



Terms & Conditions



# Parties:

These Reuzer Terms & Conditions ("**Agreement**") are entered between:

1. **REUZER LIMITED** incorporated and registered in England and Wales with company number 12592052 whose registered office is at Studio Inn 11 Netherconesford, 93-95 King Street, Norwich, NR1 1PW ("**Reuzer**"); and
2. the Company detailed in the applicable Proposal and/or each of its Users that use the Reuzer Platform (both collectively and individually referred to as the "**Client**").

BY USING THE REUZER PLATFORM, YOU AGREE TO THE TERMS OF THIS AGREEMENT, WHICH WILL BIND YOU. IF YOU HAVE USED THE REUZER PLATFORM BEFORE, THESE TERMS WILL APPLY RETROSPECTIVELY TO ANY PREVIOUS ACCESS TO THE REUZER PLATFORM. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, WE WILL NOT LICENSE THE REUZER PLATFORM TO YOU AND YOUR RIGHTS TO ACCESS THE REUZER PLATFORM WILL IMMEDIATELY TERMINATE.

*We recommend that you save a copy of this Agreement for future reference.*

# 01

## Interpretation



1.1. The definitions and rules of interpretation in this clause apply in this Agreement.

**Client Materials:** any information, text, graphics, photos, designs, content and materials inputted by the Client to the Reuzer Platform for the purpose of using the Services or facilitating the Client's use of the Services.

**Company:** means the company, partnership, sole trader or individual (as applicable) engaging Reuzer for the provision of Services and purchasing Subscriptions on behalf of its Users.

**Course:** a body of Reuzer Materials in the form of a specific training course on the Reuzer Platform.

**Custom Services:** any consultancy services, bespoke training services and/or bespoke training materials agreed with the Company from time to time in writing. Such Custom Services are not necessarily provided and/or hosted on the Reuzer Platform and may be provided 'offline'.

**Documentation:** any documents and/or materials made available to the Client by Reuzer from time to time which sets out a description of the Services and/or any user instructions for using the Reuzer Platform.

**Fees:** any fees or charges agreed to be paid by the Company in a Proposal.

**Intellectual Property Rights:** any patents, trade marks, service marks, copyright, database rights, moral rights, design rights, unregistered design rights, domain names, rights in get-up, topography rights, know-how, confidential information and any other intellectual or industrial property rights whether or not registered or capable of registration and whether subsisting in England or any other part of the world together with any goodwill relating or attached to such rights.

**Proposal:** means the applicable commercial terms agreed between the Company and Reuzer, detailing the number of applicable Subscription, the Fees and the Subscription Term, as well as details of any applicable Custom Services.

**Reuzer Materials:** means any text, graphics, audio, visual (including still visual images) and/or audio-visual material, data, database content or other multimedia content, reports, graphics, artwork, software applications, code, information and material, including metadata, or any other electronic content made available to the Client (excluding the Client Materials).

**Reuzer Platform:** means the Reuzer platform made available to customers for the provision of Courses and other competence management services.

**Services:** both: (i) the provision of access to the Reuzer Platform; (ii) making available specific Courses and/or Reuzer Materials; and/or (iii) any Custom Services agreed by the parties, each as agreed by the parties from time to time in writing.

**Subscription:** means the type of licence purchased by the Company for a User to access the Reuzer Platform for the Subscription Term.

**Subscription Term:** the licence period for use of the Reuzer Platform for the duration of the Client's Subscriptions detailed in a Proposal.

**User:** any employee or contractor of the Company that the Company purchases a Subscription for to use the Reuzer Platform.

1.2. The Client accepts responsibility in accordance with the terms of this Agreement for the use of the Reuzer Platform on or in relation to any computer, mobile or other device, whether or not it is owned by the Client ("**Device**").

1.3. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular. The terms 'including', 'include', 'in particular' or any similar expression shall be illustrative only and are not intended to limit the sense of the words preceding those terms.

1.4. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.5. Clause headings are for reference purposes only and shall not affect the interpretation of this Agreement.

