



## Online Education and Training Terms and Conditions

1. Please read these Terms and Conditions carefully. All contracts that the Provider may enter into from time to time for the provision of the educational and training services of the Provider shall be governed by these Terms and Conditions, and the Provider will ask for the express agreement of the Client to these Terms and Conditions before providing any such services to the Client.
2. In these Terms and Conditions, words and phrases with special meanings are indicated by initial capital letters. Details of those words and phrases are set out in Section 21 of the main body of these Terms and Conditions.

### 1. Order process

1. The advertising of the Services on the website of the Provider and through any Third Party Services constitutes an "invitation to treat" rather than a contractual offer.
2. No contract for the supply of the Services will come into force between the Provider and the Client unless and until the procedure set out in this Section 1 has been completed (the date of such completion being the "Effective Date").
3. To enter into a contract of for the supply of the Services, the following steps must be taken: the Client submits a request for the Services, and - by paying for the Service - confirms access to and agreement with the Terms and Conditions.
4. The Client will have the opportunity to identify and correct input errors prior to ordering by responding to the confirmation email within 48 hours of receipt of that message, with a message identifying any errors and providing correct information .

### 2. Term

1. The Contract shall come into force upon the Effective Date.



2. The Contract shall continue in force until the end of the period in respect of which Charges have been paid by the Client to the Provider, subject to termination in accordance with Section 16 or any other provision of these Terms and Conditions.
3. Unless the parties expressly agree otherwise in writing, each Order Form shall create a distinct contract under these Terms and Conditions.

### **3. Services**

1. The Provider shall provide some or all of the following Services and materials to the Client in accordance with these Terms and Conditions:
  1. the Teaching Services;
  2. the Hosted Services; and
  3. the Downloads.
2. The Provider shall provide the Services in accordance with the standards of skill and care reasonably expected from a leading service provider in the Provider's industry.

### **4. Teaching Services**

1. The Provider shall provide the Teaching Services to the Client remotely and by means of one or more Third Party Services platforms.
2. The Provider shall provide the Teaching Services during Sessions commencing on the date(s) and at the time(s) either specified in the timetable set out in the Order Form or agreed from time to time between the parties in writing.
3. The Client acknowledges that the other commitments of the Provider may from time to time lead to the personnel of the Provider being late for a Session, and agrees that the Provider will not be in breach of the Contract by virtue of the personnel of the Provider being not more than 30 minutes late for a Session, providing that the lost Session time is made up by the Provider at a time agreed with the Client.
4. If a party wishes to reschedule a Session, then that party must give to the other party a written request for such rescheduling at least 24 hours before the Session is due to commence. In these circumstances, each party will use all reasonable endeavours to agree an alternative Session.
5. The Client may cancel a Session attendance by giving to the Provider at least 24 hours' written notice of cancellation. If the Client cancels a Session attendance in accordance with this Section 4.5, then the Client shall be released from any liability to pay Charges in respect of that Session, and shall be entitled to a refund of any Charges previously paid in respect of that Session.
6. If the Provider is unable to attend a Session by reason of personnel shortage or illness, then providing the Provider has used reasonable endeavours to engage alternative personnel and does not cancel more than 2 consecutive Sessions under this Section 4.6, the Provider may by written notice to the Client cancel the Session, in which case:
  1. the Provider shall not be in breach of these Terms and Conditions or otherwise liable to the Client in respect of that cancellation; and



2. the Client shall be released from any liability to pay Charges in respect of that Session, and shall be entitled to a refund of any Charges previously paid in respect of that Session.
7. The Provider shall ensure that all personnel involved in the provision of the Teaching Services:
  1. have been interviewed by the Provider;
  2. have supplied proof of identity and satisfactory references to the Provider;
  3. have been properly trained and are adequately experienced in the provision of the Teaching Services; and
  4. hold all necessary qualifications and certifications required for their work in relation to the Teaching Services.

