

## 1. TERMS AND CONDITIONS

1.1. These are the Terms and Conditions for Yaseico Ltd, a company incorporated in Scotland (registered number SC650753) with registered office at, Suite 2, Ground Floor, Orchard Brae House, 30 Queensferry Road, Edinburgh, EH4 2HS (“**Supplier**”) in relation to its online Cyber Training Centre software as a service platform.

(<https://thecybertrainingcentre.co.uk/>)

and

The person who accepts these provisions on behalf of their company by clicking ‘Accept’ to conclude these terms and conditions (the **Agreement**) online prior to using the software and services provided by the Supplier (**Customer**).

## 2. DEFINITIONS

2.1. The following definitions apply to these Terms and Conditions.

**Authorised Users:** means Customer User who are employed by and authorised by the Customer to use the Services and the Documentation in accordance with the Agreement.

**Business Day:** any day which is not a Saturday, Sunday or public holiday in the UK.

**Confidential Information:** Any information (except for External Resources and Course certificates) that is accessed as part of a Course which includes, but is not limited to proprietary or confidential which and is either clearly labelled as such or which ought reasonably to be treated as confidential, such as Documentation, the design, structure and content of a Course and Course Resources.

**Customer Data:** the data inputted by the Customer, Authorised Users, or the Supplier on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services together with all reports and/or aggregated data generated by or on behalf of the Customer in using the Services.

**Customer User:** means individual employees of the Customer, which are registered users of the Services.

**Course:** An online training course delivered by the service, which can include Course Resources and the general learning content presented in the Course including but not limited to course modules, topics, assessments (tests), and Course Certificates. Access to a course requires a User License

**Course Certificate:** A certificate generated for an Authorised User having successfully completed a course or standalone assessment, and which is available for download prior to the License Expiry Date.

**Course Resources:** Includes all training content and materials which can be accessed online or specifically made available to download.

**Third Party Resources:** Resources may also be provided in the form of links and references to external 3<sup>rd</sup> party resources and materials.

**Data Protection Legislation:** means the Data Protection Act 2018 or latest equivalent published legislation.

**Documentation:** Any Course Resource made available to the Customer by the Supplier (including by online means) including which sets out a description of the Services and the user instructions for the Services.

**Effective Date:** the date that the Customer accepts to conclude this Agreement online.

**Enrolment:** A user is automatically enrolled onto a course either when i) purchasing a User License for their own use or ii) a Group leader invites a person to be part of a group which includes courses they previously volume purchased

**Enrolment date:** The enrolment date is the date and time when Enrolment occurs

**External Resources:** Information and data which is in the Public Domain and is provided “as-is” by third parties, to which external reference links provided in a Course or in Course Resources. External resources may be subject to third party Copyright and additional conditions.

**UK GDPR:** The UK Data Protection Act

**Group Leader:** A group leader is either a Customer who volume purchases individual or multiple User Licenses or an Authorised User that is nominated by the Customer to be responsible for enrolling and managing other Authorised Users.

**Normal Business Hours:** 9.00 am to 5.00 pm local UK time, each Business Day.

**Notice Period.** The notice that is required for termination of Services. Subject to clause 13 for monthly contracts this is 1 month and for annual contracts this is 3 months.

**Services:** the online training Courses, Course assessments and Course Resources provided by the Supplier to the Customer under this Agreement via the website The Cyber Training Centre and as stated in any Services Confirmation or such other website notified to the Customer by the Supplier from time to time.

**Services Confirmation:** means any document provided to the Customer containing details of Fees and further details about the Services.

**Software:** the online software applications provided by the Supplier as part of the Services.

**License Expiry Date:** The date when a User License expires and access to Services a course expires such that the user can no longer access a Course, course materials or Course Certificates.

**License Fees:** the individual product or combined product fees payable by the Customer to the Supplier to permit Authorised User access to the Services, as set out on the website or in a separate Services Confirmation.

**License Start Date:** the date when one or more Services such as training courses are purchased. This date may differ from the user registration date.

**User License:** (or simply “License”) is one or more Licenses purchased by the Customer pursuant to clause 9 which entitle the Customer and / or Authorised Users to access and use the Services and the Documentation and Course Resources in accordance with this

Agreement. A User License is required for each individual Authorised User, which may be assigned by a Group Leader.

