

Carbyne Training Terms and Conditions

These Carbyne Training Terms and Conditions ("**Terms**") govern the online Training we make available to you. By purchasing and/or accessing the Training, you indicate you have read, understand and agree to these Terms. On-site or bespoke training services provided under a mutually agreed upon order form or statement of work are subject to the Carbyne Professional Services Terms. As used in these Terms, "**Carbyne**", "**us**", "**we**" or "**our**" refers to the Carbyne entity selling you the Training, and "**Customer**", "**you**" and "**your**" refers to the customer accessing Training or who purchased the Training.

1. Definitions

Affiliate as to a party, means any other legal entity that directly or indirectly controls, or is controlled by or under common control with such party, with 'control' as applied to any legal entity being the direct or indirect ownership of more than fifty percent (50%) of the equity or voting interest in such entity.

Confidential Information means any and all information (whether oral, written or in some other tangible or permanent form) disclosed by one party or its Affiliates (the "**Disclosing Party**") to the other party or its Affiliates (the "**Receiving Party**") under or in connection with this Agreement and that is marked as confidential, by its nature is confidential or relates to the business or affairs of the Disclosing Party, including but not limited to details of the Training and the terms of this Agreement.

Data Protection Law means all privacy laws applicable to personal data processed under the Agreement.

Force Majeure Event means any circumstance not within our reasonable control including, without limitation: (i) acts of God, flood, drought, earthquake or other natural disaster; (ii) epidemic or pandemic; (iii) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (iv) nuclear, chemical or biological contamination or sonic boom; (v) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary license or consent; (vi) collapse of buildings, fire, explosion or accident; (vii) any labor or trade dispute, strikes, industrial action or lockouts; (viii) non-performance by suppliers or subcontractors; and (ix) interruption or failure of utility service.

Personal Data has the meaning ascribed to it in the relevant Data Protection Law.

Training refers to the on-demand training courses made available by Carbyne via the Training Portal.

Training Portal means the web based portal hosting Training modules.

Users refers to your employees or contractors who will access and use the Training Portal for internal use only and in accordance with the terms of this Agreement.

2. Training Portal

- a. We will make the Training Portal available to you and your Users to access the Training you've purchased subject to the terms of this Agreement.
- b. You will have access to the Training Portal for the duration of time, number of users, and specific training modules which you purchase as specified on the Training Portal.

- c. Any access to and/or use of the Training Portal shall be permitted solely for the purposes of completing the applicable Training, for non-commercial, non-production purposes, and only for such period of time as we agree. You may access the Training only for lawful purposes and your use of the Training must comply with applicable laws. If you submit any comments or questions, you agree you will not violate any other person's rights and your comments or questions are not unlawful, inappropriate or objectionable. We may, at our discretion and without notice, change, limit or discontinue your access and use at any time.
- d. The Training Portal may not be used to process or store any personal or commercially sensitive data and if any such data is introduced we have no responsibility for such data and may delete or destroy any data at any time.

3. No Warranty

- a. Training and the Training Portal, including any support and other supplemental services or materials provided, are provided "AS IS", WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, AND "AS AVAILABLE", AND WE EXCLUDE ALL WARRANTIES, CONDITIONS, TERMS, UNDERTAKINGS AND OBLIGATIONS IMPLIED BY STATUTE, COMMON LAW, CUSTOM, TRADE USAGE, COURSE OF DEALING OR OTHERWISE TO THE FULLEST EXTENT PERMITTED BY LAW; AND, SAVE TO THE EXTENT LIABILITY CANNOT LAWFULLY BE EXCLUDED OR LIMITED, WE SHALL HAVE NO LIABILITY WITH RESPECT TO THE TRAINING ENVIRONMENTS, OR ANY SUPPORT OR OTHER SUPPLEMENTAL SERVICES OR MATERIALS.
- b. WE MAKE NO WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. Charges

- a. You agree to pay the fees for Training that you purchase, and you authorize us to charge your debit or credit card or process other means of payment for those fees. When you make a purchase, you agree not to use an invalid or unauthorized payment method. If your payment method fails and you still get access to the Training you are enrolling in, you agree to pay us the corresponding fees within thirty (30) days of notification or invoice from us. We may suspend your access to the Training Portal for so long as any payment remains due and unpaid.

