

Easy Course Builder Terms and Conditions

(v2.07 06/23)



1 Definitions and Interpretation

1.1 In these Terms, the following words have the following meanings:

Courses: all courses built by you on the Platform.

Developer Content: the data inputted by you to the Platform including text, software, photos and graphics, video, graphics, music and sound.

IP Rights: patents, copyright, design rights, trade marks, trade names, rights in domain names, rights in inventions, rights in data, database rights, rights in know-how and confidential information, and all other intellectual property rights and similar or analogous rights existing under the laws of any country and all pending applications for and right to apply for or register the same.

Platform: the USP platform used by you to build a Course.

USP: Upskill People Ltd.

1.2 Clause headings shall not affect the interpretation of these Terms, words in the singular shall include the plural and vice versa and references to clauses are to the clauses of these Terms. Including means including but not limited to.

1.3 We may amend these Terms at any time, and the amended Terms shall govern your use of the Platform to build Courses when you click to accept the amended Terms. These Terms were last updated in October 2020.

2 Platform Licence

2.1 USP hereby grants to you a non-exclusive, non-transferable right to use the Platform to create Courses either (i) for sale under your reseller agreement with USP; and/or (ii) for use by you for your internal business operations under the USP licence terms and conditions.

2.2 Nothing in these Terms shall affect any other agreement entered into by the parties, including (i) your reseller agreement with USP and (ii) the USP licence terms and conditions.

2.3 You confirm that you have the right to enter these Terms for and on behalf of any organisation that you represent.

3 Developer Content

3.1 You warrant and represent that the Developer Content (i) is your own original work; (ii) is not defamatory, libellous, obscene, menacing, threatening, offensive, abusive, fraudulent or criminal; (iii) does not contravene any relevant local, national or international law or incite or encourage the contravention of any such law; (iv) does not advertise or market anything not directly associated with you in any way; (v) is not otherwise offensive; and (vi) will not introduce to the Platform viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful.

3.2 You further warrant and represent that use of the Developer Content on the Platform and within the Courses does not infringe any third party IP Rights.

3.3 USP reserves the right to remove any Developer Content at any time and without notice and shall not be obliged to give a reason for doing so. If USP removes any Developer Content, USP shall in no way be liable for any loss, liability, cost or expense suffered by you as a result (whether direct or indirect).

3.4 If you breach the provisions of Clause 3.1 or 3.2 you shall indemnify and keep USP indemnified on demand against all claims, costs, liabilities, losses, fees, damages and other expenses that may be incurred by the USP.

3.5 If there is any loss or damage to Developer Content on the Platform, your sole and exclusive remedy shall be for USP to use all reasonable commercial endeavours to restore the lost or damaged Developer Content from the latest back-up of the Developer Content maintained or on behalf of USP. USP shall not be responsible for any loss, destruction, alteration or disclosure of Developer Content caused by any third party.

4 IP Rights

4.1 You acknowledge and agree that USP and/or its licensors own all IP Rights in the Platform and, subject to Clause 4.2, the Course.

4.2 USP acknowledges and agrees that you and/or your licensors own all IP Rights in the Developer Content.

5 Warranty, Liability

5.1 USP is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the Platform may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

5.2 Except as set out in these Terms, and to the extent permitted by law, no representations, warranties or conditions are given or assumed by USP and you agree that you have not relied upon any other representations, warranties or conditions to enter into these Terms.

- 5.3 USP hereby excludes any and all liability to you for (i) loss of sales, turnover, revenue, business or profit; (ii) loss or corruption of data or information; (iii) business interruption; (iv) loss of business opportunity or anticipated saving; (v) loss or damage to data; (vi) loss of customers, contracts or opportunity; and/or (vii) any indirect or consequential or incidental loss incurred even if advised of the possibility of such losses. The provisions of this Clause 5.3 are severable.
- 5.4 USP shall not be liable, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss, damage, expense or liability incurred or sustained as a result of (i) use of any the Platform except for its normal intended purpose; (ii) use of the Developer Content; and (iii) any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material.
- 5.5 Nothing in these Terms limits or excludes USP's liability (i) for death or personal injury caused by its negligence; (ii) for fraudulent misrepresentation or for any other fraudulent act or omission; and/or (iii) for any other liability which may not lawfully be excluded or limited.

6 Termination

- 6.1 These Terms shall come into force when you click to accept these Terms. These Terms shall remain in force for as long as you access the Platform to create Courses unless these Terms are terminated in accordance with Clause 6.2.
- 6.2 We may terminate these Terms on written notice to you (including by email) at any time and for any reason, including if you breach any provision of these Terms. These Terms shall terminate automatically and without notice if any other agreement that you have in place with USP terminates, including any reseller agreement and/or the USP licence terms and conditions.
- 6.3 You shall cease to access the Platform to create courses immediately on termination of these Terms.

7 General

- 7.1 A waiver of any right under these Terms is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.
- 7.2 If any provision (or part of a provision) of these Terms is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- 7.3 These Terms constitutes the entire agreement between the parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter they cover.
- 7.4 You shall not assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under these Terms. USP may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these Terms.
- 7.5 Nothing in these Terms is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way.
- 7.6 These Terms and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the law of England. The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with These Terms or its subject matter or formation (including non-contractual disputes or claims).

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