



TERMS OF BUSINESS

These Terms of Business ("Terms") govern the relationship between the purchaser of an online training product (the "Learner") and the Company. By submitting the Registration Form the learner has agreed to be bound by these Terms:

INTERPRETATION

1.1 In these Terms:

"CONTRACT" means the contract for the provision of the Course, comprising the Agreement and Registration Form and these Terms

"COMPANY" means althaus digital, Talent House, 2 Victoria Way, Pride Park, Derby, DE24 8AN

"CONTRACTING PARTY" means the individual or organisation named on the Registration Form as being responsible for payment of Course Fees.

"COURSE" means the service to be provided by the Company for the Learner and referred to by course title or course reference code in the Registration Form and more particularly described in the Published Literature.

"COURSE FEES" means the price of the Course set out in the Published Literature from time to time.

"COURSE MATERIALS" means any Documents, videos or other materials, and any data or other information provided by the Company relating to the Course.

"DOCUMENT" includes, in addition to a document in writing, any plan, design, drawing, picture or other image, or any other record of any information in any form.

"PUBLISHED LITERATURE" means the Company's website, brochures and other information documents containing details of the Company, Courses being offered and any other information that may be relevant to Students and Prospective Students from time to time.

"REGISTRATION FORM" means the registration form completed by the Learner.

"LEARNER" means the person named on the Registration Form or in other communication from the Contracting Party, submitted to the Company for whom the Company has agreed to provide the Course in accordance with these Terms.

The headings in these Terms are for convenience only and shall not affect their interpretation

2.1 The Company shall provide the Course to the learner subject to these Terms. Any changes or additions to the Course or these Terms must be agreed in writing by the Company and the Contracting Party.

2.2 The Course shall be provided in accordance Published Literature relating to the Course from time to time, subject to these Terms.



2.3 Further details about the Course, and advice or recommendations about its provision, which are not given in the Promotional Literature, may be made available on written request.

2.4 The Company may correct any typographical or other errors or omissions in any Promotional Literature, quotation or other document relating to the provision of the Course without any liability to the Contracting Party.

2.5 The Company may at any time without notifying the Learner or the Contracting Party (if different) make any changes to the Course which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Course.

ELIGIBILITY

3.1 You must be at least 16 years old to purchase a course. By agreeing to these Terms, you represent and warrant to us that you are at least 16 years old. If you are an entity, organisation, or company, the individual accepting these Terms on your behalf represents and warrants that they have authority to bind you to these Terms and you agree to be bound by these Terms.

ACCOUNTS AND REGISTRATION

4.1 To access the features of the course, you will be registered for an account with our e-learning platform, SkillsHub. Your registration details will be sent via email to the address provided in the registration form.

4.2 When you login to your account, you may be required to provide us with some information such as your name, email address, payment information if applicable, location, or other contact information. We strictly prohibit you from providing any sensitive personal data to us. You agree that the information you provide to us is accurate, complete, and not misleading, and that you will keep it accurate and up to date at all times.

4.3 When you register, you will be sent a first-time password. You are solely responsible for maintaining the confidentiality of your account and password, and you accept responsibility for all activities that occur under your account. If you believe that your account is no longer secure, then you should immediately notify us at accelerators@althausdigital.co.uk

FEES AND PRICES

5.1 Subject to any special terms agreed between the Company and the Contracting Party, the Course Fees is 100% payable on submission of the Registration Form.

5.2 All charges quoted to the Contracting Party for the provision of the Course are inclusive of any Value Added Tax. If paying by credit card a handling fee may be charged. There is no charge for payments by debit card or other methods.

5.3 The Company, at its sole discretion, may make promotional offers with different features and different pricing to any of our customers. These promotional offers, unless made to you, will not apply to your offer or these Terms.



RIGHTS TO IN COURSE MATERIALS

6.1 The property and any copyright or other intellectual property rights in any Course Materials shall belong to the Company, subject only to the right of the Learner to use the Course Materials for the purposes of the Course and for the Student's own personal use and information.

