

**TERMS & CONDITIONS OF SUPPLY**

THE FOLLOWING, WHEN ACCEPTED BY YOU (WHETHER AS AN INDIVIDUAL, OR IF APPLICABLE, ACTING AS THE REPRESENTATIVE OF A COMPANY, CORPORATION OR OTHER ENTITY) SHALL CONSTITUTE AN AGREEMENT TO THE TERMS AND CONDITIONS SET OUT BELOW. PLEASE READ THIS AGREEMENT CAREFULLY. BY SIGNING UP AND ACCESSING THE SERVICE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MAY NOT SIGN UP OR USE THE SERVICE.

**DEFINITIONS**

“eNetReality” is a registered trading name of eCom USA Learning Solutions LLC.

“We”, “us”, or “eCom” shall refer to eCom USA Learning Solutions, LLC is a Georgia limited liability company founded in 2014. eCom USA Learning Solutions, LLC is a subsidiary of eCom Scotland Ltd.

“Service” or “Services”, “eNetReality Website”, or the “Services” shall refer to all software as services offered by eCom under any agreement between you and eCom, as well as the eNetReality website and OnDemand Application eNetReality™.

“Company” means the organization purchasing the license.

“You” means you individually, and if you are representing an organization, it also includes the organization that you represent.

“Agreement” shall mean this On-Demand Application Service Agreement.

“End Users” referred to in this agreement are any users of the application. Each End User requires a user license to accessed the service via a unique email address and secure password.

“Administrator” is an End User who has been appointed by the company to manage their account, by creating users and defining and modifying roles.

“Agreement” refers to the entire contractual agreement entered into between the Company and eCom for the provision of the Services, including any variations or amendments adopted in conformance thereto and any and all schedules and appendices referred to therein, and supersedes any prior oral or written agreements between the Company and eCom.

eCom “Orders” refers to any written instructions to eCom to provide services from Company or Individual, orders may include Change request, Purchase Orders, signed quote or invoices issued.

“Term” shall mean the period of time when this Agreement is in effect.

The Schedules to this Agreement includes

[eNetReality Terms and Conditions of Sale](#)

[eNetReality SAAS description](#)

[Privacy Policy](#)

[Acceptable Use Policy](#)

[Terms of Use](#)

[Cookie Policy](#)

## eNetReality On Demand Application SERVICE AGREEMENT

### 1. SOFTWARE SERVICES (SAAS)

Upon receipt of an Order, eCom will provide Company and the End Users with remote access to the applicable Services. Certain Services, and related browser and operating system compatibility, are more specifically described in the **eNet SAAS description**.

During the Term of this Agreement and subject to Company's compliance with this Agreement, eCom grants Company the worldwide, non-exclusive, non-transferable, non-assignable, limited license to allow Company and the End Users to remotely access the eCom Software that is located on the eCom Server in accordance with the terms of this Agreement. Use of the Services may be further limited by the terms and conditions contained in any applicable Schedule or Order.

### 2. ACCEPTANCE OF TERMS

You, the End Users, and anyone who uses the Services, including trial versions of the Services, shall be bound by this Agreement. If you do not agree to the terms and conditions set forth, then you should not access or use the Service. By registering for the service you are acknowledging you have read and understood and agree to be bound by this agreement.

### 3. LICENSE

Upon your acceptance of this Agreement and payment of all usage fees due (except in the case of a "free trial" program), eCom will grant you a revocable, non-exclusive, non-transferrable access license to access the chosen Services, which provides tools that will enable you to create, manage and administer online.

