

TRAINING SERVICES TERMS AND CONDITIONS

Please read these training services terms and conditions (“**Terms**”) carefully. By registering for the Training Session described in these Terms, you are entering into a legally binding contract with OpenSource Connections, Limited (“**OSC**”). These Terms contain important terms and conditions regarding your legal rights and obligations with respect to the training services to be provided by OSC. By registering for the Training Session you confirm that you are doing so either wholly or mainly in the course of your business, trade, craft or profession and not as a consumer.

1. GENERAL

- 1.1. These Terms govern the provision of training services to be provided by OSC to you, and, if applicable, your Attendees, in connection with the training session (the “**Training Session**”) for which you have registered using OSC’s online registration application (the “**Application**”).
- 1.2. The term “you” (in its various grammatical forms) as used in these Terms means the person or entity who is registering for the Training Session as identified in the Application.
- 1.3. If the registrant is a company, organisation or other entity (an “**Organisation**”), “you” (in its various grammatical forms) shall refer to such Organisation, and:
 - 1.3.1. you shall identify in the Application each of your employees, contractors, agents and other representatives who will attend the Training Session (each, an “**Attendee**”); and
 - 1.3.2. you shall be responsible for compliance with these Terms by all of your Attendees.
- 1.4. If the registrant is an individual, references to the “Attendee” in these Terms shall also refer to you, as the context requires.
- 1.5. Unless the context otherwise requires, the following definitions and rules of interpretation apply in these Terms:
 - 1.5.1. The headings in these Terms are inserted for convenience only and shall not affect their construction.
 - 1.5.2. A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
 - 1.5.3. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

2. TRAINING SESSION

- 1.6. OSC shall provide a Training Session for each of the Attendees listed in the Application.
- 1.7. The Training Session will occur on the date and time listed in the Application and all times shall be in Greenwich Mean Time or British Summer Time, whichever is in effect on the date listed in the Application.
- 1.8. If the Training Session is a live session, it will be held at the location identified in the Application.
- 1.9. If the Training Session will be provided online by webcast or other means, OSC will email each Attendee log-in details and instructions at least 24 hours prior to the Training Session to the email addresses listed in the Application.
- 1.10. The Training Session will cover the topics identified in the Application. If you are an Organisation, you shall not permit any person who is not a registered Attendee for the Training Session and for whom you have not paid the appropriate registration fee to attend, access or view the Training Session.
- 1.11. If you are an individual and the Training Session is provided online, you shall not permit any other person to access or view the Training Session.

2. TRAINING MATERIALS

- 2.1. Either prior to or at the commencement of a Training Session, OSC shall provide each Attendee with a copy of training materials covering the topics to be addressed at such Training Session (the “**Training Materials**”).
- 2.2. OSC may provide some or all of the Training Materials by email to the Attendees (at their email addresses listed in the Application) in such formats as OSC shall determine.
- 2.3. OSC owns, and shall retain ownership of, all right, title and interest in and to the Training Materials, including the worldwide copyrights and all other intellectual property rights therein.

- 2.4. OSC grants each Attendee a limited, royalty-free, non-sublicenseable, non-transferable license to use the Training Materials for his/her personal use in connection with the Training Session for which such Training Materials are provided by OSC.
- 2.5. Without limiting the foregoing, neither you nor any Attendee shall, as applicable:
 - 2.5.1. copy, create derivative works of, distribute, or publicly display any of the Training Materials, including without limitation, posting any of the Training Materials on a website;
 - 2.5.2. allow any third party to use or access any of the Training Materials; and/or
 - 2.5.3. provide copies of the Training Materials to other people within your Organisation.

