

EIVA eLearning - Terms & conditions

Unless otherwise specifically agreed in writing, the following Terms and Conditions apply to any one or more eLearning courses (hereinafter the "eLearning") offered by EIVA A/S, Niels Bohrs Vej 17, 8660 Skanderborg, Denmark (or its affiliates, hereinafter together referred to as "EIVA") to user of the eLearning courses (hereinafter referred to as the "Trainee").

These Terms and Conditions shall apply no matter by which means the Trainee has placed an order for the eLearning and shall supersede any conditions of purchase stipulated in the Trainee's order or otherwise, except if such conditions of purchase are specifically agreed in writing by EIVA. Any confirmed order, accepted offer or any other method of agreeing on the delivery of eLearning between EIVA and Trainee shall herein be referred to as the "Agreement".

No order shall be deemed accepted by EIVA until specifically stated in writing by EIVA or when the eLearning has been delivered by EIVA to the Trainee, whichever is earlier.

1 General

- 1.1 The Agreement covers all parts of the order and supersedes any prior agreement between the parties.
- 1.2 Any information given by EIVA in commercials, on EIVA's homepage or in other promotional material, shall only be deemed indicative unless expressly stated in the Agreement.
- 1.3 EIVA reserve the right to change the content of eLearning at any time.
- 1.4 Trainees who fail to complete the e-learning course in the time available will not be eligible for a refund.
- 1.5 All rights not expressly granted herein are reserved.
- 1.6 These Terms and Conditions shall be governed by and construed in accordance with the laws of Denmark.
- 1.7 If you do not agree with these Terms and Conditions you must cease the course immediately and notify EIVA of your intent not to continue
- 1.8 EIVA will not sell or distribute any personal data about the Trainee. The personal data we register about the Trainee is solely used to setup the subscription and issue an invoice. Trainees can log in to their eLearning profile and see/edit what information we have about them.

2 Financial

- 2.1 eLearning can be purchased as individual subscriptions or as company agreements purchasing on behalf of several individuals (Trainees).
 - 2.1.1 Company agreements are negotiated on a case-by-case basis and invoiced for payment via bank transfer.
 - 2.1.2 Individual agreements are purchased and paid by credit card / PayPal on the EIVA web site www.eiva.com, and access to the purchased eLearning courses are made available directly after successful payment to the email address provided by Trainee.

2.2 eLearning subscriptions can be renewed (typically annually) by purchasing of the annual renewal on the EIVA web site www.eiva.com.

2.3 Renewal of the subscription after the initial subscription period is optional,

2.3.1 In case of renewal, Trainee login and password details, past courses taken and progress courses being taken remains unchanged.

2.3.2 In case a subscription is not renewed, ie expires, the Trainee login and password will be removed within 30 days of expiry together with all history of courses taken, current course progress etc. A reminder to renew will be sent to the Trainee before the account is deleted.

3 eLearning Materials

3.1 The training material is property of EIVA.

3.2 This training material has been prepared, maintained, updated and distributed by EIVA.

3.3 The use of the training material used in eLearning is restricted to the individual (Trainee) who has been supplied with the log in details.

3.4 The Trainee shall not copy, share, modify, transmit, distribute, or in any way, exploit the copyrighted materials provided by EIVA other than for their own individual training. Use for any other purpose is expressly prohibited by law and any violators will be prosecuted.

3.5 The Trainee shall not permit anyone else to copy, use, modify, transmit, distribute, or in any way, exploit the copyrighted materials.

3.6 The materials made available by eLearning are provided "as-is" without warranties of any kind, either expressed, or implied, including, but not limited to, all implied warranties of merchantability, fitness for a particular purpose, title or non-infringement.

3.7 EIVA does not warrant that the materials will be error free including technical inaccuracies, nor free of viruses, or other harmful matter. The entire cost of any necessary service, repair, or correction, is the Trainee's responsibility.

4 Access to eLearning

4.1 EIVA strives to provide the course content to its Trainees on a continuous basis. To that end, EIVA will take all commercially reasonable efforts to provide uninterrupted access of the courses to its Trainees. However, from time to time, students may be unable to access the courses due to conditions beyond EIVA's control. Also, from time to time, Access may be unavailable due to software issues, server downtime, increased Internet traffic or downtime, programming errors, regular maintenance of the system, and other related reasons. In response to any unavailability of the courses to its Trainees, EIVA will take all commercially reasonable steps to ensure access is restored within a reasonable period of time. The term "commercially reasonable," as used in these Terms, shall mean reasonable efforts taken in good faith without an undue or burdensome use or expenditure of time, resources, personnel or money.

4.2 EIVA endeavors to provide the highest quality content to its Trainees. To that end, EIVA reserves the right, in its sole discretion, to change, modify, or discontinue any aspect or feature of eLearning in whole or in part, including, without limitation, the content, availability, access and/or the Terms and Conditions. Such changes, modifications, additions or deletions will be effective immediately upon notice thereof, which notice may be made by posting such changes on this Site.

4.3 Trainees are solely responsible for ensuring that they have sufficient and compatible hardware, software, telecommunications equipment and Internet service necessary for use of eLearning.

