

TERMS OF BUSINESS – AGENCY SUBSCRIPTION PACKAGES

Academize Ltd is a company incorporated in England and Wales under company number 15399013 and whose registered office is at Unit A, Telford Court, Chester Gates Business Park, Chester CH1 6LT (“Academize”).

1. Definitions

- **‘Accessed’** means the access to Academize’s Learner Management System and commencement of any course or the viewing or loading of any Course Materials by an LMS User
- **‘Course Materials’** means the physical or downloadable materials relating to any course (in whole or in part) together with all revisions and updates made by Academize, which may be in any format
- **‘Learner Management System or LMS’** means the CPD platform named www.academize.co.uk
- **‘LMS User’** means the person, organisation, corporate body, or education and childcare setting to whom Academize provides its services
- **‘Subscription Fee’** means the price set for the Subscription Period and Subscription Package
- **‘Subscription Package’** means either Candidate Safe, Candidate Accelerate, Candidate Excel or Candidate Choice
- **‘Subscription Period’** means either rolling monthly or annual 12 months’ access to the selected Subscription Package unless specified otherwise at the time of signing these TOBs
- **‘Subscription Renewal’** means the automatic renewal of Subscription Fees subject to cancellation policy clause 2.4.

2. Agreed Terms

- 2.1.** Use of the LMS indicates that the user has read and accepted these terms of business.
- 2.2.** By registering for any Subscription Package with Academize, the LMS User, and where relevant, their candidates accept these terms of business.
- 2.3.** Payment of Subscription Fees is an offer to enter into a binding contract with Academize on these terms of business. Academize may accept or decline this offer at its absolute discretion.

3. LMS Subscription

- 3.1.** A Subscription Package provides access to the specific content within the package via an online platform of CPD Courses and is available to individual agencies and their candidates (LMS Users)

- 3.2.** On payment of the selected Subscription Fee, Academize will provide access to the agreed subscription package for the subscription period.
- 3.3.** The subscription period automatically renews except in the conditions set in 4.1.

4. Cancellation

- 4.1.** LMS Users may cancel their subscription package at any time by emailing support@academize.co.uk and giving 30 days notice of intentions to cancel. Subscription fees already paid by the LMS User for that subscription period will not be refunded if the LMS has been accessed and any course viewed.
- 4.2.** Academize will refund the Subscription Fees paid if a cancellation is received within 14 days of payment and if the LMS has not accessed.
- 4.3.** Refunds will not be paid after the LMS has been accessed.
- 4.4.** Academize aims to process eligible refunds within 30 days of cancellation received as per 4.1.
- 4.5.** Academize reserves the right to remove access (on a temporary or permanent basis) to the LMS, irrespective of agency or LMS user, who does not comply with these terms and conditions or where Subscription Fees due to Academize are received late and/or not received.

5. Intellectual Property

- 5.1.** At all times Academize or its licensors remain the owner of the intellectual property of all Course Materials and all content displayed on the LMS or website. Course Materials and content displayed on the LMS or website may not be reproduced, shared, stored in a retrieval system, published or transmitted in any form or any means without the prior written permission of Academize.
- 5.2.** In consideration of receipt of the payment of Subscription Fees, Academize grants the LMS user a non-exclusive, non-transferable licence to use the LMS for the sole purpose of studying for the selected courses.
- 5.3.** Save as expressly set out in these Terms, LMS users may not modify, copy, reproduce, republish, upload, post, transmit, or distribute in any way any of the LMS content and Course Materials. Use of the LMS content and Course Materials not expressly permitted in these Terms is strictly prohibited and will constitute an infringement of Academize's copyright or Academize's other intellectual property rights, and/or the copyright or other intellectual property rights of Academize's licensors.
- 5.4.** With the exception of the LMS content and Course Materials, the material on our LMS is provided on an "as is" basis, without any conditions, warranties or other terms of any kind. To the maximum extent permitted by law, Academize provides its LMS on the basis that Academize excludes

all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for these terms and conditions might have an effect with respect to the LMS.

5.5. Whilst all courses go through stringent quality checks, Academize cannot affirm them to be error free. Any errors or discrepancies in our course materials can be submitted to Academize for review.

6. Third Party Websites

6.1. Links to third-party websites on the Academize LMS are provided solely for LMS Users' convenience.

6.2. No endorsements or representations are made by Academize for the third-party websites or their content. When accessing a link the LMS User leaves the Academize LMS.

6.3. Academize accepts no responsibility for third-party websites, their content or availability. Access to third-party LMS' is entirely at the LMS User's own risk.

7. Material and Conduct

7.1. Other than personally identifiable information, which is covered under Academize's Privacy Policy, any material transmitted or posted to the LMS, or course community hubs ("Academize Systems") shall be considered non-confidential and non-proprietary. Academize shall have no obligations with respect to such material. Academize and our designees shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

7.2. It is prohibited to post or transmit any material that is threatening, defamatory, obscene, offensive or similar on any Academize website or system. LMS Users are responsible for obtaining all necessary licences and/or approvals before submitting any information on the Academize System. Academize reserves the right to remove any material from Academize Systems that it considers inappropriate or unsuitable.

7.3. Academize shall fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting inappropriate material.

8. Privacy

8.1. Please refer to the Privacy Policy on the Academize LMS for full details of how personal information will be handled and processed by Academize.

9. Liability

9.1. Save to the extent permitted by law, Academize (and any of its group companies and the officers, directors, employees, shareholders, sub-contractors or agents of any of them) exclude all liability and responsibility (including without limitation in respect of negligence) from any amount or kind of loss or damage arising out of or in connection with use of this LMS and / or website.

9.2. Academize do not exclude or attempt to limit in any way liability for:

- personal injury or death resulting from our negligence;
- any matter for which it would be illegal to exclude or to attempt to exclude liability; or
- for fraud or fraudulent misrepresentation.

9.3. Subject to the exclusions/limitations set out above, Academize shall not be liable to LMS users, for any indirect or consequential loss or damage of any nature whatsoever arising and whether caused in tort (including negligence), breach of contract or otherwise (even if foreseeable), any loss of income or revenue, loss of business, loss of profit of contracts, loss of anticipated savings, wasted third party costs, and/or loss of data, management or office time.

10. General

10.1. Academize reserves the right to revise and amend these terms and conditions from time to time.

10.2. LMS Users will be subject to the terms and conditions in force at the time that they register for a course and / or access the Academize LMS and / or the Academize website.

10.3. If any provision within these terms and condition is held by any competent authority to be invalid or unenforceable (in whole or in part) the validity of the other provisions of these terms and conditions and the remainder of the provisions in question shall not be affected.

10.4. These terms and conditions (including in relation to any non-contractual obligations) shall be governed by and interpreted in accordance with English law and subject to the exclusive jurisdiction of the English courts.

SIGNED by _____

Date: _____

for and on behalf of **xxxxxx**