

STANDARD TERMS AND CONDITIONS OF BUSINESS FOR TRAINING COURSES

By visiting this site and/or purchasing any of the services from i2, you engage in our “**Services**” (as further defined below) and agree to be bound by the following terms and conditions (“**Agreement**”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. This Agreement is an agreement between i2 and you or your organisation. This Agreement applies to all users of the site, including without limitation, users who are browsers, vendors, customers, merchants, and/or partners.

Please read this Agreement carefully before accessing or using our website and ordering any Services. By accessing or using and ordering any Services, you agree (on your own behalf and for the organisation that you represent) to be bound by this Agreement. If you do not agree to this Agreement and all the terms and conditions of this agreement, then you may not access the website or use and order any Services.

Interpretation

(i) In these conditions: -

- "Course Materials" means the course content and related information and documentation published by i2 in relation to a particular training course.
- "Course Term" means a set period of time set out for the provision of courses by i2.
- "i2" means i2 Group Limited in the United States and Commerce Decisions Limited in all other jurisdictions.
- "Licensee" means the person or company with whom i2 is contracted to provide the Services.
- "Conditions" means the terms and conditions set out in this document and any special terms and conditions agreed in writing between i2 and the Licensee.
- "Attendee" means a representative or representatives of the Licensee appointed by the Licensee to attend a training course provided by i2.
- "Force Majeure" means an act of God including but not limited to fire, flood, earthquake, windstorm or other natural disaster, act of warfare or insurrection, damage to property by or under the Order of any Government or Public or Local Authority or imposition of any Government Sanction, embargo or similar action, Judgment, Order, Decree, Embargo, Blockade, Labour Dispute including but not limited to strike, lock-out or boycott, interruption or failure of service including but not limited to electric, power, gas, water or telephone service and/or Network, act or omission of any third party service providers including but not limited to hotel or conference centre or other Venue proprietors.
- "Intellectual Property" means the trademarks, the service marks, and copyright including all similar rights.

- "License Agreement" means the i2 license agreement or SaaS agreement to which the Licensee is a party.
- "Licensee" has the meaning as set out in the License Agreement.
- "Order Form" means the order form or Quote as defined in i2's applicable License Agreement.
- "Online Venue" means the provision of the Services through a streaming platform or similar type of online audio and visual telecommunication system (such as Zoom, Webex or Teams).
- "Services" means the provision of a training course provided by i2 or any of its subcontractors.
- "Trainer " means the person appointed by i2 to provide the Services for a particular training course.
- "Venue" means the commercial venue with an address as the place where the in person Services shall be provided.

The headings in these Conditions are for convenience only and shall not affect their interpretation.

Purpose and Agreement

i2 will provide the Services to the Licensee. The parties shall agree the manner of the Services (either in person at a Venue or provided online through an Online Venue), the dates and times of the performance of the Services, together with a list of Attendees.

The Licensee shall either agree to an Order Form as presented by i2 or to the terms as set out by the parties in emails or other communication that discuss the particulars of the courses (such as dates (associated with the Course Term), the Venue, an Online Venue, and other issues as agreed by the parties). No e-mail communication or other notice document can vary these Conditions – only an amendment or other agreement that references this Agreement and which is signed by i2 can vary these Conditions.

Warranties and Limitations of Liability

i2 represents and warrants to Licensee that (i) it has the right to perform the Services in accordance with the terms of this Agreement; and (ii) it will perform the Services in accordance with customary industry standards.

The Services, the training course materials and the related answers are not intended to constitute a definitive or complete statement of the manner in which the Software operates or can be used. i2 is responsible only for providing the Services and does not make any warranties regarding the success or the outcome of such training, nor as to any results to be attained by attending the training courses or using the training materials provided.

i2 is not responsible for any incompatibility of the Services and the means of delivering it with Licensee's software or computer configuration in respect of an Online Venue training session.

EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION , i2, ON BEHALF OF ITSELF AND ITS SUBSIDIARIES AND AFFILIATES, ITS SUPPLIERS, CONTRACTORS AND AGENTS, HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE, THAT THE SERVICES WILL MEET ANY EXPECTATIONS OR DEAL WITH ANY SPECIFIC ISSUES, ALL OF WHICH ARE HEREBY EXCLUDED TO THE MAXIMUM EXTENT ALLOWED BY LAW.

i2 does not exclude or limit liability for: (a) death or personal injury caused by its negligence; or (b) any fraudulent misrepresentation or other fraud on the part of i2; or (c) any other liability that cannot be excluded by law.

Neither party shall be liable to the other for any indirect, special, exemplary, incidental or consequential damage, whether based on contract, tort, strict liability or any other legal theory, howsoever caused and whether such loss or damage was foreseeable, known, foreseen, or the party was advised of the possibility of such damage.

i2's total cumulative and aggregate liability shall not exceed the amount of the fees paid by the Licensee for the Services under the relevant Order Form (if applicable) during the preceding twelve (12) month period in respect of the incident giving rise to the liability.

The limitations of liability above shall apply regardless of the nature of the claim, whether for breach of contract, rescission of contract, tort, negligence, or under any other legal theory and indemnity.

Where i2 has delivered the Services at the Venue or Online Venue, as the case may be, during the Course Term, i2 will be deemed to have met its obligations under the terms of this Agreement and these Conditions.

Payment Terms and Cancellation

- 1) All fees payable in respect of each training course related to the Services shall be paid by the Licensee to i2 at the time of registration of the course using the i2 website.
- 2) Payment of the fees by the Licensee shall be deemed to constitute acceptance by the Licensee of the suitability of the Course Materials both for its own needs and those of any Attendee.
- 3) In the event that payment is not received by i2 in accordance with the provisions of subsection 1 above then i2 shall be entitled in its absolute discretion to decline to provide the Services to the Licensee and terminate this Agreement.

- 4) In the event that the Licensee cancels the attendance of an Attendee to a particular training course then:
 - provided the Licensee has given at least 14 days notice of such cancellation to i2 the Licensee shall be entitled to a refund of 50% of all fees paid on account in relation to the attendance of that Attendee.
 - Where the Licensee has given less than 14 days notice of such cancellation to the Licensee then the Licensee shall not be entitled to any refund of fees paid on account in relation to the attendance of that Attendee.
- 5) In the event that the Licenser cancels or changes the date of a particular training course then:
 - the Licensee may accept the cancellation and receive a full refund of the fees paid where the Licenser has cancelled the training course.
 - the Licensee may either agree to the new date for the particular training course and/or alter the Attendees of the course;
 - The acceptance of the new date will be at no additional charge;
 - where the Licenser has changed the date of a particular training course, if the Licensee decreases the number of Attendees then the Licenser shall refund an amount of the fees paid associated with the decreased number of Attendees; if the Licensee increases the number of Attendees then the Licenser shall pay an amount of fees associated with the increased number of Attendees (note that the refund or increase in fees, respectively, may not be based on an exact percentage basis of Attendees due to flat fees, minimum fees, and/or tiered pricing).
 - For the purposes of this section, “changing the date” of a training course means any of the following: changing the start date; changing the hours during which the training course will be provided; and changing any subsequent days that are not the start date.

Attendees and Licensee Responsibilities

- The Licensee shall provide i2 with full details of each Attendee, however the Licensee is entitled to substitute one Attendee attending a particular course for another provided prior notice (no less than two business days prior to the scheduled course start date) is given to i2.
- i2 retains the right in its absolute discretion to refuse to provide the Services to a particular Attendee or to eject an Attendee from the training course if i2 considers that Attendee to be disruptive or abusive or a disturbance to other Attendees or the Trainers.

- Licensee must appoint a project manager to coordinate with i2 if requested by i2. The project manager so appointed will be the only go-between between i2 and the Licensee.
- The project manager shall work with i2 to procure and schedule courses and to provide any notice of changes that the Licensee requests associated with the courses. Any change is subject to the terms of this Agreement; for any request that changes a course date during the Course Term and where the changed course date is also during the Course Term, i2 will use commercially reasonable endeavours to accommodate the Licensee's request.
- All Attendees will abide by all requirements of a Venue and any rules for an Online Venue that may be provided by i2.

