

## Terms & Conditions

### I. Your Agreement with Boundless Learning

1. When you buy a subscription or licence to our digital products or services (**Services**) there will be a legally binding agreement (**Agreement**) between you and Boundless Learning with which you must comply. References to "**Boundless Learning**" and "**we**" or "**us**" shall refer to Embanet UK Limited and its affiliated entities. Further details regarding Embanet UK Limited are set out at the end of these terms and conditions.
2. The Agreement includes:
  - these subscription terms and conditions (**Terms and Conditions**), and
  - the privacy notice which governs our use of your/your End Users' data (**Privacy Notice**) which is available here [https://onlinecourses.smithschool.ox.ac.uk/wp-content/uploads/2024/03/oxford\\_privacy\\_notice.pdf](https://onlinecourses.smithschool.ox.ac.uk/wp-content/uploads/2024/03/oxford_privacy_notice.pdf) or as published to the Services website, if different from this link, and as updated from time to time.

Note that any updates to the Privacy Notice will be published on the Course website available, here: <https://onlinecourses.smithschool.ox.ac.uk/courses/>. In the event of a conflict between the static link listed in the bullet points above and the Privacy Notice published on the course website, the course website shall prevail.

3. You may be purchasing a subscription or licence to our Services for yourself, or you may be purchasing for use by multiple users in your company or organisation (**Institution**).
4. We refer to every individual who is authorised to use our Services as an end user (**End User**). For Institutions, this will include tutors, members of staff and contractors, learners, and such other individuals as may be appropriate from time to time, for whom you have purchased access.
5. For clarity, these Terms and Conditions will apply whenever you buy access to our Services. No terms or conditions contained or referred to in any correspondence, order, documentation submitted by you elsewhere or implied by custom, practice or course of dealing will apply.

### II. Access to the Services

1. We will issue you with the relevant mechanisms (for example an account and password) to enable your End Users to access the Services.
2. If you buy access on behalf of an Institution, whether you buy individual End User licences or a site licence with a size band, your purchase is for a maximum number of End Users on a per institution basis only and you may not exceed that number. If you wish to increase this number, or to allow access by End Users in any other institution, you need to purchase additional End User licences/subscriptions. You may not allow access by additional End Users without purchasing additional licences/subscriptions where available.
3. You must provide Boundless Learning with accurate and complete information about the number of End Users when you place your order. It is your responsibility to update Boundless Learning of any changes to that information by emailing the Customer

Services team, details of which can be found here.

4. You/ your End Users are responsible for all hardware, software, network availability and Internet connectivity required to use the Services. We will provide you on request with a specification of the connectivity, server, other hardware and software required to access and use the Services.

### III. Your Use of the Services

1. If you are purchasing for multiple End Users on behalf of an Institution, you must ensure that all your End Users comply with the Agreement. You are responsible for preventing unauthorised use of the Services by your End Users, including preventing unauthorised individuals from accessing the Services using End Users' credentials.
2. If you believe that there has been any breach of security (such as the disclosure, theft or unauthorised use of any ID or other passwords) or other unauthorised use of the Services you must notify us immediately by getting in touch with the Customer Services team or such other contact as we may specify from time to time.
3. If we believe or have reasonable grounds to suspect that the Services are being used by you, your End Users, or unauthorised individuals in any way which is not permitted in the Agreement, we may suspend your and your End Users' use of the Services and block access from your ID (this will not affect any other legal rights which we may also have under the Agreement or otherwise) and we may choose to terminate your use with immediate effect. We will not refund your Fees (as defined below) in that case.

### IV. Intellectual Property Rights

1. On payment of the applicable Fee, we will grant you a non-exclusive, non-transferable, revocable, licence for the term of your Agreement (subject to clause IV.3 below) to retrieve and display materials delivered as part of the Services (**Content**) on a computer screen or other devices, for your internal educational non-commercial purposes only, and allow access only by you or, if you are purchasing for multiple End Users on behalf of an Institution, all End Users for whom you purchased access.
2. End Users may:
  - Use the Content that has been purchased for the End User, for use within the Institution and home use either on individual computer screens or other devices for personal educational, non-commercial purposes only; and
  - Download certain parts of the product(s) for educational use, where expressly permitted to do so.
3. Except where permitted by applicable law, End Users may not (and where you are purchasing for multiple End Users on behalf of an Institution you shall ensure that they do not):
  - Commercially exploit all or any part of the Services or Content;
  - Use, reproduce, deal with, modify, adapt, the whole or any part of the product and any Content, except as permitted in clause IV.2;

