

TERMS AND CONDITIONS FOR DOMETRAN PRO FOR BUSINESS

Welcome to Dometrain Pro for Business – a subscription service that provides access to Dometrain's Pro courses, team management dashboard, analytics, technical support services, and related features (collectively, the **"Service"**), operated by Elfoworks Ltd (Company No. 12027745) (**"Company"**).

In these terms, we also refer to Company as **"Dometrain"**, **"our"**, **"we"**, or **"us"**.

In these terms, **"you"** or **"User"** refers to the organisation accessing the Platform and its authorised representatives.

What are these terms about?

These terms apply when you use this platform, being <https://dometrain.com/dometrain-pro/> and any other platform/websites we operate with the same domain name and different extensions (collectively, the **"Platform"**). The Platform is designed to deliver professional learning content and team administration for internal employee training.

These terms also apply when you access the services provided through this Platform (**"Services"**), which include access to Dometrain Pro courses, team management dashboard, analytics, support services and related features. Use of the Services is strictly limited to your organisation's internal training of its personnel and may not be resold, redistributed, or made available to third parties. Subject to your compliance with these terms and payment of applicable fees, we grant you a non-exclusive, non-transferable, revocable licence to access and use the Services during the applicable subscription term for up to the number of authorised user seats agreed between you and us. We reserve the right to monitor usage patterns and implement technical measures to prevent unauthorised access or distribution of content.

Where the provision of Services includes any support services, the Company will provide the necessary support in accordance with Schedule 1.

If you're looking for our Privacy Policy, which we will comply with and you also agree to be bound by, you can find it here <https://dometrain.com/privacy/>.

I've returned to your Platform, do I need to read these terms again?

Once you (**User**) subscribe to our Services, the terms accepted at the point of sale (subscribing to the Services) will apply to your access of the Services provided through the Platform. However, please note that we may change any part of these terms at any time by updating this page of the Platform and providing you with notice of such changes via email at least 30 days before they take effect. Your continued use of the Platform after such changes constitutes acceptance of the modified terms. You can check the date at the top of this page to see when we last updated these terms.

1 ACCESS AND USE OF THE PLATFORM

You must only use the Platform in accordance with these Terms and any applicable laws, and in case of the User being an organisation, you must ensure that your employees, sub-contractors and any other agents who use or access the Platform comply with the Terms and any applicable laws. All corporations, business entities, companies, charities, and similar organizations are required to purchase Dometrain Pro for Business. These entities are prohibited from purchasing any other product available on the Platform.

2 ACCOUNTS

2.1 ACCOUNTS

- (a) Access to the Service is provided on a seat basis. Following initial setup, designated client administrators will create and manage individual user accounts within their allocated seats. Accounts are personal to the named user and must not be shared or used concurrently by more than one individual or by anyone outside your organisation.
- (b) As part of the Account registration process, users will be required to provide basic information including first name, last name, email, password and, where applicable, role and team affiliation. You are responsible for ensuring that all information provided is accurate and kept up to date.
- (c) You agree that you're solely responsible for:
 - (i) maintaining the confidentiality and security of your Account information and your password; and
 - (ii) any activities and those of any third party that occur through your Account, whether those activities have been authorised by you or not.
- (d) You warrant that any information you give to the Company in the course of completing the Account registration process will always be accurate, honest, correct and up to date.
- (e) Once you complete the Account registration process, Company may, in its absolute discretion, choose to accept you as a registered user within the Platform and provide you with an Account.
- (f) Company reserves the right to contact you about any concerning behaviour by you, or to seek a resolution with you.
- (g) Company may suspend or cancel your Account immediately and without prior notice for any material breach of these Terms (including non-payment, security risks, suspected or actual piracy, credential sharing or unauthorised distribution of content), or upon providing 30 days written notice for any other reason. Material breach includes but is not limited to: (i) violation of payment obligations, (ii) misuse of the Platform, (iii) breach of data protection obligations, (iv) unauthorised distribution or sharing of content, (v) attempts to circumvent technical restrictions, or (vi) use of the Service in violation of these Terms. We maintain automated systems to detect unusual usage patterns indicating potential unauthorised access or content sharing and reserve the right to investigate and act upon any suspected violations.
- (h) You also agree to let us know if you detect any unusual activity on your Account as soon as you become aware of it.
- (i) We will not be responsible to you for, and expressly disclaim any liability for, any cost, loss, damages or expenses arising out of a failure by you to maintain the security of your Account information or your password.
- (j) You agree to release Company from any and all liability for any loss or damage that arises out of or in connection with information you provide that is not accurate, honest, correct or up-to-date.

2.2 ACCOUNT CANCELLATION

- (a) **(Cancellation by you)** In case you intend to cancel your Account on the Platform, you may submit a request to the Company through the Platform along with the reasons for cancelation of the Account.
- (b) **(Cancellation by us)** To the extent permitted by law, we reserve the right to terminate your access to any or all of the Platform at any time without notice without issuing a refund if you breach any provision of these terms (including for non-payment, security risks, suspected or actual piracy or unauthorised distribution).