You must pay all usage fees (see Section 4.1 below) for you and all End Users prior to accessing the Services. If you are participating in our "free trial" program, you must pay all usage fees after the trial period to continue to access the Services. You agree to not access the Service by any means other than through the interfaces that are provided by eCom. The Services may include certain communications from eCom to administrators. You will not be able to opt out of receiving these communications as they relate to the Services, and you acknowledge and agree that eCom can send such communications as a part of the Services. Each license starts from the date of purchase and is applicable for a limited period of time as described therein. Each license is restricted as mentioned in the Service description on the application site. The license is strictly granted for the sole purpose of your own lawful business purposes. Except for the rights to use and other rights expressly granted in the eNet service description, no other rights are granted to you, either expressed or implied, nor shall any obligation be implied requiring the grant of further rights. You expressly acknowledge that the use of this Services does not imply a transfer of intellectual property rights to you. All intellectual property rights and all derived rights relating to our sites and services are retained by eCom.

### 4. REGISTRATION

To access the Service and set up your account, you will be asked to provide eCom with customary billing information such as name and billing address and to select the appropriate plan and payment schedule and method. On registration you agree that you have the authority to bind the company/ organization to the terms of this agreement. Your information will be kept in accordance with eCom's Privacy Policy, included by reference herein and attached hereto.

In consideration of your use of the Service, you agree to: (i) provide true, accurate, current and complete information about yourself and/or your organization, and (ii) maintain and promptly update during the term of this Agreement your personal/organizational information to keep it true, accurate, current and

## eNetReality On Demand Application SERVICE AGREEMENT

complete. If eCom suspects that such information is untrue, inaccurate, not current or incomplete, eCom may suspend and/or terminate your or your organization's account. Upon completion of the registration process, we will send an automatically generated password to the email address you provided. You are responsible for maintaining the confidentiality of the password and of controlling access to your account. You are fully responsible for all activities that occur under your password or with respect to your account. You must ensure that all uses of your account and password comply with this Agreement. Your password and account may not be shared, and you may not permit any other person to use them.

### 5. TERM AND TERMINATION

This Agreement commences on the date of acceptance by you of this Agreement and continues until terminated by eCom or you in accordance with the terms of this Agreement.

You may terminate the Service by giving written notice (via email or by letter) to eCom. If you cancel the Service, your cancellation will take effect at the end of your billed contract, or 90 days after eCom receives the notice, whichever is longer (the "Termination Date"). eCom will not be required to waive or refund any fees incurred prior to the Termination Date.

Upon termination of this Agreement, all your details will be removed from the system within 30 days where you will no longer be able to access the eNet Website or Service and all information contained therein will be purged from our system 30 days after the Termination Date. You agree to release, indemnify, and hold harmless eCom from any liability for the deletion of such information or content.

eCom may, under certain circumstances and without prior notice, immediately terminate your access to the Service and the eNet Website. Cause for such termination shall include, but not be limited to (a) breaches or violations of the Agreement, including the failure to pay fees that are due, (b) requests by law enforcement or other government agencies, (c) a request by you, or (d) suspected illegal or immoral behavior. Such termination of the Service may result in the immediate forfeiture and relinquishment of all of your or your company's information and/or content on the Services.

### 6. FEES

Upon enrollment, you will receive a free trial period of fourteen (14) days free of charge (the "Free Trial"), in order to experience the features and functionalities of our services prior to making a purchasing decision. You will have access to the full application and support service. The free trial period starts on the date your account is created and lasts for fourteen (14) days.

eCom have the absolute and unconditioned right to modify the terms and conditions of the Free Trial or to discontinue it entirely at any time, without prior notice.

After your Free Trial, to continue receiving the Service, you must pay the Fees. You will not be eligible for another free trial. You may add additional End Users by contacting your account manager.

Annual licenses can be paid monthly, client shall be liable for all fees and taxes for the duration of the year, unless terminated in accordance with section 5. Client shall be responsible for all taxes associated with any transaction contemplated by any agreement, including but not limited to Sales and Use and Excise taxes.

### 7. SURVIVAL

The terms of Sections 8, 9, 10, 14, 15, 16, 17, and 18 shall survive any expiration or termination of the Agreement.

**8. PRIVACY POLICY**

All Registration data and other information that is collected by eCom is subject to our Privacy Policy and will be maintained in accordance with eCom's Acceptable Use policy, included by reference herein and attached hereto.

