

Course Registration Terms of Business

YOUR ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF PARAGRAPHS 4.5 AND 4.6.

1. DEFINITIONS and INTERPRETATION:

1.1 “Account” means a single user access account to the Online Training identified by a unique login username and protected by a user-defined password. “Conditions” means the terms and conditions set out in this document. “Course” means any course purchased by the Participant from Reed. “Course Rules” refer to the rules and regulations (including policies and codes) stipulated by SkillSoft as in force from time to time. “End-User” means a Participant acting as an individual consumer for him/herself and not on behalf of a business. “Fees” means the fees payable by the Participant for the Service. “Materials” means all material provided by Reed and/or SkillSoft to the Participant which shall include online learning material (including log-in passwords). “Online Training” means an internet based system hosted by SkillSoft for delivery and management of the Course which includes the online learning material, online mentoring and tutoring and online assessments. “Order Acknowledgment” means Reed's written acknowledgement of the Participant's offer to purchase the Service from Reed. “Participant” means the individual procuring the Services from Reed. “Payment Agreement” means the agreement entered into between the Participant and Reed enabling Reed to receive the Fees in instalments. “Reed” means Reed Online Ltd (Company No. 6317279), a company incorporated in England and Wales whose registered address is at Academy Court, 94 Chancery Lane, London, WC2A 1DT, United Kingdom. “reed.co.uk Skillport” means the website located at <https://reed.skillport.com>. “reed.co.uk” means the website located at www.reed.co.uk. “Registration” means the Participant's registration on a Course. “Registration Date” means the date confirmed by Reed as the Participant's Registration Date. “Service” means the provision of a license by Reed to use the Online Training in accordance with the Conditions. “SkillSoft” means the organisation responsible for the delivery and development of the Course and Materials. “Term” means the term during which the Participant may access the Online Training. “Examination voucher” means a voucher issued to use as payment to sit an exam at an authorised testing centre to obtain official certification.

1.2 References to “we”, “us” and “our” are references to Reed.

1.3 A reference to a paragraph is to a paragraph of these Conditions.

2. REGISTRATION

2.1 Reed will supply the Participant with the Online Training Login details on the RegistrationDate.

2.2 The Registration length will be limited to 12 months for all courses.

2.3 The Term will commence on the Registration Date.

- 2.4 The Term cannot be extended.
- 2.5 These Conditions, the Order Acknowledgment, the Cancellation Provisions and the Payment Agreement (if applicable) set out the whole agreement between the Participant and Reed for the supply of the Service.
- 2.6 The Participant is responsible for ensuring that the information set out in these Conditions, the Order Acknowledgment, and the Payment Agreement are correct. Should any of the information set out in these documents be incorrect, the Participant must inform Reed of the error(s) as soon as reasonably practical in writing.
- 2.7 The Participant confirms that he/she is solely responsible for ensuring that he/she possesses the necessary skills and experience required to enrol on a specific Course and that he/she will comply with the Course Rules.
- 2.8 Reed has the right to revise and amend these Conditions from time to time and the Participant will be subject to the Conditions in force at the time that the Participant orders the Service.

3. INTELLECTUAL PROPERTY RIGHTS AND COPY RIGHT

- 3.1 Reed grants the Participant a terminable non-exclusive, non-transferable license to use one Account to the Online Training.
- 3.2 The Online Training is licensed (not sold) to the Participant, and SkillSoft and its licensors own all copyright and proprietary rights in the Online Training, the computer Software, artwork and other components included in the Online Training.
- 3.3 The Participant may use the Online Training on a single computer only. The Participant may not: (1) copy, distribute, rent, loan, lease or sublicense all or any portion of the Online Training; (2) modify, translate, distribute or prepare derivative works of the Online Training or the accompanying documentation; (3) reverse engineer, decompile or disassemble the Online Training or the accompanying documentation; or (4) remove any proprietary notices, labels, or marks on the Online Training and accompanying documentation.
- 3.4 Materials are subject to copyright and are intended for the Participant's individual learning purposes only.
- 3.5 The Participant must not publish, copy, sell, transmit, or otherwise reproduce or distribute any of the Materials otherwise than as permitted by law. However, the Participant is allowed to (1) store the Materials in electronic form (but not on any server or other storage device connected to a network); (2) print (but not

photocopy) one copy of the Materials; (3) display and retrieve the Materials and content from the Online Training on the Participant's computer screen.

- 3.6 The Materials provided to the Participant may contain licence agreements from third parties. The Participant must comply with any applicable licence agreements notified to him/her.
- 3.7 The Participant will indemnify Reed for any loss or damage suffered by Reed as a result of the Participant's use of the Materials other than in accordance with these Conditions.