**Virus:** 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.

### **3. USER LICENSE TERMS**

- 3.1. The Supplier grants to the Customer, from the License Start Date, a non-exclusive, non-transferable right to enrol one or more Authorised Users in Courses up to and including the quantity of User Licenses purchased. The enrolment of an individual Authorised User in a purchased course product consumes a User License for that product. Authorised Users will be able to access purchased training course products for the period commencing from the License Start Date until the License Expiry Date, where the expiry date shall be the earliest of:
  - The License period specified on any individual training course product as described on the website; OR
  - Twelve (12) months from the date of purchase.
- 3.2. In relation to the Authorised Users, the Customer undertakes that:
  - 3.2.1. it will use the Services solely for the Customer's own employees and internal business operations.
  - 3.2.2. it will not attempt to assign more User licenses to individuals than they have purchased;
  - 3.2.3. it will not allow or suffer any single User License to be used by more than one individual Authorised User ;
  - 3.2.4. it will not reassign or transfer a User License to a new Authorised User, once it has been assigned to an initial individual Authorised User;
  - 3.2.5. each Authorised User shall keep a secure password for his use of the Services and Documentation and that each Authorised User shall keep any password provided to them confidential.
- 3.3. The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:
  - 3.3.1. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
  - 3.3.2. facilitates illegal activity;

- 3.3.3. depicts sexually explicit images;
- 3.3.4. promotes unlawful violence;
- 3.3.5. is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- 3.3.6. in a manner that is otherwise illegal or causes damage or injury to any person or property;

and the Supplier reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

- 3.4. The Customer shall not (except to the extent expressly permitted under this Agreement), attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or
  - 3.4.1. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
  - 3.4.2. access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or
  - 3.4.3. attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this Agreement
- 3.5. The Customer shall not, unless permitted by a separate agreement, and except as permitted under this Agreement in relation to Authorised Users:
  - 3.5.1. use the Services and/or Documentation to provide training or similar services to third parties; or
  - 3.5.2. use the Services and/or Documentation to create or provide training services to anyone within their own organisation
  - 3.5.3. sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party.
- 3.6. The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify the Supplier.
- 3.7. The rights provided under this clause 3 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.

#### 4. SERVICES

- 4.1. The Supplier shall provide the Services to the Customer on and subject to the terms of this Agreement.
- 4.2. The Supplier shall use commercially reasonable endeavours to make the Services available during Normal Business Hours.
- 4.3. The Supplier may also make the Services available outside of Normal Business Hours except for periods which include:
  - 4.3.1. Routine and planned maintenance, normally carried out outside of Normal Business Hours, typically between the hours of 6pm and 6am on Business days and at any time during a non Business Day;
  - 4.3.2. An extended period of maintenance being necessary, in which case, where possible an advance notice will be displayed on the website.
- 4.4. The Supplier will, as part of the Services and at no additional cost to the Customer, provide the Customer with the Supplier's standard customer support services during Normal Business Hours in accordance with the Supplier's support services policy in effect at the time that the Services are provided. Customer support will be provided by email service only, where tickets can be raised initially on the contact form of the website.

#### 5. CUSTOMER DATA

- 5.1. The Customer shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data. The Supplier does not monitor any Customer Data posted by the Customer as part of the Services.
- 5.2. The Supplier shall follow its standard archiving procedures for Customer Data. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for the Supplier to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the Supplier in accordance with its archiving procedures. The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party.
- 5.3. The Supplier shall, in providing the Services, comply with its Privacy and Security Policy relating to the privacy and security of the Customer Data available at the website address as may be notified to the Customer from time to time, as such documents may be amended from time to time by the Supplier in its sole discretion.
- 5.4. If the Supplier processes any personal data on the Customer's behalf when performing its obligations under this agreement ("**Personal Data**"), the parties record their intention that the Customer shall be the data controller and the Supplier shall be a data processor and in any such case:

- 5.4.1. the Supplier shall process the Personal Data only in accordance with the terms of this Agreement and any lawful instructions reasonably given by the Customer from time to time;
- 5.4.2. all individuals involved in the provision of the Services on behalf of the Supplier shall be subject to appropriate obligations of confidentiality;
- 5.4.3. the Supplier warrants that the provision of the Services includes the implementation of sufficient technical and organisational measures to ensure an appropriate level of security in relation to the processing of Personal Data as required by UK Data Protection Legislation;
- 5.4.4. the Supplier shall as far as is possible and proportionate in relation to the nature of the processing, implement technical and organisation measures that assist the Customer with its obligations in relation to the exercise of data subject's rights ;
- 5.4.5. the Customer acknowledges that the Supplier is authorised to transfer Personal Data to a third party technology partner which the Supplier has engaged, or may engage, in relation to any discrete element which is comprised within the Services (a "**Third Party Provider**") on condition that any such transfer and engagement will be in accordance with UK Data Protection Legislation;
- 5.4.6. the Supplier shall ensure that any engagement of a Third Party Provider shall be on terms which are no less protective of the Personal Data than the terms of this Agreement, and the Supplier shall remain fully liable to the Customer for the performance of a Third Party Provider's obligations;
- 5.4.7. the Supplier shall notify the Customer without undue delay after becoming aware of any breach of Data Protection Legislation relating to the Personal Data. Such notification shall:
  - 5.4.7.1. include information on the nature of the breach and the data involved;
  - 5.4.7.2. describe the categories and approximate number of individuals concerned and the likely consequences;
  - 5.4.7.3. describe the measures taken or proposed to be taken to address the issue; and
  - 5.4.7.4. provide contact detail for the Customer to obtain more information on the issue;
- 5.4.8. the Supplier shall, delete all Personal Data in accordance with its data retention policy, except where the Supplier is required to retain any such Personal Data under any separate legal obligation;
- 5.4.9. the Customer acknowledges and agrees that the personal data may be transferred or stored outside the EEA or the country where the Customer and the Authorised Users are located in order to carry out the Services and the Supplier's