3. FEES AND PAYMENT TERMS

- 3.1. You shall pay all applicable fees for all Attendees for the Training Session, as designated in the Application (the “**Fees**”).
- 3.2. All Fees shall be paid online at the time of registering for the Training Session using the online payment method provided. If the registration process does not provide for online payment, OSC shall email you an invoice and such invoice is payable upon receipt.
- 3.3. All Fees must be paid prior to the commencement of the Training Session and no Attendee will be permitted to attend or view a Training Session unless all Fees have been paid.
- 3.4. All Fees are non-refundable, except in the case of cancellation by OSC. If you are an Organisation and an Attendee is unable to attend the Training Session, you may switch the registration to another person and such person shall constitute an “Attendee” under these Terms, provided that:
 - 3.4.1. such person is your employee or an independent contractor with whom you have a pre-existing business relationship;
 - 3.4.2. you notify OSC at least 24 hours prior to the Training Session and provide the name, email address and any other information required by OSC to transfer the registration to such person.
- 3.5. If you or an Attendee are unable to attend the Training Session and cannot transfer the registration in accordance with the foregoing terms, if you notify OSC in advance, OSC may, on a case-by-case basis and in its sole discretion, permit you or an Attendee to defer attendance to a future training session covering the same topics as the Training Session.
- 3.6. OSC reserves the right to cancel the Training Session if OSC determines in its sole discretion that attendance at the Training Session is insufficient or for other reasons beyond OSC’s control, including the sickness or unavailability of an instructor or inclement weather. OSC shall attempt to provide as much prior notice by email as is reasonably possible if OSC cancels the Training Session.
- 3.7. You shall be responsible for all of your, and, if applicable, all of your Attendees’ costs and expenses associated with attending the Training Session if it is a live session, including all travel and accommodation costs.
- 3.8. If OSC cancels the Training Session, OSC will work with you to reschedule you or your Attendees for another training session covering the same topics as the Training Session. If OSC and you are unable to agree on the rescheduling of a cancelled Training Session, OSC shall refund all Fees paid by you for the Training Session. However, OSC shall have no responsibility or obligation to refund any costs and expenses incurred by you or, if applicable, any of your Attendees in connection with the cancelled Training Session.

4. CONDUCT OF THE TRAINING SESSION

- 4.1. The Training Session will be conducted by one or more authorised instructors selected by OSC.
- 4.2. If the Training Session is a live session, each Attendee is expected to act in a professional manner and to be courteous and respectful of the instructors and other attendees.
- 4.3. If an instructor determines that an Attendee is not conducting himself or herself in such manner or is otherwise acting in violation of these Terms, such instructor, in his or her sole discretion, may expel such Attendee from the Training Session and OSC shall have no obligation to refund any portion of the Fees paid for such Attendee.

5. RECORDINGS

- 5.1. NO ATTENDEE MAY:

- 5.1.1. MAKE ANY AUDIO OR VIDEO RECORDING OR TAKE ANY PHOTOGRAPHS OF A TRAINING SESSION OR ANY PORTION THEREOF; AND/OR
- 5.1.2. TAKE OR CAPTURE ANY SCREENSHOTS OR PHOTOGRAPHS OF ANY SCREEN OR MATERIALS DISPLAYED AS PART OF ANY WEBCAST OR ONLINE PRESENTATION OF THE TRAINING SESSION.

6. NON-SOLICITATION OF OSC PERSONNEL

- 6.1. You agree that for a period of one (1) year following the completion of the Training Session, you will not, for your own account or benefit, or on behalf of any other person or entity, recruit, solicit, hire in any capacity (or assist any other person or entity to solicit, recruit and/or hire in any capacity):
 - 6.1.1. any employee of OSC; and/or
 - 6.1.2. any contractor, subcontractor, consultant, or agent of OSC who is engaged by OSC in connection with the Training Session, including without limitation, any instructors conducting the Training Session.