#### **5. Hosted Services**

1. The Provider shall supply or make available to the Client those Hosted Services specified in the Order Form; and the Provider may supply or make available to the Client additional Hosted Services at any time in its sole discretion.
2. The Provider may supply or make available the Hosted Services by means of Third Party Services, or by such other means as the Provider may determine acting reasonably.
3. The Provider shall use reasonable endeavours to supply or make available the Hosted Services in accordance with any timetable set out in the Order Form; to the extent that there is no such timetable, the Hosted Services may be supplied or made available at any time during the Term.
4. The Provider hereby grants to the Client a worldwide, non-exclusive licence to use the Hosted Services in accordance with any applicable Third Party Services terms and conditions during the Term only.
5. The licence granted by the Provider to the Client under Section 5.4 is subject to the following limitations:
  1. the Hosted Services may only be used by the Client and the officers, employees, agents and subcontractors of the Client;
  2. the Hosted Services may only be used by the named users identified in the Order Form, providing that the Client may change, add or remove a designated named user by agreement with the Provider; and
  3. the Hosted Services must not be used at any point in time by more than the number of concurrent users specified in the Order Form, providing that the Client may add or remove concurrent user licences by agreement with the Provider.
6. The Client shall use reasonable endeavours to ensure that no unauthorised person may gain access to the Hosted Services using any access credentials of the Client.
7. The Client acknowledges that the availability of the Hosted Services is dependent upon Third Party Services, and that the Provider has no direct control over the



availability of the Hosted Services; accordingly, the Provider does not guarantee 100% availability.

## **6. Downloads**

1. The Provider shall supply or make available to the Client those Downloads specified in the Order Form; and the Provider may supply or make available to the Client additional Downloads at any time in its sole discretion.
2. The Provider may supply or make available the Downloads by means of Third Party Services, or by such other means as the Provider may determine acting reasonably.
3. The Provider shall use reasonable endeavours to supply or make available the Downloads in accordance with any timetable set out in the Order Form; to the extent that there is no such timetable, the Downloads may be supplied or made available at any time during the Term.
4. Subject to the payment of the applicable Charges by the Client and the compliance of the Client with the other provisions of these Terms and Conditions, the Provider grants to the Client a worldwide, non-exclusive and non-transferable licence from the date of supply or making available of Downloads to:
  1. download a copy of each of the Downloads;
  2. store and view a copy of each of the Downloads on a desktop computer, notebook computer or smartphone; and
  3. print a copy of each of the Downloads solely for personal use.
5. The Client must not:
  1. publish, republish, sell, license, sub-license, rent, transfer, broadcast, distribute or redistribute the Downloads or any part of the Downloads;
  2. edit, modify, adapt or alter the Downloads or any part of the Downloads;
  3. use the Downloads or any part of the Downloads in any way that is unlawful or in breach of any person's legal rights under any applicable law, or in any way that is offensive, indecent, discriminatory or otherwise objectionable;
  4. use the Downloads or any part of the Downloads to compete with the Provider, whether directly or indirectly; or
  5. use the Downloads or any part of the Downloads for a commercial purpose.
6. The Client must retain, and must not delete, obscure or remove, any and all copyright notices and other proprietary notices in the Downloads.
7. The Client acknowledges that the Downloads may be protected by digital rights management technology and that the Provider may use that technology to enforce the provisions of these Terms and Conditions.
8. The Provider warrants to the Client that the Downloads, when used by the Client in accordance with these Terms and Conditions, will not infringe the Intellectual Property Rights of any person in any jurisdiction and under any applicable law.
9. The licence set out in this Section 6 shall continue indefinitely; providing however that if the Client commits any breach of the licence terms set out in this Section 6,



the Provider may by written notice to the Client terminate the licence, with immediate effect, with respect to any or all of the Downloads.

10. Upon the termination of the licence under this Section 6, the Client must promptly:
  1. irreversibly delete any digital copies of the Downloads in its possession or control (along with any copies created from such copies); and
  2. permanently destroy any paper or other physical copies of the Downloads in its possession or control (along with any copies created from such copies).