1.6. A reference to 'writing' or 'written' includes email unless stated otherwise, but not faxes.

# 02

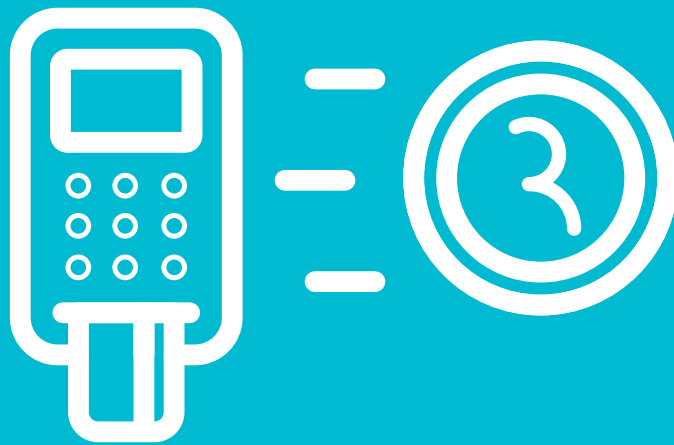
## Engagement, Subscriptions and Access to Courses



- 2.1. This Agreement shall:
- (a) apply to and be incorporated into the relationship between the Client and Reuzer in relation to the provision of the Services; and
  - (b) prevail over any inconsistent terms or conditions contained in, or referred to in, the Client's purchase order, confirmation of order, or specification, or implied by law, trade custom, practice or course of dealing.
- 2.2. Subscriptions will either be:
- (a) monthly subscription plans ("**Monthly Subscription**"). Monthly Subscriptions are subject to a minimum 12 month Subscription Term, which will successively automatically renew at the end of each 12 month period unless the Company notifies Reuzer at least one month in advance of the next automatic renewal date; or
  - (b) ad hoc access licences to a specific Course or Courses on the Reuzer Platform.
- 2.3. Users must be over eighteen years of age to create an account to use the Reuzer Platform.
- 2.4. The Company is responsible for allocating administrators to manage the Company's account in the Reuzer Platform ("**Administrator**"). The Administrator has the ability to add Users to the Reuzer Platform and they will be sent an email link to create an account to the Reuzer Platform. Each User will then be able to create a password and log into the Reuzer Platform.
- 2.5. The Client is responsible for maintaining the confidentiality of the Client's account and password and the Client agrees to accept responsibility for all activities that occur under the Client's account or password.
- 2.6. Each User can create a profile within the Reuzer Platform and some fields are mandatory, whereas others are optional.
- 2.7. The Client is responsible for ensuring that the details the Client provides to Reuzer are correct and complete, and for informing Reuzer of any changes to the information the Client have provided.
- 2.8. The Administrator will be able to assign Courses within the Reuzer Platform that are relevant to each User.
- 2.9. The Client acknowledges and agrees that Users may be required to have webcam images taken as they complete certain Courses as part of the Course verification requirements.
- 2.10. Once a Course is completed, the Client can download certificates of completion of the relevant Course.
- 2.11. The Client may request Custom Services from time to time. Where Reuzer agrees to provide such Custom Services, the parties shall document the agreed Fees and specification for the Custom Services in writing.

# 03

## Fees and Payment





- 3.1. The Company is responsible for paying:
  - (a) the Fees for each Subscription on behalf of its Users in accordance with the payment schedule in the applicable Proposal; and
  - (b) the Fees for any Custom Services agreed by the parties in writing from time to time.
- 3.2. Unless otherwise agreed by the parties in a Proposal, the Company must pay each invoice within 30 days after the date of the relevant invoice. All invoices are exclusive of any applicable local sales taxes, which will be payable in addition to the Fees.
- 3.3. If Reuzer has not received payment of an invoice by the applicable due date, and without prejudice to any other rights and remedies of Reuzer:
  - (a) interest shall accrue on any outstanding sums from the due date for payment in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment; and/or
  - (b) Reuzer may, without liability to the Client, suspend and disable the Client's (including any User's) password, account and access to all or part of the Services and Reuzer shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid.
- 3.4. All amounts and fees stated or referred to in this Agreement:
  - (a) shall be payable in pounds sterling (where payment is made in any other currency, we reserve the right to adjust the Fees to address any shortfall received by Reuzer due to exchange rate changes from time to time);
  - (b) are non-cancellable and non-refundable; and
  - (c) are exclusive of value added tax, which shall be added to Reuzer's invoices (where applicable).
- 3.5. Reuzer may set-off any liability that the Client may have to Reuzer against any liability that Reuzer may have to the Client.
- 3.6. Reuzer shall be entitled to increase the Fees payable at the start of each Subscription Term upon 30 days' prior notice to the Client and the applicable Proposal shall be deemed to have been amended accordingly.
- 3.7. In the event of the termination of this Agreement for any reason, all Fees from the effective date of termination until the end of the then current Monthly Subscription Term will become immediately due and payable by the Client, together with any outstanding Fees due at the effective date of termination.

