

## Terms and Conditions for Online Training (the “Event”)

**1. Terms:** When accessing or viewing the Event or any part of the Event, each individual (each, a “Participant”) is subject to these Terms and Conditions (“Terms”), regardless of whether such Participant has registered in advance for viewing, using or accessing the Event in any way. The Participant acknowledges that they have read, understood, and agree to be bound by these Terms. If you do not agree to these Terms, do not access, participate in, or otherwise view the Event. These Terms apply to the exclusion of any other terms that the Participant may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

Any descriptive matter or advertising issued by us, and any descriptions or illustrations contained in our catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea or general information about the Event. Except as expressly stated in this contract, they shall not form part of these Terms or have any binding effect.

These Terms constitute the entire agreement between us and the Participant. The Participant acknowledges that he/she has not relied on any statement, promise, representation, assurance, or warranty made or given by us, or on our behalf, which is not set out in these Terms.

**2. Booking:** To become a Participant, you must register and book your place on the Event. We will confirm your booking via email within Two (2) working days (‘Booking Confirmation’). By booking your place on the Event set out in your Booking Confirmation, you are entering into a binding agreement. If you do not receive your Booking Confirmation within this time, please contact us at [events.registration@icis.com](mailto:events.registration@icis.com) to confirm your booking.

The Participant’s booking form constitutes an offer by the Participant to attend the Event in accordance with these Terms. By submitting the booking form, the Participant confirms he/she is at least 18 years old, if an individual. If a Participant is younger than 18, a parent or guardian must submit the booking form on the Participant’s behalf.

Receipt of a booking form does not bind us to accept a party as a Participant. Under these Terms, we reserve the right to refuse a booking. Participants will be contacted and advised of any rejection of their booking. In such an event, all payments made by a Participant will be refunded.

A booking form is only deemed accepted when we acknowledge receipt.

You must make payment in accordance with clause 3 below.

**3. Payment:** Payment for the Event (‘Fee’) must be received by credit/debit card at the time of booking. Failure to make payment will result in access not being granted for Participants to participate in, view or otherwise engage with the Event.

If you encounter any issues in making payment, please contact us at [events.registration@icis.com](mailto:events.registration@icis.com).

In all cases, the Fee for the Event must be received Five (5) working days prior to the Event date.

**4. Event Materials:** Participants will receive training materials, on the date of the Event and a Certificate on successful completion of all training modules. After receipt of cleared funds for the Fee, we will share joining instructions with a link for the Event. If you do not receive this link within Five (5) working days of the Event, please contact us at [events.registration@icis.com](mailto:events.registration@icis.com).

**5. Consumer rights:** If a Participant is a consumer, we acknowledge and will fully abide by your statutory rights as consumer. Your consumer rights will apply in addition to any rights which you have under these Terms. For the purposes of these Terms a “consumer” means an individual acting for purposes that are wholly or mainly outside that individual’s trade, business, craft or profession.

**6. Cancellation:** In addition to any rights you may have as consumer, at any time prior to the commencement of the Event, you may request cancellation by giving us notice in writing that you no longer wish to attend the Event.

If your cancellation request is more than Fourteen (14) days before the Event date, as set out in your Booking Confirmation, we will, at your option, accept a substitute Participant at no extra cost (please see further details below about substituting a Participant) or refund 75% of the applicable Participant Fee. If your cancellation request is less than Fourteen (14) days before the Event date a substitute Participant will be accepted but no refund will be given.

A Participant who does not attend the Event and has paid the Event Fee and/or a registration fee will be deemed a cancellation and the Participant will be emailed, post Event, a password to download the training materials. Such a Participant will not be refunded the Fee and/or the registration or any portion thereof for non-attendance.

We will not permit the transfer of Participant places from one Event to another in the case of non-attendance.

All cancellation requests must be made by email to: [events.registration@icis.com](mailto:events.registration@icis.com) (Registrations Dept, Telephone: +44 (0)20 8652 4520, +44 (0)20 8652 3154).