[Privacy Policy](#)

[Acceptable Use Policy](#)

**9. RESTRICTIONS ON USE OF SERVICE**

Your use of the Services is governed by the Acceptable Use Policy then in place, as may be modified by eCom from time to time, which is attached hereto and incorporated herein by reference as if it was reproduced in its entirety here.

eCom reserves the right not to post any data or materials to, or to remove any data or materials from, its site without notice to you or any other user and without liability to eCom. You agree to indemnify, release, and hold harmless eCom from any claims or allegations that may result from such removal. Further, you agree to release eCom from any liability, cost or damage arising out of any action or inaction of any End User while using or accessing the Service, or arising from or related to your or any End User's use of the Service.

**10. OWNERSHIP OF WEBSITE ACCOUNT AND SECURITY**

The Services, including the eNet Website, may not be used for any purpose not expressly permitted by this Agreement. Your use of the Services does not transfer to you any ownership or other rights in the Services or its content. You agree to refrain from copying, imitating, reproducing, republishing, uploading, posting, transmitting, modifying, reverse engineering, indexing, cataloging, or distributing in any way, in whole or in part, the Services, the eNet Website, or any part thereof without express written permission from eCom.

You are responsible for all activity (other than that of eCom) occurring on your pages of the Services. You agree to abide by all applicable Laws and the terms of all agreements between you and eCom in connection with your use of the Service. You are responsible for maintaining the security and overseeing your pages of the eNet Website and the activities that occur through your account, including those of Any End User associated with you.

You agree to take all reasonable steps to secure your account, including but not limited to securely maintaining your password and login credentials and logging out of your account at the end of each session. You must notify eCom immediately if you learn of any unauthorized use of your password or Administrator account, or any other breach of security or of this Agreement.

You agree that all user names and passwords remain the property of eCom and may be cancelled, changed or suspended at any time by eCom without notice and without eCom incurring any liability for the same. eCom is not under any obligation to verify the actual identity or authority of any user who has accessed the eNet Website via your user name and password.

You agree that eCom is not liable for any loss or damage from your failure, or any End User's failure, to fully comply with the terms of this Agreement. Under no circumstances will eCom be liable, in any way, for any such acts of commission or omission by you or an End User, including any damages of any kind incurred as a result of such acts of commission or omission.

**11. ACCOUNT HOLDER/END USER/ENROLLEE OBLIGATION & RESPONSIBILITIES & IPR**

## eNetReality On Demand Application SERVICE AGREEMENT

You are permitted to post content on your pages of the eNet Website (“Content”). eCom is not responsible for any Content that you upload, post, transmit or otherwise make available via the Service, and you agree to indemnify and hold harmless eCom from any liability associated with content posted by you or any End User.

You hereby agree that you are the owner or validly authorized licensee with respect to any and all Content provided by you for use on the Service, and you hereby grant to eCom a worldwide, non-exclusive license to copy, store, transmit, digitally display and otherwise distribute such content to your End Users as part of the Service. Under no circumstances will eCom be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, transmitted or otherwise made available via the Service. eCom has the right to remove any Content that in eCom’s sole judgment violates the spirit or letter of this Agreement or with respect to which eCom receives any complaint or allegation of infringement.

Third party content is governed by the suppliers' own license arrangements, available on request.

You acknowledge and agree that your End Users will be required to accept reasonable Terms of Use prior to granting them access to the Services.

### **12. WARRANTIES AND DISCLAIMERS**

THE SERVICE IS PROVIDED ON AN “AS IS” BASIS AND USE OF THE SERVICE IS AT YOUR OWN RISK. ECOM DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM ANY COURSE OF DEALING, USAGE OR TRADE PRACTICE. ECOM DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

ECOM DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM ECOM’S DATA CENTER AND THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS TAKEN OR THE FAILURE TO ACT BY THESE THIRD PARTIES CAN PRODUCE SITUATIONS IN WHICH YOUR OR AN END USER’S CONNECTION TO THE INTERNET MAY BE IMPAIRED OR DISRUPTED. ALTHOUGH ECOM WILL USE COMMERCIALY REASONABLE EFFORTS AS IT DEEMS APPROPRIATE TO AVOID AND ADDRESS SUCH OCCURRENCES, ECOM CANNOT GUARANTEE THAT THEY WILL NOT OCCUR. ACCORDINGLY, ECOM DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH OCCURRENCES.

