



Opsview Ltd. t: +44 800 862 0606  
Enterprise Centre w: [www.opsview.com](http://www.opsview.com)  
Whiteknights Road e: [info@opsview.com](mailto:info@opsview.com)  
Reading, RG6 6BU

## OPSVIEW TRAINING SERVICES TERMS & CONDITIONS

These Opsview Training Services Terms & Conditions (the "Agreement"), govern the provision of all our training services to HM Revenue & Customs.

Date: 7<sup>th</sup> February 2019

"Opsview", "we" or "us" means Opsview Limited if you are purchasing outside the US or Opsview Inc. if you are purchasing from within the US.

### 1.0 Registration

To register for scheduled Opsview courses and for inquiries about schedules, dates, locations, or prerequisites, please see [www.opsview.com/services](http://www.opsview.com/services)

### 2.0 Onsite Training

To request onsite and custom training delivered at the customer's venue, please email [training@opsview.com](mailto:training@opsview.com)

### 3.0 Curriculum

To ask questions about any Opsview course, involving course content, curriculum, prerequisites, requirements, or further details about programs, please email [training@opsview.com](mailto:training@opsview.com)

### 4.0 Payment & Contract Information

All training courses require pre-payment by one of the following methods to confirm your place:

- Visa
- Mastercard
- Electronic Funds Transfer

Only credit card payments will be accepted for orders placed less than 30 calendar days prior to the start date of the course.

Course places must be ordered by the Thursday prior to the course start date by 5:00pm GMT for courses starting the following week (credit card payments only). Orders are processed within one (1) business day of the date the order is submitted.

Orders paid by electronic funds transfer must be paid in full by the due date on the invoice that you receive from Opsview. If payment is not received by the due date, the order will be cancelled. Cancellation of orders for non-

payment requires re-registration for the course with a credit card as the form of payment.

For questions about these policies, please email [training@opsview.com](mailto:training@opsview.com)

### 5.0 Cancellation Policy

The policies below apply to ALL Opsview training courses:

#### 5.1 Student Attendance

Training invitations are specific to the student that they are emailed to and should not be forwarded to anyone else. Students should comply with the Student Substitution instructions detailed below if they are unable to attend the course.

Student invitations are for ONE attendee only and must not be shared with anyone else. If an organisation or individual is found to have provided these details to any other person that subsequently attends a course, they will be liable for the full cost of the additional attendee(s).

Students may attend an Opsview course only if they or their organisation have paid the applicable training fee. Multiple attendees under one training course fee are strictly forbidden.

#### 5.2 Cancellation by Student

A student will receive a refund only if Opsview receives a notice of cancellation at least 5 full calendar days (not including the class start date) before the class start date.

A student will not be eligible for a refund if Opsview does not receive a notice of cancellation 5 full calendar days before the class start date, but the class may be rescheduled or another individual may attend in the student's place (see policies below for details).

#### 5.3 Rescheduling by Student

- A student may reschedule a course once only.
- There will be no penalty for requesting a reschedule more than 5 calendar days prior to the course start date.
- Rescheduling requests made 5 full calendar days or less prior to the course start date may at Opsview's discretion incur a penalty fee of 50% of the original price paid. The penalty fee will be

added to the student's original course fee and charged to the same credit card used for the original booking.

- A course that is rescheduled within 5 full calendar days of the course start date cannot later be cancelled.
- A new course date must be chosen at the time of rescheduling. A rescheduled course must start no later than three (3) months after the initial course start date.
- If a student does not attend a scheduled session (no show), payment for the session is forfeited. The student may not reschedule the session.

#### 5.4 Student Substitutions

A different individual may attend the scheduled course as long as Opsview is notified by email to [training@opsview.com](mailto:training@opsview.com) no less than two (2) business days prior to the start date of the course.

#### 5.5 Cancellation by Opsview

Training may be cancelled or re-scheduled by Opsview with 10 calendar days' notice to students.

Training may be cancelled without prior warning, with course fees refunded to participants, if any of the following events affect delivery of a particular training course: instructor sickness, severe inclement weather, natural or local disaster, power outage, or airline strike or any other reason beyond Opsview's reasonable control.

#### 5.6 Onsite Cancellation Policy

Notice of cancellation more than 15 calendar days prior to the course start date will entitle you to a full refund.

Notice of cancellation 15 calendar days or less prior to the course start date will not entitle you to a full refund, but you will be entitled to reschedule (see Onsite Rescheduling Policy below for details).