5. Non-Cancellable

- a. Purchases of Training are non-cancellable and non-refundable and Training is made available only for the duration specified on the Training Portal.
- b. We may cancel any Training purchase or cease providing Training in the event a Force Majeure Event prevents us from providing the Training.

6. Intellectual Property

- a. Effective at the time we receive full and final payment for the Training, we grant to you a non-exclusive, non-transferable, license to use any training materials provided by us for your internal business purposes for the duration of the Training period.
- b. You acknowledge and agree that title to all portions of Training and any pre-existing materials, and all intellectual property rights therein, including all derivative works and any enhancements, improvements or extensions conceived or developed, are and remain owned by and vested in us or our licensors.

7. Confidentiality

- a. Each party shall: (i) keep the other party's Confidential Information confidential; (ii) not use the other party's Confidential Information except for the purposes of this Agreement and as provided for herein without the prior written consent of the other party; and (iii) not divulge the other party's Confidential Information to any third party, excluding to an Affiliate, except for the purposes of this Agreement and shall procure that each such third party is aware of and complies with these obligations as to confidentiality.
- b. The provisions of Section 9(a) shall not apply to any Confidential Information that the Receiving Party can show: (i) is in the public domain other than as a result of a breach of this Agreement or any other obligations of confidentiality; (ii) is or was lawfully received from a third party not under an obligation of confidentiality with respect thereto; (iii) is required to be disclosed under operation of law, by court order or by any regulatory body of competent jurisdiction (but then only to the extent and for the purpose required); or (iv) was developed independently of and without reference to any confidential information disclosed by the disclosing party.

8. Limitation of Liability

- a. EXCEPT AS PROHIBITED BY APPLICABLE LAW, OUR MAXIMUM LIABILITY RELATING TO THE TRAINING (REGARDLESS OF FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE OR OTHERWISE) SHALL BE LIMITED TO: \$100.
- b. EXCEPT AS PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY LOSS OR DAMAGE, INCLUDING BUT NOT LIMITED TO ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, NOR, WHETHER DIRECT OR INDIRECT, FOR LOSS OF PROFIT, LOSS OF REVENUE OR BUSINESS, LOSS OF ANTICIPATED COST SAVINGS, LOSS OF GOODWILL, OR LOSS OF DATA.

9. Personal Data

- a. Each party shall comply with all requirements that apply to it under Data Protection Law.
- b. To provide Training to you, we may need to receive limited Personal Data to enable us to manage our account and to communicate with you and participants ("**Account Management Information**"). You acknowledge that, other than Account Management Information, we do not want to receive, access, view or otherwise process any Personal Data in the course of making Training available to you, and you agree not to directly or indirectly disclose any Personal Data to us.
- c. In the event that we become aware that you have provided Personal Data to us in breach of this Section, we shall be entitled to delete it and cease provision of applicable Training.

10. General

- a. Nothing contained in this Agreement shall create a relationship of employer and employee, principal and agent or partnership between the parties.
- b. The invalidity or unenforceability of any provision of or any part of a provision of or any right arising pursuant to this Agreement shall not affect in any way the remaining provisions or rights, which shall be construed as if such invalid or unenforceable part did not exist.
- c. Any notice or written communication given under or in relation to this Agreement shall be given in writing and shall be delivered by hand (in which case it shall be deemed to have been given at the time of delivery) or sent by special delivery post (in which case it shall be deemed to have been given on the second day after posting) to the other party at its address set out in the Statement of Work or to such other address as it has previously notified to the sending party in writing, including by email.
- d. This Agreement (including non-contractual disputes or claims) shall be governed by and construed and interpreted in accordance with the laws of the State of New York without giving effect to principles of conflict or choice of law and the parties hereby accept the exclusive jurisdiction of the courts located in New York, New York.
- e. Save where expressly stated otherwise, nothing in this Agreement shall confer any right or benefit upon any person who is not a party to it.
- f. We may update or modify the terms of this Agreement at any time.
- g. This Agreement sets forth the complete agreement between the parties and supersedes all previous discussions and communications relating to the subject matter of this Agreement. Both parties acknowledge and agree that the terms and conditions of this Agreement supersede any different, inconsistent or pre-printed terms appearing on the face or reverse side of, or otherwise accompanying, any invoice, sales order, acknowledgement, purchase order or confirmation issued by you or us.