# 04

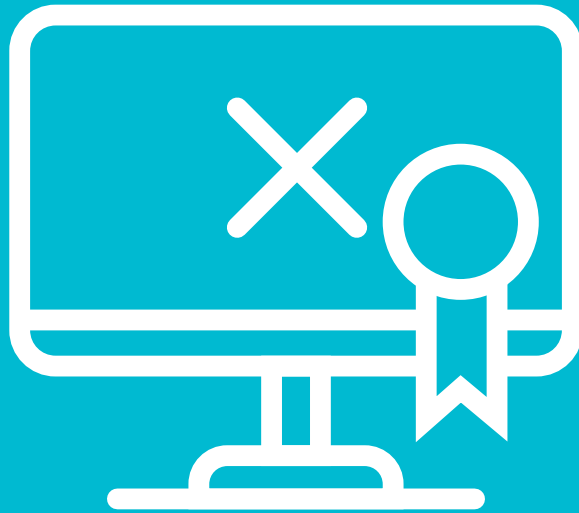
## Warranties and Disclaimers



- 4.1. Whilst Reuzer uses reasonable care and skill to create the Custom Services, Courses, Reuzer does not guarantee that any Custom Services, Courses, Reuzer Materials or Documentation are accurate, up to date and/or complete at any time.
- 4.2. Whilst Courses may cover recommendations for safety sensitive matters, each User is solely responsible for their health and wellbeing and the Custom Services, Courses and any Reuzer Materials should not be relied on or taken in isolation.
- 4.3. Reuzer does not guarantee that the information relating to a User's Course completion will be accurate and complete at any time. Any reliance on the Course completion information is at the sole risk of the Company and any third parties.
- 4.4. Reuzer does not warrant that:
  - (a) the Client's use of the Reuzer Platform will be uninterrupted or error-free;
  - (b) the Custom Services, Services or Reuzer Materials obtained by the Client through the Reuzer Platform (or otherwise) will meet the Client's requirements; or
  - (c) the Reuzer Platform will be compatible with the Client's Device or any telecommunication links.
- 4.5. Reuzer shall use reasonable endeavours to publish the times of planned system outages within the Reuzer Platform.
- 4.6. Reuzer are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Client acknowledges that the Reuzer Platform, Custom Services, Services, Courses and Reuzer Materials may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

# 05

## Licence Restrictions



5.1. Except as expressly set out in this Agreement the Client agrees:

- (a) not to copy the Reuzer Platform or any underlying source code;
- (b) not to disclose the Client's login information to the Reuzer Platform to any other person;
- (c) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Reuzer Platform;
- (d) not to make alterations to, or modifications of, the whole or any part of the Reuzer Platform, or permit the Reuzer Platform or any part of it to be combined with, or become incorporated in, any other programs;
- (e) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:
  - i. not to attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, display, transmit, or distribute all or any portion of the Reuzer Platform in any form or media or by any means; or
  - ii. not to attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Reuzer Platform;
- (f) not to create or facilitate any product or service which competes with the Reuzer Platform;
- (g) not to use the Reuzer Platform, the Services, the Documentation, the Courses or the Reuzer Materials to provide services to third parties;
- (h) not to license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Reuzer Platform, the Documentation, the Courses, the Reuzer Materials and/or the Services available to any third party;
- (i) not to attempt to obtain, or assist third parties in obtaining, access to the Reuzer Platform, the Documentation, the Courses, the Reuzer Materials and/or Services, other than as permitted by Agreement; and
- (j) to comply with all technology control or export laws and regulations that apply to the technology used or supported by the Reuzer Platform,

together defined as "**Licence Restrictions**".