#### 5.7 Onsite Rescheduling Policy

Onsite rescheduling requests made 15 calendar days or less prior to the course start date will be charged a 25% rescheduling fee (calculated from the original price charged).

Onsite rescheduling requests made 15 calendar days or less prior to the course start date cannot later be cancelled.

#### 6.0 Expiry Policy

Students must book and attend training courses within 6 months of the purchase date. Any purchased courses not completed within 6 months of the purchase date will expire. Opsview will have no further liability with respect to an expired course, including any liability to refund the fee paid.

#### 7.0 Training Materials

If Opsview provides a student with access to any training materials, the student acknowledges that such access is granted to the student solely as a licensee. The licence will terminate on completion of the course or cancellation, whichever is the earlier.

All training materials are provided solely for the personal use of the student in connection with the specified course.

Except as expressly set out in these Terms and Conditions each student undertakes:

- not to copy the training materials except where such copying is incidental or necessary for the purposes of completing the relevant training course;
- not to rent, lease, sub-license, loan or translate the training materials;
- not to alter or modify the whole or any part of the training materials nor permit the training materials or any part of them to be combined with, or become incorporated into, any other materials;
- to include the copyright notice of Opsview on all entire and partial copies the student may make of the training materials on any medium; and
- not to provide or otherwise make available the training materials in whole or in part, in any form, to any person without prior written consent from Opsview.

All intellectual property rights in the training materials anywhere in the world belong to Opsview. Rights in the training materials are licensed to students and students have no rights in, or to, the training materials other than the right to use them in accordance with these Terms and Conditions.

#### 8.0 Data Privacy

Opsview and the Customer shall comply with duties respectively imposed on them by the General Data Protection Regulation (GDPR) European Directive 2016/679 as enacted by the European Parliament and of the Council with effect from 25<sup>th</sup> May 2018 for the protection of individuals with regard to the processing of personal data and on the free movement of such data, and all local implementing legislation as well as similar legislation in all other legal jurisdictions where the Subscription Services are provided, in the performance of their respective obligations under this Agreement. These duties are fully described in Annex 1 to this Agreement.

#### 9.0 Confidentiality

For the purposes of this Agreement, "Confidential Information" means all information of a confidential or trade secret nature relating to either party and/or its respective Group Companies and/or its or their respective clients and suppliers and staff disclosed by either party or either party's Group Companies to the other party (whether in writing, verbally or by any means and whether directly or indirectly), whether before or after the date of this Agreement. The contents of this Agreement, the Software and Subscription Services and the pricing agreed between Customer and Opsview shall all be deemed to be Confidential Information.

Customer and Opsview each agree to maintain the confidentiality of any Confidential Information received from the other during the term of this Agreement and after the termination of this Agreement (howsoever terminated) for a three year period and shall not disclose such Confidential Information to any third party, and shall protect the secrecy of and avoid unauthorised use of such Confidential Information to the same degree that Customer and Opsview (as the case may be) protects its own Confidential Information and in no event with less than reasonable care. The provisions of this clause shall not apply to any Confidential Information to the extent that such information: a) is in the public domain or becomes publicly known otherwise than by breach of this Agreement; b) which the receiving party can show by its written records was in its possession prior to receiving it from the disclosing party (or from a third party on its or their behalf) and which it had not previously obtained from the disclosing party (or from a third party on its or their behalf) under an obligation of confidence; c) is acquired by the receiving party from someone other than the disclosing

party who was entitled to disclose such Confidential Information to the receiving party without imposing an obligation of confidence; or d) is required to be disclosed by law, by any court of competent jurisdiction or by any other regulatory body provided that the receiving party undertakes to give the disclosing party not less than 14 days' notice of such required disclosure in writing wherever practicable. Each party agrees not to use said Confidential Information of the other party for any purpose except as necessary to fulfil its obligations and exercise its rights under this Agreement.

#### 10.0 Warranty and Disclaimers

Opsview warrants that the Training Services will be performed in a professional manner, in accordance with generally accepted industry standards. Customer must report any deficiencies in the Training Services to Opsview in writing within fourteen (14) days of performance of such services in order to receive warranty remedies. This warranty is exclusive and in lieu of all other warranties and conditions either expressed or implied by statute, common law or otherwise, including any implied warranty of merchantability, satisfactory quality or fitness for any particular purpose.

