



Airmic Learner Terms of Use

These Terms of Use shall apply for Users accessing the learning provision of Airmic Endorsed Learning Providers via the Airmic website.

1 Definitions and interpretations

1.1 Definitions

In these Terms of Use, the following words shall have the following meanings:

User means any person permitted by Airmic to access the Airmic Endorsed Learning Providers and the section of the Airmic website applicable to this;

Claims means all demands, claims and liability (whether criminal or civil, in contract, tort or otherwise) for losses, damages, legal costs and other expenses of any nature whatsoever and all costs and expenses (including without limitation legal costs) incurred in connection therewith;

Airmic means Airmic Limited;

Airmic IP means all intellectual property rights, including but not limited to copyright that Airmic may have in its website;

Airmic Endorsed Learning Providers means the learning providers who Airmic have permitted to carry the Airmic brand as an endorsed learning provider who will provide services themselves to Users (and others) and who are responsible for their own activities;

Confidential Information means: (a) the Airmic IP, and (b) all other information in respect of the business of a party including, without prejudice to the generality of the that statement, any ideas; business methods; finance; prices, business, financial, marketing, development or manpower plans; client lists or prospective client lists or details; computer systems, software and software specifications; products or services, including but not limited to know-how or other matters connected with the products or services marketed, provided or obtained by a party, and information concerning a party's relationships with employees, actual or potential customers or suppliers and the needs and requirements of the party and of such persons and any other information which, if disclosed, would be liable to cause harm to a party;

Learning Arrangements means the access to Airmic Endorsed Learning Providers;

Data Protection Legislation means the UK Data Protection Legislation and any other legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); [and the guidance and codes

of practice issued by the relevant data protection or supervisory authority and applicable to a party;

Disclosing Party has the meaning given in clause 4.2;

Receiving Party has the meaning given in clause 4.2;

Third Party means any person other a User or Airmic; and

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by *Directive 2009/136/EC*) and the Privacy and Electronic Communications Regulations 2003 (*SI 2003/2426*) as amended.

1.2 Interpretation

In these Terms of Use:

- 1.2.1 the headings are used for convenience only and shall not affect the interpretation of the Terms of Use;
- 1.2.2 references to persons shall include incorporated and unincorporated persons; references to the singular include the plural and vice versa; and references to the masculine include the feminine;
- 1.2.3 references to Clauses and Schedules mean clauses of, and schedules to, these Terms of Use.

3 Use of the Learning Arrangements

- 3.1 The User acknowledges and agrees that the learning provided and accessed via the Learning Arrangements are provided by Airmic Endorsed Learning Providers who are Third Parties and not by Airmic. The use of the Learning Arrangements is at the User's option and the User understands that Airmic is not the provider or has any input into the Learning Arrangements.
- 3.2 The User agrees that their entry into any agreement or accessing any services via the Learning Arrangements is at their own risk and they shall ensure that the services to be provided and any fees meet their requirements.
- 3.3 Airmic is not liable for the actions of any Airmic Endorsed Learning Providers and/or Third Party and in particular is not responsible for any element of the services accessed via the Learning Arrangements, including but not limited to enquiry management, administration and any content provided.

4 Data Protection

- 4.1 Airmic shall comply with all obligations which fall upon them from the Data Protection Legislation in relation to the Airmic Learning Arrangements, the Airmic IP and the website.

5 Intellectual property

5.1 Infringement of Airmic IP

- 5.1.1 The User shall inform Airmic promptly if it becomes aware of any infringement or potential infringement of any of the Airmic IP, and the Parties shall consult to decide the best way to respond to such infringement.
- 5.1.2 The User shall:
 - 5.1.2.1 not (and shall in so far as possible ensure third parties cannot) disassemble, decompile, reverse-engineer or create derivative works.

- 5.1.2.2 use all reasonable endeavours to prevent the unauthorised access to, or use of the Airmic IP and Airmic Learning Arrangements, and in the event of such use notify Airmic;
- 5.1.2.3 only use the Airmic IP and website for the purposes intended.

6 **Warranties and liability**

6.1 **Warranties by Airmic**

Airmic warrants, represents and undertakes that it owns or has license to the Airmic IP as may be necessary for the purposes of the Airmic Learner Arrangements and website.

6.2 **No other warranties**

6.2.1 The User acknowledges that, in agreeing to these Terms of Use, they do not do so in reliance on any representation, warranty or other provision except as expressly provided in the Terms of Use, and any conditions, warranties or other terms implied by statute or common law are excluded from the provision of the Learning Arrangements and website to the fullest extent permitted by law.

6.2.2 Without limiting the scope of clause 6.2.1, Airmic does not give any warranty, representation or undertaking:

- (a) as to the efficacy or usefulness of the Airmic IP and Learning Arrangements;
- (b) that the Airmic IP will be error free, bug free or virus free.

6.3 **Liability**

6.3.1 Notwithstanding any other provision in these Terms of Use, no Party shall be liable to any other in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other party of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business or goodwill.

6.3.2 Airmic does not exclude or limit liability for:

6.3.2.1 fraud, death or personal injury;

6.3.2.2 any other liability which is not permitted to exclude or limit as a matter of law;

6.3.3 Subject to clauses 6.3.1 and 6.3.2, Airmic's entire liability will be limited to £1,000 in respect of any incidents arising from the use of the Airmic Learning Arrangements or the website.

7 **General**

7.1 **Force majeure**

No Party shall have any liability or be deemed to be in breach of these Terms of Use which result from circumstances beyond the reasonable control of that Party, including without limitation labour disputes involving that Party. The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so.

7.2 **Amendment**

These Terms of Use may only be amended by Airmic and shall be amended by the revised terms being provided on the website.

7.3 **Waiver**

No failure or delay on the part of a Party to exercise any right or remedy under these Terms of Use shall be construed as or operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy.

7.4 **Invalid clause**

If any provision or part of these Terms of Use is held to be invalid, amendments to these Terms of Use may be made by the addition or deletion of wording as appropriate to remove the invalid part or provision but shall otherwise retain the provision and the other provisions of the Terms of Use to the maximum extent permissible under applicable law.

7.5 **No agency**

No Party shall act or describe itself as the agent of the other, nor shall it make or represent that it has authority to make any commitments on the other's behalf.

10.9 **Entire agreement**

These Terms of Use, sets out the entire agreement between the Parties for the use of the Airmic Learning Arrangements, Airmic IP and the website and supersedes all prior oral or written agreements, arrangements or understandings between them relating to such subject matter. The Parties acknowledge that they are not relying on any representation, agreement, term or condition that is not set out in these Terms of Use. However, nothing in these Terms of Use purport to exclude liability for any fraudulent statement or act.

7.7 **Third parties**

These Terms of Use do not create any right enforceable by any person not a party to it.

10.11 **Law and Jurisdiction**

The validity, construction and performance of this EULA shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit, except that a Party may seek an interim injunction in any court of competent jurisdiction.