

END USER LICENSE AGREEMENT

END USER LICENSE AGREEMENT (EULA)



Please read all of this agreement.

This web site is provided by JP International Training Ltd. This End User License Agreement ("EULA") is an agreement between you and JP International Training Ltd and applies to your use of this web site and related technology made available by JP International Training Ltd.

This web site enables you and anybody that you share your device with and permit to use this web site (collectively 'Users') to provide images verifying Users' identity and address to JP International Training Ltd to support the provision of training services and products to Users or to a business that Users are associated with (the 'Customer') by an JP International Training Ltd (the Company).

Separate terms and conditions apply to the provision of online training services to the Customer and the terms and conditions that apply to any account or service the Customer holds with The Company, and the terms of this EULA supplement and form part of the terms governing Users' use of online training services ("User Terms"). In addition to complying with the terms of this EULA Users must also ensure that you comply with the User Terms and (to the extent applicable to Users) the Online Training Terms and Conditions. If any of the User Terms, or applicable Product Terms or Online Training Terms and Conditions conflict with any terms and conditions in this EULA, the User Terms, and applicable Product Terms and/or Online Training Terms and Conditions will apply.

Before using this Web Site, Users should read this EULA carefully. By clicking "I Accept", you agree to the terms of this EULA and to the Privacy Policy and Cookie Policy.



1. No Guarantees

- **1.1** This Web site is provided "as is" with no representation, warranty, guarantee or agreement of any kind as to its functionality, quality or fitness for purpose. The Company cannot guarantee that access to the Web Site will be uninterrupted or that there will be no delays or failures.
- **1.2** The Company cannot guarantee that no viruses or other contaminating or destructive properties will be transmitted. You are responsible for adequate protection and back up of data and/or equipment and for undertaking reasonable and appropriate precautions to scan for computer viruses or other destructive properties
- 1.3 The Company is not responsible for any third-party software that may be used in connection with their Web site.

2 Links to Third party Sites or Content

2.1 By providing hyperlinks within the Web Site, The Company does not endorse and is not responsible for any linked websites. The Company recommends that Users view the linked website's terms, privacy and cookie policy pages to understand how use of that website may affect them. The Company is not responsible for the accuracy, timeliness or the continued availability or the existence of content, hyperlinks, or third-party websites or pages linked on The Company Web Site.

3 Intellectual Property rights

3.1 Any claims from Users or a third party relating to the Web Site or its possession or use, including alleged breaches of a third party's intellectual property rights, product liability claims and compliance with legal or regulatory requirements and consumer protection claims, should be directed to The Company.



- 3.2 Copyright in the pages, screens, information, and all material in their arrangement, is owned by or licensed to The Company.
- 3.3 User must not:
- (i) Copy or reproduce all any part of the Web site,
- (ii) Alter, modify, or adapt all or any per of the Web Site
- (iii) Remove or tamper with any copyright notice attached or contained within the Web Site (all ownership remains with The Company).
- (iv) Carry out reverse engineering of the Web Site.

4. Responsibilities

- **4.1** Users may not use the Web Site for any purpose which is unlawful, abusive, libellous, obscene or threatening.
- 4.2 Each User is responsible for all claims, damages and costs arising from:
- (i) That User's use of the Web Site:
- (ii) The Company's reliance on information that User has provided; and
- (iii) Any breach by that User of this EULA, or of any intellectual property or other right of any person or entity.

5. Miscellaneous

5.1 Each User confirms that: (i) They are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) They are not listed on any U.S. Government list of prohibited or restricted parties. Lists of these countries and parties may be found at www.state.gov and www.treasury.gov.



- 5.2 All notices to The Company, questions or complaints must be addressed to and sent in writing to The Company.
- 5.3 The Company may transfer all or any of its rights under this EULA to Group Member or to any other party. Users may not transfer their rights or obligations under this EULA to anyone else.
- **5.4** If for any reason a court of competent jurisdiction finds any provision or portion of this EULA to be unenforceable, the remainder of this EULA will continue in full force and effect.
- 5.5 If any part of this EULA becomes invalid, illegal or unenforceable, this will not affect the validity of the remaining EULA terms.

6. Variation

- 6.1. The Company may change the terms of this EULA at any time (and, subject to clause 6.2, will provide you with notice by way of a notice within this Web Site).
- **6.2** The Company may change the Privacy and Data Protection Statement, including the section relating to cookies and similar technologies, without providing advance notice.

7. Termination

7.1. The Company may end this EULA immediately if: 7.2 A User has seriously or persistently breached any of the terms of this EULA, the User Terms, and/or any applicable Online Training Terms and Conditions including where The Company reasonably suspects that: a. a User may be acting fraudulently; b. a User has committed or is about to commit a crime in connection with the online training services and/or any other services provided by The Company. a User has not satisfied any anti-money laundering requirements; or c. a User may be using or obtaining, or allowing someone else to use or obtain, service illegally; or d. the Customer's account is, being used for an illegal purpose; or e. a User's security details have not been kept safe; or f. a User has



committed or is about to commit a crime in connection with the Customer's account; or g. The Company reasonably considers either that by continuing the contract it may be at risk of breaching any applicable law, regulation, code, court order or other duty, or that The Company may be exposed to action or censure from any government, regulator or law enforcement agency.

PRIVACY AND DATA PROTECTION STATEMENT We know that you are concerned with how your, and the Customer's, personal and information is dealt with. The Company and other members of the JP INTERNATIONAL TRAINING LTD group collect, process and share information about you and others. Any such provisions will also apply to information collected and processed when you use this Web Site (and in this Privacy and Data Protection Statement, 'you' includes any other person who uses this Web Site on your device). Without limiting those provisions, we commit to the following in order to preserve the confidentiality of all information about you and the Customer (including personal data) that you provide to us:

- We will use the information to provide customers with better customer services and products, as permitted by law. • We may pass the information to other service providers or agents, as permitted by law. We will ensure that service providers and agents are required to apply appropriate confidentiality and security standards in respect of the information.
- We may be required, from time to time, to disclose the information to Governmental or judicial bodies or law enforcement agencies or our regulators but we will only do so where permitted, or required, by law.
- We will not otherwise disclose the information to any external organisation unless we have consent from you and/or the Customer, is permitted or required by law, or have previously informed you and/or



the Customer.

- We aim to keep the information accurate and up to date.
- We maintain strict security systems designed to prevent loss, destruction, damage and/or unauthorised access to the information by anyone, including our staff.

All The Companies, staff and all third parties with permitted access to the information are specifically required to observe our confidentiality and information security obligations.

Cookies The Web Site stores and accesses software (often referred to as 'cookies') on your device to aid security, maintain the connection to our systems, allow us to monitor how the Web Site is being used, and store your preferences (such as remembering login details).

You should read this statement to find out more about how The Company and our trusted partners use cookies. By installing and using this Web Site, you agree to The Company storing and accessing information on your device as set out below.

| COOKIE NAME | PURPOSE |
|---------------------|--|
| native-app | Identify the version of App. |
| device-type | Identify your device type including the operating system version and the make/model. |
| device-id | Assigns a unique user ID to your device. |
| mobile_support_type | Used to identify whether you are using an iPhone, iPad or Android phone. |
| LB_COOKIE_1 | This ensures that traffic to our site is split equally between several different servers to prevent our service from slowing down. |

Registered Office:5 Imperial Court, Laporte Way, Luton, Bedfordshire, LU3 8FE UK Registered in England. GB #704 9647 VAT registration # 985 061 303