If a Participant is unable to attend the event we may accept a substitute Participant at no extra cost, provided (i) we are notified by email at [events.registration@icis.com](mailto:events.registration@icis.com) with the name, job title, email address and telephone number of both the registered and substitute Participant no later than 5 working days before the event (ii) such substituted Participant is not residing in a prohibited country or otherwise prohibited in accordance with any of the sanctioned regimes of the European Union, United Kingdom, United Nations or United States of America’s regulatory authorities or any other applicable local regional sanctions. We reserve the right to refuse entry to the substituted Participant if we are not notified in advance as per the provisions of these Terms.

We are not responsible for any cancellation or associated losses resulting from Acts of God, Acts or ordinances of Government or any action other circumstances beyond our reasonable control. If any such circumstances result in the cancellation of the Event, we shall use reasonable endeavours to give you notice of such cancellation. If we cancel an Event and no suitable alternative can be offered to you, we will refund any Fees paid in advance by you.

**7. Termination:** Without prejudice to any other rights or remedies which we may have, where you are a company, we may terminate this contract without liability to you on giving written notice: (i) for any reason upon not less than 30 days’ notice; or where you become (or, in our reasonable opinion, are at serious risk of becoming) insolvent or unable to pay your debts as they fall due.

Termination of these Terms, however it arises, shall not affect or prejudice the accrued rights of the parties as at termination. Any provision of this contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this contract shall remain in full force and effect.

**8. Participant’s Assumption of Risk:** Participant assumes all risks arising from or incidental to their participation in the Event, including all loss or damage to property in connection with the Event. Access to the Event may require access to the Internet and use

of the Participant's personal devices. The Participant acknowledges that he/she is solely responsible for obtaining their own devices, any Internet connection, mobile fees, or other incidentals or expenses to facilitate access to the Event.

Participants are solely responsible for their own use of any required Internet connection and/or personal devices and for ensuring that such Internet connection and/or personal devices are compatible with any requirements that we may (i) specify to Participants, (ii) make available on the Event website or (iii) generally share with Participants in relation to the Event. ICIS will not be responsible or liable for any costs associated with the Participant's access to the Event or for the Participant's inability to gain access to the Event, unrelated to any material functionality issues arising from ICIS' systems.

**9. Participant's Release and Authorization:** Participant (1) releases the providers of any distribution platforms or digital services used in connection with the Event, and each of their respective affiliates, employees, and agents from any and all liability for loss or damage to persons or property, infringement of any right, or any other claims or courses of action of any kind arising from or relating to the Participant's participation in the Event; (2) authorizes and permits ICIS, its sponsors, contractors, employees, agents and affiliates, the use of his/her name, voice, likeness and all reproductions thereof by any means and in all media now and hereafter known for any it's internal business purposes including but not limited to the marketing and publication of further events ; (3) agrees to comply with all rules and regulations of the Event and with all applicable laws, ordinances, codes, regulations, standards and judicial orders; (4) authorizes and permits ICIS to share Participant's personal information, including but not limited to contact information, with such affiliates, contractors, and third parties (i) with which Participant authorizes in connection with the Event, and/or (ii) which may participate in delivery of the Event to the Participant; and (5) acknowledges and agrees that ICIS are not responsible for Participant's personal property in any way.

**10. Disclaimer:** THE EVENT IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO ITS OPERATION, ITS COMPLETENESS, OR AS TO THE ACCURACY, OF THE INFORMATION, CONTENT OR MATERIALS INCLUDED. In no event will we be liable to any party for any direct, indirect, incidental, special, or consequential damages of any type whatsoever related to or arising from the material provided in the Event or any use of it, or of any resource linked to, referenced, or accessed through, or for the use or downloading of, or access to, any materials, information, products, software or services, including, without limitation, any loss of profits, business interruption, hardware damage, loss of savings or loss or alteration of programs or data. We do not warrant that (1) the contents will meet your requirements, (ii) access will be uninterrupted, timely, secure or error-free. Any material, information, products, software, programs or service downloaded or otherwise obtained as part of this Event is used by Participants at their own discretion and risk and each Participant will be solely responsible for any damage or loss that may result from use of the Event content or material. TO THE EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ALL DIRECT AND INDIRECT LIABILITY WHICH MAY RESULT FROM UNAUTHORIZED REPRODUCTION OR USE OF EVENT CONTENT OR MATERIAL. THE INFORMATION CONTAINED HERE IS SUBJECT TO CHANGE WITHOUT NOTICE.