Trainer

i2 shall provide the Licensee with full details of the Trainer who is to attend a particular training course and shall use its reasonable endeavours to ensure that the listed Trainer provides the Services; i2 retains the right in its absolute discretion to substitute one Trainer for another without notice at any particular time.

Venue

i2 shall use its reasonable endeavours to ensure that the Services are provided at the advertised Venue but reserves the right, in its absolute discretion, to substitute the Venue should circumstances dictate.

Where the Venue requires i2 to deliver Services on Licensee premises, Licensee shall provide, in a timely manner and at no charge to i2, office accommodations, facilities and equipment as i2 may reasonably require for the performance of Services and the Licensee shall provide copies in advance of the training session of the Licensee's applicable safety and security policies and procedures.

Licensee acknowledges that i2 is not responsible for any deficiency in performing the Services if a deficiency results from Licensee's failure to provide i2 with any information and data, access to WiFi or the internet, assistance and cooperation reasonably required by i2 for the performance of the Services.

Online Venue

In respect of providing the Services via an Online Venue, Licensee is responsible for configuring its information technology, computer programmes and platforms in order to access the Services in accordance with i2's requirements.

Consultancy Information and Data

Notwithstanding anything else set out in these conditions the intellectual property and copyright in respect of any course materials and any other electronic and written information and data prepared by i2 for or in connection with the provision of the Services shall remain vested in i2. Licensee (including all Trainees) may:

a) search, view, copy, print out and use material from the Services for the purpose of completing training sessions in their own name as an Attendee;

b) bookmark or link to any part of the Services;

c) access the Services while away from their principal place of work, provided their principal place of work is one of the Licensee's sites or an authorized remote location directly associated with the Attendee.

Licenses in the training materials are provided solely for the Licensee's personal use and may copied and used by Licensee's personnel (including the Attendees) for use with i2's software licensed under the License Agreement. The training materials are provided "as is" with no warranties of any kind. The training course materials may not be reproduced or utilized for unauthorized purposes, nor forwarded nor disclosed to third parties without i2's prior written consent. If any software is made available during the training course, it may not be taken or removed from the training site, copied or otherwise made usable in any unauthorized manner and is provided entirely for the purposes of providing the Services and for no other purpose. Unless the Attendees are using software licensed pursuant to the Licensee's License Agreement, no license of any kind is provided in software.

To the extent that Licensee provides i2 with Licensee's data during the provision of the Services, then the Licensee represents and warrants that: The Licensee has all right and permission to provide i2 and its trainers with access to such data. i2 shall only use such data for the provision of the Services and i2 will not make any copies itself of the data or the data as altered during the provision of the Services except as directed by Licensee. Only Licensee can direct i2 in the manner and the use of such data. Licensee agrees that Licensee is the controller of such data and that i2 is a processor.

The parties shall observe all statutory regulations governing the protection of personal data.

i2 will be processing Licensee's personal data (such as those of the Attendees) subject to i2's data processing agreements found here: <http://www.i2group.com/legal>. Licensee warrants that it has the proper permissions in order to provide i2 with this personal data.

Licensee declares that it has satisfied all prescribed statutory prerequisites (e.g. by obtaining declarations of consent) for i2 to be able to deliver the Services without breaching any pertinent legislation.

i2 reserves all Intellectual Property rights to the training materials which includes: course papers, materials, aids, and any software used and to all related information conveyed during the Services, whether written or oral.

Force Majeure and Sickness

- Neither i2 nor any of its employees, agents or subcontractors shall be considered in breach of contract or to be under any liability whatsoever to the Customer for the non-performance, part-performance, defective performance or delay in performance of any obligation performed or to be performed by i2, its employees, agents or sub-contractors under the Contract which is directly or indirectly caused or is as a result of an event of Force Majeure and the dates and time scales (if any) directly agreed between the parties/or the performance of the Services shall be extended by a fair and reasonable period of time which is sufficient to enable i2 to perform or re-perform the relevant contractual obligation taking into account i2's other obligations with its other customers.
- Neither i2 nor any of its employees, agents or subcontractors shall be considered in breach of contract or to be under any liability whatsoever to the Customer for the non-performance, part-performance, defective performance or delay in performance of any obligation performed or to be performed by i2, its employees, agents or sub-contractors under the Contract which is directly or indirectly caused or is as a result of ill health, sickness or accident affecting any Trainer or any employee or subcontractor of i2.