## **7. Third Party Services**

1. The Client acknowledges that access to the Services may require the use of Third Party Services by the Client.
2. The supply of Third Party Services shall be under a separate contract or arrangement between the Client and the relevant third party. The Provider does not contract to supply the Third Party Services and is not a party to any contract for, or otherwise responsible in respect of, the provision of any Third Party Services. Fees may be payable by the Client to the relevant third party in respect of the use of Third Party Services.
3. The Client must comply with the applicable terms and conditions of each provider of Third Party Services.
4. The Client acknowledges and that the Provider has no control over, or responsibility for, any disclosure, modification, deletion or other use of data by any provider of Third Party Services.
5. Subject to Section 15.1:
  1. the Provider gives no guarantees, warranties or representations in respect of any Third Party Services; and
  2. the Provider shall not be liable to the Client in respect of any loss or damage that may be caused by Third Party Services or any provider of Third Party Services.
6. If the Client is unable to access any of the Services as a result of any unavailability or failure of any Third Party Services, then the Client shall have no right to the re-arrangement or re-performance of those Services; nor shall the Client have any right to a refund of the corresponding Charges or compensation of any kind - subject to Section 15.1.

## **8. Client obligations**

1. The Client warrants to the Provider that it meets the prerequisites (including prerequisites relating to qualifications, certifications and experience) specified in the Order Form.
2. The Client warrants to the Provider that all the information supplied by the Client to the Provider in relation to the Contract and the Services, is true, accurate, current, complete and non-misleading.
3. The Client must comply with Schedule 1 (Community Standards) when interacting with the Provider or any other person in relation to the Services (including



interactions by means of the Third Party Services); and the Client must ensure that all persons acting on behalf of the Client comply with Schedule 1 (Community Standards) when interacting with the Provider or any other person in relation to the Services (including interactions by means of the Third Party Services).

4. Save to the extent that the parties have agreed otherwise in writing, the Client must provide to the Provider, or procure for the Provider, such:
  1. co-operation, support and advice;
  2. information and documentation; and
  3. governmental, legal and regulatory licences, consents and permits,

as are reasonably necessary to enable the Provider to perform its obligations under the Contract.

#### **9. Client Materials**

1. The Client must submit to the Provider those Client Materials specified in the Order Form or requested by the Client, in accordance with any timetable agreed in writing between the Provider and the Client from time to time.
2. The Client hereby grants to the Provider a non-exclusive licence to copy, reproduce, store, distribute, publish, export, adapt, edit and translate the Client Materials to the extent reasonably required for the performance of the obligations of the Provider and the exercise of the rights of the Provider under these Terms and Conditions, together with the right to sub-license these rights.
3. The Client warrants to the Provider that the Client Materials when used by the Provider in accordance with these Terms and Conditions will not infringe the Intellectual Property Rights or other legal rights of any person, and will not breach the provisions of any law, statute or regulation, in any jurisdiction and under any applicable law.

#### **10. Charges**

1. The Client shall pay the Charges to the Provider in accordance with these Terms and Conditions.
2. If the Charges are based in whole or part upon the time spent by the Provider performing the Services, the Provider must obtain the Client's written consent before performing Services that result in any estimate of time-based Charges given to the Client being exceeded or any budget for time-based Charges agreed by the parties being exceeded; and unless the Client agrees otherwise in writing, the Client shall not be liable to pay to the Provider any Charges in respect of Services performed in breach of this Section 10.2.
3. All amounts stated in or in relation to these Terms and Conditions are, unless the context requires otherwise, stated inclusive of any applicable value added taxes.
4. The Provider may elect to vary any element of the Charges by giving to the Client not less than 30 days' written notice of the variation expiring on any anniversary of the date of execution of the Contract, providing that no such variation shall constitute a percentage increase in the relevant element of the Charges that exceeds 2% over the percentage increase, since the date of the most recent variation of the relevant



element of the Charges under this Section 10.4 (or, if no such variation has occurred since the date of execution of the Contract), in the Retail Prices Index (all items) published by the UK Office for National Statistics.