**11. No Disruptive Behavior:** ICIS reserve the right to deny access, ban, or remove from the Event or any part of the Event any person who it determines, in its sole and absolute discretion, is behaving or threatening to behave in a manner it considers to be disruptive of the Event.

**12. No Resale or Sub-License Permitted:** If ICIS charges a fee to Participants for a license to participate in the Event or provides Participant with a unique code or identifier for use in connection with the Event (collectively, the "License"), the unauthorized resale or sub-licensing of such License, attempted resale or sub-license of such License, or unauthorized transfer of such License to a third-party are strictly prohibited and will constitute a forfeiture of such License without compensation. Each such License may only be used by the same Participant in the Event. The Event's operating hours, schedules, and speakers are subject to change or cancellation without notice. Each License is a revocable license to participate in the Event.

ICIS may reasonably change the time of an Event feature to account for (i) unexpected occurrences, (ii) other Event features being delayed, or (iii) an Event feature ending earlier or later than expected.

**13. Participant Content Release:** As part of the Event, Participants may have the ability to participate in activities where Participants create, transmit, share, post, or otherwise distribute (collectively, "Distribute" or "Distributing") materials provided by the Participant (the "Participant Content") which may include, but are not limited to messages, text, sound, images, videos, data or other materials originating from the Participant. Unless otherwise agreed to in writing between the Participant and ICIS, by distributing any Participant Content, each Participant hereby grants to ICIS, its sublicensees, employees, agents, and assignees, a fully paid-up, transferrable, sublicensable, irrevocable right and permission to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such Participant Content, as well as to photograph, film, reproduce, portray and/or otherwise use the name, voice, appearance, photograph, image, likeness, and/or other biographical information of such Participant in connection with the Event (collectively, "Likeness"), and to use the results and proceeds thereto, without limitation, in materials produced by ICIS in any and all media, in perpetuity. Should such Participant Content contain the name, voice, appearance, photograph, image, likeness, and/or other biographical information of any third parties, Participant represents and warrants that Participant has obtained the appropriate consents and/or licenses for Participant's use and that ICIS and its sub-licensees may use them to the extent indicated in these Terms.

Participant hereby waives any claim to compensation for use of such Participant Content, including the Likeness. Such Participant Content may be used by ICIS in any manner or media without notifying Participant, such as the Event website, publications, promotions, broadcasts, advertisements, and posters, for advertising or other related purposes. Participant waives any right to inspect or approve the finished materials or any printed or electronic matter that may be used with them.

Participant releases ICIS and its employees, agents, and assignees, including any firm authorized to publish and/or distribute a finished product containing material produced by ICIS, from any claims, causes of action, damages or liability which Participant may commence in connection with the use of or relating to the Participant Content (including, but not limited to, the Likeness). Participant hereby waives any moral rights or "droits moral" Participant may have in any materials produced by ICIS which contain any Participant Content. To the fullest extent permitted by applicable law, ICIS reserves the right to remove, screen or edit any Participant Content Distributed in connection with the Event at any time and without notice.

**14. Participant Content Distributed at Participant's own risk.** Participant is solely responsible for Distributing Participant Content and each Participant represents and warrants that: (1) Participant is the creator and owner of the Participant Content or otherwise has the property rights and authority to grant the rights granted herein; (2) the Participant Content does not and will not (a) infringe, violate, or misappropriate any third-party rights or proprietary rights or (b) defame any other person; and (3) the Participant Content does not contain any viruses, adware, spyware, worms, bombs, or other harmful or malicious code. ICIS reserves all rights and

remedies against any Participant who breach these representations and warranties. ICIS assumes no liability for any Participant Content or for any loss or damage resulting therefrom.

