree that eCom can send such communications as a part of the Service. Each license starts from the date of purchase and is applicable for a limited period of time, the subscription. Each license is restricted as mentioned in the Service description on the application site. The license is strictly granted for the sole purpose of you own lawful internal business purposes. Except for the rights to use and other rights expressly granted in the eNet service description, no other rights are granted to you, either expressed or implied, nor shall any obligation be implied requiring the grant of further rights. You expressly acknowledge that the use of this eNet Service does notably not imply a transfer of intellectual property rights towards you. All intellectual property rights and all derived rights relating to our sites and services continue to be retained by eCom.

### 4. REGISTRATION

To access the Service and set up your account, you will be asked to provide eCom with customary billing information such as name and billing address and to select the appropriate plan and payment schedule and method. On registration you agree that you have the authority to bind the company/ organisation to the terms of this agreement.

#### 4.1 Privacy

Personal Information held includes:

- Your name, Your email address

Organisational Information held includes:

- Company Name, Postal address, Phone number
- Names and email addresses of Enrolees
- Total number of employees employed at the organisation

In consideration of your use of the Service, you agree to: (i) provide true, accurate, current and complete information about yourself and/or your organisation, and (ii) maintain and promptly update during the term of this Agreement your personal/organisational information to keep it true, accurate, current and complete. If eCom Scotland Limited has reasonable grounds to suspect that such information is untrue, inaccurate, not

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current or incomplete, you agree that eCom may suspend and/or terminate your or your organisation's account. Upon completion of the registration process, we will send an automatically generated password to the email address you provided.

You are responsible for maintaining the confidentiality of the password and of controlling access to your account. You are fully responsible for all activities that occur under your password or with respect to your account. You must ensure that all uses of your account and password comply with this Agreement. Your password and account may not be shared, and you may not permit any other person to use them, other than an authorised eCom representative. Any data received from you and processed by the service, you will remain the GDPR data controller as identified in the Data Protection Act 2018.

eCom as a Data Processor will act on your behalf and will only process personal data as per your instructions and only for the purposes of this agreement in providing the services. By accepting this agreement, you are giving eCom instruction to process data on your behalf. eCom will secure the personal data and will not disclose any personal data to any third party without your prior signed approval, except in the case where personal data needs to be disclosed to a competent public authority to comply with legal obligations in case of suspected crime, where we will immediately notify you of the requirement. We will respect and maintain the confidentiality and security of such personal data. All data will be held in the UK, EU or Canada where the same GDPR legislation applies. We will promptly inform you, if we detect or reasonably suspect that a data security incident has occurred which involves but not limited to unauthorised disclosure, unauthorised access, misuse, loss, theft or accidental or unlawful destruction of personal data we process on your behalf. In case of such an incident we will take adequate remedial measure as soon as possible within 10 days. We will fully cooperate with you to develop and execute a response plan to address the data security incident. We will cooperate with you to resolve within a reasonable period of time any requests from individuals to exercise their data subject rights as foreseen by the applicable law, including but not limited to requests to correct, delete or block their personal data.

### 5.0 TERM AND TERMINATION

This Agreement commences on the date of acceptance by you of this Agreement and continues until terminated by eCom Scotland Limited or you in accordance with the terms of this Agreement.

#### 5.1 FEES

If you are a new client you have the rights to request one (only) free trial period of 30 days free of charge, in order to experience the features and functionalities of our services prior to making a purchasing decision. You will have access to the full application and support service. The free trial period starts on creation of an account and lasts for thirty (30) days, you are bound by the same terms and conditions during the free trial period. eCom have the rights to modify the terms and conditions of the free trial or to discontinue it entirely at any time, without prior notice, including, but not limited to when we believe you apply for a free trial not to make any purchasing decision, but to engage instead in industrial espionage.

After your free trial, to continue receiving the Service, you must pay annually (minimum contract period is twelve (12) months) for up to agreed End users ("Enrolees"). This is a recurring fee and is charged annually. You will not be eligible for another free trial. To add Enrolees, please either discuss this with your Account Manager or select the upgrade option. The cost to add Enrolees is also available from your Account Manager.