# 06

## Acceptable Use Restrictions and Obligations



6.1. The Client must:

- (a) not use the Reuzer Platform in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Agreement, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices, into the Reuzer Platform or any operating system;
- (b) not infringe Reuzer's Intellectual Property Rights or those of any third party in relation to the Client's use of the Reuzer Platform, Services, the Documentation, the Courses or the Reuzer Materials including the submission of any infringing material by the Client to the Reuzer Platform;
- (c) not transmit any material that is defamatory, illegal, offensive or otherwise objectionable in relation to the Client's use of the Reuzer Platform;
- (d) not use the Services or the Reuzer Platform for any illegal, misleading or unethical purpose or otherwise in any manner which may be detrimental to the reputation of Reuzer;
- (e) not use the Reuzer Platform in a way that could damage, disable, overburden, impair or compromise Reuzer's systems or security or interfere with other users; and
- (f) not collect or harvest any information or data from any Service or Reuzer's systems or attempt to decipher any transmissions to or from the servers running the Reuzer Platform,

together defined as "**Acceptable Use Restrictions**".

- 6.2. The Client shall use its best endeavours to use adequate technological and security measures, including measures Reuzer may reasonably recommend (such as anti-virus and firewall protection on the Client's Device), or that the Client and Reuzer may agree to, from time to time.
- 6.3. Without prejudice to the obligations undertaken in this clause 6, the Client must notify Reuzer immediately upon becoming aware or suspecting that any login information has been used, or may be known, by any third party so that Reuzer can re-set the Client's login details.
- 6.4. The Client agrees to provide Reuzer with all reasonably required information, co-operation and assistance as may be required by Reuzer under this Agreement in a timely and efficient manner.
- 6.5. The Client acknowledges that the Client are solely responsible for procuring and maintaining the Client's network connections and telecommunications links from the Client's systems and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Client's network connections or telecommunications links or caused by the Internet.

# 07

## Intellectual Property Rights





- 7.1. The Client acknowledges and agree that Reuzer and/or its licensors own all Intellectual Property Rights in the Reuzer Platform, the Custom Services, the Services, the Courses, the Reuzer Materials and the Documentation. Except as expressly stated herein, this Agreement does not grant the Client any Intellectual Property Rights, or any other rights or licences in respect of the Reuzer Platform, the Services or the Documentation.
- 7.2. Reuzer hereby grants to the Client a non-exclusive, non-transferable licence to use the Services, the Custom Services, the Reuzer Platform, the Documentations, agreed Courses and the Reuzer Materials solely for the Client's reasonable internal business use. This licence will continue until the end of the applicable Subscription Term (howsoever arising), provided that the Client may retain any certificates and exported training records from the Reuzer Platform on a royalty-free, transferable irrevocable, perpetual basis.
- 7.3. The Client shall own all right, title and interest in and to all of the Client Materials that it uploads to the Reuzer Platform and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Client Materials. The Client hereby grants to Reuzer a non-exclusive, perpetual, irrevocable, transferable, royalty-free, worldwide licence to use the Client Materials in relation to any Reuzer services from time to time.
- 7.4. Reuzer warrant that Reuzer have all Intellectual Property Rights in relation to the Reuzer Platform, the Services, the Documentation, the Courses and the Reuzer Materials that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.
- 7.5. The Client warrants that all information disclosed to Reuzer is accurate, complete and that any Client Materials supplied may be used within the Reuzer Platform and for the provision of the Services without breach of any third party rights or Intellectual Property Rights. Consequently, the Client will therefore indemnify and keep Reuzer and its officers, employees, consultants, agents and sub-contractors indemnified, on demand, against all losses, costs and liabilities and all expenses, including reasonable legal or other professional expenses, suffered or incurred by Reuzer arising out of or in connection with any claim:
  - (a) in relation to the Client Materials infringing a third party's Intellectual Property Rights;
  - (b) in relation to the Client Materials' contents, accuracy or completeness; and/or
  - (c) for any defamatory, offensive or illegal content, information or materials provided by the Client either directly or indirectly to Reuzer.
- 7.6. The Client acknowledges that Reuzer may use any non-confidential details of the Services (including sharing any analysis or metrics gained from any testing) for a number of purposes, including case studies, publications, exhibitions, competitions and other promotional purposes (such as use in print and on the Reuzer website and social platforms). The Client hereby permit Reuzer and other associated parties to publish the name and standard logo of the Uzer solely for such purposes on a royalty-free, transferable irrevocable, perpetual basis.