7. RELEASES; LIMITATION OF LIABILITY

- 7.1. SUBJECT TO CLAUSE 7.4, OSC EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES RELATING TO THE TRAINING SESSION, ALL SERVICES PROVIDED IN CONNECTION WITH THE TRAINING SESSION AND ALL TRAINING MATERIALS, INCLUDING WITHOUT LIMITATION, ALL WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOUR USE, AND, IF APPLICABLE, YOUR ATTENDEES' USE OF THE TRAINING PROVIDED AND THE TRAINING MATERIALS IS AT YOUR AND THEIR SOLE RISK.
- 7.2. SUBJECT TO CLAUSE 7.4, YOU (ON YOUR BEHALF, AND, AS APPLICABLE, ON BEHALF OF EACH OF YOUR ATTENDEES) FOREVER RELEASE OSC AND ITS OFFICERS, MANAGERS, MEMBERS, EMPLOYEES AND AGENTS FROM ALL LIABILITY, CLAIMS OR CAUSES OF ACTION RELATING TO THE TRAINING SESSION, ALL SERVICES PROVIDED BY OSC AND ITS AGENTS IN CONNECTION WITH THE TRAINING SESSION, AND THE TRAINING MATERIALS.
- 7.3. SUBJECT TO CLAUSE 7.4, WITHOUT LIMITING THE FOREGOING RELEASE, IN NO EVENT SHALL OSC'S MAXIMUM CUMULATIVE LIABILITY TO YOU AND YOUR ATTENDEES FOR ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE TRAINING SESSION AND/OR THESE TERMS EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY YOU TO OSC.
- 7.4. NOTHING IN THESE TERMS LIMITS ANY LIABILITY WHICH CANNOT LEGALLY BE LIMITED, INCLUDING LIABILITY FOR:
 - 7.4.1. DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE;
 - 7.4.2. FRAUD OR FRAUDULENT MISREPRESENTATION; AND/OR
 - 7.4.3. BREACH OF THE TERMS IMPLIED BY SECTION 2 OF THE SUPPLY OF GOODS AND SERVICES ACT 1982 (TITLE AND QUIET POSSESSION).

8. TERMINATION AND SURVIVAL

- 8.1. These Terms only cover and apply to the Training Session, and upon completion of the Training Session, OSC shall have no further obligations to you or, if applicable any of your Attendees.
- 8.2. The terms of Clauses 2, 6, 7, 8, 9.2 and 10 and your and, if applicable, your Attendees' obligations thereunder, shall survive following the completion of the Training Session and shall remain in full force and effect.

9. GENERAL PROVISIONS

- 9.1. OSC and you are independent parties and nothing in these Terms will be construed as creating any partnership, employment or agency relationship between the parties.
- 9.2. You agree that you will (and you will cause each Attendee to) execute, acknowledge, and deliver all such additional documents, and take such further action, as OSC may reasonably request from time to time to carry out and consummate the terms of these Terms.
- 9.3. All notices provided in connection with these Terms will be in writing and delivered to the parties by email to;

9.3.1. you, at the email address listed in the Application; and

9.3.2. to OSC at training@opensourceconnections.com.

Notices will be deemed received at the time of transmission of the email unless the sender receives notification that such email was not successfully delivered.

3. HOW WE MAY USE YOUR PERSONAL INFORMATION

OSC will collect a limited amount of your personal data for the purposes of your registration at and attendance at the Training Session. We will comply with data protection law in our processing and use of your personal data. Our processing and use of your personal data is more particularly set out in our privacy notice on our website, as updated from time to time.

4. VARIATION

These Terms can be amended or modified only by a written instrument signed by both OSC and you.

5. ENTIRE AGREEMENT

These Terms comprise the entire agreement between you and OSC and they supersede and extinguish all prior representations, promises, assurances, warranties, understandings and agreements between you and OSC, whether written or oral, relating to its subject matter.

10. GOVERNING LAW AND JURISDICTION

These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be construed in accordance with, and governed by, the laws of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or their subject matter or formation (including non-contractual disputes or claims).

6. NO WAIVER

No waiver or failure by either party to exercise any option, right or privilege under these Terms on any occasion or occasions shall be construed to be a waiver of the same on any other occasion or of any other option, right or privilege.