**YOU ARE RESPONSIBLE FOR MAINTAINING AND BACKING-UP ANY OF YOUR DATA AND INFORMATION THAT MAY RESIDE ON THE SERVICES, INCLUDING THE eNET SERVICE.** ECOM DOES NOT WARRANT THAT (I) THE SERVICE WILL MEET YOUR SPECIFIC REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, OR (V) ANY ERRORS IN THE WEBSITE OR RELATED SOFTWARE WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU AGREE TO ASSUME RESPONSIBILITY FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR ANY LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

## eNetReality On Demand Application SERVICE AGREEMENT

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE AGREEMENT.

### 13. LIMITATIONS OF LIABILITY.

**Exclusions.** YOU AGREE THAT IN NO EVENT WILL ECOM BE LIABLE TO ANY THIRD PARTY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR TO YOU FOR ANY LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, LOSS OF DATA, OR INTERRUPTION OR LOSS OF USE OF THE SERVICE OR INTERRUPTION IN YOUR BUSINESS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

**Limitations.** YOU AGREE THAT ECOM, ITS AFFILIATES, OWNERS, SHAREHOLDERS, EMPLOYEES, OFFICERS, AND AGENTS SHALL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY LOSS OR DAMAGE, WHETHER DIRECT OR INDIRECT, RESULTING FROM DELAYS OR INTERRUPTIONS OF SERVICE DUE TO MECHANICAL, ELECTRICAL, OR OTHER DEFECTS OR DIFFICULTIES, STORMS, STRIKES, WALK-OUTS, EQUIPMENT, OR SYSTEMS FAILURES, OR OTHER CAUSES OVER WHICH ECOM, ITS AFFILIATES, OWNERS, SHAREHOLDERS, EMPLOYEES, OFFICERS, OR AGENTS AGAINST WHOM LIABILITY IS SOUGHT HAVE NO REASONABLE CONTROL, OR FOR LOSS OR DAMAGE, DIRECT OR INDIRECT, RESULTING FROM INACCURACIES, ERRONEOUS STATEMENTS, ERRORS OF FACTS, OMISSIONS, OR ERRORS IN THE TRANSMISSION OR DELIVERY OF SERVICES OR ANY DATA PROVIDED AS A PART OF THE SERVICE.

**Maximum Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, ECOM'S MAXIMUM AGGREGATE LIABILITY TO YOU RELATED TO OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE TOTAL AMOUNT PAID BY YOU IN THE PRECEDING THREE MONTH PERIOD TO ECOM FOR THE SERVICE.

**Consequential Damages.** ECOM SCOTLAND WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL LOSSES DUE TO YOU OR YOUR END USERS OPERATION OF THE SYSTEM.

**Time Limitation.** YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THE SERVICE OR THE AGREEMENT MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR IT SHALL BE DEEMED WAIVED.

### 14. ADDITIONAL SOFTWARE

With respect to any additional software that may be made available by eCom in connection with the Services, if you elect to download or access such additional software, you understand that you may be required to agree to additional terms and conditions before you use such software.

### 15. EXTERNAL LINKS

The Services, including the eNet Website, may provide links to other Internet sites or resources. eCom has no control over such sites and resources and is not responsible for any damage or loss resulting from your access or use of such site.