- Reverse engineer, decompile or disassemble the whole or any part of the Services;
  - Redistribute any Content (including by using it as part of any library, archive or similar service);
  - Sub-license, assign, transfer, loan, sell, lease, rent, charge or otherwise deal in or encumber the Content or make the Content available to a third party;
  - Download any Content either in part or in its entirety, except as permitted/facilitated by the product concerned;
  - Remove any copyright, trademark, or other notices on any product or Content;
  - Use the website to transmit any chain letters, spam, or junk email;
  - Interfere with or disrupt the website or any product or any servers or networks connected to it or introduce any viruses or other harmful properties into the website or to any other users; or
  - Disclose your password to anyone or permit anyone else to use your password. Each End User is responsible for any use of his/her password.
4. The Content may contain content owned by third parties which is licensed to Boundless Learning (**Third-Party Content**) which will be marked with the copyright notice of those third parties. Some of the Third-Party Content will be subject to additional restrictions. You are responsible for ensuring that you, and all your End Users, comply with these restrictions.
  5. The Services may contain software owned by third parties which is made available as "plug-ins" in order to allow End Users the ability to view Content (**Third-Party Software**). The use of the Third-Party Software by you and your End Users is governed by the terms of any licence agreement that may accompany or be included with that Third-Party Software (**Third-Party Terms**). You are responsible for ensuring that your use, and the use of any of your End Users, complies with applicable Third-Party Terms. You shall indemnify us and hold us harmless against any loss or damage which we may suffer or incur as a result of you or your End Users' breach of any Third-Party Terms, howsoever arising.
  6. You acknowledge that on occasion we may need to remove certain parts of the Content for legal or commercial reasons (for example, if our licence to use Third Party Content or Third Party Software expires or terminates for any reason) and where we require your assistance to affect such removal, you will on receipt of a notice from us immediately remove any part of the Content in accordance with our instructions. In the event that you have not removed such content within 24 hours despite our notice, you will indemnify us against all costs, claims and expenses resulting from such non- removal.
  7. You acknowledge that all brands, logos, and product names used on the Services are trademarks and that you may not use them without our prior written permission.

## V. Fees

1. You agree to pay us the applicable fees for the Services (**Fees**) which will be listed on the relevant website from which you purchase the Services, or otherwise communicated to

you by Boundless Learning.

2. If you are an End User purchasing Services for yourself (and you are acting outside of your usual trade, business, craft, or profession) then you are entitled to certain rights under consumer law, including the right to cancel your order within the so called "Cooling Off Period" (which lasts for 14 days from the date you place an Order). In the case of payment by card, the Fees can be paid, and the Cooling Off Period can be exercised, by either of the two methods set out below:
  - i) You may make a deposit payment when placing the Order which may be less than the full amount of the Fees for the course. Any deposit or Fees payment is non-refundable unless you cancel the Order within the Cooling Off Period. In the event that you do not pay the full amount upon placing the Order as set forth in clause V.2(ii), payment of the balance is due 10 days before the start date of the course. Upon payment of the balance, we will provide course login and access details, which will constitute the beginning of the supply of the Services following your express request (indicated by paying the balance). As such, no refund will be provided after the balance has been paid.
  - ii) You may make payment of the full amount at the time of placing the Order. Such payment shall be non-refundable unless the Order is cancelled within the Cooling Off Period. If you cancel the Order within the Cooling Off Period, you shall be entitled to receive a full refund, unless the Order is placed within 10 days before the start date of the course, in which case we will begin creating your course login and access details (and therefore providing the Services) upon receipt of your Order.

For the avoidance of doubt, no payment of any refund will be made to any party after the expiry of the Cooling Off Period.

3. Sections 3 to 9 of this Fees clause apply to payment against invoice. Except where we have agreed to provide you with credit terms, we will only make the Services available to you once we have received your payment (or your credit card payment has been authorized).
4. Where we have agreed to provide you with credit terms, we will issue an appropriate VAT invoice and you shall pay the Fees together with any VAT due at the applicable rate. Invoices are payable within 30 days of the date of the invoice. For annual subscriptions or licences, Boundless Learning will issue invoices annually.
5. We may suspend access by you and your End Users to all or part of the Services and/or terminate your subscription/licence if you are late with your payments.
6. We may charge you interest on overdue sums at the rate of four per cent (4%) per annum above the prevailing rate of HSBC Bank plc from the relevant due date until the date payment is made.
7. With regard to annual subscriptions or licences, we expressly reserve the right to increase any and all of the Fees from year to year. If in any year the Fees have been paid in advance but are subsequently increased, you shall pay the amount of any such increase within 30 days of the date of our invoice.