# 08

## Confidentiality



- 8.1. A party ("**Receiving Party**") will keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed (either orally, in writing or by demonstration) to the Receiving Party by the other party ("**Disclosing Party**") or its employees, agents or sub-contractors and any other confidential information concerning the Disclosing Party's business, its products and services which the Receiving Party may obtain ("**Confidential Information**").
- 8.2. In relation to any Confidential Information received from the Disclosing Party or from a third party on behalf of the Disclosing Party, the Disclosing Party and the Receiving Party agree:
  - (a) to treat the Confidential Information in confidence and to use it only for the purpose of discharging the Receiving Party's obligations under this Agreement;
  - (b) not to disclose the Confidential Information to any third party without the express written permission of the Disclosing Party (except that the Receiving Party may disclose the Confidential Information to its officers, employees, consultants, agents and sub-contractors who need access to the Confidential Information in connection with discharging the Receiving Party's obligations under this Agreement and provided that such officers, employees, consultants, agents and sub-contractors are made aware of the confidential nature of the Confidential Information and are subject to confidentiality obligations at least as onerous as those set out in this Agreement); and
  - (c) to treat the Confidential Information with the same degree of care and with sufficient protection from unauthorised disclosure as the Receiving Party uses to maintain its own confidential or proprietary information.
- 8.3. Nothing in this Agreement will prevent the Receiving Party from using or disclosing any Confidential Information which:
  - (a) is in or comes into the public domain in any way without breach of this Agreement by the Receiving Party or any person or entity to whom it makes disclosure;
  - (b) the Receiving Party can show was: (i) in its possession or known to it by being in its use or being recorded in its files prior to receipt from the Disclosing Party and was not acquired by the Receiving Party from the Disclosing Party under an obligation of confidence; or (ii) to have been independently developed by the Receiving Party without reference to the Confidential Information;
  - (c) the Receiving Party obtains or has available from a source other than the Disclosing Party without breach by the Receiving Party or such source of any obligation of confidentiality or non-use;
  - (d) is disclosed by the Receiving Party with the prior written approval of the Disclosing Party; or
  - (e) is required by law to be released (e.g. by a court order), provided that, when permitted by the applicable law, the Disclosing Party is given as much prior written notice as possible of such request.
- 8.4. Notwithstanding any other provision, nothing in this Agreement will prevent Reuzer from sharing Confidential Information and Personal Data with the Company in relation to its Users.
- 8.5. This clause 8 shall survive termination of this Agreement, however arising.

