

## Cortexa Campus: Terms and Conditions of Service Provision

Before completing your registration to Cortexa Campus training services you undertake to have read and agreed to the following terms and conditions:

**This is an agreement between you, the company whose details and named representative have been entered on the Cortexa Campus application page, and us, Cortexa Limited, (Registered Address 2 Manor Farm Court, Church Lane, Great Doddington, NN29 7TR) for the provision by us to you of Cortexa Campus online training services.**

### Terms of Agreement

1. Your registration will be acknowledged by email and will grant immediate access to your selected service level. Your Registration will continue for as long as your subscription is paid and up to date. Your Registration will automatically renew from year to year unless cancelled by either party on giving the other three calendar month's notice.
2. You should register for one of four service levels:
  - a) Professional 30 grants access to the full package of training modules for up to 30 employees in a single location. Each employee is individually registered onto the Campus service.
  - b) In addition Enterprise allows the creation of multiple locations and unlimited numbers of employees.
  - c) Bespoke gives unlimited access, with additional custom features. Contact Cortexa for more details
  - d) Individual allows one person access to the Product Training Catalogue
4. Modules and Courses will be automatically marked on line as your registered employees progress. Official completion certificates will be available on the system upon successful completion of each module and course.

### Subscriptions

#### 5 Subscriptions for the period ending 31 May 2013

##### 5.1 Professional Subscriptions are:

Paid Annually: £1,250

Paid Monthly: £125 (minimum 12 month term applies)

##### 5.2 Enterprise subscriptions are

Paid Annually: £2,500

Paid Monthly: £225 (minimum 12 month term applies)

##### 5.2 Bespoke subscriptions are available on request

##### 5.2 Individual subscriptions are free

5.3 The minimum term for subscription is 12 months. We will invoice you for the appropriate subscription payment upon receipt of your order, if selected, monthly invoices will then follow monthly from that date. If you choose the monthly billing option but then choose to terminate the agreement within the agreed 12 month term, then a cancellation fee equivalent to the outstanding subscription amount will be charged. Building Blocks programmes and other pay to view content will be invoiced monthly in arrears. Payment should be received by us within 30 days of invoice receipt. We reserve the right to suspend or cancel your access to the Campus services if due payment is not received.

## **General**

6. You should appoint an appropriate person from your company who will have administrative responsibility for your registered employees and with whom we can liaise as necessary.

7. Cortexa Ltd and participating manufacturer providers of the training Modules retain all property rights in the Cortexa Campus materials, website and any other documents provided to you as part of the Course. You undertake that you and your contracted employees will not copy, give, loan or sell or allow the download of your Cortexa Campus Course materials to any individuals, companies or organisations not a party to this agreement.

8. We are committed to a programme of continuous improvement to all aspects of Cortexa Campus and so reserve the right to alter the content of any of the modules, courses and Campus website as part of that ongoing programme.

9. We shall not be liable to you for any direct or indirect loss damage or claim arising in connection with the Service or otherwise except in respect of death or personal injury caused by our negligence or a fraudulent misrepresentation.

10. Every care is taken to ensure accuracy and completeness of the information we give however information contained in the training modules is provided by the sponsoring manufacturer with whom the intellectual property resides and is deployed in good faith, Cortexa is not responsible for the content of online materials on the website.

11. Neither Cortexa nor its partners or agents can be responsible for the information transmitted via the service and do not examine the use to which customers put the service or the nature of the information they are sending or receiving. We hereby exclude all liability of any kind for the transmission or reception of information of whatever nature except those duties required by law.

12. Nothing in this agreement is intended to or will create any benefit or right to enforce any of its terms to any third party.

13. English law shall apply to the terms of this Agreement and each party submits to the non-exclusive jurisdiction of the English Courts.