8. Any right of set off, deduction, or withholding is hereby expressly excluded and all sums due from you shall be paid by you to us free from any deductions, withholdings, or set off of any kind.
9. In all cases, whether payment is made by card or against invoice, in the event that you order any additional products, content, or services from us (where available), you agree to pay for these at our then current rates and they will be subject to this Agreement (as amended from time to time) or such other terms as we may provide from time to time.

## VI. Confidentiality

1. Each party agrees to keep all commercial, financial or other confidential information obtained from the other in connection with the Services confidential. Each party will only disclose the confidential information to those of its employees, and sub-contractors (or, in the case of Boundless Learning, to its affiliate companies) who need to know it for the purposes of the Agreement and shall use all reasonable endeavours to procure that those employees, agents and sub-contractors comply with such restrictions.
2. The obligations of confidentiality set out above shall not apply to any information which a party can show:
  - a. at the time of its acquisition was in, or at a later date has come into, the public domain, other than as a result of a breach of its confidentiality obligations; or
  - b. it knew prior to first disclosure to it by the other party (and can demonstrate such knowledge based on its books and records); or
  - c. it received independently from a third party with the full right to disclose; or
  - d. is obliged to disclose by applicable law, court order or rules of a stock exchange provided that it gives the other party sufficient notice in advance of such disclosure to take action against the order and only discloses the information to the minimum extent necessary to comply with the relevant law, order, or rules.

## VII. Data Protection

1. Scope and Definitions
  - a. This Data Protection clause only applies to the relationship between Boundless Learning and Institutional customers. It does not apply to the relationship between Boundless Learning and any End User, regardless of whether such End User is (1) an individual consumer who has purchased access to the Services or (2) an End User for whom access to the Services has been purchased by an Institution. If you are an End User, please refer to our Privacy Notice [here](#).
  - b. For the purposes of this Data Protection clause the following definitions will apply:

**"Customer"** means the Institution which is party to this Agreement and that purchased access to the Services.

**"Data Protection Laws"** means all applicable laws and regulations relating to the processing of personal data (including where applicable the guidance and codes of practice issued by a regulator), and in particular:

- i) Regulation (EU) 2016/679 (the "**GDPR**") including as it applies in the UK pursuant to the European Union (Withdrawal) Act 2018;
- ii) Data Protection Act 2018 (England and Wales);
- iii) Privacy Act 1988 (Australia); and
- iv) Family Educational Rights and Privacy Act ("**FERPA**") and state laws related to the protection of the personal data of students and learners (United States)

including the equivalent of any of the foregoing in any relevant jurisdiction and any implementing and supplemental legislation and/or regulations;

"**controller**", "**personal data**", "**processor**" and "**processing**" all have the meaning given under the Data Protection Laws.

2. Boundless Learning and Customer acknowledge that Boundless Learning will be an independent controller of any personal data regarding End Users that is processed by Boundless Learning under this Agreement. To the extent Boundless Learning and Customer share personal data with each other pursuant to this Agreement, they shall do so as independent data controllers.
3. Each party shall comply in all material respects with applicable Data Protection Laws when exercising its rights, performing its obligations, or otherwise processing personal data in connection with this Agreement.
4. Further to clause VII.3 above, and without limiting it in any way, to the extent Customer will be sharing personal data regarding End Users with Boundless Learning in a manner that will constitute an international transfer of personal data under applicable Data Protection Laws, Customer shall be responsible for ensuring that such transfer is in accordance with the applicable Data Protection Laws (including obtaining End User consent, if required). The parties acknowledge that certain transfers of End User personal data from Boundless Learning to Customer may be necessary in the interest of the End User for the performance of the Agreement between Boundless Learning and Customer.

### **VIII. Events, part of services**

1. In the event that we offer live scheduled services for training or other purposes, or webinars, live web chats, or similar activities related to the Services (**Events**), you agree to the following rules:
2. We may allow you to substitute a delegate to an Event upon notification to us at no additional charge at our absolute discretion.
3. If there is a specific fee for the Event in addition to the general Fees for the Services (**Event Fee**) and you do not attend an Event, then the full Event Fee remains payable.
4. You may cancel your booking at any time within 14 calendar days of sending us your booking request except that we will NOT accept any cancellations less than 10 days before an Event. We will not make any refunds of Event Fees if a delegate cancels 15 or more calendar days after booking an Event, or if the Event falls within 10 days of the

date you cancel.