other obligations under this Agreement subject to appropriate safeguards being in place as required under Data Protection Legislation;

- 5.4.10. the Customer shall ensure that the Customer is entitled to transfer the relevant Personal Data to the Supplier so that the Supplier may lawfully use, process and transfer the Personal Data in accordance with this agreement on the Customer's behalf;
- 5.4.11. the Customer shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by Data Protection Legislation;
- 5.4.12. the Supplier shall process the personal data only in accordance with the terms of this agreement and any lawful instructions reasonably given by the Customer from time to time; and
- 5.4.13. each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

## **6. CUSTOMER OBLIGATIONS**

- 6.1. The Customer shall provide the Supplier with all necessary co-operation in relation to this Agreement and all necessary access to such information as may be required by the Supplier in order to provide the Services.
- 6.2. The Customer shall comply with all applicable laws and regulations with respect to its activities under this Agreement and shall carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner.
- 6.3. The Customer shall ensure that the Authorised Users use the Services and the Documentation in accordance with the Terms of this Agreement and shall be responsible for any Authorised User's breach of this Agreement.
- 6.4. The Customer shall obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services.

## **7. SUPPLIER OBLIGATIONS**

- 7.1. The Supplier undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.
- 7.2. The undertaking at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or

alteration of the Services by any party other than the Supplier or the Supplier's duly authorised contractors or agents. Notwithstanding the foregoing, the Supplier:

- 7.2.1. does not warrant that the Customer's use of the Services will be uninterrupted or error-free; or that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and
- 7.2.2. is 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 Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 7.3. This Agreement shall not prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.
- 7.4. The Supplier warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.

## **8. RIGHTS IN THE SERVICES**

- 8.1. All intellectual property rights in the Services are owned by or validly licensed to the Supplier.
- 8.2. Software and Documentation provided in relation to the Services are provided solely in relation to the Customer's use of the Services.

## **9. PAYMENT**

- 9.1. The Customer shall pay the License Fees to the Supplier for the User Licenses in accordance with this clause 9.
- 9.2. The Customer shall provide, via the Supplier payment gateway, valid, up-to-date and complete credit card details or approved purchase order information acceptable to the Supplier and any other relevant valid, up-to-date and complete contact and billing details.
- 9.3. All License Fees shall be received by the Supplier prior to the commencement of the Services.
- 9.4. If the Supplier has not received full payment, including the case where a card payment has been cancelled, voided or reversed, then without prejudice to any other rights and remedies of the Supplier:

- 9.4.1. If the Customer is already using the Services, the Supplier may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and the Supplier shall be under no obligation to provide any or all of the Services while the License Fees concerned remain unpaid;
- 9.5. All amounts and fees stated or referred to in this Agreement or on the website shall be payable in pounds sterling, are non-cancellable and non-refundable, and are exclusive of value added tax, which shall be added to the Supplier's invoice(s) at the appropriate rate if applicable.
- 9.6. The Supplier shall be entitled to increase the License Fees from time to time.

## 10. CONFIDENTIALITY

- 10.1. Each party (**Receiving Party**) shall 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 to the Receiving Party by the other party (**Disclosing Party**), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain
- 10.2. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Agreement, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause "Confidentiality" shall survive termination of the Agreement.
- 10.3. A party's Confidential Information shall not be deemed to include information that:
- 10.3.1. is or becomes publicly known other than through any act or omission of the Receiving Party;
  - 10.3.2. was in the Receiving Party's lawful possession before the disclosure;
  - 10.3.3. is lawfully disclosed to the Receiving Party by a third party without restriction on disclosure;
  - 10.3.4. is independently developed by the Receiving Party, which independent development can be shown by written evidence; or
  - 10.3.5. is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

## **11. INDEMNITY**

- 11.1. The Customer shall defend, indemnify and hold harmless the Supplier against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services and/or Documentation
- 11.2. The foregoing and clause 12.4 state the Customer's sole and exclusive rights and remedies, and the Supplier's entire obligations and liability.

