

Cyber Management Alliance

Training & Consultancy Terms & Conditions

This Agreement applies to the provision of training and consultancy services by **Cyber Management Alliance Ltd** whose registered office is at 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ United Kingdom (registered in England and Wales under number 09547814).

This Agreement is made on the date set out below the signature on behalf of the Client below ("**Effective Date**") subject to the terms and conditions below and the details listed in the Order Form.

OPERATIVE CLAUSES:

Definitions and interpretation

In this Agreement, unless the context otherwise requires, the following words shall have the following meanings:

"Delegate" means the person, firm or corporate body together with any subsidiary or associated Company as defined by the Companies Act 2006 to whom the Applicant is introduced;

"Company" means Cyber Management Alliance Ltd,

"Agreement" means this service level agreement

"Confidential Information" means the Documentation and any other information which is designated either in writing or orally as "confidential", is disclosed in circumstances which are confidential or is by its nature confidential (including (without limitation) the Delegate's business processes, systems and procedures) and which is obtained under or in connection with this Agreement;

"Data Protection Legislation" means all applicable privacy and data protection laws including the General Data Protection Regulation ((EU) 2016/679) ("GDPR") and any applicable national implementing laws, regulations and secondary legislation in England and Wales relating to the processing of personal data and the privacy of electronic communications, as amended, replaced or updated from time to time, including the Privacy and Electronic Communications Directive (2002/58/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426);

"Delegate Materials" means design specifications, images, drawings, photographs, samples, and information provided by the Delegate to the Company on whatever media and in whatever form;

"Documentation" means any instruction or training manuals, and other information associated with the Software training which may be provided by Cyber Management Alliance Ltd to the Company.

"Intellectual Property Rights" means patents, inventions, trade marks, trade secrets, service marks, logos, get-up, business names, trade names, internet domain names, rights in designs, copyright (including rights in computer software) and moral rights, database rights, semi-conductor topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered (including rights in the nature of unfair competition rights and rights to sue for passing off) and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world and "Intellectual Property" shall be construed accordingly;

"Services" means training and/or consultancy services.

"Working Day" means a day (other than a Saturday or a Sunday or public holiday on which banks are open for the conduct of routine banking business in the City of London).

"Public Training Course" and open training course whereby delegates register as individuals to attend a course provided at a location selected by Cyber Management Alliance Ltd. Not an internal training course which would take place on delegate's premises.

1 Confidentiality

1.1 No Confidential Information disclosed by one party ("**Disclosing Party**") to the other party ("**Recipient Party**") under this Agreement may be disclosed by the Recipient Party to any person except:

- (a) employees, agents or subcontractors of the Recipient Party requiring the Confidential Information for the purposes of this Agreement;
- (b) with the prior written consent of the Disclosing Party which consent may be given or withheld in its absolute discretion;
- (c) if the Recipient Party is required to do so by law; or
- (d) if the Recipient Party is required to do so in connection with legal proceedings relating to this Agreement.

1.2 No Confidential Information of the Disclosing Party may be used by the Recipient Party for any purpose other than the performance of the Recipient Party's obligations or the exercise of the Recipient Party's rights under this Agreement.

1.3 Any party disclosing information under clause 1.1 or 1.2 must use all reasonable endeavours to ensure that persons receiving Confidential Information from it do not disclose the information except in the circumstances permitted in clause 1.1 (a)

1.4 The Recipient Party must return to the Disclosing Party all documents or other materials containing or referring to the Confidential Information which are in its possession, power or control or in the possession, power or control of persons who have received Confidential Information from it under clause 1.1(a) or 1.1(b) if requested to do so by the Disclosing Party.

1.5 The provisions of this clause will survive the expiry or earlier termination of this agreement (for whatever reason).

2 Intellectual Property Rights

2.1 The delegate acknowledges that all intellectual property rights in the Training Materials and the Documentation anywhere in the world belong to Cyber Management Alliance Ltd, that rights in the Documentation are licensed (not sold) to the delegate, and that the delegate has no rights in, or to, the Training Materials or the Documentation other than the right to use them in accordance with the terms of this agreement.

2.2 All Intellectual Property Rights in and to:

- (a) any Delegate Materials as at the date of this Agreement;
- (b) any Intellectual Property created pursuant to or otherwise in connection with this Agreement shall vest and remain vested in the Delegate.

2.3 The Company shall indemnify the Delegate against all Losses suffered or incurred by the Delegate arising from a claim that the normal operation, possession or receipt of the Services or the Documentation within the terms of this Agreement infringes the Intellectual Property Rights anywhere in the world of any third party (an "**Intellectual Property Infringement**") provided that

- (i) the Company is given prompt and complete control of such claim;
- (ii) the Delegate does not materially prejudice the Company's defence of such claim,
- (iii) the Delegate gives the Company reasonable assistance (at the Company's expense) with such claim and (iv) the claim does not arise as a result of any breach of the Delegate's obligations under this Agreement.

- 2.4 Upon any Intellectual Property Infringement, the Company may at its own expense and option either
- (i) procure the right for the Delegate to continue using the Service;
 - (ii) modify them so that they become non-infringing; and/or
 - (iii) replace them with suitable and comparable non-infringing substitutes that are acceptable to the Delegate.

3 Limitation of Liability

3.1 Nothing in this Agreement excludes or restricts the liability of either party to the other for any personal injury or death resulting from the negligent act of one party, its employees, agents or subcontractors or the liability for any fraudulent misrepresentation by a party.