3 PAYMENT FOR SUBSCRIPTION

- (a) **(Subscription and activation)** Access to the Service requires payment of applicable subscription fees as set out in your order or plan selection. Subscriptions are offered on an

annual basis and are seat-based (limited to the number of authorised users purchased). The Service activates on receipt of payment (or, if agreed, on invoice issuance) and continues for the applicable subscription term. Additional seats may be purchased at any time through a written amendment or order confirmation, with prorated fees calculated at the then-current per-seat rate for the remainder of the subscription term or as a separate annual term subscription. Seat increases will be documented through a formal amendment or written confirmation and will be coterminous with the original subscription term.

- (i) Subscription fees are payable in advance for the applicable annual term, unless otherwise agreed in writing.
- (ii) Your permitted use is limited to the number of authorised user seats specified in your order or otherwise agreed in writing.
- (iii) Any increase in seat numbers will be documented via a written amendment, order form or email order confirmation and billed on a prorated basis for the remainder of the then-current term.
- (iv) You shall only be entitled to re-allocating a seat to another employee if the employee with the allocated seat stops being employed by you during the term.

The subscription is seat-based and provides access for the agreed number of authorised users.

- (b) **(Subscription models)** All prices are:
 - (i) on a yearly subscription basis and as per the subscription plan, details of which are available at <https://dometrain.com/dometrain-pro/?plan=business> or pricing plan agreed separately between the Company and the User;
 - (ii) in British Pounds, US Dollars and Euros (except where otherwise indicated); and
 - (iii) subject to change prior to you completing the payment, or at renewal, in each case with any updated pricing notified to you in advance.
- (c) **(Payment obligations)** Unless otherwise agreed in writing, we will invoice subscription fees in advance for the relevant billing period (annual), and you must pay all undisputed amounts within 30 days of the invoice date. We may suspend the Service for non-payment after written notice if amounts remain overdue.
- (d) **(VAT)** Unless otherwise indicated, amounts stated do not include VAT. In relation to any VAT payable for a taxable supply by us, you must pay the VAT subject to us including that amount in the order or otherwise providing a tax invoice. All fees are exclusive of any sales, use, goods and services, withholding or similar taxes, which (other than taxes on our income) are your responsibility. If you are required to withhold taxes from any payment, you will gross up the payment so that we receive the amount we would have received had no withholding been required.
- (e) **(Payment Processing)** We use secure third-party payment providers (each a “**Payment Provider**”) to collect payments through enterprise-grade payment processing systems suitable for large multinational organisations. Payment processing is subject to the Payment Provider's terms, conditions and privacy policies in addition to these Terms. While we carefully select our Payment Providers, we are not liable for their security or performance beyond our obligations under applicable law. We reserve the right to correct, or to instruct our Payment Provider to correct, any billing or collection errors. We may change Payment Providers upon notice to you, provided that any such change will not affect your payment obligations under these Terms.
- (f) **(Pricing errors)** In the event that we discover an error or inaccuracy in the agreed pricing, we will notify you as soon as possible. Any pricing adjustments will be discussed and agreed upon between the parties in writing. If a payment has been processed based on incorrect pricing, any excess amount will be credited to your account or refunded through your original payment method.
- (g) **(Refunds)** Except as required by law or expressly stated in these terms: (i) all fees are non-refundable once the subscription term commences; (ii) no refunds or credits will be provided for unused seats or partial periods; and (iii) if we terminate the Service without cause, or you terminate due to our material breach that remains uncured after any applicable remedy period, you will be entitled to a pro-rata refund of prepaid fees for the unused remainder of the then-current term.

- (h) **(Auto-renewal and term)** The initial subscription term is 12 months from activation unless otherwise agreed in writing. Unless you provide at least 90 days' prior written notice before the end of the then-current term, your subscription will automatically renew for successive 12-month terms at the then-current rates. You may opt out of automatic renewal by contacting customer service at support@dometrain.com within the notice period. No refunds will be provided for any unused portion of the subscription period.
- (i) **(Recurring Billing and late payment)** By placing an order for a Subscription, you authorise us to charge you the subscription fee then in effect at the beginning of each billing period (annual) to your payment method or invoice you accordingly. You authorise us to charge your payment method the agreed subscription rate in subsequent billing periods. We reserve the right to change the timing of our billing, in particular, in the event your payment method has not successfully settled. If your payment method is declined for a recurring payment of your subscription fee, we will notify you and you must provide us with a new payment method within 30 days or your subscription may be suspended. If payment remains outstanding after 60 days, your subscription may be cancelled. You acknowledge that the amount charged each billing period may vary for reasons that may include price changes or changes to your seat count, and you authorise us to charge your payment method for such varying amounts each billing period. Any overdue amounts will accrue statutory interest under the Late Payment of Commercial Debts (Interest) Act 1998 at a rate of 8% per annum above the Bank of England base rate from the due date until paid in full.