### 16. INDEMNIFICATION

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The Company agrees to indemnify, reimburse, defend, and hold harmless eCom, and its subsidiaries, affiliates, related entities, officers, directors, shareholders, agents, co-branders or other partners, employees, customers, successors and assigns from any liability, cost, expense, loss, claim or demand, including legal fees and costs (collectively, "Losses") resulting or arising from any breach of any part of this Agreement, any use of the Service or any loss arising out of the conduct of the Company's business, including but not limited to any of the following actions taken by the Company, your End Users, or other representatives of you or users of the Service through your account: (a) infringement or misappropriation of any intellectual property rights; (b) defamation, libel, obscenity, slander, pornography, or violations of rights of privacy or publicity; (c) spamming or other offensive, harassing or illegal conduct or action; or (d) any other violations of applicable Laws and the terms of all agreements between you and eCom in connection with your use of the Service. Each party agrees to provide prompt written notice of the existence of any potential Loss of which it becomes aware of, and eCom shall have an opportunity to participate in the defense thereof.

### 17. MODIFICATIONS

eCom reserves the right at any time, and from time to time, to modify or discontinue, temporarily or permanently, the Services (or any part thereof) or to modify usage fees with thirty (30) days' notice. The Company agrees that eCom shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Services. eCom will refund any pre-paid fees paid for any discontinued Services.

### 18. INTELLECTUAL PROPERTY

The Services and all applicable software/programming code, trademarks, marketing systems, etc. used in connection with the Services ("Software") contain proprietary and confidential information of eCom. Except as expressly authorized in writing by eCom, you agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Services or the Software, in whole or in part. You further agree not to make any use of eCom's trade or service marks, except as specifically authorized by eCom.

### 19. SECURITY

eCom implements appropriate technical and operational measures to safeguard the security and safety of our applications and to protect your data (including personal data we process on your behalf) against accidental or unlawful destruction or accidental loss, modification, unauthorized disclosure and access. Systematical backups are created in real-time on the cloud service provided in eCom's hosting partners' data centre, with full backups every night to an off-site location. It remains your responsibility to always provide your own back up of any content you might have provided to the service. You also have a responsibility to ensure against virus, computer crime, illegal use by third parties or unauthorized use.

### 20. MISCELLANEOUS

**Force Majeure.** Except for the obligation to pay money, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, pandemic, labor shortage or dispute, governmental act or failure, or failure of the Internet, provided that the delayed party: (a) gives the other party prompt notice of such a cause, and (b) uses commercially reasonable efforts to promptly correct such a failure or delay in performance.

**Governing Law.** The Agreement and the relationship between you and eCom shall be governed by and construed in accordance with the laws of the state of Georgia USA.

## eNetReality On Demand Application SERVICE AGREEMENT

**Waiver.** The failure of eCom to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision.

**Merger.** This Agreement, along with the attached schedules and appendices, including but not limited to eCom's Terms and Conditions of Sale, the eNet SAAS description, eCom's Privacy Policy (as then in effect), the Acceptable Use Policy (as then in effect), the applicable Terms of Use, eCom's Cookie Policy, and the Terms of Billing, along with all applicable laws, statutes, regulations, rules, court orders, and treaties constitute the entire agreement between you and eCom and govern your use of the Services, superseding any prior agreements between you and eCom including, but not limited to, any prior versions of this Agreement, any oral or written agreements or discussions of the Services prior to or subsequent to the execution of this Agreement, and any advertising materials. You also may be subject to additional terms and conditions that may apply when you use other eCom services or third-party content, software, or services.

**Severability.** If any provision of the Agreement or any of the other above referenced documents is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in such provision to the extent possible, and all other provisions of the Agreement shall remain in full force and effect.

**Notices.** Any communication required to be sent or described by this Agreement shall be in writing, and sent by email, facsimile, or by registered mail with proof of delivery. Any such communication shall be sent to you at the address, email address, and/or fax number provided when you register or enroll for the Services.

Any notice to eCom may be sent to:

**eCom USA Learning Solutions, LLC**  
320 E. Clayton St., Suite 500  
Athens, Georgia 30603  
[connect@ecom-usa.com](mailto:connect@ecom-usa.com)