3.2 The exclusions and limitations of liability set out in this clause 3 shall not apply to the indemnity set out in clause 2.3.

3.3 The Company shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the delegate arising from or in any way connected with the Company. For the avoidance of doubt, the Company does not limit or exclude liability for death or personal injury arising from its own negligence.

3.4 Subject to the provisions of clause 2.1, the liability of Cyber Management Alliance Ltd to the Company for direct damage to the physical property of the Delegate resulting from the negligence of Cyber Management Alliance Ltd, its employees, agents or subcontractors shall be limited for any one incident or series of incidents to the sum of £1,000.

3.5 Subject to the provisions of clause 2.1, in no circumstances shall either party be liable to the other whether in contract, tort, negligence, breach of statutory duty or otherwise in respect of loss of profits, revenue, goodwill, business opportunity, corruption or loss of or cost of restoration of data or for use of any results obtained by use of the training methods or any other indirect, consequential, financial or economic loss or damage costs or expenses whatsoever or howsoever arising out of or in connection with this agreement or the provision of the support services.

3.6 Cyber Management Alliance Ltd does not accept responsibility for anyone acting as a result of information or views expressed on its training courses including course material. Opinions expressed are those of individual trainers and not necessarily those of Cyber Management Alliance Ltd.

4 General

4.1 The failure or delay of a party to exercise or enforce any right under this Agreement shall not operate as a waiver of that right or preclude the exercise or enforcement of it at any time or times thereafter.

4.2 No variation of this Agreement shall be valid unless it is in writing and signed by an authorised representative of each of the parties.

4.3 Neither party shall be entitled to assign and subcontract this Agreement or any of its rights or obligations hereunder in whole or in part at any time without the other party's consent.

4.4 If any provision of this Agreement shall be held to be unlawful, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be severed from this Agreement and rendered ineffective as far as possible without modifying or affecting the legality, validity or enforceability of the remaining provisions of this Agreement which will remain in full force and effect.

4.5 Any notice to be given under this Agreement shall be in writing and shall be delivered by hand or sent by first class post to the address of the party as set out in this Agreement (or such other address or email address as may have been notified by that party). Any such notice or other document shall be deemed to have been served: if delivered by hand - at the time of delivery; if sent by post - upon the expiration of 48 hours after posting.

4.6 Prices and specifications of Training and Services are correct at the time of publication on our website or other relevant literature but are subject to change without notice.

4.7 VAT at the UK rate (currently 20%) is chargeable on all fees for courses held in the UK, regardless of the country of residence of the course participant. Where courses are held in other EU countries, VAT will be charged as required by the country concerned.

4.8 This Agreement shall be governed by and construed in accordance with English law and each party hereby irrevocably submits to the non exclusive jurisdiction of the English Courts.

4.9 The Company that it will be a data controller in common with the Delegate of any personal data belonging to employees of the Delegate collected under or in association with this Agreement by the Company and that it is

solely responsible for ensuring that such personal data are processed by it in accordance with Data Protection Legislation and/or any other applicable laws from the date that it is received from the Company or otherwise collected.

5 Delegate's obligations

5.1 The Delegate undertakes to provide Cyber Management Alliance Ltd promptly with any information which Cyber Management Alliance Ltd may reasonably require from time to time to enable Cyber Management Alliance Ltd to comply with its obligations under this Agreement. This will include Names and Email addresses of all the attendees for each course.

5.2 The Delegate shall:

(a) accept that it is their responsibility that the course booked is suitable for the requirements and abilities of the delegates attending.

(b) Registrants on qualification courses should note that successful completion of such courses requires participants to sit and successfully pass the examination.

(c) In-House training course programs can produce significant savings where a client has a number of participants wishing to attend public training courses Fees for these courses will be provided on request. There is a maximum delegate requirement to 20 delegates or a minimum charge equivalent to having 5 delegates. The training venue, audio and visual Equipment and all meals and refreshments during the course, are the delegate's Responsibility.

Travel and accommodation for the trainer(s) and the cost of transport by courier of equipment and materials to and from the venue are chargeable to the delegate.

6 Duration and termination

6.1 This Agreement commences on the Effective Date and continues through unless terminated under clause 5.2 or 5.3.

6.2 This Agreement may be terminated:

(a) Under the Consumer Contracts (Information, Cancellation and Additional Charges Regulations 2013 the participant has a right to cancel this contract by written notice to Cyber Management Alliance Ltd within 48 hours of transferring the funds. .

(b) by Cyber Management Alliance Ltd by giving at least 20 days' prior written notice to the delegate

(c) The delegate may transfer their registration for one course to another course up to 30 Working Days after to the original booking date and no later than 14 days prior to the course start date.

Once a delegate has transferred no refunds can be made for the cancellation of either course. Only one transfer by any delegate may be made. Participant substitutions can be accepted, without additional charge.

(d) If you cancel a Public Training Course: - all cancellations must be made no later than 48 hours after the transfer of funds and must be at least 30 days before the start of relevant Public Training Course. We will only accept cancellations that are made in writing. If a delegate fails to attend a Training Course, or a cancellation is sought within the 30 Working Days prior to the start of such course

6.3 Unless written cancellation is received at least 30 Working Days before the date of a course, the fees including VAT are payable in full and non-refundable.