4 YOUR OBLIGATIONS

You must not:

- (a) copy, mirror, reproduce, translate, adapt, vary, modify, sell, decipher, reverse assemble, reverse compile or decompile any part or aspect of the Platform without the express consent of the Company;
- (b) use the Platform for any purpose other than the purposes of internal employee training and related administration as permitted under these Terms;
- (c) use, or attempt to use, the Platform in a manner that is illegal or fraudulent or facilitates illegal or fraudulent activity;
- (d) use, or attempt to use, the Platform in a manner that may interfere with, disrupt or create undue burden on the Platform or the servers or networks that host the Platform;
- (e) use the Platform with the assistance of any automated scripting tool or software;
- (f) post or share any personal information of individuals under the applicable age of digital consent in your jurisdiction;
- (g) act in a way that may diminish or adversely impact the reputation of Company, including by linking to the Platform on any other website; and
- (h) share, sell, rent, assign or otherwise permit use of any login credentials or seat by anyone outside your organisation, or enable use of a single login by multiple individuals;
- (i) copy, download, distribute, rehost, display, perform or otherwise make available any courses, videos, assessments, source code or other Service content outside the Platform (including on third-party systems, intranets or content repositories), except as expressly permitted by the Company in writing; and
- (j) use the Platform, Services or any content to create, train or improve any product or service that competes with the Services, create derivative works from the content, or otherwise engage in any benchmarking or analysis for competitive purposes, except as permitted by law and these Terms.
- (k) attempt to breach the security of the Platform, or otherwise interfere with the normal functions of the Platform, including by:
 - (i) gaining unauthorised access to Platform accounts or data;
 - (ii) scanning, probing or testing the Platform for security vulnerabilities;
 - (iii) overloading, flooding, mailbombing, crashing or submitting a virus to the Platform; or

- (iv) instigate or participate in a denial-of-service attack against the Platform.

5 INFORMATION ON THE PLATFORM

- (a) While we make every effort to ensure that the information on the Platform is as up-to-date and accurate as possible, you acknowledge and agree that we do not (to the maximum extent permitted by law) guarantee that:
 - (i) the Platform will be free from errors or defects (or both, as the case may be);
 - (ii) the Platform will be accessible at all times. We aim to maintain 99.5% uptime measured on a monthly basis, excluding scheduled maintenance (which will be notified at least 48 hours in advance where practicable) and force majeure events. For purposes of this agreement, "downtime" means the Platform is completely inaccessible to all users, as distinct from situations where the Platform is accessible but specific features may not be functioning as expected. We will make commercially reasonable efforts to schedule maintenance during off-peak hours;
 - (iii) messages sent through the Platform will be delivered promptly, or delivered at all;
 - (iv) information you receive or supply through the Platform will be secure or confidential; and
 - (v) any information provided through the Platform is accurate or true.
- (b) We reserve the right to change any information or functionality on the Platform by updating the Platform at any time without notice, including service description, prices and other Platform Content.

6 USER CONTENT

- (a) In the course of accessing and using the Services, you may input data and information relating to your personnel's learning activity (including names, contact details, usage metrics and course progress), or upload documents and receive output from the Services (collectively referred to as "**User Content**"). To the extent permitted by applicable laws, you retain all ownership rights in the User Content. You retain ownership of all data inputted into the Platform and grant Dometrain a non-exclusive, worldwide, royalty-free license to process, store and use this data solely for the purposes of providing Dometrain Pro for Business (including access to Pro courses, team dashboards, analytics, support and related features) and improving our services in accordance with these terms. While you own the output data generated specifically for your organisation (for example, usage reports and analytics), Dometrain retains all intellectual property rights in the underlying algorithms, models, course content and methodologies used to generate such output data. Dometrain may use anonymised and aggregated data derived from User Content to operate, maintain and improve the Services and to generate usage insights, provided such data cannot reasonably be used to identify you or any individual.
- (b) Dometrain, as a data processor, will store and process the User Content (which may include personal data of learners and administrators) in accordance with its privacy policy and in compliance with applicable Data Protection Legislation, including but not limited to the UK GDPR, EU GDPR, and other relevant privacy laws applicable in the jurisdictions where the Services are provided. Dometrain will:
 - (i) only use the User Content for providing the Services;
 - (ii) process aggregated, anonymised data at an industry level for analytical purposes;
 - (iii) not share personally identifiable information with third parties;
 - (iv) implement appropriate technical and organisational measures to protect the User Content; and
 - (v) not use any User Content for development or improvement of its Services without explicit consent.