VAT

All sums payable to i2 unless otherwise stated are subject to applicable sales taxes, such as (but not inclusively) VAT, state taxes, GST, and HST. All fees as presented under this Agreement are exclusive of applicable sales taxes; all sales taxes will be invoiced at the time of payment by Licensee.

Termination and Course Term

- i. i2 shall be entitled to terminate this Agreement and its Conditions between i2 and the Licensee in the event of:
 - i. failure on the part of the Licensee to pay the Fees on the invoice date;
 - ii. failure on the part of the Licensee to perform its obligations as set out herein;
 - iii. the appointment of a receiver administrator administrative receiver or trustee in bankruptcy of the Licensee's property or any assets or any part of them or if a Court Order is made or a resolution passed for the winding up of the Licensee or if the Licensee commits an act of bankruptcy or any bankruptcy petition is presented against the Licensee.
- ii. where the Order Form provides for a Course Term (whether by way of stating an expiry or end date, a set number of days for the provision of courses, or another time period), then the Licensee agrees that it must avail itself of procuring courses during the Course Term. If the Licensee has not procured all of the courses for which it has paid Fees during the Course Term, the Licensee waives any rights it may have (to the extent that such rights can be waived) under common law, consumer protection laws, and other statutory and regulatory regimes to a refund for the Fees and a requirement that i2 provide courses outside the set Course Term.

Assignment

Any contract made between the Licensee and i2 is personal to the Licensee and may not be assigned to any third party without the formal written consent of i2 which consent shall be at i2's absolute discretion.

Independent Contractors

The parties agree that i2 is an independent contractor providing services under this Agreement to the Licensee and that no partnership is entered into by the parties; neither party will have the power to bind the other or incur obligations on behalf of the other party.

Notices

Any notices to be given hereunder shall be sent by i2 to the email address used to purchase the Services online, as set out in the Order Form, or as set out in the License Agreement. The Licensee shall include in the subject line of any notice the following: "This Notice is made in relation to a Training Session" and shall include any reference number as provided in the Order Form.

Exclusion of Waiver

In no event shall any delay, failure or omission on the part of either of the parties in enforcing, exercising or pursuing any right, power, privilege, claim or remedy arising under this Contract be deemed to be or construed as:

- i. a waiver thereof of any such right, power, privilege, claim or remedy or
- ii. operate so as to bar the enforcement or exercise of any such right, power, privilege, claim or remedy in any other instance at any time or times thereafter.

Jurisdiction and Venue

The Agreement will be governed by and construed in accordance with the laws of England and Wales, excluding that body of laws known as conflicts of law. Any legal action or proceeding arising under the Agreement will be brought exclusively in the English Courts and Licensee hereby irrevocably consents to the personal jurisdiction and venue therein.

Full Agreement and Amendment

Except as expressly agreed in the relevant Order Form, this Agreement and the Order Form may not be amended and modified by the parties in any manner, except by a written instrument signed by an authorized representative of i2 and Licensee. This is the full agreement between the parties in respect of the Services, but both parties agree that the License Agreement, any ancillary data protection agreements, and any other agreements entered into between the parties are not affected this Agreement. To the extent that the Order Form provides additional details regarding the Services, the Order Form shall prevail to the extent that there is any inconsistency between the Order Form and this Agreement. If for any reason a court of competent jurisdiction finds any provision of the Agreement invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of the Agreement will remain in full force and effect; if the provision cannot be enforced, it shall be deemed to be removed from the Agreement and this Agreement shall otherwise continue to be in force.

Please click the 'I agree' box to evidence your agreement with and your intent to be bound by these terms. If you do not agree to be bound by these terms, do not click the 'I agree' box: this means that you will not be provided with any training services and i2 has no legal obligation to provide you with any services.