While ICIS uses reasonable security measures in connection with the Event, it does not guarantee the safety of any Participant Content. To the furthest extent permitted by applicable law, Participant hereby agrees that ICIS shall not be liable for any unauthorized copying, use or distribution of any Participant Content by third parties and Participant releases and forever waives any claims against ICIS for any such unauthorized copying or usage of the Participant Content. By use of a valid registration code, promotional code, discount code, coupon, or other code in connection with Participant's registration for the Event, Participant thereby authorizes and permits ICIS to share Participant's personal information, including but not limited to contact information, with such companies, organizations, and entities associated with such code.

**15. Policies and Procedures:** Participant is required to behave in accordance with the policies and procedures as set forth on the Event website and as may be updated from time to time as well in these Terms (including the Prohibited Activities described below), and/or any time limits, directions and/or prohibitions provided to Participant by ICIS staff and/or moderators (collectively, the "Event Policies"). ICIS reserves the right to deny entry/access, ban, or remove any Participant from the Event, or withhold any Materials from Participant who, in ICIS sole and absolute discretion, behaves or threatens to behave in a manner which is in violation of the Event Policies. The Event Policies apply to EVERYONE accessing the Event. Participant, attendees, speakers, guests, professionals, media, and staff are all subject to the Event Policies. By Participating in the Event, Participant acknowledges and agrees that Participant has read and agrees to the Event Policies.

**16. Prohibited Activities:** Each Participant agrees that they shall not violate any applicable law, contract, intellectual property rights or other third-party right, and each Participant is solely responsible for their own conduct while Participating in the Event or any part of the Event. Participant shall not participate in any activity, during the Event, which violates or threatens to violate any applicable anti-trust laws. Participant shall comply with ICIS' anti-trust policy available [here](#). Participant must not redistribute reproduce or create derivative works from Event content or training materials.

Further, each Participant agrees that they will comply with these Terms, the Event Policies, and will not:

- i. create, upload, transmit, distribute, or store any content which is inaccurate, unlawful, infringing, defamatory, obscene, obscene, invasive of privacy or publicity rights, harassing, threatening, abusive, inflammatory, or otherwise objectionable in ICIS' s sole discretion;
- ii. impersonate any other person or entity or perform any similar fraudulent activities;
- iii. make unsolicited offers, advertisements, proposals, or send junk mail other participants in the Event;
- iv. harvest or collect the email addresses or other contact information of other participants in the Event;
- v. defame, harass, abuse, threaten or defraud other participants in the Event, or collect, or attempt to collect, personal information about such participants without their consent;
- vi. remove, circumvent, disable, damage or otherwise interfere with the security of the Event;
- vii. interfere with or damage operation of the Event or any participant's access to the Event by any means;
- viii. access any part of the Event by means of any robot, spider, scraper, crawler or other automated means for any purpose;
- ix. violate any time limits provided by ICIS in connection with any part of the Event;
- x. interfere with or disrupt the Event or servers or networks connected to the Event, or disobey any requirements, procedures, policies or regulations connected to the Event, including, but not limited to, the directions and prohibitions explained to Participant by ICIS's staff and/or moderators; and
- xi. participate in the Event for any illegal purpose, or in violation of any applicable local or international law or regulation, including, without limitation, laws governing intellectual property and other proprietary rights, data protection and privacy and any anti-trust violations.

**17. Recording:** ICIS may make a recording of the Event, via video or otherwise, for its internal business purpose. Participant grants general consent to inclusion of his/her image and/or likeness in such recording.

**18. License to the Event:** The Event is owned and/or operated by ICIS. Unless otherwise indicated, any materials provided hereunder in connection with the Event (excluding any Participant Content, as defined herein), including, but not limited to, any images, logos, information, content, and other materials displayed or distributed in connection with the Event or any videos created by ICIS of the Event and distributed to Participant (collectively, the "Materials") are the property of ICIS or its affiliated companies or third-party licensors. Each Participant is granted a limited, non-sublicensable license (i.e. a personal and limited right) to access and use the Event and the Materials for Participant's personal use for the duration of the Event. ICIS may terminate this license at any time, without notice. Each Participant agrees that nothing herein shall be deemed a grant of any intellectual property rights or other rights to use the Materials for any products or processes for profit-making or commercial purposes.