## **12. LIABILITY**

- 12.1. This clause 12 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to the Customer in respect of:
  - 12.1.1. any breach of the Agreement however arising;
  - 12.1.2. any use made by the Customer of the Services; and
  - 12.1.3. any representation, statement or delictual act or omission (including negligence) arising under or in connection with the Agreement.
- 12.2. Except as expressly and specifically provided in this Agreement:
  - 12.2.1. the Customer assumes sole responsibility for results obtained from the use of the Services, Documentation and referenced External Resources by the Customer, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Customer in connection with the Services, or any actions taken by the Supplier at the Customer's direction;
  - 12.2.2. 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
  - 12.2.3. the Services and the Documentation are provided to the Customer on an "as is" basis.
- 12.3. Nothing in these Terms seeks to exclude the Supplier's liability for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation. However beyond that the Supplier excludes all other liability to the extent permitted at law.

- 12.4. Subject to clause 12.3, in no event shall the Supplier be liable for any loss of business, loss of profit, loss of or damage to reputation, loss or corruption of data or for any indirect or consequential loss.
- 12.5. Subject to clause 12.6 the Supplier's total aggregate liability arising under the Agreement or otherwise relating to the Services shall be limited to a pro rata refund of License fees paid for the relevant Services:
  - 12.5.1. Only where the Customer has been prevented by the Supplier from access to Services which they were otherwise entitled to as part of a current and valid License;
  - 12.5.2. But excluding: Services which License Period has expired; User Licenses which have been purchased but not been assigned by the Customer to Authorised users within the License period; User Licenses for Services which have been accessed and courses completed by Authorised users.
- 12.6. In the event that the Service is unavailable for up to 30 consecutive Business Days within a valid User License period, the Parties agree that the sole remedy and Supplier liability would be the extension of the License period by the same amount of consecutive days that the service was unavailable.

### **13. TERM AND TERMINATION**

- 13.1. This Agreement shall commence on the Effective Date. Unless it is terminated earlier in accordance with any other provision of this Agreement, it shall continue until the earlier of:
  - 13.1.1. the License Expiry Date OR
  - 13.1.2. either party gives written notice of termination to the other in accordance with the required Notice Period, in which case the Agreement will terminate.
- 13.2. Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate this Agreement without liability to the other if:
  - 13.2.1. the other party commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing of the breach; or
  - 13.2.2. the other party is insolvent within the meaning of section 123 of the Insolvency Act 1986; or
  - 13.2.3. the other party ceases, or threatens to cease, to trade.
- 13.3. On termination of this Agreement for any reason:
  - 13.3.1. all licences granted under this Agreement shall immediately terminate;
  - 13.3.2. each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;

- 13.3.3. the Supplier may destroy or otherwise dispose of any of the Customer Data in its possession and
- 13.3.4. the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.

#### **14. GENERAL**

- 14.1. If the Supplier chooses to waive any particular right it has under the Agreement on any particular occasion this does not prevent it from exercising that right on another occasion.
- 14.2. If any part of the Agreement is held by a court of law (or similar forum) to be invalid or unenforceable, this shall not affect the validity or enforceability of the rest of the Agreement.
- 14.3. The Supplier shall have no liability to the Customer 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 (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport or telecommunications 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, provided that the Customer is notified of such an event and its expected duration.
- 14.4. The Customer is not entitled to transfer or assign its rights and obligations under the Agreement to anyone else without the Supplier's prior written permission.
- 14.5. Nothing in the 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 the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 14.6. All notices required or permitted under the Agreement will be in writing. Any notice shall be deemed to have been duly received:
  - 14.6.1. If delivered by email;
  - 14.6.2. if delivered personally, when left at the address;
  - 14.6.3. if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second business day after posting; or

- 14.6.4. if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed. Notices relating to the Agreement will be sent to the primary corporate addresses set forth in the Agreement or to such other address as Customer or the Supplier may notify the other party in writing.
- 14.7. The Agreement, including any Services Confirmation or these Terms and Conditions, constitutes the complete and exclusive understanding and agreement between Customer and the Supplier regarding its subject matter and supersedes all prior or other agreements or understandings, written or oral, relating to its subject matter (including any proposal the Supplier may have issued to the Customer). Each party acknowledges that, in entering into the Agreement it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a party to the Agreement or not) other than as expressly set out in the Agreement.
- 14.8. If there are any disputes arising out of use of the Service or relating to the Agreement then these will be governed by the laws of Scotland. If either party requires to raise court proceedings in relation to any such dispute then these proceedings must be raised in Scotland.