- (c) You are responsible for all input data and information and represent and warrant that: (i) you have all rights, title, interest, licenses and permissions required to provide such input data and information while using the Services; (ii) your use of the Services complies with all applicable laws and regulations; and (iii) you will maintain appropriate security measures to prevent unauthorised access to your account or misuse of the Services. You acknowledge that the Services are provided “as is” and we make no guarantees regarding specific outcomes or results from using the Services. THE PLATFORM AND SERVICES CONSIST OF EDUCATIONAL CONTENT AND TOOLS AND DO NOT CONSTITUTE PROFESSIONAL, LEGAL, OR REGULATED ADVICE. NOTHING IN THESE TERMS EXCLUDES OUR LIABILITY FOR DEATH, PERSONAL INJURY, FRAUD OR FRAUDULENT MISREPRESENTATION. DOMETRAIN IS NOT A LAW FIRM OR A PROFESSIONAL SERVICES PROVIDER. YOU ARE SOLELY RESPONSIBLE FOR HOW YOU USE THE SERVICES AND ANY DECISIONS MADE ON THE BASIS OF COURSE CONTENT OR ANALYTICS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, DOMETRAIN WILL NOT BE LIABLE FOR ANY ACTIONS OR DECISIONS MADE BASED ON THE SERVICES, AND DOMETRAIN DOES NOT WARRANT THAT ANY TRAINING WILL ACHIEVE ANY PARTICULAR OUTCOME OR RESULT. You are solely responsible for ensuring compliance with applicable laws and internal policies in your jurisdiction and organisation. You further acknowledge and confirm that you will be solely responsible for evaluating the accuracy, intended purposes and use of any output data.
- (d) You acknowledge that due to the nature of the Services provided through the Platform, output data (including recommendations, analytics and reports) may not be unique and other users of the Services may receive similar content. You further acknowledge and agree that Dometrain may create and use anonymised, aggregated datasets derived from Platform usage for analysis and benchmarking purposes, provided such datasets cannot be used to identify specific organisations or individuals. However, all organisation-specific data and analyses will remain confidential and segregated. Any responses or content that are requested by and generated for other users of the Services are not considered to be your output data.
- (e) The Platform provides enterprise-grade encryption for all User Content stored on the Platform. Dometrain maintains encryption capabilities solely for the purpose of providing the Services and will only decrypt User Content: (i) upon your written request, (ii) as required by applicable law or valid legal process, or (iii) in emergency situations where decryption is necessary to prevent imminent harm. Any decryption will be logged and documented in accordance with our security policies. You will also have an option to download the User Content or your session data and store it yourself in which case no User Content or session data will be retained on the Platform or its servers.
- (f) You shall not use the output data, including any analytics or insights, for: (i) development of any artificial intelligence models, machine learning systems, or other technology that compete with the Services; (ii) creation of derivative works that replicate or compete with the Platform's functionalities; (iii) training, fine-tuning, or improving any AI models, whether provided as part of the Services or otherwise; or (iv) distribution, sublicensing, or commercial exploitation in any form. You may use the output data solely for internal business purposes within your organisation, including data organisation and classification, subject to these restrictions.

7 INTELLECTUAL PROPERTY

- (a) Dometrain retains ownership of the Platform, Dometrain Pro for Business, and all materials on the Platform (including text, graphics, logos, design, icons, images, sound and video recordings, pricing, downloads, software, course content, training materials, assessments, and analytics) (**Platform Content**) and reserves all rights in any Intellectual Property Rights owned or licensed by it not expressly granted to you. Dometrain hereby grants you a non-exclusive, non-transferable, revocable license to use Dometrain Pro for Business solely for your internal business purposes during the subscription term, subject to these terms.
- (b) You must not reproduce, transmit, adapt, distribute, sell, modify, publish, download in bulk, systematically copy, create derivative works from, or archive the Platform or any Platform Content without prior written consent from Dometrain or as expressly permitted by law. This restriction specifically includes any attempt to extract or repurpose aggregated industry data or analysis provided through the Platform's modules. For clarity, this includes all Dometrain Pro for Business course content. You must not host, stream or make available

any Platform Content on any external platform or network. Use of the Services and Platform Content is limited to internal training of your personnel and must not be resold, sublicensed or redistributed.

- (c) Dometrain retains all intellectual property rights in the Services, or those rights are owned by a third party. You must not attempt to copy, reproduce, manufacture or otherwise commercialise the Services, including by reverse engineering, scraping or creating derivative works of any course content, software or documentation.
- (d) In this clause 7, “**intellectual property rights**” means copyright, trade mark, design, patent, semiconductor and circuit layout rights, trade, business, company and domain names, confidential and other proprietary rights, and any other rights to registration of such rights whether created before or after the date of these terms both in the United Kingdom and throughout the world.

8 THIRD PARTY SUPPLIERS

- (a) Dometrain may do any of the following:
 - (i) outsource any part of performing any services; or
 - (ii) procure any services from third party suppliers,without further notice to or permission from you.
- (b) Subject to our obligations as a data processor under applicable data protection legislation and our duty to exercise reasonable care in selecting and monitoring third party providers, Dometrain will not be liable for any acts or omissions of those third parties, including where such third parties cause delay or damage to any part of your order or subscription, or are negligent in providing services. However, we will maintain oversight of third-party service providers who process personal data and ensure appropriate data protection safeguards are in place.

9 THIRD PARTY TERMS AND CONDITIONS

- (a) The User acknowledges and agrees that third party terms & conditions (**Third Party Terms**) may apply.
- (b) The User agrees to any Third Party Terms applicable to any third party services, and Dometrain will not be liable for any loss or damage suffered by the User in connection with such Third Party Terms or on account of any liability arising out of the services provided by such third party service providers.
- (c) You confirm and acknowledge to use the Services and the User Content only in compliance with applicable laws, including data protection laws, and Third Party Terms. You must ensure all data uploaded to the Platform has been collected and shared in accordance with applicable law. You also confirm not to use the Services or the User Content in a manner that infringes, misappropriates or otherwise violates any third party rights.

10 LINKS TO OTHER WEBSITES

- (a) The Platform may contain links to other websites that are not our responsibility. Dometrain has no control over the content of any linked websites, and we are not responsible for that content.
- (b) Inclusion of any linked website on the Platform does not imply Dometrain’s approval or endorsement of the linked website.