6.2 The Student and Contracting Party (if different) shall not be entitled to copy, modify, reproduce, sell, distribute, broadcast, share or publish the Course Materials or any part thereof without the express written permission of the Company. For the avoidance of doubt this includes making any unauthorised recordings of Courses or Course Materials.

6.3 Any breach of clause 4.2 (including the making of any unauthorised recording) will be considered a material breach of these Terms.

WARRANTIES AND LIABILITIES

7.1 The Company warrants to the Contracting Party that the Course will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Registration Form and other published literature and at the time or times referred to in the Registration Form.

7.2 Except in respect of death or personal injury caused by the Company's negligence, or as expressly provided in these Terms, the Company shall not be liable to the Contracting Party by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Company, its servants or agents or otherwise) which arise out of or in connection with the provision of the Course, and the entire liability of the Company under or in connection with the Contract shall not exceed the amount of the Course Fees, except as expressly provided in these Terms.

7.3 The Company shall not be liable to the Contracting Party or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Course, if the delay or failure was due to any cause beyond the Company's reasonable control.

7.4 The Learner shall be deemed to have satisfied him/herself that the Course described in Published Literature accords with the Learner's requirements. Subject to Clause 2.5 above the content of the Course is limited to those matters and subjects as are specifically set out in the Published Literature or other information that may be supplied to the Learner by the Company in relation to the Course.

7.5 The Company warrants that the Course is structured for and contains the appropriate information to achieve the specific outcomes as are specifically described in the Published Literature (or as amended in accordance with Clause 2.5) in relation to the Course but the Company does not warrant that such outcomes will be achieved by any Learner.



COMMUNICATION

8.1 You agree that The Company and those acting on our behalf may call and send you messages at the phone number you provide us. These calls and messages may include operational calls or messages about your use of the Service. IF YOU WISH TO OPT OUT OF MARKETING CALLS AND TEXT MESSAGES FROM PLURALSIGHT, YOU CAN EMAIL ACCELERATORS@ALTHAUSDIGITAL.COM OR TEXT THE WORD "STOP" TO THE NUMBER FROM WHICH YOU ARE RECEIVING THE MESSAGES. IF YOU WISH TO OPT OUT OF ALL CALLS AND TEXT MESSAGES FROM PLURALSIGHT, YOU CAN EMAIL ACCELERATORS@ALTHAUSDIGITAL.COM OR TEXT THE WORD "STOPALL" TO THE NUMBER FROM WHICH YOU ARE RECEIVING THE MESSAGES, HOWEVER YOU ACKNOWLEDGE THAT OPTING OUT OF RECEIVING ALL MESSAGES MAY IMPACT YOUR USE OF THE SERVICE. You may continue to receive calls and text messages for a short period while we process your request, including a message confirming the receipt of your opt-out request.

8.1 We may send you emails concerning our products and services. You may opt out of promotional emails by following the unsubscribe instructions in the promotional email itself.

CANCELLATION AND REFUNDS

9.1 If the Contracting Party wishes to cancel prior to starting the course, but the registration details have been sent and the course portal accessed, then all Course Fees already paid by the Contracting Party shall be forfeited.

9.2 If the Contracting Party has paid all or any part of the Course Fees but the Learner fails to complete the Course to which such Course Fees relate within the period of 30 days after the commencement date of the Course for which the Student registered than at the expiry the 30 day period the Company shall be entitled to retain any Course Fees already paid.

GENERAL

10.1 These Terms (together with the terms, if any, set out in the Registration Form) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

10.2 A notice required or permitted to be given by either party to the other under these Terms shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

10.3 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.



10.4 If any provision of these Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.

10.5 English law shall apply to the Contract and the parties agree to submit to the exclusive jurisdiction of the English courts.

10.6 No one other than a party to this Contract shall have any right to enforce any of its terms.