## **11. Payments**

1. The Provider shall issue invoices for the Charges to the Client in advance of the period to which they relate.
2. The Client must pay the Charges to the Provider within the period of 30 days following the issue of an invoice in accordance with this Section 11, providing that the Charges must in all cases be paid before the commencement of the period to which they relate.
3. The Client must pay the Charges by debit card, credit card, direct debit, bank transfer or cheque (using such payment details as are notified by the Provider to the Client from time to time).
4. If the Client does not pay any amount properly due to the Provider under these Terms and Conditions, the Provider may:
  1. charge the Client interest on the overdue amount at the rate of 8% per annum above the Bank of England base rate from time to time (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month); or
  2. if the Client is not a consumer, claim interest and statutory compensation from the Client pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.
5. The Provider may suspend the provision of any or all of the Services if any amount due to be paid by the Client to the Provider under the Contract is overdue.

## **12. Distance contracts: cancellation right**

1. This Section 12 applies if and only if the Client enters into the Contract with the Provider as a consumer - that is, as an individual acting wholly or mainly outside the Client's trade, business, craft or profession - where the Contract is a distance contract within the meaning of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
2. The Client may withdraw an offer to enter into the Contract with the Provider at any time; and the Client may cancel the Contract entered into with the Provider at any time within the period:
  1. beginning when the Contract was entered into; and
  2. ending at the end of 14 days after the day on which the Contract was entered into, subject to Section 12.3. The Client does not have to give any reason for the withdrawal or cancellation.
3. The Client agrees that the Provider may begin the provision of services before the expiry of the period referred to in Section 12.2, and the Client acknowledges that, if the Provider does begin the provision of services before the end of that period, then:



1. if the services are fully performed, the Client will lose the right to cancel referred to in Section 12.2; and
  2. if the services are partially performed at the time of cancellation, the Client must pay to the Provider an amount proportional to the services supplied or the Provider may deduct such amount from any refund due to the Client in accordance with this Section 12.
4. In order to withdraw an offer to enter into the Contract or cancel the Contract on the basis described in this Section 12, the Client must inform the Provider of the Client's decision to withdraw or cancel (as the case may be). The Client may inform the Provider by means of any clear statement setting out the decision. In the case of cancellation, the Client may inform the Provider using the cancellation form that the Provider will make available to the Client. To meet the cancellation deadline, it is sufficient for the Client to send its communication concerning the exercise of the right to cancel before the cancellation period has expired.
  5. If the Client withdraws an offer to enter into the Contract, or cancels the Contract, on the basis described in this Section 12, the Client will receive a full refund of any amount the Client paid to the Provider in respect of the Contract, except as specified in this Section 12.
  6. The Provider will refund money using the same method used to make the payment, unless the Client has expressly agreed otherwise. In any case, the Client will not incur any fees as a result of the refund.
  7. The Provider will process the refund due to the Client as a result of a cancellation on the basis described in this Section 12 without undue delay and, in any case, within the period of 14 days after the day on which the Provider is informed of the cancellation.

### **13. No guarantee of exam success**

1. For the avoidance of doubt, the Provider does not guarantee that the receipt of the Services will lead to any particular certification or any particular grading or result in any course, examination or assignment.

### **14. Warranties**

1. The Client warrants to the Provider that it meets the prerequisites (including prerequisites relating to qualifications, certifications and experience) specified in the Order Form.
2. The Client warrants to the Provider that all the information supplied by the Client to the Provider in relation to the Contract and the Services, is true, accurate, current, complete and non-misleading.
3. The Provider warrants to the Client that:
  1. the Provider has the legal right and authority to enter into the Contract and to perform its obligations under these Terms and Conditions;
  2. the Provider will comply with all applicable legal and regulatory requirements applying to the exercise of the Provider's rights and the fulfilment of the Provider's obligations under these Terms and Conditions; and





3. the Provider has or has access to all necessary know-how, expertise and experience to perform its obligations under these Terms and Conditions.
4. The Client warrants to the Provider that it has the legal right and authority to enter into the Contract and to perform its obligations under these Terms and Conditions.
5. All of the parties' warranties and representations in respect of the subject matter of the Contract are expressly set out in these Terms and Conditions. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of the Contract will be implied into the Contract or any related contract.

