

Legal Island Learning Platform & Training Materials - Terms and Conditions of Use

This is a contract with Legal Island Limited incorporated and registered with company number N1619539 whose registered office is at Island House, Steeple Road, Antrim, BT41 1DN.

By using this service, you agree that you have read, understood, and agree to these terms. You also agree to review this agreement periodically to be aware of modifications to the agreement, which Legal Island may make at any time.

Your continued use of the Legal Island Learning Platform (here after referred to as platform) and any training materials held within the platform will be deemed your conclusive acceptance of any modified agreement.

1 General

- 1.1 Legal Island reserves the right to change the platform and any Legal Island training materials held on the platform at any time and for whatever reason.
- 1.2 These Terms and Conditions shall be governed by and construed in accordance with the laws of Northern Ireland.
- 1.3 If you do not agree with these Terms and Conditions you must cease to use the platform and any Legal Island training materials immediately and notify Legal Island of your intent not to continue.
- 1.4 Content of any training materials cannot be modified except with the express consent of Legal Island.

2 Financial

- 2.1 Legal Island quotes prices and issues invoices in UK pounds (GBP) and Euros (EUR). The client must pay in the currency shown on the invoice.
- 2.2 Currency conversion charges from any other currency to that of the invoice is the responsibility of the client.
- 2.3 Any sales taxes relevant to the country where the course takes place will be added to the course fees in accordance with that country's tax regulations.
- 2.4 By signing our purchase agreement, you are agreeing to our payment terms.
- 2.5 Legal Island will raise an invoice before the platform is built. The client must make payment within 14 days of the date on the invoice regardless of the platform being used.
- 2.6 Legal Island will raise an invoice for any training materials and any certification / exam fees before the start of the training. The client must make payment within 14 days of the date on the invoice regardless of training having been started or completed.
- 2.7 Legal Island prefers to receive payments electronically. Our bank details are noted on our invoices.

- 2.8 Course fees include the licensing of the platform and any training materials for a limited period of time. Each platform licence is valid to one organisation and their employees only and cannot be exchanged or shared.
- 2.9 Legal Island reserves the right to review the pricing and take appropriate action when circumstances occur beyond our control.
- 2.10 All discounts, whether advertised or stated in correspondence, are mutually exclusive i.e. only one discount can be applied to any one booking.
- 2.11 Late payment may incur penalty charges including removal of any discounts.
- 2.12 Legal Island reserves the right to charge interest on late payments of invoices at a rate of 8% above the Bank of England's base rate.

3 Cancellation Policy

- 3.1 All cancellations must be received in writing.
- 3.2 Legal Island will not take responsibility or give a refund if a customer cannot access the platform because they fail to meet the required system requirements. It is the customer's responsibility to test their system for any compatibility issues prior to signing the purchase agreement.
- 3.3 The start date of all access is deemed to be the date that the customer first has access to the platform and any training materials. Legal Island will make one attempt to warn the customer when this access period has ended. After this attempt Legal Island can no longer guarantee access to the platform.

4 Refunds

- 4.1 No refund is available after you have signed the purchase agreement and the platform has entered the development stage.
- 4.2 Customers who fail to use the platform will not be eligible for a refund.
- 4.3 No refund is given where a delegate does not use the training materials provided in the platform.
- 4.4 No refund is given where a customer does not use the full number of licences stipulated in the purchase agreement.

5 LMS Platform & Training Materials

- 5.1 The platform and training materials are property of Legal Island.
- 5.2 The platform and any training materials have been prepared, maintained, updated and distributed by Legal Island.
- 5.3 The use of the training material on our platform is restricted to the Registered User.
- 5.4 The Registered User shall not copy, share, modify, transmit, distribute, or in any way, exploit the copyrighted materials provided by Legal Island other than for their own individual training. Use for any other purpose is expressly prohibited by law and any violators will be prosecuted.
- 5.5 The Registered User shall not permit anyone else to copy, use, modify, transmit, distribute, or in any way, exploit the copyrighted materials.
- 5.6 The platform and training materials made available by Legal Island are provided "as-is" without warranties of any kind, either expressed, or implied, including, but not limited to, all implied warranties of merchantability, fitness for a particular purpose, title or non-infringement.
- 5.7 Legal Island does not warrant that the platform or training materials will be error free including legal errors, technical inaccuracies nor free of viruses, or other harmful matter. The entire cost of any necessary service, repair, or correction, is the Registered User's responsibility. Legal Island accepts no responsibility for any damage caused by such errors except to the value of the platform and or modules purchased.
- 5.8 Legal Island may make improvements, or changes, to the platform or training materials at any time without prior notification.