5. Events are subject to cancellation or rescheduling at our discretion. Events might be subject to minimum numbers of attendees. If the Event is cancelled, we will credit to you any paid Event Fees as soon as possible (if any were paid). If the time, date, venue, or content of the Event is changed subsequent to your booking, you will be notified and given the option to cancel your booking for a full refund of the Event Fee. We shall not be liable for any additional loss or damage resulting from such cancellation or changes.
6. Boundless Learning and its licensors own all copyright and all other intellectual property rights in all training materials provided in connection with an Event. You agree not to reproduce, sell, hire, or copy such training materials (in whole or in part) and not to use such materials except for the purposes of post-Event reference.

## **IX. Warranties**

1. We warrant that:
  - a. we have full right and title to enter into the Agreement; and
  - b. we will use reasonable skill and care in the performance of our obligations under your Agreement.
2. However, we do not give you or your End Users any other warranties. All other warranties, representations or terms having equivalent effect that might be implied by law are excluded to the extent permitted by law, including any warranties as to satisfactory quality or fitness for a particular purpose. In particular, we cannot guarantee:
  - a. the accuracy of the Content;
  - b. the availability of the Services; and
  - c. that the Services will be free from infection by viruses or anything else that has contaminating or destructive properties.
3. No representative of Boundless Learning is authorised to give or make any other representation, warranty, condition, or term or to modify the warranties provided in this clause IX in any way.

## **X. Limitation of liability**

1. Boundless Learning shall not be liable for any loss of data, loss of profit, or wasted management time whether they are direct or indirect damages, and Boundless Learning shall not be liable for any special, indirect, consequential, or incidental damages (including damages for loss of use) arising from the Agreement, in tort or otherwise, from your (or your End Users') use of or inability to use the Services, or from any action taken (or refrained from being taken) as a result of using the Services.
2. You acknowledge that we have no liability for any loss, claim, or damage suffered by or made against you or your End Users as a result of any unauthorised access to the Services or breach by any of you, your End Users, or other parties of the terms of your

Agreement.

3. In any event and except for the circumstances set out in clause X.4, our liability to you in respect of any claim for breach of Agreement, negligence or otherwise in relation to the Services shall be limited to the greater of: (1) the total Fees paid or payable to Boundless Learning by you during the 12 months preceding the cause of action; and (2) £500.
4. Nothing will limit either party's liability for death or personal injury caused by its negligence, or for fraud, fraudulent misrepresentation, or for any other liability that cannot be excluded or limited under applicable law. Clauses X.1 through X.3 shall not apply in these circumstances.
5. You must promptly inform Boundless Learning in the event of any claim by a third party received by you in relation to the Services and you must comply with Boundless Learning's reasonable requests in relation to such claim.

## **XI. Termination and cancellation**

1. Your Agreement and subscription commences on the date we accept your order and continues for a period of 12 months from that date, provided, however, that the subscription period for a Course commences on the date we accept your order and continues for a period of 12 months following the last day of the Course ordered pursuant to this Agreement, subject to cancellation of the order in accordance with clause V.2. We will confirm when we have accepted your order by providing you with confirmation. You will be given access to the Services either immediately or, in the case of enrolment in a Course, prior to the start date of the Course in which you have enrolled. If you have enrolled on multiple Courses in the same order, each Course shall have its own subscription period. The Agreement will end automatically with respect to the relevant Course at the end of your subscription period. "**Course**" means a synchronous online offering that runs on a scheduled cadence with set intake dates and end dates.
2. Either of us may terminate the Agreement by notifying the other in writing if the other materially breaches any of the terms of the Agreement and fails to remedy that breach (if capable of remedy) within 14 days of the notice of the breach.
3. We may terminate the Agreement immediately if we believe or if we have reason to believe that there is a breach of security or if you or your End Users fail to comply with the relevant terms of this Agreement, as applicable.
4. We may terminate your Agreement by giving you 30 calendar days' notice (or less where we have an urgent business need) if we discontinue the Services. In that event, we may offer you a pro rata refund for any remaining subscription period or a replacement product.
5. On termination of your Agreement your licence to use the Services will terminate. You and your End Users must delete all Content you or they may have downloaded from all servers or devices to which you or they may have downloaded it. The provisions of clause IV (Intellectual Property Rights) clause VI (Confidentiality), clause VII (Data Protection), clause IX (Warranties), clause X (Limitation of Liability), clause XI (Termination), clause XIII (Content Submission) and clause XIV (General) will survive any termination or expiry of your Agreement.