#### **15. Limitations and exclusions of liability**

1. Nothing in these Terms and Conditions will:
  1. limit or exclude any liability for death or personal injury resulting from negligence;
  2. limit or exclude any liability for fraud or fraudulent misrepresentation;
  3. limit any liabilities in any way that is not permitted under applicable law; or
  4. exclude any liabilities that may not be excluded under applicable law, and, if a party is a consumer, that party's statutory rights will not be excluded or limited by these Terms and Conditions, except to the extent permitted by law.
2. The limitations and exclusions of liability set out in this Section 15 and elsewhere in these Terms and Conditions:
  1. are subject to Section 15.1; and
  2. govern all liabilities arising under these Terms and Conditions or relating to the subject matter of these Terms and Conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these Terms and Conditions.
3. The Provider will not be liable to the Client in respect of any losses arising out of a Force Majeure Event.
4. The Provider will not be liable to the Client in respect of any loss of profits or anticipated savings.
5. The Provider will not be liable to the Client in respect of any loss of revenue or income.
6. The Provider will not be liable to the Client in respect of any loss of business, contracts or opportunities.
7. The Provider will not be liable to the Client in respect of any loss or corruption of any data, database or software.
8. The Provider will not be liable to the Client in respect of any special, indirect or consequential loss or damage.



9. The liability of the Provider to the Client under the Contract in respect of any event or series of related events shall not exceed the greater of:
  1. *[amount]*; and
  2. the total amount paid and payable by the Client to the Provider under the Contract in the 12 month period preceding the commencement of the event or events.
10. The aggregate liability of the Provider to the Client under the Contract shall not exceed the greater of:
  1. *[amount]*; and
  2. the total amount paid and payable by the Client to the Provider under the Contract.

## 16. Termination

1. Either party may terminate the Contract by giving to the other party at least 30 days' written notice of termination.
2. Either party may terminate the Contract immediately by giving written notice of termination to the other party if the other party commits a material breach of these Terms and Conditions.
3. Either party may terminate the Contract immediately by giving written notice of termination to the other party if:
  1. the other party:
    1. is dissolved;
    2. ceases to conduct all (or substantially all) of its business;
    3. is or becomes unable to pay its debts as they fall due;
    4. is or becomes insolvent or is declared insolvent; or
    5. convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
  2. an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
  3. an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under the Contract); or
  4. if that other party is an individual:
    1. that other party dies;
    2. as a result of illness or incapacity, that other party becomes incapable of managing his or her own affairs; or
    3. that other party is the subject of a bankruptcy petition or order.



4. The Provider may terminate the Contract immediately by giving written notice to the Client if:
  1. any amount due to be paid by the Client to the Provider under the Contract is unpaid by the due date and remains unpaid upon the date that that written notice of termination is given; and
  2. the Provider has given to the Client at least 30 days' written notice, following the failure to pay, of its intention to terminate the Contract in accordance with this Section 16.4.

#### **17. Effects of termination**

1. Upon the termination of the Contract, all of the provisions of these Terms and Conditions shall cease to have effect, save that the following provisions of these Terms and Conditions shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Sections 6.4, 6.5, 6.6, 6.7, 6.9, 6.10, 7.5, 7.6, 9.2, 11.2, 11.4, 15, 17, 20, 21 and 22.
2. Except to the extent that these Terms and Conditions expressly provides otherwise, the termination of the Contract shall not affect the accrued rights of either party.

#### **18. Notices**

1. Any notice from one party to the other party under these Terms and Conditions must be given by one of the following methods:
  1. sent by email to the relevant email address specified on the Order Form (in the case of notices to the Client) or on the website of the Provider (in the case of notices to the Provider), in which case the notice shall be deemed to be received upon receipt of the email by the recipient's email server; or
  2. in the case of notices to the Provider, sent using the contractual notice mechanism incorporated into the website of the Provider, in which case the notice shall be deemed to be received upon dispatch,

providing that, if the stated time of deemed receipt is not within Business Hours, then the time of deemed receipt shall be when Business Hours next begin after the stated time.

#### **19. Subcontracting**

1. Subject to any express restrictions elsewhere in these Terms and Conditions, the Provider may subcontract any of its obligations under the Contract, providing that the Provider must give to the Client, promptly following the appointment of a subcontractor, a written notice specifying the subcontracted obligations and identifying the subcontractor in question.

