

The R&D Community Limited's Terms and Conditions

1. TERMS AND CONDITIONS

1.1. These are the Terms and Conditions for The R & D Community Ltd, a company incorporated in England and Wales (registered number 13076097) with its registered office at 20-22 Wenlock Road, London, England, N1 7GU ("Supplier") in relation to its Services (as defined below).

1.2. These Terms and Conditions together with the Sign-Up Page forms the agreement between the Supplier and the Customer for the Services ("Agreement").

2. DEFINITIONS

2.1. The following definitions apply to these Terms and Conditions:

Authorised Users: any individual (whether Customer employee, agent or otherwise) who is authorised by the Customer to access the Platform.

Business Day: any day which is not a Saturday, Sunday or public holiday in the UK or the country in which the Customer is based.

Confidential Information: has the meaning provided in condition 10.1.

Consultancy Fees: means the fees payable for the Consultancy Services as confirmed in writing by the Supplier.

Consultancy Services: means the Consultancy Services to be provided by the Supplier (if any) agreed in writing between the parties from time to time.

Customer: the customer set out in the Sign-Up Page.

Customer Data: the content, information and/or data inputted or submitted by the Customer or Authorised Users, for the purposes of using the Services, together with all data generated from use of the Services.

Documentation: the documents made available to the Customer by Supplier (including by online means) which sets out a description of the Subscription Services, the user instructions for them.

Data Protection Legislation: means the Data Protection Act 2018, UK GDPR and GDPR as applicable and all related subordinate legislation, as may be amended, updated or re-enacted from time to time.

Effective Date: the date the Customer accepts these Terms and Conditions.

Fees: the Subscription Fees and, where applicable, the Consultancy Fees.

GDPR: the European Union General Data Protection Regulation (2016/679/EU).

Normal Business Hours: 9.00 am to 5.30 pm UK time, each Business Day.

Platform: means the Supplier content and training platform which is used to provide the Subscription Services.

Services: the Subscription Services and, where applicable, the Consultancy Services.

Sign-Up Page: the sign up page accessed via <http://www.the-randd-community.co.uk> which together with these Terms and Conditions forms the Agreement.

Subscription Fees: the fees payable by the Customer for the Subscription Services as set out in the Sign-Up Page.

Subscription Services: the subscription services provided by Supplier as set out in the Documentation.

UK GDPR: the portion of the GDPR retained within the UK after leaving the European Union.

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

3. SERVICES

- 3.1. During the term of the Agreement, Supplier shall provide the Services and make available the Platform and Documentation to the Customer, on and subject to the terms of the Agreement.
- 3.2. Supplier shall use commercially reasonable endeavours to make the Platform available 24 hours a day, seven days a week, except for:
 - 3.2.1. planned maintenance carried out during the agreed maintenance windows;
 - 3.2.2. unscheduled maintenance performed outside Normal Business Hours, provided that Supplier has used reasonable endeavours to give the Customer at least six (6) Normal Business Hours' notice in advance; and
 - 3.2.3. any emergency maintenance as required, provided Supplier provide prompt notice of any emergency maintenance to the Customer.
- 3.3. The Customer acknowledges and agrees that the content provided via the Platform is provided for general information only. It is not intended to amount to advice on which the Customer should rely. The Customer must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the Platform.
- 3.4. Where Consultancy Services are being provided the Supplier shall provide these with all reasonable skill and care.
- 3.5. Any dates agreed for delivery of Consultancy Services are target dates. The Supplier will use its reasonable endeavours to meet them but otherwise is not in breach of the Agreement if such dates are not met.