# 09

## Data Protection



- 9.1. Reuzer's approach to the capture, storing, sharing and use of information and data (including data supplied by the Client) is set out in Reuzer's Privacy Notice, available at <https://reuzer.com/privacy-policy/> (as updated from time to time), and is incorporated by reference.
- 9.2. General Obligations. Each party will ensure that in the performance of its obligations under this Agreement it will at all times comply with all applicable Data Protection Laws and any other applicable privacy laws and regulations.
- 9.3. Data Specification. The Client must provide Reuzer with a document setting out the (a) subject matter and duration of any processing to be undertaken by Reuzer; (b) the nature and purpose of the processing; and (c) the type of Personal Data and the categories of data subject relevant to this Agreement.
- 9.4. Data Controller. The Client acknowledges and agrees that it will be the Data Controller under this Agreement and that it will be responsible for adequately addressing the use of cookies and data protection obligations in its end-customer / client terms and conditions and policies. As Reuzer does not have any control over the Client's data protection notices, policies and terms and conditions, the Client will indemnify and keep Reuzer and its Affiliates indemnified against all losses, costs, and liabilities and all expenses, including reasonable legal or other professional expenses, suffered or incurred by Reuzer arising out of or in connection with any claim in respect of: (a) a breach of clause 9.1, 9.2 or 9.3; (b) any liability arising whatsoever in respect of the cookies on, or the capture of Personal Data through, the Client's website(s); and (c) the consent of data subjects for the exportation of any Personal Data outside of the European Economic Area by Reuzer under clause 9.6.
- 9.5. Data Processor. Reuzer acknowledges and agrees that it will be the Data Processor under this Agreement and that it shall: (a) keep all Personal Data it receives, stores and collects from the Client strictly confidential (pursuant to clause 8 (Confidentiality)), and not disclose any Personal Data to third parties; (b) not use the Personal Data for any purpose other than to perform its obligations under this Agreement; (c) ensure that all Personal Data it receives, stores and collects from the Client is processed in accordance with this Agreement or as otherwise instructed in writing from time to time by the Client and Reuzer shall not process the Personal Data for any other purpose, unless required by law to which Reuzer is subject, in which case Reuzer shall to the extent permitted by law inform the Client of that legal requirement prior to responding to the request; (d) promptly carry out any written request requiring Reuzer to amend, transfer or delete the Personal Data or any part of the Personal Data made by the Client during this Agreement; and (e) notify the Client without undue delay or in any case within 48 hours upon Reuzer or any sub-processor becoming aware of a breach affecting Personal data and at this time providing the Client with all sufficient information required to meet any obligation to notify the relevant data protection authority or inform affected individuals under applicable Data Protection Laws.
- 9.6. Assistance. Reuzer agrees to assist the Client with all subject access requests which may be received from an end-customer in a prompt timeframe (at the Client's cost) and ensure that appropriate technical and organisational measures are in place to enable the Client to meet its obligations to those requesting access to Personal Data held by Reuzer. Upon request, Reuzer shall provide the Client with reasonably requested information within a reasonable timeframe to demonstrate its compliance with this clause 9. Reuzer shall assist the Client in relation to any data impact assessments and/or any prior consultation with the relevant data protection authority, provided that Reuzer shall be entitled to charge a reasonable fee for such assistance.
- 9.7. Data Transfers. Reuzer agrees not to transmit any Personal Data to a country or territory outside the European Economic Area without the Client's prior written consent, provided that such consent is hereby deemed provided where the Personal Data is subject to an adequate level of protection in accordance with Data Protection Laws.
- 9.8. Return of Data. Upon the termination or expiry of this Agreement for any reason, Reuzer shall destroy all Personal Data to the Client as requested by the Client in writing, provided that this shall not prevent Reuzer from retaining a copy to meet its legal or regulatory obligations.
- 9.9. Safeguards. Taking into account the state of the art, the costs of implementation, and the nature, scope, context and purpose of processing as well as the varying risks to rights and freedoms of natural persons, the parties warrant that for the duration of this Agreement they will implement administrative, technical and physical safeguards sufficient to ensure the security and confidentiality, and protect against the unauthorised or accidental destruction, loss, alteration, use, or disclosure, of Personal Data and other records and information of the end-customers or employees and to protect against anticipated threats or hazards to the integrity of such information and records.