11 SECURITY

Dometrain implements industry-standard security measures including encryption, access controls, and regular security assessments to protect the Platform and its data. While Dometrain maintains these security standards, Users must also implement appropriate organisational and technical security measures, including but not limited to:

- (a) maintaining up-to-date anti-virus and security software;
- (b) ensuring secure access protocols for their authorised users;

- (c) implementing appropriate access management procedures; and
- (d) following security best practices as communicated by Dometrain.

Dometrain does not accept responsibility for loss or damage to computer systems or data arising from use of the Platform where such loss or damage is not caused by Dometrain's negligence or breach of its security obligations under this agreement.

12 REPORTING MISUSE

If you become aware of any security incidents, unauthorised access, misuse of Dometrain Pro for Business (including suspected piracy, unauthorised distribution of content, credential/login sharing outside your organisation, or systematic downloading), or any material errors in the Platform Content, you must: (i) report security incidents or unauthorised access within 24 hours through our designated security incident reporting channels; (ii) cooperate fully with any investigation; and (iii) take immediate steps to prevent any further unauthorised access or use. All reports must be made through the designated channels specified in the Platform documentation. Other issues or concerns must be reported within 48 hours of discovery. For general access issues or non-security related difficulties, please submit a support ticket through the Platform's support portal or designated support channels. You acknowledge that Dometrain may monitor access logs and usage patterns and investigate suspected misuse or piracy and may suspend or terminate access in accordance with these Terms.

13 PRIVACY AND DATA PROTECTION

13.1 CLIENT DATA

- (a) Words and phrases in this section shall have the meaning given to them by applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder); the General Data Protection Regulation ((EU) 2016/679) to the extent applicable in the UK and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and any statutory instrument, order, rule or regulation made thereunder, as from time to time amended, extended, re-enacted or consolidated (**Data Protection Legislation**) and the terms "controller", "processor", "process" and "personal data" shall have the meanings given to those terms in such Data Protection Legislation.
- (b) During and after the delivery of the Services, the User agrees that Dometrain will be processing personal data for its own purposes and as such will be a controller under the Data Protection Legislation. This includes processing of basic business contact and account administration information (including first name, last name, business email, password, role/department and billing or account contact details) for the following purposes:
 - (i) the Company providing Services;
 - (ii) Dometrain and/or its subcontractors and third party suppliers use the contact details of the User to send marketing materials or other publications;
 - (iii) Dometrain may process personal data concerning its other clients and contacts in other ways for its own business purposes;
 - (iv) Dometrain may process and transfer personal data as necessary to effect a re-organisation of its business; and
 - (v) Dometrain may create, use, and distribute anonymised, aggregated data derived from Platform usage for industry-level analysis, benchmarking, and reporting purposes, provided such data cannot reasonably be used to identify any individual or organisation.
- (c) The User's instructions are taken to include the use by Dometrain, where appropriate, of independent contractors and third party suppliers appointed by us for functions such as data and file storage, back-up, destruction, billing, debt collection, legal processing and the like, in accordance with the foregoing.
- (d) By accepting these Terms, the User gives positive consent for Dometrain to obtain, store and process information about the User as described in this clause 13.
- (e) Each party shall comply with the terms of the Data Protection Legislation.

13.2 THIRD PARTY DATA

- (a) During and after the delivery of Services, there may be limited occasions where Dometrain may process on your behalf, as a processor, any personal data you have provided to Dometrain in connection with Dometrain Pro for Business.
- (b) You agree that where necessary you will have satisfied relevant statutory ground under the Data Protection Legislation as also undertaken necessary compliances, in connection with the processing, before providing the Company with personal data.
- (c) You warrant, in relation to the personal information and all other data that you provide to the Company in connection with this agreement (**Third Party Data**), that:
 - (i) You have all necessary rights in relation to Third Party Data, such that the Services can be performed in respect of that data;
 - (ii) You are not breaching any Law by providing the Company with Third Party Data;
 - (iii) Dometrain will not breach any Law by performing the Services in relation to any Third Party Data;
 - (iv) there are no restrictions placed on the use of the Third Party Data (including by any Third Party Terms) and if there are any such restrictions, you have notified the Company of this, and the Company has agreed to perform the Services in respect of that data (being under no obligation to do so); and
 - (v) Dometrain will not breach any Third Party Terms by performing the Services in relation to any Third Party Data.
- (d) You agree to indemnify Dometrain and its officers, employees and agents against any direct loss (including reasonable legal costs) or liability incurred by any of those parties, where such loss or liability was caused by a breach of a warranty in clause 13.2(a), provided that Dometrain: (i) promptly notifies you of any relevant claim; (ii) does not make any admission of liability without your prior written consent; and (iii) gives you reasonable cooperation in defending such claim.
- (e) You and Dometrain acknowledge that the roles of data controller and data processor, as defined under applicable Data Protection Legislation, will vary depending on the specific processing activities: (a) where Dometrain processes personal data for its own purposes as described in clause 13.1, it acts as a data controller; and (b) where Dometrain processes personal data on your behalf as described in clause 13.2, it acts as a processor.
- (f) You and the Company will comply with the Data Protection Legislation.
- (g) Dometrain shall, in relation to any Personal Data processed in connection with this clause 13.2:
 - (i) process that personal data only on your written instructions;
 - (ii) keep the personal data confidential;
 - (iii) comply with your reasonable instructions with respect to processing personal data;
 - (iv) not transfer any personal data outside of the UK or European Economic Area (EEA), unless in accordance with both UK and EU Data Protection Legislation, including but not limited to UK GDPR and EU GDPR, and the Company ensures that:
 - (A) the transfer is to a country approved as providing an adequate level of protection for personal data; or
 - (B) there are appropriate safeguards in place for the transfer of personal data; or
 - (C) binding corporate rules are in place; or
 - (D) one of the derogations for specific situations applies to the transfer.
 - (v) assist you, at your cost and upon reasonable written notice (which shall not exceed 30 days), in responding to any data subject access request and to ensure compliance with your obligations under the Data Protection Legislation, provided that the Company reserves the right to charge reasonable fees for assistance