Fees are charged as per our [Payment Terms](#), where any unpaid fees may result in a withholding of services, and additional reconnection charges along with any debt collection fees.

#### 5.2 TERMINATION

You may terminate the Service by giving written notice (via email or by letter) to eCom Scotland Limited. If you cancel the Service, your cancellation will take effect at the end of your billed contract given receipt of 90 days'

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prior notice. eCom Scotland Limited will not be required to refund any fees for the months in which eCom Scotland Limited receives your termination notice or in which eCom Scotland Limited effects your cancellation.

After cancellation, all your details will be removed from the system within 30 days where you will no longer be able to access the eNet Website or Service and all information contained therein will be purged for our system by eCom Scotland Limited, 30 days after removal from the system. You agree to release eCom Scotland Limited from any liability for the deletion of such information or content.

eCom Scotland Limited may, under certain circumstances and without prior notice, immediately terminate your access to the Service and the eNet Website. Cause for such termination shall include, but not be limited to (a) breaches or violations of the Agreement, including the failure to pay fees that are due, (b) requests by law enforcement or other government agencies, (c) a request by you, or (d) suspected illegal or immoral behaviour. Such termination of the Service may result in the forfeiture and relinquishment of all of your or your company's information and/or content on the eNet Service.

### 5.3 SURVIVAL

The following provisions will survive any expiration or termination of the Agreement: Sections, 8, 9, 10, 14, 15, 16, 17 and 18.

### 6. eNet SERVICE PRIVACY POLICY

All Registration data and other information that is collected by eCom Scotland Limited is subject to our Privacy Policy and will be maintained in accordance with eCom Scotland Limited's Acceptable Use policy.

[Privacy Policy.](#)

[Acceptable Use Policy](#)

### 7. RESTRICTIONS ON USE OF SERVICE

(a) **No Offensive Content.** You agree that you will not use, or allow others to use, your account to post, transmit, promote, or facilitate the distribution of any threatening, abusive, libellous, defamatory, obscene, pornographic, profane or otherwise objectionable information of any kind.

(b) **No Illegal Material Or Encouragement Of Illegal Behaviour.** You agree that you will not use, or allow others to use, your account to post, transmit, promote, or facilitate the distribution of any unlawful or illegal material, including but not limited to material that would constitute or encourage a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law, rule or regulation. You agree that you will not use this site to commit a crime, or to plan, encourage or help others to commit a crime.

(c) **No Violation Of Copyright, Trademark Or Trade Secret Rights.** You agree that you will not use the eNet Website to publish, post, distribute or disseminate another's proprietary information, including but not limited to trademarks, trade secrets or copyrighted information, without the express authorization of the rights holder.

(d) **No "Spamming," Advertisements Or Chain Letters.** You agree that you will not use, or allow others to use, your account or use the information available through the eNet Website, to post, transmit, promote, or facilitate the distribution of any advertising (including but not limited to mass or bulk e-mail), promotional materials or other forms of solicitation. You will not post or transmit requests for money, petitions for signature, chain letters or letters relating to pyramid schemes. We reserve the right, in our sole discretion, to determine whether such post or transmission constitutes an advertisement, promotional material or any other form of solicitation.

(e) **No "Hacking."** You agree that you will not use, or allow others to use, your account to unlawfully access other computers or services, or to cause a disruption of service to other eNet Website users.

(f) **No Impersonation Of Others.** You agree that you will not use the Service to impersonate another user or otherwise falsify one's user name in an e-mail or in any post or transmission to any person, group or mailing list.

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(g) **No “Viruses.”** You agree that you will not use, nor allow others to use, your account to intentionally transmit computer “viruses,” or other harmful software programs and that you will use your best efforts to prevent the unintentional transmission of such viruses or other harmful software programs.