## **XII. Changes**

1. We are continually seeking to improve the Services. We reserve the right, at our discretion, to make changes to any part of the Services, provided that the changes do not materially reduce the content or functionality of the relevant part of the Services. If we make any changes that in our view materially reduce the content or functionality of the relevant Services, we will notify you and give you a right to terminate.
2. If we replace the Services with a different service/product during the term of your subscription, we will give you at least 30 days' calendar notice and allow you to terminate this Agreement. If you do not terminate, we may choose to migrate you to the new replacement service for the remainder of your term without additional charge.
3. Boundless Learning reserves the right to vary the terms of the Agreement on one month's notice. Upon expiry of the period stated in the notice, the varied terms shall apply. You may terminate the Agreement on one further month's notice.

## **XIII. Content submission**

1. The Service may facilitate the upload of suitable educational content to the Services by certain End Users. The Service may have a functionality that allows certain End Users to choose to share either with other End Users of their Institution or other institutions either in the same regional area or to all our customers and their respective end users.

In the event that you or your End Users choose to submit their content in this way, you must only submit content that was created by you/your End Users and you shall grant us or shall procure the grant to us of a non-exclusive, royalty-free, perpetual, transferable, sub-licensable, irrevocable licence to use such content in the Services for exploitation in any and all media whether now known or invented in the future.

You/your End Users retain all other rights in their content and are free to use it in any way you/they please except that the copies uploaded to our website/products can only be used within the parameters of the functionalities available on the website/product and the relevant terms of this Agreement.

If you upload any content, you will comply with the relevant terms of this Agreement and you will ensure your End Users also comply with the relevant terms of this Agreement if they upload and/or share any content through the Service.

2. The Services contain links to other web sites and resources, either directly or through frames and, where possible, we will make clear where such links are being made. Independent third parties provide these sites and Boundless Learning is not responsible and shall not be liable for the availability or content of these outside resources.

## **XIV. General**

1. We will not be liable for any failure or delay in performing our respective obligations under this Agreement to the extent that the failure or delay is the result of any cause or circumstance beyond our reasonable control including but in no way limited to fire, war, acts of God, power outages, internet failures, security breaches, malicious hacks, changes in law and/or regulation, labour disputes, and failures in the supply chain (**Force Majeure**). We may terminate the Agreement and discontinue the Service in the

event of a Force Majeure.

2. You may not assign or transfer your rights or obligations under your Agreement without our prior express written consent. We may at any time assign or transfer our rights and obligations under your Agreement to any third party.
3. This Agreement represents the entire agreement between us in relation to its subject matter. You acknowledge that you have not relied upon any statement or representation not recorded in this Agreement inducing you to enter into it, but this does not exclude the liability of either party for any pre-contractual statements or representations made fraudulently.
4. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of this Agreement which shall remain in full force and effect.
5. Failure by either you or Boundless Learning to exercise any right or remedy under this Agreement does not constitute a waiver of that right or remedy.
6. The relationship of the parties established by the Agreement is that of independent contractors, and not an employment, agency, partnership, franchise, joint venture, or any other such relationship. Each of the parties shall conduct its respective business at its own initiative, responsibility, and expense and shall have no authority to incur any obligations on behalf of the other party to the Agreement except as expressly set forth in the Agreement.
7. Any notice to be given under this Agreement to either party may be served by the other party either by being sent by first class post to such party at the address set out in the Agreement or such other address as that party may notify to the other from time to time or by e-mail or facsimile to such address or number as that party may notify from time to time. Any notice served by post shall be deemed to have been served on the working day next following the date of posting or sending. Any notice sent by facsimile or email transmission shall be deemed to have been duly sent on the date of transmission if a confirmation of receipt has been received.
8. A person who is not party to your Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
9. Your Agreement is governed by, and construed in accordance with the laws of England and Wales without regard to its conflict of laws. You agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with your Agreement or the legal relationship established by it, and for those purposes irrevocably submit all disputes to the jurisdiction of the English courts. However, we may also bring an action against you in the courts of your place of residence and you may also be able to do so, in accordance with applicable consumer laws.
10. Headings in this Agreement are for convenience only and will have no legal meaning or effect.
11. Any reference to any legislative provision shall be deemed to include any subsequent re- enactment or amending provision.

## **XV. Boundless Learning company details**

Embanet UK Limited is a company registered in England and Wales with company number 14606464, registered address Gateley, One Eleven, Edmund St, Birmingham B3 2HJ, United Kingdom, and VAT number 445 5535 82.