beyond what is strictly required by applicable Data Protection Legislation with respect to security, breach notifications, privacy impact assessments and consultations with supervisory authorities or regulators;

- (vi) notify you without undue delay on becoming aware of a personal data breach or communication which relates to Dometrain's or your compliance with the Data Protection Legislation;
 - (vii) at your written request, delete or return personal data (and any copies of the same) to you on termination of these Terms unless required by the Data Protection Legislation to store the personal data; and
 - (viii) maintain complete and accurate records and information to demonstrate compliance with this clause 13.2 and allow for audits by you or your designated auditor.
- (h) Dometrain maintains comprehensive enterprise-grade security measures appropriate for processing learner personal data and training records, including:
- (i) enterprise-grade encryption for data in transit and at rest;
 - (ii) role-based access controls with multi-factor authentication;
 - (iii) regular security audits and penetration testing;
 - (iv) dedicated data protection personnel;
 - (v) documented incident response procedures; and
 - (vi) specific measures for protecting learner profiles and training records.
- (i) These measures are regularly reviewed and updated to ensure compliance with UK and EU data protection requirements and industry best practices for handling learner personal data and training information. Such measures may include, where appropriate:
- (i) pseudonymising and encrypting personal data;
 - (ii) ensuring confidentiality, integrity, availability and resilience of its systems and services;
 - (iii) ensuring that availability of and access to personal data can be restored in a timely manner after an incident; and
 - (iv) regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it.

14 DATA BACKUP

- (a) Upon termination or expiration of your subscription: (a) all rights granted to you under these terms will immediately cease; (b) you must immediately cease all use of Dometrain Pro for Business; (c) Dometrain will retain data and material associated with the User, including User Data, for up to 2 years after the end date of your subscription (the "**Retention Period**"); and (d) after the Retention Period, Dometrain will permanently delete such data and materials in accordance with its data retention policies and applicable laws.
- (b) You are solely responsible for backing up any important data or content prior to the end of the Retention Period, as Dometrain will not be able to recover any such data or content after this period. You acknowledge that you have been advised of this requirement.
- (c) Dometrain will not be responsible to the User and Dometrain expressly disclaims any liability for, any cost, loss, damages or expenses arising out of the cancellation of your Account and any loss of data.

15 LIABILITY

- (a) To the maximum extent permitted by applicable law, Dometrain's total aggregate liability to any person for loss or damage of any kind, however arising whether in contract, tort (including negligence), statute, equity, indemnity or otherwise, arising from or relating in any way to this Platform, these terms or any services provided by Dometrain in any 12-

month period, is limited to the total Fees paid to Dometrain by you in the 12 months preceding the first event giving rise to the relevant liability.

- (b) All express or implied representations and warranties in relation to the Services and the associated services performed by the Company are, to the maximum extent permitted by applicable law, excluded.
- (c) **(Indemnity)** You agree to defend, indemnify and hold harmless Dometrain, its affiliates, employees, agents, successors and assigns against any and all claims, demands, damages, losses, costs and expenses (including reasonable legal fees and costs) brought by any third party or which is or may be suffered by any person arising from your or your representatives':
 - (i) breach of any of these terms; or
 - (ii) use of Dometrain Pro for Business, including but not limited to: (i) any unauthorised reproduction, distribution, making available or hosting of Dometrain content; (ii) sharing of logins or credentials; (iii) seat misuse; (iv) reverse engineering or attempting to derive source code; (v) creating derivative works; (vi) using the service for competitive analysis; or (vii) any other breach of licence terms or piracy.
- (d) **(Consequential loss)** To the maximum extent permitted by law, under no circumstances will Dometrain be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with this Platform, these terms or any Products or services provided by Dometrain (except to the extent this liability cannot be excluded under law).
- (e) Nothing in these terms or any Order will exclude or limit a party's liability for fraud or intentional unlawful conduct by a party, or death or personal injury resulting from a party's negligence.
- (f) To the extent that the provisions of any applicable law shall impose restrictions on the extent to which liability can be excluded under these terms or an Order, including, for the avoidance of doubt, the provisions of sections 3, 6 and 11 of the *Unfair Contract Terms Act 1977* in the UK (and its equivalent in any other jurisdiction) relating to the requirement of reasonableness, the exclusions set out in this clause will be limited in accordance with such restrictions. However, any exclusions of liability that are not affected by such restrictions will remain in full force and effect.