4. AUTHORISED USERS

- 4.1. Supplier grants to the Customer from the Effective Date a non-exclusive, non-transferable right to allow the Platform to be accessed by Authorised Users in accordance with and for the duration of this Agreement.
- 4.2. The Customer shall not charge any Authorised User (or any third-party employer of an Authorised User) for access to the Platform, without Supplier's prior written consent.
- 4.3. The Customer shall not, and will ensure Authorised Users shall not, access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:
 - 4.3.1. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; or
 - 4.3.2. facilitates illegal activity; or
 - 4.3.3. in a manner that is otherwise illegal or causes damage or injury to any person or property; and Supplier reserves the right, without liability or prejudice to its other

- rights to the Customer or Authorised Users, to disable the Customer's or Authorised Users' access to any material that breaches the provisions of this condition.
- 4.4. The Customer shall not, and will ensure Authorised Users shall not (except to the extent expressly permitted under the Agreement):
- 4.4.1. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute (as applicable) all or any portion of the Platform or Documentation (as applicable) in any form or media or by any means; or
 - 4.4.2. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form (as applicable) all or any part of the Platform; or
 - 4.4.3. access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation;
 - 4.4.4. attempt to obtain, or assist third parties in obtaining, access to the Services or Documentation, other than as provided under this condition 4; or
 - 4.4.5. attempt to bypass or disable any security feature or mechanism within the Services.
- 4.5. The Customer shall, and will ensure Authorised Users shall, keep all password, access links and log-in details used in relation to the Services secure, and shall use all reasonable endeavours to prevent any unintended access to, or use of, the Services and the Documentation and, in the event of any such unintended access or use, promptly notify Supplier.
- 4.6. The rights provided under this condition 4 are granted to the Customer and shall not be considered granted to any parent, subsidiary or holding company of the Customer.

5. **CUSTOMER DATA**

- 5.1. As between the parties the Customer shall own the Customer Data and the Customer shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data. Supplier does not monitor any Customer Data provided by the Customer or Authorised Users as part of the Services. Supplier shall only be entitled to amend any Customer Data when requested in writing to do so by the Customer.
- 5.2. Supplier shall follow its back-up procedures for Customer Data as set out in its back-up policy, (available at such website address as may be notified to the Customer from time to time), as such document may be amended by Supplier in its sole discretion. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against Supplier shall be for Supplier to use all reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Supplier in accordance with the procedures described in its back-up policy. Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by Supplier to perform services related to Customer Data maintenance and back-up, and for breaches of condition 5.3, for which it shall remain fully liable).

- 5.3. If the Customer Data includes any personal data (as that term is defined in the Data Protection Legislation), and Supplier requires to process such data in relation to the Services being provided to the Customer, then the parties acknowledge that Supplier shall be deemed the processor and the Customer the controller (as those terms are defined in the Data Protection Legislation) and in any such case:
 - 5.3.1. Supplier shall process the personal data only in accordance with the terms of the Agreement and any lawful instructions reasonably given by the Customer from time to time;
 - 5.3.2. in relation to the scope, nature and purpose of the processing by Supplier in relation to the Services, the categories of data subjects and the types of data are set out in Part A of the Schedule and the duration of the processing is concurrent with the duration of the Agreement;
 - 5.3.3. all individuals involved in the provision of the Services on behalf of Supplier shall be subject to appropriate obligations of confidentiality;
 - 5.3.4. Supplier warrants that the provision of the Services includes the implementation of sufficient technical and organisational measures to ensure an appropriate level of security in relation to the processing of personal data as required by Data Protection Legislation;
 - 5.3.5. Supplier shall as far as is possible and proportionate in relation to the nature of the processing, implement technical and organisation measures that assist the Customer with its obligations in relation to the exercise of data subject's rights as described in Data Protection Legislation;
 - 5.3.6. the Customer acknowledges that Supplier is entitled to transfer personal data to third-party technology partners which Supplier has engaged, or may engage, in relation to platform hosting elements of the Services on condition that any such transfer and engagement will be in accordance with Data Protection Legislation and Supplier shall remain fully liable to the Customer for the performance of such third-party technology partner's obligations;
 - 5.3.7. Supplier shall notify the Customer without undue delay after becoming aware of any breach of Data Protection Legislation relating to the Personal Data. Such notification shall:
 - 5.3.7.1. include information on the nature of the breach and the data involved;
 - 5.3.7.2. describe the categories and approximate number of individuals concerned and the likely consequences;
 - 5.3.7.3. describe the measures taken or proposed to be taken to address the issue; and
 - 5.3.7.4. provide contact detail for the Customer to obtain more information on the issue;
 - 5.3.8. Supplier shall, at the choice of the Customer, delete or return all personal data to the Customer when the provision of the Services has been concluded, except where Supplier is required to retain any such personal data under any separate legal obligation;
 - 5.3.9. Supplier shall make available to the Customer such information as the Customer may reasonably request in relation to demonstrating compliance with Data Protection Legislation, and shall participate in audits and inspections where reasonably requested by the Customer in relation to the demonstration of such compliance;