4. GENERAL PROVISIONS

- 4.1 Any samples, drawings, descriptions or advertising issued by Reed, and any descriptions or illustrations contained in Reed's catalogues or brochures, or on reed.co.uk, are issued or published solely to provide the Participant with an approximate idea of the Course and/or Service they describe. They do not form part of the contract between the Participant and Reed or any other contract between the Participant and Reed for the provision of the Service.
- 4.2 Reed will issue the Order Acknowledgment as acceptance of the Participant's offer to purchase the Service. Reed is free to accept or decline the Participant's offer in its sole discretion.
- 4.3 Terms of the Order Acknowledgement shall prevail in case of any inconsistency between the terms set out in the Order Acknowledgment and the Conditions.
- 4.4 A binding agreement shall be entered into on the earlier of either the issuing by Reed of the Order Acknowledgement or of Reed notifying the Participant in writing of successful Registration on the Course.
- 4.5 The Participant acknowledges receipt of the Services by logging-in to the Online Training.
- 4.6.1 If the Participant is a consumer, he/she is entitled to cancel this agreement within 14 days. The cancellation period will expire after 14 days from the date of entering into this agreement.
- 4.6.2 The Participant's full rights and obligations in relation to cancellation of this agreement is set out in the document "Cancellation Provisions" which was provided to the Participant when he/she ordered the Course. A copy of this document is attached to these terms and conditions.
- 4.6.3 The provisions of this paragraph 4.6 do not affect the End-User's statutory rights.

- 4.6.4 If the End-User has logged on to the Online Training, the End-User will not be able to cancel the Course and no refund be made.

5. MATERIALS.

- 5.1 SkillSoft provides all Materials, and therefore Reed does not represent, warrant or guarantee that the Materials will be error free. Materials may become outdated and/or incorrect at any time. Reed will not refund Fees on the basis that Materials are not error free, accurate and/or up to date.
- 5.2 Reed will use reasonable endeavours to ensure that the Materials are available during the Term via the Online Training System on an uninterrupted basis. Reed cannot accept liability for unavailability due to (1) Reed's or SkillSoft's scheduled maintenance of the Online Training System or; (2) an event outside Reed's control.
- 5.3 Reed shall not incur any liability to the Participant for the Participant's inability to access the

Online Training due to events outside Reed's control including but not limited to the speed of the Participant's modem (or other connection devices used) and the Participant's use of third party security software or firewall/proxy servers.

- 5.4 Any problems experienced with the Online Training or access to Materials, must be reported by contacting Reed Customer Service on 0207 421 3204 or by e-mail to student.support@reedonline.co.uk. Reed will attempt to resolve such problems within a reasonable time.
- 5.5 Reed will use reasonable endeavours to provide log-in details for the Online Training within three (3) business days from the Registration Date by email.

6. FEES AND PAYMENT

- 6.1 The Course Fees (which include VAT) will be set out in the quotation Reed provided to the Participant. Prices are liable to change at any time, but any such change will not affect the Participant's orders that has been confirmed in writing.
- 6.2 Payment for all Courses must be made in advance by credit or debit card or in accordance with the Payment Agreement or by direct debit, by bank transfer or by cheque.
- 6.3 If payment is made by direct debit, the Participant must also enter into a direct debit mandate with the Participant's bank that provides for payment to Reed in instalments and with full payment of the Fees being made in less than twelve (12) months (such period starting from the date of the direct debit mandate).

- 6.4 If payment is not received on time, Reed may either cancel or suspend the Participant's access to the Online Training until the Participant has paid the outstanding amounts in full; or cancel the Payment Agreement or the Participant's direct debit mandate and require the Participant to pay any balance outstanding in full.
- 6.5 Materials and Fees, unless otherwise specifically stated in the quote, exclude certification fees, examination fees, personal stationery, and any other study related material the Participant may elect to purchase.
- 6.6 The mode of assessment varies between Courses and may include online assessments and/or submission of written assessments (or any combination thereof). SkillSoft and Reed reserve the right to change the mode of assessment applicable to a Course at any time, including after Registration. Reed will, however, where practicable give the Participant reasonable notice of any change to the mode of assessment.
- 6.7 The Participant is responsible for any costs and expenses related to accessing and/or running the Course Material on any computer system.