16 DISPUTE RESOLUTION

- (a) A party claiming that a dispute has arisen under or in connection with these terms must not commence court proceedings arising from or relating to the dispute, other than a claim for urgent interlocutory injunction, unless that party has complied with the requirements of this clause.
- (b) A party that requires resolution of a dispute which arises under or in connection with this agreement must give the other party or parties to the dispute written notice containing reasonable details of the dispute and requiring its resolution under this clause.
- (c) Once the dispute notice has been given, each party to the dispute must then use its best efforts to resolve the dispute in good faith. If the dispute is not resolved within a period of 14 days (or such other period as agreed by the parties in writing) after the date of the notice, any party to the dispute may take legal proceedings to resolve the dispute.

17 THIRD PARTY RIGHTS

This agreement does not give rise to any rights under the *Contracts (Rights of Third Parties) Act 1999* to enforce any term of this agreement.

18 FORCE MAJEURE

- (a) If a party (**Affected Party**) becomes unable, wholly or in part, to carry out an obligation under this agreement (other than an obligation to pay money) due to a Force Majeure Event, the Affected Party must give to the other party prompt written notice of:

- (i) reasonable details of the Force Majeure Event; and
 - (ii) so far as is known, the probable extent to which the Affected Party will be unable to perform or be delayed in performing its obligation.
- (b) Subject to compliance with clause (a) of this Force Majeure section, the relevant obligation will be suspended during the Force Majeure Event to the extent that it is affected by the Force Majeure Event.
- (c) The Affected Party must use its reasonable endeavours to overcome or remove the Force Majeure Event as quickly as possible.
- (d) For the purposes of this agreement, a 'Force Majeure Event' means any:
 - (i) act of God, lightning strike, meteor strike, earthquake, storm, flood, landslide, explosion or fire;
 - (ii) strikes or other industrial action outside of the control of the Affected Party;
 - (iii) war, terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic, pandemic; or
 - (iv) any decision of a government authority in relation to COVID-19, or any threat of COVID-19 beyond the reasonable control of the Affected Party, to the extent it affects the Affected Party's ability to perform its obligations.

19 GENERAL

19.1 GOVERNING LAW AND JURISDICTION

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

19.2 WAIVER

No party to these terms may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

19.3 SEVERANCE

Any term of these terms which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of these terms is not limited or otherwise affected.

19.4 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

19.5 ASSIGNMENT

The User may not assign, novate or otherwise transfer any of its rights or obligations under these terms without the prior written consent of Dometrain. Dometrain may assign, novate or transfer its rights and obligations under these terms to: (i) any affiliate or subsidiary; (ii) any successor in interest pursuant to a merger, acquisition, or sale of all or substantially all of its assets; or (iii) any third party with prior written notice to the User.

19.6 COSTS

Except as otherwise provided in these terms, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing these terms.

19.7 ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of these terms.

19.8 INTERPRETATION

- (a) **(singular and plural)** words in the singular includes the plural (and vice versa);
- (b) **(currency)** a reference to £, or “pound”, is to pound sterling (GBP), unless otherwise agreed in writing;
- (c) **(gender)** words indicating a gender includes the corresponding words of any other gender;
- (d) **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (e) **(person)** a reference to “person” or “you” includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (f) **(party)** a reference to a party includes that party’s executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (g) **(these terms)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of these terms, and a reference to these terms includes all schedules, exhibits, attachments and annexures to it;
- (h) **(document)** a reference to a document (including these terms) is to that document as varied, novated, ratified or replaced from time to time;
- (i) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- (j) **(includes)** the word “includes” and similar words in any form is not a word of limitation; and
- (k) **(adverse interpretation)** no provision of these terms will be interpreted adversely to a party because that party was responsible for the preparation of these terms or that provision.

19.9 NOTICES

- (a) A notice or other communication to a party under this agreement must be:
 - (i) in writing and in English; and
 - (ii) delivered via email to the other party, to the email address specified in this agreement, or if no email address is specified in this agreement, then the email address most regularly used by the parties to correspond regarding the subject matter of this agreement as at the date of this agreement (**Email Address**). The parties may update their Email Address by notice to the other party.
- (b) Unless the party sending the notice knows or reasonably ought to suspect that an email was not delivered to the other party’s Email Address, notice will be taken to be given:
 - (i) 24 hours after the email was sent, unless that falls on a Saturday, Sunday or a public holiday in England and Wales, in which case the notice will be taken to be given on the next occurring business day in England and Wales; or
 - (ii) when replied to by the other party,
 - (iii) whichever is earlier.

1 SUPPORT SERVICES

- (c) Dometrain will provide access to Dometrain Pro for Business which includes: (i) access to all Pro courses; (ii) team dashboard functionality; (iii) analytics tools; and (iv) support services in accordance with the Service Levels in Table 1 during UK Business Hours (9:00 AM to 5:30 PM GMT/BST, excluding UK public holidays). Dometrain will use commercially reasonable efforts to maintain 99.5% Platform uptime (excluding scheduled maintenance and force majeure events).

“Downtime” means the Platform being completely inaccessible to all users. Support for data privacy and security incidents must be submitted via the designated email channel or Support Portal. General technical support and non-urgent queries may be submitted via the Support Portal or email.