- 5.3.10. Supplier is entitled to transfer any personal data outside the European Economic Area (EEA) without any further consent of the Customer being obtained subject to appropriate safeguards being in place and on condition that any such transfer will be in accordance with Data Protection Legislation;
- 5.3.11. the Customer shall ensure that the Customer is entitled to transfer the relevant personal data to Supplier so that Supplier may lawfully use, process and transfer the Personal Data in accordance with the Agreement on the Customer's behalf; and
- 5.3.12. the Customer shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by Data Protection Legislation.
- 5.4. Supplier shall be entitled, on a perpetual and irrevocable basis, to create anonymised data from the Customer Data for the purposes of research, analysis and developing and improving its services, and the exploitation of such anonymised data, and shall own all right, title and interest in such anonymised data.

6. CUSTOMER OBLIGATIONS

- 6.1. The Customer shall provide Supplier with all necessary co-operation in relation to the Agreement and all necessary access to such information and equipment as may be required by Supplier in order to provide the Services.
- 6.2. The Customer shall submit all Customer Data in accordance with any prescribed form and/or minimum requirements set out by Supplier from time to time.
- 6.3. The Customer shall comply with all applicable laws and regulations with respect to its activities under the Agreement and shall carry out all other Customer responsibilities set out in the Agreement in a timely and efficient manner.
- 6.4. The Customer shall ensure that the Authorised Users use the Services in accordance with the terms of the Agreement and shall be responsible for any Authorised User's breach of the Agreement.
- 6.5. The Customer shall obtain and shall maintain all necessary licences, consents, and permissions necessary to enable it to receive the Services from Supplier.
- 6.6. The Customer shall ensure that its network and systems comply with any relevant specifications provided by Supplier from time to time and be solely responsible for procuring and maintaining its network and internet connections.

7. SUPPLIER OBLIGATIONS

- 7.1. Supplier will provide the Subscription Services substantially in accordance with the Documentation.
- 7.2. The undertaking at condition 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Subscription Services contrary to Supplier's instructions, or modification or alteration of the Subscription Services by any party other than Supplier or Supplier's authorised contractors or agents. If the Subscription Services do not conform to this undertaking, Supplier warrants that, at its expense, it will use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in condition 7.1.
- 7.3. Notwithstanding the terms of condition 7.1, Supplier:

- 7.3.1. does not warrant that the Customer's use of the Subscription Services will be uninterrupted or error-free; or that the Subscription Services, Documentation and/or the information obtained by the Customer or Authorised Users through the Services will meet the Customer's requirements; and
- 7.3.2. 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 the Customer acknowledges that the Subscription Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 7.4. This Agreement shall not prevent Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under the Agreement.
- 7.5. Supplier warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under the Agreement.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1. All intellectual property rights in the Services and Documentation are owned by or validly licensed to Supplier. The Services and Documentation are proprietary to Supplier (or the appropriate third party rights owner) and the Customer and Authorised Users acquire no rights in or to the Services and Documentation other than those expressly granted by the Agreement.
- 8.2. The Platform and Documentation provided in relation to the Services are provided solely in relation to the Customer's or Authorised Users' use of the Subscription Services in accordance with the Agreement and are not provided, or to be used, for any other purpose.
- 8.3. Customer grants to Supplier a non-exclusive, royalty free licence during the term of this Agreement to use its name and any agreed logo and branding on its website and in its marketing materials for the purposes only of advertising the relationship between Supplier and the Customer as provided under this Agreement.