#### **20. General**

1. No breach of any provision of the Contract shall be waived except with the express written consent of the party not in breach.
2. If any provision of the Contract is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of the Contract will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be



deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

3. The Contract may not be varied except by a written document signed by or on behalf of each of the parties.
4. The Client hereby agrees that the Provider may assign the Provider's contractual rights and obligations under the Contract to any successor to all or a substantial part of the business of the Provider from time to time, providing that, if the Client is a consumer, such action does not serve to reduce the guarantees benefiting the Client under the Contract. Save to the extent expressly permitted by applicable law, the Client must not without the prior written consent of the Provider assign, transfer or otherwise deal with any of the Client's contractual rights or obligations under the Contract.
5. The Contract is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to the Contract are not subject to the consent of any third party.
6. The main body of these Terms and Conditions, Schedule 1 (Community Standards) and the Order Form shall constitute the entire agreement between the parties in relation to the subject matter of the Contract, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.
7. The Contract shall be governed by and construed in accordance with English law.
8. The courts of England shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with the Contract.

## 21. Definitions

1. In these Terms and Conditions, except to the extent expressly provided otherwise:
  1. "**Business Day**" means any weekday other than a bank or public holiday in England;
  2. "**Business Hours**" means the hours of 09:00 to 17:00 GMT/BST on a Business Day;
  3. "**Charges**" means:
    1. the amounts specified in REFERENCE TARGET REMOVED and elsewhere in these Terms and Conditions;
    2. such other amounts as may be agreed in writing by the parties from time to time; and
    3. amounts calculated by multiplying the standard time-based charging rates of the Provider (as notified by the Provider to the Client before the date of the Contract) by the time spent by the personnel of the Provider performing the Services (rounded down by the Provider to the nearest quarter hour);



4. "**Client**" means the person or entity identified as such in the Order Form;
5. "**Client Materials**" means all coursework, test answer sheets, examination answer sheets and other works and materials submitted by or on behalf of the Client to the Provider in connection with the Services;
6. "**Contract**" means a particular contract made under these Terms and Conditions between the Provider and the Client;
7. "**Downloads**" means those textual, graphical, audio and audio-visual works and materials that the Provider supplies or makes available to the Client for download as part of the Services;
8. "**Effective Date**" means has the meaning given to it in Section 1.2;
9. "**Force Majeure Event**" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, epidemics, pandemics, explosions, fires, floods, riots, terrorist attacks and wars);
10. "**Hosted Services**" means those on-demand hosted services that the Provider supplies or makes available to the Client as part of the Services;
11. "**Order Form**" means a written order form agreed by or on behalf of each of the parties;
12. "**Provider**" means OWLS Global, a company incorporated in Hong Kong (registration number 54556827-000-01-20-1) having its registered office at Unit M105, 3 Floor, Dah Sing Life Building, 99-105 Des Voeux Road Central Central, Hong Kong;
13. "**Services**" means any services that the Provider provides to the Client, or has an obligation to provide to the Client, under these Terms and Conditions;
14. "**Session**" means a particular appointment, occasion or session at which Teaching Services are or are to be provided by the Provider to the Client;
15. "**Teaching Services**" means online teaching, including teaching provided on a one-to-one and on a one-to-many basis, as more particularly specified in the Order Form or as agreed by the parties in writing from time to time;
16. "**Term**" means the term of the Contract, commencing in accordance with Section 2.1 and ending in accordance with Section 2.2;
17. "**Terms and Conditions**" means these terms and conditions, including any amendments to these terms and conditions from time to time; and
18. "**Third Party Services**" means any software or services provided by any third party that are to be used by the Provider and the Client in the course of the provision and receipt of the Services, as identified in the Order Form or notified by the Provider (acting reasonably) to the Client from time to time.



