

## SCHEDULE 2

# Terms of use for iLearn@adp online training for Individual Users

These are the terms which apply to individuals using iLearn@adp online training.

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## 1 Introduction

- 1.1 If you would like to use any of our material in a way not covered by these terms, please contact us.

## 2 Definitions

<b>iLearn@adp Service(s)</b>	Material relating to a service or services on our web-site or sent to you by e-mail or by any other means. Service includes any ancillary software supplied by us
<b>Subscription Fee</b>	The subscription fee for any iLearn@adp Service as specified in the invoice for it. Normally the Subscription Fee will be paid by your organisation
<b>Training assignment</b>	Practical case studies with multiple choice questions based on the iLearn@adp Service. For the purposes of this agreement, training assignments are iLearn@adp Services supplied by us

## 3 Authority

- 3.1 We authorise you to use the iLearn@adp Service for the purpose of completing training assignments on condition that (a) you comply with your obligations under this agreement; and (b) the Subscription fee is paid.

- 3.2 This authority starts when you enter into this agreement and the Subscription Fee is paid and ends (a) if the Subscription Fee expires without being renewed; or (b) if this agreement is terminated under paragraph 9.
- 3.3 The Subscription Fee expires at the end of the period specified in the Subscription Fee invoice.

## **4 Terms of use of the iLearn@adp Service**

- 4.1 You may
  - 4.1.1 Search, view and use material from the iLearn@adp Service for the purpose of completing training assignments in your own name;
  - 4.1.2 Bookmark or link to any part of the iLearn@adp Service;
  - 4.1.3 Access the iLearn@adp Service while away from your principal place of work, provided your principal place of work is one of the sites of the organisation responsible for paying the Subscription Fee.
- 4.2 We may make such amendments to these terms, the iLearn@adp Service and the training assignments as in our sole discretion may be necessary or appropriate.

## **5 Your obligations**

- 5.1 You will use training assignments only for your own personal training; you may not use them for training other people.
- 5.2 You will inform us immediately should you leave the organisation responsible for paying the Subscription Fee;
- 5.3 You will not:
  - 5.3.1 Disclose answers to questions in training assignments to anyone else;
  - 5.3.2 Disclose your password to anyone else or permit anyone to access the iLearn@adp Service or a training assignment using your password;
  - 5.3.3 Permit anyone else to answer questions in training assignments in your name;
  - 5.3.4 Alter any part of the iLearn@adp Service; or
  - 5.3.5 Assign or otherwise dispose of your or our rights under this agreement.
  - 5.3.6 Contest our intellectual property rights in the iLearn@adp Service or the training assignments.
- 5.4 You are responsible for configuring your information technology, computer programmes and platform in order to access the iLearn@adp Service. Notwithstanding sub-paragraph 6.2 below, you should use your own virus protection software and we cannot warrant or otherwise confirm that our Software is virus free.
- 5.5 You shall fully indemnify and hold us harmless from and against any and all claims, losses, obligations, liabilities, costs and/or expenses whatsoever (including, without limitation legal costs and expenses) arising out of or in connection with any act or omission by you that results in any virus, trojan, worm or similar type program or code being introduced to our computer system which results in loss or damage of any kind to us, our customers and/or our suppliers.
- 5.6 You are responsible for completing training assignments to a satisfactory standard by the date set by us. Such standards and dates are set by us in our absolute discretion.

## 6 Our obligations

- 6.1 We warrant that you will not infringe any third party rights by using the iLearn@adp Service or completing training assignments.
- 6.2 We will take reasonable steps to ensure that software and data files we supply to you as part of the iLearn@adp Service are virus free.
- 6.3 We will take reasonable steps to ensure that the iLearn@adp Service is continuous and that access to our web-site is not interrupted for more than ten working days in any twelve month period by any event in our control.
- 6.4 We will reimburse the Subscription Fee pro-rata for any excessive interruption under sub-paragraph 6.3 above or if all or any significant part of the iLearn@adp Service is withdrawn under sub-paragraph 7.5 below. Reimbursement will be made to the person or organisation paying the Subscription Fee.
- 6.5 On satisfactory completion of some training assignments you will be able eligible for a certificate. Certificates are available from your login at iLearn@adp and can be viewed, copied or printed.

## 7 Disclaimer

We give you no warranty or assurance, except as set out in paragraph 6 above. We declare and you acknowledge that all implied warranties and conditions are excluded to the maximum extent permitted by law. You should note in particular:

- 7.1 The iLearn@adp Service and training assignments and the related answers are not intended to constitute a definitive or complete statement of the ADP systems.
- 7.2 The iLearn@adp Service includes archived information and resources, which may be incorrect or out of date.
- 7.3 The iLearn@adp Service and our means of delivering it may be incompatible with your software or computer configuration.
- 7.4 We may change or withdraw part or all of any iLearn@adp Service or training assignment at our discretion.

## 8 Liability

- 8.1 Our liability to you for any loss or damage is limited to damages of an amount equal to the Subscription Fee.
- 8.2 Under this paragraph, our liability includes that of any company in our group and our and their respective agents, employees and sub-contractors, you includes any other party claiming through you and loss or damage includes any losses, damages, costs or expenses whatsoever or howsoever arising in connection with the iLearn@adp Service or training assignments, whether under this agreement or other agreement or in consequence of any misrepresentation, misstatement or tortious act or omission, including negligence.

- 8.3 This paragraph does not affect claims in respect of death or personal injury caused by negligence and does not limit or exclude any liability for fraudulent misrepresentation.

## **9 Termination**

- 9.1 This agreement will terminate if you are in material breach of any of its terms and if the breach is not remedied within the period of ten days after we have given you written notice of it.
- 9.2 On termination of this agreement in relation to any iLearn@adp Service and subject to the exceptions in sub-paragraph 9.3, you will take reasonable steps to delete that iLearn@adp Service and any part of it from your electronic media, including your intranet and electronic storage devices.
- 9.3 You are not required to delete training assignments you have completed on-line and, for the avoidance of doubt, you are not required to delete or destroy official ADP training documents previously supplied.

## **10 Assignment; Third Party Rights; Entire agreement; Governing law**

- 10.1 You may not assign this agreement without our consent in writing.
- 10.2 This agreement is not intended to benefit anyone other than the parties to it and, in particular, no term of this agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.
- 10.3 This agreement constitutes the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of this agreement. Each of the parties acknowledges and agrees that in entering into this agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this agreement or not) other than as expressly set out in this agreement. The only remedy available to it for breach of the agreement shall be for breach of contract under the terms of this agreement.
- 10.4 This agreement is governed by English law and you submit to the non-exclusive jurisdiction of the English courts.

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