9. PAYMENT

- 9.1. The Customer shall pay the Fees to Supplier in accordance with this condition 9 and the Sign-Up Page.
- 9.2. The Customer shall provide to Supplier valid, up-to-date and complete credit card or direct debit details acceptable to Supplier and/or any other relevant valid, up-to-date and complete contact and billing details.
- 9.3. If the Customer provides its credit card details or bank direct debit details to Supplier, the Customer hereby authorises Supplier to bill such credit card or bank account on or after the Effective Date for any Subscription Fees payable. Where no credit card or debit card details are provided Supplier shall invoice the Customer and the Customer shall pay each invoice within 30 days after the date of such invoice.
- 9.4. Where Consultancy Fees are payable, the fee shall be calculated on an hourly basis, or on such alternative basis as agreed between the parties in writing, and invoiced monthly for services provided during that month, or as otherwise agreed between the parties

- 9.5 If Supplier has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of Supplier:
- 9.5.1. Supplier may, without liability to the Customer or Authorised User, disable the Customer's or Authorised Users' passwords, accounts and access (where applicable) to all or part of the Services and Supplier shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
- 9.5.2. interest shall accrue on such due amounts at an annual rate equal to 4% over the then current base lending rate of the Bank of England at the date the relevant invoice was issued, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 9.6. All amounts and fees stated or referred to in the Agreement shall be payable in the currency set out in the Documentation, are non-cancellable and non-refundable, and are exclusive of value added tax, which shall be added to Supplier's invoice(s) at the appropriate rate.

10. **CONFIDENTIALITY**

- 10.1. Both during and for two years after the termination of the Agreement, each party ("Receiving Party") shall keep in strict confidence any information that is proprietary or confidential and is either clearly labelled as such or which ought reasonably to be treated as confidential, including the existence and terms of the Agreement, all technical or commercial know-how, trade secrets, business information (including information relating to customers, clients, suppliers, plans, intentions, market opportunities, operations, products, processes and designs), technology, software, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party ("Disclosing Party"), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain ("Confidential Information").
- 10.2. The Receiving Party shall restrict disclosure of such Confidential Information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Agreement, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This condition "Confidentiality" shall survive termination of the Agreement.
- 10.3. This condition 10 shall not apply to the disclosure of Confidential Information which:
- 10.3.1. is now in, or hereafter comes into, the public domain otherwise than as a result of a breach of this condition 10;
- 10.3.2. was obtained or acquired in circumstances under which the receiving party was not bound by any form of confidentiality obligation; and
- 10.3.3. is required by law or regulation to be disclosed to any person who is end by law or regulation to receive the same (after consultation, if practicable, with the Disclosing Party to limit disclosure to such end person to the extent necessary).
- 10.4. Notwithstanding the terms of condition 10.1 and 10.2 above, Supplier shall be entitled to reference the Customer as being a customer of Supplier in relation to its marketing activities.

11. INDEMNITY

- 11.1. The Customer shall defend, indemnify and hold harmless Supplier against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's or Authorised Users' use of the Services or Documentation contrary to the Agreement, provided that:
- 11.1.1. the Customer is given prompt notice of any such claim;
 - 11.1.2. Supplier provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
 - 11.1.3. the Customer is given sole authority to defend or settle the claim.