# 10

## Limitations of Liability



- 10.1. The Client acknowledges that the Reuzer Platform has not been developed to meet the Client's individual requirements, and that it is therefore the Client's responsibility to ensure that the facilities and functions of the Reuzer Platform as described in the applicable documentation meet the Client's requirements. Reuzer only supplies the This clause 10 sets out the entire financial liability of Reuzer (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Client: (i) arising under or in connection with this Agreement; (ii) in respect of any use made by the Client of the Reuzer Platform, the Services, the Documentation, the Courses, the Reuzer Materials or any part of them; and (iii) in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 10.2. Except as expressly and specifically provided in this Agreement:
- (a) the Client assume sole responsibility for results obtained from the use of the Reuzer Platform, the Services, the Documentation, the Courses and the Reuzer Materials by the Client, and for conclusions drawn from such use. Reuzer shall have no liability for any damage caused by errors or omissions in any information or instructions provided to Reuzer by the Client in connection with the Services, or any actions taken by Reuzer at the Client's direction;
  - (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement; and
  - (c) the Reuzer Platform, the Services, the Documentation, the Courses and the Reuzer Materials are provided to the Client on an "as is" basis.
- 10.3. Nothing in this Agreement limits or excludes the liability of either party: (i) for death or personal injury resulting from negligence; (ii) for any damage or liability incurred by a party as a result of fraud or fraudulent misrepresentation by the other party; under any indemnity clause in this Agreement; or (iv) for any other liability which cannot be excluded or limited by law.
- 10.4. The Company will indemnify and keep Reuzer and its officers, employees, consultants, agents and sub-contractors indemnified, on demand, against all losses, costs and liabilities and all expenses, including reasonable legal or other professional expenses, suffered or incurred by Reuzer arising out of or in connection with any breach of this Agreement by the Company or any Uzer, or by any third party acting on the Client's behalf or a Uzer's behalf.
- 10.5. Subject to clause 10.4:
- (a) Reuzer will not be liable to the Client for loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of use, loss or corruption of data or information or any special, unforeseeable loss (i.e. indirect and consequential loss) or pure economic loss, costs, damages, charges or expenses. For the avoidance of doubt, loss or damage is unforeseeable if either it is not obvious that it will happen or if, at the time the contract was made, both Reuzer and the Client did not know that it might happen; and
  - (b) Reuzer's total liability to the Client in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising under or in connection with this Agreement will be limited to the Fees relating to the relevant Subscription in the then current Subscription Term or the Fees for the affected Custom Services (as applicable).
- 10.6. **In relation to liability arising between Reuzer and a Uzer, any sum payable will be paid to the Company due to the fact that the Company is the party paying the Fees initially. Each Uzer acknowledges and agrees that this is reasonable.**

# 11

## Termination





- 11.1. A Subscription (and in relation to the specific Uzer Agreement only) may be terminated by a Uzer at any time with immediate effect by providing written notice of termination to Reuzer (which may be submitted via the Reuzer Platform). Please note that by cancelling a Uzer account, the Uzer will be removing itself from the Reuzer system entirely. Any Subscription allocated to the relevant Uzer will immediately be void and no refund will be provided for the remainder of the Subscription Term.
- 11.2. Reuzer may terminate or suspend (at Reuzer's sole discretion) this Agreement immediately without any liability by providing notice to the Client if the Client breach any of the Licence Restrictions or the Acceptable Use Restrictions.
- 11.3. Without limiting any other rights or remedies, either party ("**Terminating Party**") may terminate this Agreement with immediate effect by providing written notice to the other party ("**Defaulting Party**") on or at any time after the occurrence of a breach by the Defaulting Party of its obligations under this Agreement which (if the breach is capable of remedy) the Defaulting Party has failed to remedy within 14 days after receipt of notice in writing from the Terminating Party requiring the Defaulting Party to do so; or
- 11.4. On termination for any reason:
- (a) all rights granted to the Client under this Agreement shall cease;
  - (b) the Client must immediately cease all activities authorised by this Agreement, provided that it will have a period of 14 days to export any certificates and/or training records from the Reuzer Platform; and
  - (c) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected or prejudiced.
- 11.5. If, for whatever reason, Reuzer's relationship with a third party service or data provider is restricted, suspended or terminated which affects Reuzer's ability to provide the Reuzer Platform, the Services, the Courses or the Reuzer Materials, Reuzer will notify the Client in writing and use reasonable endeavours to re-commence the Reuzer Platform, the Services and the provision of the Courses and Reuzer Materials as soon as possible. However, Reuzer will have no liability to the Client for any interruptions or termination of the Reuzer Platform or the Services hereunder.
- 11.6. The suspension or cancellation of the Client's account and the Client's right to use the Reuzer Platform shall not affect either party's rights or liabilities.
- 11.7. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.