(h) **Corporate Policies. If appropriate,** The Company agree to comply with all procedures and policies in effect at the organisation you represent (“Corporate Policies”).

(i) **eCom Scotland Limited’s Right to Remove.** eCom Scotland Limited reserves the right not to post any data or materials to, or to remove any data or materials from, its site without notice to you or any other user and without liability to eCom Scotland Limited. You agree to release eCom Scotland Limited from any claims or allegations that may result from such removal. Further, you agree to release eCom Scotland Limited from any liability, cost or damage arising out of any action or inaction of any Enrolee or other user of the eNet Website or the Service that is in violation of law or of this or any other agreement with eCom Scotland Limited or with any Corporate Policies.

### 8. OWNERSHIP OF WEBSITE ACCOUNT AND SECURITY

The Service and the eNet Website may not be used for any purpose not expressly permitted by this Agreement. Your use of the Service and the eNet Service does not transfer to you any ownership or other rights in the Service or eNet Service or its content. You agree to refrain from copying, imitating, reproducing, republishing, uploading, posting, transmitting, modifying, reverse engineering, indexing, cataloguing or distributing in any way, in whole or in part, the Service or the eNet Website or any part thereof without express written permission from eCom.

You are responsible for all activity (other than that of eCom) occurring on your pages of the eNet Service. You agree to abide by all applicable local, state, federal and international laws, treaties and regulations and all Corporate Policies in connection with your use of the Service. You are responsible for maintaining the security and overseeing your pages of the eNet Website and the activities that occur through your account, including those of your Enrolees.

You agree to (a) notify immediately eCom of any unauthorized use of your password or Administrator account, or any other breach of security or of this Agreement of which you become aware, and (b) exit from your account at the end of each session.

You agree that all user names and passwords remain the property of eCom and may be cancelled, changed or suspended at any time by eCom without notice and without eCom incurring any liability for the same. eCom is not under any obligation to verify the actual identity or authority of any user who has accessed the eNet Website via your user name and password.

You agree that eCom is not liable for any loss or damage from your failure, or an Enrolee’s failure, to fully comply with the terms of this Agreement. Under no circumstances will eCom be liable, in any way, for any such acts of commission or omission by you or an Enrolee, including any damages of any kind incurred as a result of such acts of commission or omission.

### 9. ACCOUNT HOLDER/END USER/ENROLLEE OBLIGATION & RESPONSIBILITIES & IPR

You are permitted to post content on your pages of the eNet Website (“Content”). eCom Scotland Limited is not responsible for any Content that you upload, post, transmit or otherwise make available via the Service.

You hereby agree that you are the owner or validly authorised licensee with respect to any and all Content provided by you for use on the Service, and you hereby grant to eCom Scotland Limited a worldwide, non-exclusive license to copy, store, transmit, digitally display and otherwise distribute such content to your Enrolees as part of the Service. Under no circumstances will eCom Scotland Limited be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, transmitted or otherwise made available via the Service. eCom Scotland Limited has the right to remove any Content that in eCom Scotland Limited’s sole



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judgment violates the spirit or letter of this Agreement or with respect to which eCom Scotland Limited receives any complaint or allegation of infringement.

Third party content is governed by the suppliers own license arrangements, this is available on request.

**10. WARRANTIES AND DISCLAIMERS**

(A) THE SERVICE IS PROVIDED ON AN "AS IS" BASIS AND USE OF THE SERVICE IS AT YOUR OWN RISK. ECOM DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM ANY COURSE OF DEALING, USAGE OR TRADE PRACTICE. ECOM SCOTLAND LIMITED DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

(B) ECOM DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM ECOM'S DATA CENTER AND THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS TAKEN OR THE FAILURE TO ACT BY THESE THIRD PARTIES CAN PRODUCE SITUATIONS IN WHICH YOUR OR AN ENROLLEE'S CONNECTION TO THE INTERNET MAY BE IMPAIRED OR DISRUPTED. ALTHOUGH ECOM WILL USE COMMERCIALY REASONABLE EFFORTS AS IT DEEMS APPROPRIATE TO AVOID AND ADDRESS SUCH OCCURRENCES, ECOM CANNOT GUARANTEE THAT THEY WILL NOT OCCUR. ACCORDINGLY, ECOM DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH OCCURRENCES.