4.4 Trainees have the sole responsibility for backup of documentation of progress, courses passed etc.

5 Third Party Content; Hyperlinks

5.1 EIVA makes no warranty, either expressed or implied, of the accuracy, merchantability, fitness for a particular purpose, or non-infringement of the information provided by third parties. This includes, but is not limited to, any information found on a link located on this site that allows users to access information found on another site. Additionally, EIVA does not warrant the existence or functionality of any website which can be accessed through a link located on this site.

5.2 EIVA or its third party content providers shall retain all worldwide rights in the intellectual property in and on eLearning, including, but not limited to, trademarks, service marks, trade dress, inventions, ideas, trade secrets, the source code, the HTML code, the "look and feel" of the site, its color combinations, layout, and all other graphical elements, and the copyrights in and to its original content. You should assume that everything you read or see on eLearning is copyrighted, trademarked, or otherwise protected and owned or licensed by EIVA.

5.3 EIVAs helpdesk, support@eiva.com is available for technical support enquiries via email.

6 Liability

6.1 Any third party claims contending that EIVA's eLearning on a stand-alone basis infringe third parties' intellectual property rights, will be settled or defended by EIVA, and EIVA will pay defence costs, settlement amounts and court-awarded damages, on the condition that Trainee i) promptly provides written notice to EIVA, ii) cooperates with EIVA and follows the instructions given by EIVA in the defence or settlement of the claim, and iii) grants EIVA total and sole control of the defence and potential settlement of the claim.

6.2 Should a third party claim be raised or in case that EIVA finds such a claim likely to be raised, EIVA is entitled to at its own choice i) modify the EIVA branded eLearning, ii) replace the eLearning with an equivalent eLearning of a similar kind or iii) recall the eLearning. If EIVA decides to recall eLearning, EIVA shall, if the eLearning were delivered to the Trainee within the immediately preceding one-year period, refund the purchase price of the eLearning to the Trainee with reasonable deductions for the Trainees use of the Software.

7 Limitation of Liability

7.1 EIVA disclaims product liability to the widest extent possible under the applicable jurisdiction. The Trainee shall indemnify and hold EIVA harmless from any claims asserted against EIVA by any third party if the basis of such claim is the use and operation of the eLearning.

7.2 EIVA shall in no event be liable for loss of profit, loss of earnings, loss of savings, loss or corruption of data or other indirect or consequential losses (including environmental damage) due to delayed delivery or defective or malfunctioning eLearning, notwithstanding

whether or not EIVA has been informed of such potential losses.

7.3 EIVA's liability for any loss or damage attributable to eLearning delivered by EIVA - including EIVA's cost of repair and/or replacement - shall in any case be limited to the lower of 200% of the purchase price for the eLearning in question and DKK 1.0 million.

8 Force Majeure

8.1 If any of EIVA's duties in the Agreement is prevented by reason of any occurrence or contingency beyond EIVA's reasonable control, including, but not limited to war, riot, strikes, lock-outs or other serious labour disputes, public confiscation, currency restrictions, Government measures such as import or export prohibition, Act of God, failing energy supply, fire, flood, explosion or failure of suppliers due to their force majeure, EIVA is entitled to either cancel the Agreement in whole or in part or to postpone delivery time. EIVA shall have no liability in the event of such cancellation or postponement.

9 Warranty

9.1 The eLearning platform and the individual course modules are provided "as is" and is a standard product with the functions that appear from the documentation. EIVA has tested the solution but does not warrant that eLearning is complete and without defaults. Such defaults shall not constitute a material breach, unless the defaults permanently and irreparable reduces the quality and material functionality of the eLearning, and it does not entitle the Trainee to any remedies. EIVA seeks to remedy all defaults in the following versions of eLearning.

9.2 The contents of the eLearning courses are provided "as is" and EIVA does not warrant that the course contents are complete in describing the topics covered, free from defaults or erroneous descriptions, or fit for purpose to the usage situation of the Trainee. Such defaults shall not constitute a material breach, unless the defaults permanently and irreparable reduces the quality and material functionality of the eLearning, and it does not entitle the Trainee to any remedies. EIVA seeks to remedy all defaults in the following versions of eLearning.

10 Severability

10.1 If any provision(s) of these conditions is/are finally determined to be invalid or unenforceable, the balance of these conditions shall remain in effect. In this case the provision(s) must be replaced by such valid and enforceable provision(s) as will come as close to the purpose and legal position of the invalid or unenforceable provision(s) as possible.

11 Assignment

11.1 EIVA shall be permitted to assign all of its rights and obligations under the Agreement to any third party provided that the existing obligations are being carried out as agreed with the Trainee.

12 Disagreements

12.1 Any dispute or claim arising out of or in connection with this Agreement shall be governed by and construed in accordance with the laws of Denmark except for Danish

choice of law rules.

12.2 Any dispute arising out of or in connection with this Agreement shall be settled by the Maritime and Commercial Court of Copenhagen (Sø- og Handelsretten) as the court of first instance. However, if the Trainee is a company registered in Denmark - or if the Maritime and Commercial Court of Copenhagen (Sø- og Handelsretten) cannot be chosen as venue - any dispute arising out of or in connection with this Agreement shall be settled by the District Court in Aarhus, Denmark, as the court of first instance.