# 12

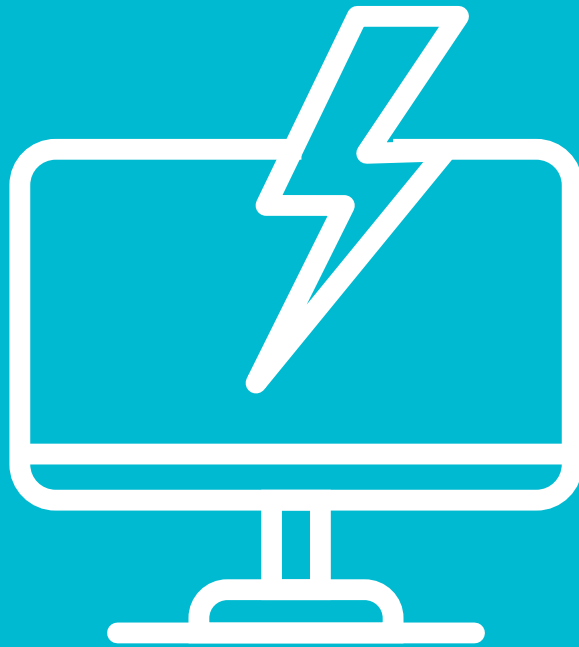
## Communication Between Us



- 12.1. If the Client wishes to contact Reuzer in writing, or if any condition in this Agreement requires the Client to give Reuzer notice in writing, the Client can send this to Reuzer by e-mail to [info@reuzer.com](mailto:info@reuzer.com) Reuzer will confirm receipt of this by return e-mail.
- 12.2. If Reuzer have to contact the Company or a Uzer in writing, Reuzer will do so by e-mail to the address the Client provides to sign up to the Reuzer Platform.

# 13

## Events Outside Our Control (Force Majeure)



- 13.1. Neither party shall in any circumstances have any liability to the other party under this Agreement if it is prevented from, or delayed in, performing its obligations under this Agreement or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes or illness involving the workforce of Reuzer, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.
- 13.2. If the force majeure event continues for a period of four weeks or more, the unaffected party may terminate this Agreement with immediate effect by providing the other party with written notice.

# 14

## Third Party Providers



- 14.1. The Client hereby acknowledges that the Services may enable or assist the Client to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that if the Client do so, this is solely at the Client's own risk.
- 14.2. Reuzer makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third party website, or any transactions completed, and any contract entered into by the Client with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Client and the relevant third party, and not Reuzer.
- 14.3. Reuzer recommends that the Client refer to the third party's website terms and conditions and privacy policy prior to using the relevant third party website. Reuzer does not endorse or approve any third party website nor the content of any of the third party website made available through the Reuzer Platform.

# 15

## Miscellaneous





- 15.1. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that are not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 15.2. Reuzer reserve the right to make changes to this Agreement at any time upon providing the Client with notice. If the Client continues to use the Reuzer Platform then the Client will be deemed to have accepted the updated Agreement. From time to time updates to the Reuzer Platform may be released. Depending on the update, the Client may not be able to use the Reuzer Platform and the Services until the Client have accepted any new terms. Certain updates, upgrades and/or additional features may also be subject to additional payment.
- 15.3. Subject to clause 15.2, no variation of this Agreement will be effective unless it is in writing and signed by the authorised representatives of the parties.
- 15.4. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. The rights and remedies provided under this Agreement are in addition to, and not of, any rights or remedies provided by law.
- 15.5. The Client shall not, without the prior written consent of Reuzer, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement. Reuzer may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 15.6. Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including without limitation the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 15.7. No one other than a party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.
- 15.8. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
- 15.9. All notices must be in writing and are deemed given when mailed by registered or certified mail, return receipt requested, to the other party's registered address (for the User, this will be the Company's registered address) (or such other address notified to the other party in writing from time to time). It is agreed that serving notice by email or fax will not be an effective method of providing notice of a legal claim under this Agreement.

# 16

## Law and Jurisdiction



16.1. This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including without limitation non-contractual disputes or claims) are governed by English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

 Reuzer.