6 Access

- 6.1 Legal Island strives to provide uninterrupted service to its customers. To that end, Legal Island will take all commercially reasonable efforts to provide uninterrupted access to the platform and training materials to its customers. However, from time to time, customers may be unable to access the platform and training materials due to conditions beyond Legal Island's control. Such conditions include, but are not limited to: force majeure, acts of God, power outages, and the acts of computer hackers and others acting outside the law. Also, from time to time, access may be unavailable due to software issues, server downtime, increased Internet traffic or downtime, programming errors, regular maintenance of the

system, and other related reasons. In response to any unavailability of the platform and training materials to its customers, Legal Island will take all commercially reasonable steps to ensure access is restored within a reasonable period of time. The term "commercially reasonable," as used in these Terms, shall mean reasonable efforts taken in good faith without an unduly or burdensome use or expenditure of time, resources, personnel or money.

- 6.2 Legal Island endeavours to provide the highest quality content to its customers. To that end, Legal Island reserves the right, in its sole discretion, to change, modify, or discontinue any aspect or feature of the platform and training materials in whole or in part, including, without limitation, the content, availability, access and/or the Terms of this agreement. Such changes, modifications, additions or deletions will be effective immediately upon notice thereof, which notice may be made by posting such changes on the Legal Island platform.
- 6.3 Users are solely responsible for ensuring that they have sufficient and compatible hardware, software, telecommunications equipment and internet service necessary for use of the platform and training materials.

7 Third Party Content; Hyperlinks

- 7.1 Legal Island makes no warranty, either expressed or implied, of the accuracy, merchantability, fitness for a particular purpose, or non-infringement of the information provided by third parties. This includes, but is not limited to, any information found on a link located on the platform that allows users to access information found on another site. Additionally, Legal Island does not warrant the existence or functionality of any website which can be accessed through a link located on this site.

8 Copyrights, Trademarks and Other Proprietary Rights.

- 8.1 Legal Island or its third-party content providers shall retain all worldwide rights in the intellectual property in and on the platform, including, but not limited to, trademarks, service marks, trade dress, inventions, ideas, trade secrets, the source code, the HTML code, the "look and feel" of the platform, its colour combinations, layout, and all other graphical elements, and the copyrights in and to its original content. You should assume that everything you read or see on the platform is copyrighted, trademarked, or otherwise protected and owned or licensed by Legal Island.
- 8.2 Except as expressly stated on the platform or in these Terms, nothing that you read or see on the platform or in the training materials may be copied,

reproduced, modified, distributed, transmitted, republished, displayed or performed for commercial use without the prior written consent of Legal Island except as provided in these Terms. Nothing in these Terms grants you an express or implied licence to use any of Legal Island's intellectual property.

9 Disclaimers and Limitation of Liability

- 9.1 Users access this platform and any training materials at their own risk. The platform is provided on an "as is, as available" basis without warranty of any kind, expressed, implied or statutory, and any and all warranties of merchantability, fitness for a particular purpose or non-infringement of third parties' rights are specifically disclaimed. Legal Island does not warrant any particular result from use of the platform or training materials. Legal Island does not warrant that the information on the platform is accurate, complete or complies with any particular law or regulation, or that the operation of and your access to the platform will be uninterrupted, error-free, virus-free or completely secure.
- 9.2 Under no circumstances and under no legal theory (tort, contract or otherwise) shall Legal Island or any of its affiliates, agents, employees, shareholders, directors, officers, third party content providers, successors or assigns be liable to you or any other person or entity for any indirect, special, incidental, punitive or consequential damages of any character, including without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, loss of data, loss of productivity or contract, or any and all other commercial damages or losses.
- 9.3 Your use of this platform is at your sole risk and any content that you download is downloaded at your own discretion and risk, and you are solely responsible for any damage to your computer system in excess of the amount Legal Island received from the organisation for the platform and Legal Island training materials, and for any loss of data that results from the downloading of any such content, including any damages resulting from computer viruses.
- 9.4 In no event will Legal Island be liable for any damages in excess of the amount Legal Island received from the customer for access to the platform

and Legal Island training materials, even if Legal Island has been informed of the possibility of such damages, or for any claim by any other party.

9.5 In no event will warranties provided by law, if any, apply unless they are required to apply by statute notwithstanding their exclusion by contract.

9.6 This disclaimer is applicable to any damage or injury resulting from the negligence or an omission of Legal Island, computer virus or other similar item, telecommunications errors, or unauthorized access to or use of user information through theft or any other means. Legal Island is not liable for criminal, tortious, or negligent actions or omissions of third parties that affect this site.

10 The Contract

10.1 When you commit to the purchase of Legal Island products you agree to be bound by these Terms and Conditions. You agree to use the platform and any Legal Island training materials for your own personal learning and not to reproduce, sell, hire or copy materials (in whole or in part).

10.2 Access will be given to the platform and training materials for a fixed registration period (minimum 12 months unless a different period is indicated on your receipt). After this period you may apply to have access extended provided a satisfactory reason is given. We reserve the right to refuse access after the initial period at our sole discretion.