## 22. Interpretation

1. In these Terms and Conditions, a reference to a statute or statutory provision includes a reference to:
  1. that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
  2. any subordinate legislation made under that statute or statutory provision.
2. The Section headings do not affect the interpretation of these Terms and Conditions.
3. References in these Terms and Conditions to "calendar months" are to the 12 named periods (January, February and so on) into which a year is divided.
4. In these Terms and Conditions, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

## Schedule 1 (Community Standards)

### 1. Introduction

1. This community standards policy (the "**Policy**") sets out the rules governing:
  1. the use of our services and any third party services used in connection with our services (the "**Services**"); and
  2. the communication, transmission, storage and processing of content by you, or by any person on your behalf, using the Services ("**Content**").
2. References in this Policy to "you" are to any customer for the Services and any individual user of the Services (and "your" should be construed accordingly); and references in this Policy to "us" are to OWLS Global (and "we" and "our" should be construed accordingly).
3. By using the Services, you agree to the rules set out in this Policy.
4. We will ask for your express agreement to the terms of this Policy before you upload or submit any Content or otherwise use the Services.

### 2. General usage rules

1. You must not use the Services in any way that causes, or may cause, damage to the Services or impairment of the availability or accessibility of the Services.
2. You must not use the Services:
  1. in any way that is unlawful, illegal, fraudulent, deceptive or harmful; or
  2. in connection with any unlawful, illegal, fraudulent, deceptive or harmful purpose or activity.
3. You must ensure that all Content complies with the provisions of this Policy.

**3. Academic offences**

1. You must not commit plagiarism; and Content that you submit to us as test answers, examination answers or coursework (whether assessed or not) must not be plagiarised. For these purposes, plagiarism means presenting or passing off the work or ideas of another as your own. Plagiarism may or may not constitute copyright infringement, may be committed with our without that other's consent, and may be intentional or unintentional. You can avoid plagiarism by properly acknowledging your sources.
2. You must not cheat or assist or enable any other person to cheat in relation to any test, examination or coursework made available through the Services. Cheating includes the contravention of any particular procedures or rules that we specify apply to the relevant test, examination or coursework.

**4. Unlawful Content**

1. Content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).
2. Content, and the use of Content by us in any manner licensed or otherwise authorised by you, must not:
  1. be libellous or maliciously false;
  2. be obscene or indecent;
  3. infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;
  4. infringe any right of confidence, right of privacy or right under data protection legislation;
  5. constitute negligent advice or contain any negligent statement;
  6. constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;
  7. be in contempt of any court, or in breach of any court order;
  8. constitute a breach of racial or religious hatred or discrimination legislation;
  9. be blasphemous;
  10. constitute a breach of official secrets legislation; or
  11. constitute a breach of any contractual obligation owed to any person.
3. You must ensure that Content is not and has never been the subject of any threatened or actual legal proceedings or other similar complaint.

**5. Graphic material**

1. Content must be appropriate for all persons who have access to or are likely to access the Content in question, and in particular for children over 12 years of age.
2. Content must not depict violence in an explicit, graphic or gratuitous manner.



3. Content must not be pornographic or sexually explicit.

## **6. Marketing and spam**

1. You must not without our written permission use the Services for any purpose relating to the marketing, advertising, promotion, sale or supply of any product, service or commercial offering.
2. Content must not constitute or contain spam, and you must not use the Services to store or transmit spam - which for these purposes shall include all unlawful marketing communications and unsolicited commercial communications.
3. You must not send any spam or other marketing communications to any person using any email address or other contact details made available through the Services or that you find using the Services.
4. You must not use the Services to promote, host or operate any chain letters, Ponzi schemes, pyramid schemes, matrix programs, multi-level marketing schemes, "get rich quick" schemes or similar letters, schemes or programs.
5. You must not use the Services in any way which is liable to result in the blacklisting of any of our IP addresses.

## **7. Monitoring**

1. You acknowledge that we may actively monitor the Content and the use of the Services.

## **8. Data mining**

1. You must not conduct any systematic or automated data scraping, data mining, data extraction or data harvesting, or other systematic or automated data collection activity, by means of or in relation to the Services.

## **9. Harmful software**

1. The Content must not contain or consist of, and you must not promote, distribute or execute by means of the Services, any viruses, worms, spyware, adware or other harmful or malicious software, programs, routines, applications or technologies.
2. The Content must not contain or consist of, and you must not promote, distribute or execute by means of the Services, any software, programs, routines, applications or technologies that will or may have a material negative effect upon the performance of a computer or introduce material security risks to a computer.

## **Order Form**

### **Client details**

The Client is any individual or company registered for Services - resident of any country.