**YOU ARE RESPONSIBLE FOR MAINTAINING AND BACKING-UP ANY OF YOUR COURSES AND DATA**

**INFORMATION THAT YOU HAVE UPLOADED ON THE ENET SERVICE.** ECOM DOES NOT WARRANT THAT (I) THE SERVICE WILL MEET YOUR SPECIFIC REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, OR (V) ANY ERRORS IN THE WEBSITE OR RELATED SOFTWARE WILL BE CORRECTED.

(C) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU AGREE TO ASSUME RESPONSIBILITY FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR ANY LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

(D) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE AGREEMENT.

**11. LIMITATIONS OF LIABILITY.**

**11.1 EXCLUSIONS.** YOU AGREE THAT IN NO EVENT WILL ECOM BE LIABLE TO ANY THIRD PARTY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR TO YOU FOR ANY LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, LOSS OF DATA, OR INTERRUPTION OR LOSS OF USE OF THE SERVICE OR INTERRUPTION IN YOUR BUSINESS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

**1.1. 11.2 LIMITATIONS.** YOU AGREE THAT ECOM, ITS AFFILIATES, OWNERS, SHAREHOLDERS, EMPLOYEES, OFFICERS AND AGENTS SHALL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY LOSS OR DAMAGE, WHETHER DIRECT OR INDIRECT, RESULTING FROM DELAYS OR INTERRUPTIONS OF SERVICE DUE TO MECHANICAL, ELECTRICAL OR OTHER DEFECTS OR DIFFICULTIES, STORMS, STRIKES, WALK-OUTS, EQUIPMENT OR SYSTEMS FAILURES, OR OTHER CAUSES OVER WHICH ECOM, ITS AFFILIATES, OWNERS, SHAREHOLDERS, EMPLOYEES, OFFICERS, OR AGENTS AGAINST WHOM LIABILITY IS SOUGHT, HAVE NO REASONABLE CONTROL, OR FOR LOSS OR DAMAGE, DIRECT OR INDIRECT, RESULTING FROM INACCURACIES, ERRONEOUS STATEMENTS, ERRORS OF FACTS, OMISSIONS, OR ERRORS IN THE

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TRANSMISSION OR DELIVERY OF SERVICES, OR ANY DATA PROVIDED AS A PART OF THE SERVICE. NOTHING IN THESE TERMS AND CONDITIONS SEEKS TO EXCLUDE EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE OR FOR FRAUD OR FRAUDULENT MISREPRESENTATION.

**11.3 MAXIMUM LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, ECOM'S MAXIMUM AGGREGATE LIABILITY TO YOU RELATED TO OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE TOTAL AMOUNT PAID BY YOU IN THE PRECEDING THREE MONTH PERIOD TO ECOM FOR THE SERVICE.

### **12. ADDITIONAL SOFTWARE**

With respect to any additional software that may be made available by eCom Scotland Limited in connection with the Service, if you elect to download or access such additional software, you understand that you may be required to agree to additional terms and conditions before you use such software.

### **13. EXTERNAL LINKS**

The Service or the eNet Website may provide links to other Internet sites or resources. eCom has no control over such sites and resources and is not responsible for any damage or loss resulting from your access or use of such site.

### **14. INDEMNIFICATION**

The Company agrees to indemnify, reimburse, defend and hold harmless eCom, and its subsidiaries, affiliates, related entities, officers, directors, shareholders, agents, co-branders or other partners, employees, customers, successors and assigns from any liability, cost, expense, loss, claim or demand, including legal fees and costs (collectively, "Losses") resulting or arising from any breach of any part of this Agreement, any use of the Service or any loss arising out of the conduct of the Company's business, including but not limited to any of the following actions taken by the Company, your Enrolees, or other representatives of you or users of the Service through your account: (a) infringement or misappropriation of any intellectual property rights; (b) defamation, libel, obscenity, slander, pornography, or violations of rights of privacy or publicity; (c) spamming or other offensive, harassing or illegal conduct or action; or (d) any other violations of applicable law or regulation or Corporate Policies. Each party agrees to provide prompt written notice of the existence of any potential Loss of which it becomes aware of, and eCom shall have an opportunity to participate in the defence thereof.