ICIS reserves all rights not expressly granted in these Terms. Any use of the Event or the Materials except as specifically authorized in these Terms, without the prior written permission of ICIS is strictly prohibited.

**19. Limitation of Liability:** Nothing in these Terms exclude or limit either party's liability: (i) for death or personal injury caused by its (or its agent's or sub-contractor's) negligence; (ii) for fraud or fraudulent misrepresentation; and (iii) matters that cannot, as a matter of law, be limited or excluded.

Other than as set out above, in no event shall ICIS' aggregate liability together with all of its Affiliates arising out of or related to these Terms exceed the total amount paid by the Participant for the Event. The foregoing limitation will apply whether an action is in contract or tort and regardless of the theory of liability but will not limit Participants' ability to claim for losses not capable of exclusion by law.

Other than as set out above, in no event will either party have any liability arising out of or related to these Terms for any: (i) loss of profits, business or revenues; (ii) loss of anticipated savings; (iii) loss of goodwill; (iv) business interruption; (v) loss of data; or (vi) for any indirect, special, incidental, consequential, or exemplary damages. The foregoing limitation will apply whether an action is in contract or tort and regardless of the theory of liability, even if a party or its Affiliates have been advised of the possibility of such damages or if a party's or its Affiliates' remedy otherwise fails of its essential purpose.

Subject to the above, although ICIS shall attempt to ensure the integrity of the Event, ICIS reserves the right to modify, suspend, extend or terminate the Event or any part thereof if it determines, in its sole discretion, that the Event or any part thereof are delayed, disrupted, technically impaired, or corrupted by infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical problems, failures, malfunctions or other causes beyond ICIS' control which may have destroyed, corrupted or undermined the security, integrity or feasibility of the Event or any portion thereof as contemplated herein. In the event the Event is terminated for any reason beyond ICIS' control, ICIS shall not be liable to Participant in any way and ICIS shall have no further financial obligations to the Participant.

ICIS is not responsible for the actions of any other Event participants in connection with the Event, including any participant's attempt to circumvent or otherwise interfere with the security, integrity, or proper conduct of the Event. Participant's interactions with third parties, including other Event participants, in connection with the Event, are solely between the Participant and such third party. The Participant acknowledges and agrees that, save as outlined in these Terms, ICIS will not be liable for any damages, losses, costs, expenses, or liabilities incurred as the result of such interactions.

THE EVENT AND THE SECURITY MEASURES USED BY ICIS TO PROTECT THE EVENT ARE PROVIDED "AS-IS" AND WITH NO WARRANTIES, GUARANTEES, CONDITIONS, ASSURANCES OR OTHER TERMS THAT SUCH EVENT OR SECURITY MEASURES WILL BE FREE FROM DEFECTS; OPERATE OR BE FULFILLED WITHOUT ISSUE OR DELAYS; WITHSTAND ATTEMPTS TO EVADE SECURITY MECHANISMS; OR THAT THERE WILL BE NO CRACKS, DISABLEMENTS OR OTHER CIRCUMVENTION OF THE EVENT OR ITS SECURITY MEASURES.

**20. Data protection:** By submitting a booking form, Participant agree that we may share this information, including your contact details, with presenters, sub-contractors, and the designated speakers for the Event and that you may be contacted by them or us in connection with the Event. Your personal data will be dealt with in accordance with our Privacy Policy. By registering for this Event, the Participant agrees to ICIS' Privacy Policy which may be found at <https://risk.lexisnexis.com/group/privacy-policy>.

**21. Miscellaneous:** All Participants must read, understand, and agree to the Terms stated herein. Except as set out above, the Participant agrees that no person who is not a party to these Terms is to have the benefit of or be capable of enforcing these Terms as a result of the Contracts (Rights of Third Parties) Act 1999.

If any court or competent authority finds that any provision of these Terms or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Terms shall not be affected.

These Terms and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and the Participant irrevocably submits to the non-exclusive jurisdiction of the English courts. If the Participant is a consumer based outside of England, you may also bring legal proceedings in your local courts.

A reference to writing or written includes e-mail.

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