12. LIMITATION OF LIABILITY

- 12.1. This condition 12 sets out the entire financial liability of Supplier (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to the Customer or Authorised User in respect of:
- 12.1.1. any breach of the Agreement however arising;
 - 12.1.2. any use made by the Customer or Authorised Users of the Services; and
 - 12.1.3. any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Agreement.
- 12.2. Except as expressly and specifically provided in the Agreement:
- 12.2.1. the Customer assumes sole responsibility for its use of the Services and acknowledges that use of the Services does not guarantee the Customer any improvement in its business efficiencies or other particular outcome;
 - 12.2.2. Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Supplier by the Customer or Authorised Users in connection with the Services or any actions taken by Supplier at the Customer's or Authorised Users' direction;
 - 12.2.3. all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Agreement; and
 - 12.2.4. the Services and Documentation are provided to the Customer and Authorised Users on an "as is" basis.
- 12.3. Nothing in these Terms and Conditions seeks to exclude Supplier's liability for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation. Supplier excludes all other liability to the extent permitted at law.
- 12.4. Subject to condition 12.3, in no event shall Supplier be liable for any loss of business, loss of profit, loss or corruption of data or for any indirect or consequential loss and Supplier's total aggregate liability arising under the Agreement or otherwise relating to the Services (other than any loss directly caused by Supplier's breach of condition 5) shall be limited to the total Fees paid during the 12 month period preceding the date on which the claim arose.
- 12.5. The parties acknowledge and agree that any dates quoted for delivery of the Services are approximate only, and that the time of delivery is not of the essence. Supplier shall not be liable for any delay in delivery of the Services that is caused by an event, circumstance or cause outside the control of Supplier or the Customer's failure to provide Supplier with adequate instructions.

12.6. The Customer shall have adequate insurance in place in relation to its potential liabilities in relation to the Agreement and shall promptly provide evidence of such when requested to do so by Supplier.

13. TERM AND TERMINATION

13.1. The Agreement shall commence on the Effective Date and unless terminated earlier in accordance with Condition 13.2 or 13.3, shall continue until either party gives 30 days' notice in writing to the other party.

13.2. Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate the Agreement without liability to the other if:

13.2.1. the other party commits a material breach of any of the terms of the Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or

13.2.2. the other party is insolvent within the meaning of section 123 of the Insolvency Act 1986; or

13.2.3. the other party ceases, or threatens to cease, to trade.

13.3. On termination of the Agreement for any reason:

13.3.1. all rights to use the Services granted under the Agreement shall immediately terminate;

13.3.2. each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;

13.3.3. the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced;

13.3.4. The Customer shall have 30 days from giving notice under condition 13.1 and 13.3 to retrieve Customer Data from the Platform, after which time it shall be deleted by Supplier.

14. GENERAL

14.1. The Agreement does not confer any rights on any person or party (other than the parties to the Agreement and, where applicable, their successors and permitted assigns).

14.2. If Supplier choose to waive any particular right it has under the Agreement on any particular occasion, this does not prevent it from exercising that right on another occasion.

14.3. If any part of the Agreement is held by a court of law (or similar forum) to be invalid or unenforceable, this shall not affect the validity or enforceability of the rest of the Agreement.

14.4. Supplier shall have no liability to the Customer under the Agreement if it is prevented from or delayed in performing its obligations under the Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control.

14.5. The Customer is not entitled to transfer or assign its rights and obligations under the Agreement to anyone else without Supplier's prior written permission.

14.6. Nothing in the Agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and

neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

- 14.7. All notices required or permitted under the Agreement will be in writing and given by email to the addresses set out in the Sign Up Page or such other email address as parties may intimate from time to time. Any such notice shall be deemed to have been duly received when confirmation of completion of its transmission has been recorded by the sender's email system.
- 14.8. The Agreement, including the Sign Up Page referencing these Terms and Conditions, constitutes the complete and exclusive understanding and agreement between Customer and Supplier regarding its subject matter and supersedes all prior or other agreements or understandings, written or oral, relating to its subject matter (including any proposal Supplier may have issued to the Customer). Each party acknowledges that, in entering into the Agreement it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a party to the Agreement or not) other than as expressly set out in the Agreement.

15. **LAW AND JURISDICTION**

- 15.1. This Agreement shall be governed by the laws of England and Wales. If either party requires to raise court proceedings in relation to any such dispute then the English courts shall have exclusive jurisdiction under the Agreement in relation to those proceedings.

SCHEDULE

Part A

Data Protection

Categories of Data: Personal data

Types of Data: Contact details, training records