For any breach of the warranty in this clause, Customer's exclusive remedy and Opsview's entire liability shall be the re-performance of the defective Training Services. If Opsview is unable to re-perform the defective Training Services as warranted, Customer shall be entitled to recover the fees paid to Opsview for the deficient portion of the Training Services.

#### 11.0 Termination

The Customer may terminate the Agreement at any time by notice in writing to Opsview to take effect on any date falling at least 1 month later than the date of service of the relevant notice.

Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to Opsview with immediate effect if Opsview:

- i. is in material breach of any obligation under the Agreement which is not capable of remedy;
- ii. repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
- iii. is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 calendar days of Opsview receiving notice specifying the breach and requiring it to be remedied;
- iv. becomes insolvent, or if an order is made or a resolution is passed for the winding up of Opsview (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of Opsview's assets or business, or if Opsview makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this Clause ) in consequence of debt in any jurisdiction.

Opsview may terminate this Agreement by providing at least twenty (20) calendar days written notice to the Customer if the Customer fails to pay an undisputed sum due to the Supplier under this Agreement and such amount remains outstanding thirty (30) calendar days after the receipt by the Customer of a notice of non- payment from Opsview.

Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause or any other provision of the Agreement that either expressly or by implication has effect after termination.

Upon termination or expiry of the Agreement, Opsview shall:

- i. give all reasonable assistance to the Customer and any incoming supplier of the Services, and such assistance will be chargeable at Opsview's then standard fee rates; and
- ii. return all requested documents, information and data to the Customer as soon as reasonably practicable.

## Annex 1 - DATA PROTECTION

The following definitions apply in this Schedule:

“Data Protection Legislation”	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
“Data Protection Impact Assessment”	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
“Controller”, “Processor”, “Data Subject”, “Personal Data Breach”, “Data Protection Officer”	take the meaning given in the GDPR;
“Data Loss Event”	any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
“Data Subject Request”	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
“DPA 2018”	Data Protection Act 2018;
“LED”	Law Enforcement Directive (Directive (EU) 2016/680);
“Protective Measures”	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.
“Sub-processor”	any third Party appointed to process Personal Data on behalf of that Processor related to this Agreement.

- 1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor. The only processing that the Processor is authorised to do is listed in this Annex 1 by the Controller and may not be determined by the Processor.
- 1.1 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 1.2 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:
  - 1.2.1 a systematic description of the envisaged processing operations and the purpose of the processing;
  - 1.2.2 an assessment of the necessity and proportionality of the processing operations in relation to the Services;
  - 1.2.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
  - 1.2.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 1.3 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

- 1.3.1 process that Personal Data only in accordance with Annex 1, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
- 1.3.2 ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
- (a) nature of the data to be protected;
  - (b) harm that might result from a Data Loss Event;
  - (c) state of technological development; and
  - (d) cost of implementing any measures;
- 1.3.3 ensure that:
- (a) the Processor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Annex 1);
  - (b) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
    - (i) are aware of and comply with the Processor's duties under this Paragraph 0;
    - (ii) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
    - (iii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and
    - (iv) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- 1.3.4 not transfer Personal Data outside of the UK unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
- (a) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
  - (b) the Data Subject has enforceable rights and effective legal remedies;
  - (c) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
  - (d) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- 1.3.5 at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.
- 1.4 Subject to Paragraph 1.5, the Processor shall notify the Controller immediately if it:
- 1.4.1 receives a Data Subject Request (or purported Data Subject Request);
  - 1.4.2 receives a request to rectify, block or erase any Personal Data;
  - 1.4.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - 1.4.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
  - 1.4.5 receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - 1.4.6 becomes aware of a Data Loss Event.
- 1.5 The Processor's obligation to notify under Paragraph 1.4 shall include the provision of further information to the Controller in

phases, as details become available.

- 1.6 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Paragraph 1.4 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
  - 1.6.1 the Controller with full details and copies of the complaint, communication or request;
  - 1.6.2 such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
  - 1.6.3 the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
  - 1.6.4 assistance as requested by the Controller following any Data Loss Event;
  - 1.6.5 assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 1.7 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Clause 0. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
  - 1.7.1 the Controller determines that the processing is not occasional;
  - 1.7.2 the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
  - 1.7.3 the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 1.8 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 1.9 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.
- 1.10 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 1.11 The Controller may, at any time on not less than 30 Working Days' notice, revise this Clause 0 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 1.12 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.