### **15. MODIFICATIONS**

eCom reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) or to modify usage fees with ninety (90) days' notice. The Company agrees that eCom Scotland Limited shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service. eCom will respect any pre-paid fees paid for any discontinued services.

### **16. INTELLECTUAL PROPERTY**

The Service and all applicable software/programming code, trademarks, marketing systems, etc. used in connection with the Service ("Software") contain proprietary and confidential information of eCom that is protected by U.K law and international treaties. Except as expressly authorised in writing by eCom, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part. You further agree not to make any use of eCom's trade or service marks, except as specifically authorised by eCom.

### **17. SECURITY**

eCom implements appropriate technical and operational measures to safeguard the security and safety of our applications and to protect your data (including personal data we process on your behalf) against accidental or



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unlawful destruction or accidental loss, modification, unauthorised disclosure and access. Systematical backups are created in real-time on the cloud service provided in eCom's hosting partners' data centre, with full backups every night to an off-site location.

It remains your responsibility to always provide your own back up of any content you might have provided to the service. You also have a responsibility to ensure against virus, computer crime, illegal use by third parties or unauthorised use. Please Note: In the event of a cyberattack, as a security measure the system will temporarily shut down the application and access to any files to prevent the cyberattack and security breach.

### 18. MISCELLANEOUS

**18.1 FORCE MAJEURE.** Except for the obligation to pay money, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, pandemic, war, labour shortage or dispute, governmental act of failure or failure of the Internet, provided that the delayed party: (a) gives the other party prompt notice of such a cause, and (b) uses commercially reasonable efforts to promptly correct such a failure or delay in performance.

**18.2 GOVERNING LAW.** The Agreement and the relationship between you and eCom shall be governed by and construed and interpreted in accordance with the laws of Scotland, United Kingdom, without regard to its conflict of law provisions. You and eCom Scotland Limited agree to submit to the personal and exclusive jurisdiction of the courts of Scotland, United Kingdom. The failure of eCom Scotland Limited to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. eCom Scotland will not be liable for any consequential losses due to you or your Enrolees operation of the system. The Agreement, the Privacy Policy, any applicable Terms of Use for the Service, the European Copyright Act 1991 and Designs, copyright and Patents Act 1988, and the Data Protection Act 2018 and GDPR, or any other applicable privacy or Copyrights laws in force in the UK & EU, constitute the entire agreement between you and eCom Scotland Limited and govern your use of the Service, superseding any prior agreements between you and eCom Scotland Limited (including, but not limited to, any prior versions of this Agreement). You also may be subject to additional terms and conditions that may apply when you use other eCom Scotland Limited services, or third-party content, software or services offered through this Service. If any provision of the Agreement or any of the other above referenced documents is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in such provision to the extent possible. All other provisions of the Agreement shall remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Agreement must be filed within one (1) year after such claim or cause of action arose or it shall be forever barred. eCom Scotland Limited shall not be responsible to you or any of your Enrolees as a result of any delay or default in the carrying out of its obligations hereunder, which delay or default is due in whole or in part to an event beyond of the control of eCom Scotland Limited. You acknowledge and agree that your Enrolees will be required to accept reasonable Terms of Use prior to granting them access to the Service.

#### Contact Information

eNet Service

eCom Learning Solutions.

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United Kingdom

Tel: +44 (0)1383 630032

Company Registration No. 201497

All correspondence regarding this agreement should be sent to: [connect@ecomlearningsolutions.com](mailto:connect@ecomlearningsolutions.com)

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