Table 1: Service Levels

Priority	Response Target	Resolution Target
Critical	4 business hours	24 hours
High	6 business hours	48 hours
Medium	12 business hours	72 hours
Low	24 business hours	120 hours

- (d) The severity and priority of calls are classified as follows:
- (i) **Critical** – business critical issues including: (i) complete Platform inaccessibility preventing user login or access; (ii) complete failure of core platform functionality affecting multiple users within the organisation; (iii) any data breach or security incident affecting personal data; (iv) issues that materially impact compliance with applicable laws and regulations; or (v) complete failure of administrative functions preventing client administrators from managing user access.
 - (ii) **High** – issues affecting multiple users and issues affecting business operation, which prevents a small group of users from accessing the Services or where the feature functionality is restricted but a feasible workaround exists
 - (iii) **Medium** – non-critical general operational and technical enquiries
 - (iv) **Low** – feedback; non-essential system set-up changes, no compliance or cash flow impact.

2 USER ACKNOWLEDGMENTS

The User acknowledges and agrees that:

- (a) Service Levels and any associated remedies do not apply to any performance or availability issues arising from the following circumstances, provided that Dometrain will nevertheless use commercially reasonable efforts to maintain service quality, data security, and content protection during such circumstances:
- (i) factors outside our reasonable control (for example, natural disaster, war, acts of terrorism, riots, government action, or a network or device failure external to our data centres, including at your site or between your site and our data centre);
 - (ii) any Third Party Service, information technology systems, hardware or software not provided by the Company;
 - (iii) any downtime or increased latency in any Third Party Service;
 - (iv) the User failing to implement and maintain the dependencies;
 - (v) the User utilising the Services contrary to Dometrain's advice, policies, or guidelines on utilisation of the Services, including but not limited to any

- unauthorised sharing, redistribution, or downloading of content, or any violation of the usage restrictions set forth in the Agreement;
 - (vi) during or with respect to a preview, pre-release, beta test or trial versions of the Service (including any particular feature);
 - (vii) the User's action or inaction to a reasonable request from the Company in relation to an issue; or
 - (viii) the User's failure to maintain and follow appropriate security practices,
- (b) Dometrain makes no warranty or representation that all issues, problems, or security threats will be identified, and the User acknowledges that it remains responsible for its overall security and compliance obligations;
- (c) final solution may differ from initial diagnosis;
- (d) priority levels are determined at Dometrain's sole and reasonable discretion, and such determination shall be final and binding;

3 DOWNTIME

- (a) Dometrain will use commercially reasonable efforts to maintain a 99.5% uptime for the Platform, excluding scheduled maintenance, force majeure events, and other exclusions specified in this Schedule. Downtime shall be defined strictly as periods when the Platform is completely inaccessible to Users, preventing login or access. Partial feature unavailability, degraded performance, or inability to access specific courses or content does not constitute downtime. Dometrain reserves the right to suspend access to specific content or features for maintenance, security, or compliance purposes without such suspension constituting downtime. If the Company fails to meet the 99.5% uptime commitment, the User's sole and exclusive remedy shall be the service credits specified in Table 2, subject to the User's written notification of such failure within 30 days of its occurrence via the Support Portal or email. Service credits will be applied to future invoices and are not redeemable for cash. Dometrain will use commercially reasonable efforts to respond to or resolve the relevant issue as soon as practicable.
- (b) Dometrain will provide the User with at least 48 hours prior notice of any scheduled maintenance or downtime via email or the Support Portal. Emergency maintenance may be performed with shorter notice or no notice when necessary to maintain the security, integrity, or availability of the Service. Any downtime resulting from scheduled maintenance with proper notice or emergency maintenance shall not be counted towards unscheduled downtime calculations for uptime percentage purposes.

Table 2: Unscheduled Downtime Credits

Unscheduled Downtime	Credit
99.0% – 99.49% uptime	10% credit of monthly fee
98.0% – 98.99% uptime	25% credit of monthly fee
Below 98.0% uptime	50% credit of monthly fee

4 SUPPORT SERVICE HOURS AND CONTACT METHODS

- (a) Unless otherwise set out in this Schedule 1, the Support Services will be available from 9:00 am – 5:30 pm GMT/BST on Business Days (Business Hours). While Dometrain will use commercially reasonable efforts to maintain Platform availability 24/7, we target an uptime of 99.5%, excluding scheduled maintenance and force majeure events. The Platform may experience occasional interruptions or degraded performance which shall not constitute a breach of this Agreement.
- (b) All Response Times and Resolution Targets: (i) do not include any time that falls outside of Business Hours; (ii) shall be automatically extended by any time during which the User delays in providing necessary information or access; and (iii) represent targets only and not binding obligations. Service credits must be requested within 30 days of the incident via the Support Portal and will be applied to future invoices only. For purposes of service

credits, "downtime" means the Platform is completely inaccessible; partial feature unavailability or degraded performance does not constitute downtime.

- (c) Support Services can be accessed via the following methods, with all support limited to UK Business Hours (9:00 am - 5:30 pm GMT). For matters involving personal data, trade union information, or sensitive labour relations data, Users must use the Support Portal or designated email channel:

Assistance Method	Details
Support Portal	https://portal.dometrain.com
Email	support@dometrain.com