



Terms and Conditions

SINGLE USER TERMS AND CONDITIONS

These terms and conditions (the "Agreement") govern your use of this website (the "Website"). If you do not agree with this Agreement, do not use this Website.

1. DEFINITIONS

For the purposes of this Agreement, the following words and phrases shall have the following meanings:

"Fees" means the fees payable by the User to Fox IT for the performance of the Service.

"Intellectual Property Rights" means copyright, patents, know-how, confidential information, database rights and rights in trade marks and designs (whether registered or unregistered), applications for registration of any of the above or all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world.

"Party" means either Fox IT or the User and the **"Parties"** means both.

"Service" means the IT training services to be provided by Fox IT on the Website.

"User" means registered paid-up users.

2. DURATION OF AGREEMENT

The User shall have the right to use the Service for a period of one month (unless otherwise contracted) from acceptance of the order (the **"Term"**). At the end of the Term the Users account shall be deactivated.

3. USER'S UNDERTAKINGS, WARRANTIES AND ACKNOWLEDGEMENTS

- 3.1 The User acknowledges that the Service has not been prepared to meet its individual requirements and that it is therefore the responsibility of the User to ensure that the Service meet its requirements. Fox IT shall not be liable for any failure of the Service to provide any facility or function not specified on the Website.
- 3.2 The User is responsible for the provision of their own Internet access to enable use of the Service and for providing the IT infrastructure (hardware and software) to use the Service. This will include Flashplayer, https:// secure protocols, broadband connection and popups need to be enabled.
- 3.3 The User shall ensure that adequate virus protection tools and procedures are in place on any computers connecting directly or indirectly to the Service to prevent inter-network virus transfer.
- 3.4 The User agrees that Fox IT shall be entitled to amend or update the Service from time to time.
- 3.5 The User shall indemnify and hold harmless Fox IT against any and all costs (including legal costs), expenses, loss or damage arising out of or attributable to the User not complying with its obligations under this Agreement.

4. FOX IT'S OBLIGATIONS

- 4.1 Fox IT shall use reasonable endeavours to make the Service available but cannot guarantee that the Service shall operate continuously or without interruptions which could affect use of the Service.
- 4.2 Fox IT will provide a support desk working 9am to 5pm GMT/BST Monday to Friday excluding UK public holidays. Calls will be logged between these hours with best endeavours to fix any problems with minimum delay.

- 4.3 Fox IT is not liable for the end-to-end delivery of the Service and shall not be held responsible for any problem with the availability of the Service due to causes beyond the reasonable control of Fox IT, including without limitation (a) circumstances caused by the User; (b) User's computers or network equipment; (c) User's internet service provider; (d) User's firewall; (e) any third party activities, equipment or software not within Fox IT's direct control; or (f) any Force Majeure event.
- 4.4 Fox IT does not warrant that the Service is free from defects or errors and assumes no responsibility for any defects, errors or omissions in the Service.
- 4.5 Except as expressly provided in this Agreement, no representation, warranty or condition, express or implied, statutory or otherwise, as to condition, quality, performance, merchantability, or fitness for purpose or satisfactory quality are given or assumed by Fox IT in respect of the Service and all such representations, warranties and conditions are excluded except to the extent that such exclusion is prohibited by law.

5. FEES AND PAYMENT

- 5.1 The User shall pay Fox IT the Fees in advance of the issuing of a user ID and password or use of the Service by the User.
- 5.2 All amounts payable by the User will be subject to value added tax or other tax or duty, at the rate and in the manner for the time, being prescribed by law.
- 5.3 Your UserID and password will be released to you on receipt of payment.

6. CONFIDENTIALITY

- 6.1 The User shall keep user names, IDs and passwords granted by Fox IT confidential and secure and in no circumstances whatsoever may any User share or distribute their user names, IDs or passwords to third parties. Any breach of this term will result in the immediate suspension of the account
- 6.2 The User shall promptly notify Fox IT if it becomes aware of any misuse of the Service, user names, IDs or passwords.
- 6.3 The User will not modify, copy, reproduce, republish or distribute material, in whole or in part, provided from the Service in any way.
- 6.4 Fox IT will protect any data from the user in accordance with the Data Protection Act.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 The User acknowledges that all Intellectual Property Rights, whether registered or unregistered, including all copyrights, database rights, trade marks, patents, service marks, trade secrets and know-how, in whatever form in the Service are vested in, and shall remain at all times vested in, Fox IT or its licensor.
- 7.2 Nothing in this Agreement or the Service shall be construed as conferring any licence or permission under any of Fox IT's or its licensor's Intellectual Property Rights.
- 7.3 The User shall not alter or remove of any copyright statements, trademarks, legends, logos, markings or notices contained in the Service.
- 7.4 Indemnification and Liabilities
 - 7.4.1 Should any claim or claims be made against the User alleging that the Service furnished under this Agreement and used within the scope of this Agreement infringes any Intellectual Property Rights of a third party ("IPR Claim") then provided that the User promptly informs Fox IT in writing and fully co-operates with Fox IT and makes no admission of liability nor takes any action to prejudice Fox IT's claim, then Fox IT may at its discretion either:

- (a) assume at its own expense, up to a reasonable limit, responsibility for defending, compromising or otherwise negotiating any such claims and shall meet any liabilities imposed upon the User by court order. In this case, Fox IT shall be entitled to conduct any proceedings in the name of the User; or
 - (b) procure for the User the right to continue to use the Service in accordance with the Agreement or to modify the Service so that it becomes non-infringing or to replace the Service with non-infringing material.
- 7.4.2 If the foregoing alternatives are not reasonably available to Fox IT (or if option (a) exceeds a reasonable limit), Fox IT may terminate this Agreement with immediate effect after refunding a sum for Service paid in advance but not received at the point of termination.
- 7.4.3 Fox IT shall have no liability in respect of any IPR Claim or infringement or any alleged infringement of any third party's Intellectual Property Rights if such claim or infringement is based upon:
 - (a) the misuse of the Service, or use outside the terms of this Agreement or the reasonable instructions of Fox IT issued from time to time.
- 7.4.4 This Clause 7.4 states the entire obligation and liability of Fox IT to the User in respect of an IPR Claim. In no circumstances shall Fox IT be liable for any indirect consequential or contingent loss (including but not limited to loss of profits, revenue, goodwill or anticipated savings) suffered by the User from or in any way related to infringement of a third party's Intellectual Property Rights.

8. TERMINATION

- 8.1 Fox IT shall have the right, without prejudice to any other right or remedy available to it, to terminate this Agreement immediately in the following circumstances:
 - (a) if the User is in breach of any of its material obligations under this Agreement
 - (b) in accordance with the terms of Clause 7.4.2;
 - (c) the User acts in, or is reasonably believed to have acted in, a fraudulent manner in any way in relation to this Agreement;
- 8.2 On termination if this Agreement the User shall immediately stop using the Service
- 8.3 The provisions of Clauses 6, 7, 8, 9 and 12 shall continue to apply despite the termination of this Agreement.

9. LIABILITIES

- 9.1 Fox IT does not exclude liability for death or personal injury arising from its negligence or that of its employees.
- 9.2 Subject to Clause 9.1, the total aggregate liability of Fox IT for the Term of the Agreement whether arising from negligence, breach of contract or otherwise shall in no circumstances exceed the lesser of the total Fees payable by the User in the six months preceding the event which gave rise to the liability or £1,000.

- 9.3 Subject to Clauses 9.1 and 9.2, Fox IT shall not be liable to the User for any loss, damage or injury whether direct or indirect, consequential or contingent, and whether foreseeable or not including, without limitation, any financial loss, loss of profits, loss of business or contracts, loss of anticipated savings, revenue, goodwill, loss of operating time, loss or damage to programs or to data, and Fox IT shall not, subject to Clause 7.4, be under any liability in respect of any claim (including claims for negligence) made against the User by any third party, and the User shall indemnify Fox IT against any third party claim that may arise.

10. FORCE MAJEURE

Neither Party shall be under any liability to the other Party for any breach of any provision under this Agreement or failure on its part to perform any obligation as a result of force majeure events, including but not limited to acts of God, war (whether declared or not), sabotage, riot, explosion, Government control, restrictions or prohibitions or any other Government act or omission whether local or national, fire, flood, accident, catastrophes, telecommunications outages, Internet outages, local utility failure, strike or blockade or any other cause beyond the control of the Party concerned, and such Party shall notify the other Party if affected by any of the causes referred to in this clause and the likely duration of the delay. If performance is not resumed within 30 days after the notice is given, or such other time as agreed between the Parties, the non-delaying Party may by notice in writing terminate this Agreement.

11. REFUNDS POLICY

- 11.1 Fox IT must receive all requests for refunds, replacements and adjustments via email or an online request within 7 days after purchase. Refunds, replacements, adjustments will be considered for:
- (a) any unused account, therefore if the User has already used its account then there will be no entitlement to a refund.
 - (b) Technical problems resulting in the User not being able to view courseware (subject to the user meeting its obligations under this Agreement).
- 11.2 Fox IT must receive written notification of the problem and be given the opportunity to fix the problem in order for a refund, replacement or adjustment to be considered.
- 11.3 Refunds, replacement, adjustments will not be considered for slow performance as Fox IT has no control over internet bandwidth

12. GENERAL

- 12.1 This Agreement is a comprehensive record of the agreement reached between the Parties and supersedes all previous conditions, understandings, commitments, agreements or representations whether oral or written relating to the subject matter of this Agreement. Fox IT can revise this Agreement at any time without notice by updating this posting. Nothing in this paragraph limits or excludes any liability for fraud.
- 12.2 A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 12.3 This Agreement shall be considered as a contract made in England and subject to English Law and the exclusive jurisdiction of the English Courts.