



STREAMSERVE E-LEARNING TERMS AND CONDITIONS OF USE
BETWEEN
STREAMSERVE, INC. AND END-USERS

1. Introduction

1.1 These terms and conditions (“Terms and Conditions”) set out the basis on which you, an end-user, may access the StreamServe E-Learning on-line service (“Service”). In order to make use of the Service, you must comply with these Terms and Conditions and indicate your compliance by clicking on the “I Accept” icon at the end of these Terms and Conditions.

2. Definitions

2.1 The following words and expressions shall have the following meanings assigned to them:

“Chat Forums” means informal discussions arising from the Service and its contents carried on by and between End-users and StreamServe through the relevant section of the Web Site;

“Commencement Date” means the date upon which an End-user receives confirmation that payment for the Service has been received;

“Customer” means a company, partnership or other organization that has entered into a license agreement with StreamServe for the use of StreamServe Products;

“E-Learning Materials” means any training materials made available to End-users using the Service, whether in electronic, written or other form;

“End-user” means an individual employee, consultant or contractor of a Customer or Partner using the Service in order to acquire knowledge of, and certification with regard to, Products;

“Expiration Date” means the date falling three months after the Commencement Date;

“Fees” means the fees due for the Service as specified on the Web Site;

“Intellectual Property Rights” means all copyrights, trademarks, service marks, patents, design rights (whether registered or unregistered), database rights, know-how and any and all other

forms of proprietary rights owned or controlled by StreamServe in relation to the Service, E-Learning Materials and Products;

“Partner” means a reseller, ISV, OEM, referral partner or any other partner that has a current agreement with StreamServe;

“PayPal” means the third party service being used to process payments made by End-users in order to access the Service;

“Products” means the range of the software products in respect of which StreamServe owns all Intellectual Property Rights and which StreamServe and its affiliated companies license to Customers or which are marketed by Partners;

“Service” means the StreamServe E-Learning on-line service through which End-users can acquire training in the use of Products, as more fully described on the Web Site;

“StreamServe” means StreamServe, Inc. and its affiliated companies;

“Term” means in respect of each End-user the period beginning on the Commencement Date and ending on the Expiration Date;

“Web Site” means the StreamServe web site www.streamservelearning.com.

2.2 Words and expressions used in the singular shall include the plural and vice-versa.

2.3 Headings used in these Terms and Conditions are inserted for convenience only and do not form part of these Terms and Conditions.

2.4 Reference to clause numbers shall be references to clauses contained herein unless expressly stated to the contrary.

3. Use of and Payment for the Service

3.1 Each End-user shall be entitled to use the Service as follows:

- (i) End-user shall select the appropriate training module or modules from the list and description set out on the Web Site and place an order in respect thereof in accordance with the relevant instructions;
- (ii) Having confirmed their selection under clause 3.1(i) above, End-user shall then make payment of the appropriate Fees via the link to PayPal from the Web Site. All payments shall be made by credit, debit or charge card and shall be transacted in United States dollars;

(iii) Following confirmation of payment, End-user shall be able to access the relevant training module via the Web Site at any time as chosen by End-user between the Commencement Date and the Expiration Date.

3.2 Each End-user shall also have access to and be able to contribute to Chat Forums between the Commencement Date and the Expiration Date. Each End-user agrees that it will not post any material or item in any Chat Forum where such material does not relate to the Service or its content. Any breach of this clause 3.2 will result in immediate cessation of the relevant End-user's access to the Service and, in the event of any obscene or illegal material being posted, possible prosecution.

3.3 If End-user does not access the Service pursuant to clause 3.1(iii) above, End-user's rights to use the Service shall expire and they will be required to re-order, and make a further payment for, the training modules in accordance with the process set out under clause 3.1 above.

3.4 Where End-user wishes to achieve certification for any particular module or modules provided as part of the Service, End-user shall be required to pay a further Fee for the applicable certification process.

3.5 End-user also accepts the following conditions in connection with their use of the Service:

- (i) any relevant value added tax, sales or other tax shall be added to their invoice at the time of issue and shall be paid by End-user;
- (ii) End-user shall not be entitled to any refund of monies paid for use of the Service for any reason whatsoever.

4. Protection of Intellectual Property Rights

4.1 End-user acknowledges and accepts that all Intellectual Property Rights in the Service, E-Learning Materials and Products are owned and controlled by StreamServe. End-user hereby warrants and undertakes that:

- (i) they will not make use of any such Intellectual Property Rights or any part of the Service other than for the sole purpose of obtaining training via the Service;
- (ii) they will not make copies of any E-Learning Materials or any other element of the Service (including software), nor sell, license, market or distribute, or attempt to sell, license, market or distribute any of the items referenced in this clause 4.1.

4.2 Any breach of clause 4.1 above shall give StreamServe the immediate right to terminate End-user's access to the Service and may result in legal proceedings being taken by StreamServe against End-user.

5. StreamServe Disclaimer

- 5.1 StreamServe uses its reasonable endeavours to keep the Web Site up-to-date with correct information concerning the Service. However, StreamServe gives no warranty as to the accuracy or completeness of the information posted on the Web Site at any point in time and accepts no liability for any loss that may be suffered or incurred as a consequence of any End-user placing reliance on such information.
- 5.2 Without limiting the generality of clause 5.1 above, StreamServe shall not incur any liability arising from any reliance placed by an End-user on an answer to, or information provided in response to, a question posted by such End-user in a Chat Forum. This disclaimer applies whether the answer or information provided is supplied by StreamServe or another End-user.
- 5.3 StreamServe may choose, from time to time, to increase the Fees payable for the Service. StreamServe will use reasonable endeavours to give thirty (30) days' notice (via the Web Site) of any increase in said Fees.

6. Force Majeure

- 6.1 StreamServe shall not be liable for loss suffered by End-users if through no fault of StreamServe, StreamServe has to suspend the Service due to an act or event of so-called "Force Majeure", which shall include, but not be limited to, acts of God, fire, explosion, flood or other disaster, major failure of any utility services, war, riot, civil strife or any other act or event as may be regarded as being Force Majeure and which is beyond the reasonable control of StreamServe.
- 6.2 If any such act or event as described in clause 6.1 above continues for longer than sixty (60) days, StreamServe may terminate the Service in its entirety forthwith.

7. Termination

- 7.1 In addition to its rights under clauses 4.2 and 6.2 above, StreamServe shall be entitled (as it deems appropriate) to suspend terminate the Service at any time with or without notice if:
- (i) StreamServe needs or elects to undertake any program of maintenance or upgrade to the Web Site for the benefit of all End-users;
 - (ii) an individual End-user is in material breach of these Terms or Conditions or their use of the Service. In the case of this clause 7.1(ii), any such suspension or termination of such End-user's access to the Service shall be without prejudice to any other rights or remedies available to StreamServe against the End-user.

8. No Assignment

- 8.1 Each End-user agrees that, by accepting these Terms and Conditions, they must only use the Service for their own training requirements and shall be responsible for making the payment of Fees due in respect thereof. Any assignment or other form of transfer, or purported assignment

or other form of transfer, by an End-user of their rights or obligations hereunder shall be regarded as a material breach of these Terms and Conditions.

9. Laws

9.1 These Terms and Conditions shall be governed by the laws of the State of Delaware, United States and shall be subject to the jurisdiction of the courts of said State.

10. Amendments

10.1 These Terms and Conditions may be subject to change from time to time as shall be determined by StreamServe. StreamServe will post any revised terms on the Web Site.