7. TRANSFERRING AND EXCHANGING OF COURSES

- 7.1 A Course is personal to the Participant and the Participant may not transfer the Course to any other person. The Participant's Registration will be automatically terminated if the Participant transfers the Participant's Registration.
- 7.2 Reed may in its sole discretion allow the Participant to apply the Fee as a credit against any other Course offered by SkillSoft on the following conditions:
 - 7.2.1 The Participant makes a request in writing to Reed, received within five (5) days from the
Registration Date, to transfer to an alternative Course;
 - 7.2.2 the fee for the alternative Course is equal to or less than the original Course Fee (or the Participant agrees to pay the difference where the fee for the alternative Course is higher than the original Course Fee);
 - 7.2.3 the Participant's access to any online Materials in respect of the original Course is cancelled;
 - 7.2.4 the Participant warrants that the Participant has not made any copies of the Materials or reproduced them in any way; and

7.2.5 the Participant warrants that the Participant has destroyed any Materials which the Participant downloaded on to the Participant's computer system.

8. "MONEY BACK" CERTIFICATION GUARANTEE

8.1 Subject to paragraph 8.2, we offer a "money back" certification guarantee on any Course you enrol in. Under the terms of this guarantee, if you purchase a Course from us and you fail an examination relating to that Course, and then fail the same examination a second time within 60 days of sitting the first examination, we will refund that part of the Course Fees pertaining to those Course Materials required for that examination.

8.2 In order to make a claim on the guarantee in paragraph 8.1, you:

8.2.1 must complete all modules of the training in the order specified in the online Study Plan, and within your training enrolment period; and

8.2.2 must achieve a minimum of 80% on all TestPrep practice examinations contained within the course prior to sitting the first and subsequent examination; and

8.2.3 must sit the first exam within thirty (30) days of successfully completing the relevant TestPrep, and the second exam within sixty (60) days of the first exam; and

8.2.4 must provide us with an original copy of the examination transcript within five (5) business days of each failed examination.

8.3 Any refund we make to you relates only to that part of the Course Fees pertaining to the Course Materials relevant to the failed examination, and does not cover the cost of the examination itself or other Course Fees. We do not refund interest charges or any applicable handling fees. EXAM PROVISIONS

9.1 Reed is not responsible for the conducting of any examinations or testing since Reed is not an authorised examination or testing centre. It is the Participant's responsibility to make the necessary arrangements in relation to examinations or testing.

9.2 Where authorised by an authorised examination centre, Reed may sell examination vouchers to Participants.

9.3 Where purchased, examination vouchers will be issued by Reed within five (5) business days of receipt of the Participant's request by email to course.enquiries@reed.co.uk. All examination voucher requests must be received within the Term. Examination vouchers are non-refundable and non-transferrable.

9.4 The conditions of examination voucher use are as specified by the examination test centre, and Reed takes no responsibility for changes to the terms of their use.

9.5 Reed will not offer compensation or re-issue an examination voucher for missed examination appointments, or failed examinations.

9.6 Reed does not warrant or guarantee that the Participant's Registration in, or completion of, any Course will result in, or improve the likelihood of the Participant securing any kind of employment, promotion or other benefit.

10. LIABILITY

10.1 Neither party's liability under these Conditions shall exceed the sum equal to the Course Fees the Participant had paid and in no circumstances shall either party be liable (1) for any losses, damages, costs and/or expenses arising from events outside such party's reasonable control, (2) for any consequential, economic, indirect or special loss howsoever arising, and/or (3) for any loss of profits, revenue, business, opportunity, goodwill, interest or savings (whether direct or indirect).

Nothing in this clause shall be construed to exclude or limit a party's liability for death or personal injury caused by negligence or any other liability which by law cannot be excluded or limited.

10.2 The Participant is solely responsible for ensuring that the purchase of, and the Participant's Registration in, any Course is appropriate to the Participant's specific needs and objectives.

11. FORCE MAJEURE

11.1 Neither party shall be liable for any delay or failure to perform its obligations under these Conditions arising from fires, floods, acts of God, strikes, riots or any other cause beyond its reasonable control ("force majeure") provided the affected party notifies the other immediately and takes all reasonable measures to mitigate the effects of the force majeure on its obligations and to resume the performance of its obligations as soon as possible after the force majeure.

12. NOTICES

All notices sent by the Participant to Reed must be sent to the address indicated in paragraph 4.6.2. We may give notice to the Participant at either the Participant's e-mail address or postal address provided to us. Notice will be deemed received and properly served twenty-four (24) hours after an e-mail is sent or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that the e-mail was sent to the specified e-mail address of the addressee.

13. WAIVER

No waiver by either party of any provision of these Conditions shall be binding unless expressly confirmed in writing.

14. SEVERABILITY

If any provision of these Conditions is held to be invalid or unenforceable, this will not affect the validity or enforceability of the remaining provisions of these Conditions.

15. RIGHTS OF THIRD PARTIES

A person who is not a party to these Conditions has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

16. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

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