

ECCTIS LTD TERMS AND CONDITIONS: MEMBERSHIP SERVICES

1. Definitions

- 1.1 In these terms and conditions “Terms and Conditions” the following shall have the meaning set out in this clause unless the context otherwise requires.
- ‘ECCTIS Ltd’ ECCTIS Ltd, a company registered in England and Wales at Companies House with company number 02405026 and with VAT registration number GB 535 71 04 56, and the provider of the Services and the owner of the Website.
- ‘Contract Price’ The price payable by the Customer to ECCTIS Ltd for the Services and listed in the Order Confirmation.
- ‘Customer’ The customer of ECCTIS Limited listed in the Order Confirmation that accompanies these Terms and Conditions.
- ‘Order Confirmation’ The document of this name which is communicated alongside these Terms and Conditions and which outlines which Services are included in the Customer’s chosen package.
- ‘Party’, ‘Parties’ ECCTIS Ltd or the Customer or both collectively
- ‘Services’ The services supplied by ECCTIS Ltd and listed in the Order Confirmation
- ‘Website’ The website, including databases and online training platform, of ECCTIS Ltd

2. Scope of the Terms and Conditions

- 2.1 The Terms and Conditions include the Schedules and the Order Confirmation which together constitutes the contract between the Parties.
- 2.2 The Terms and Conditions apply to all the Services which are listed in the Order Confirmation and are provided by ECCTIS Ltd to the Customer.
- 2.3 Any variation of the Terms and Conditions in any document of the Customer is inapplicable unless accepted in writing by ECCTIS Ltd.

3. ECCTIS Ltd Obligations

- 3.1 ECCTIS Ltd will provide the Services in return for the Contract Price.
- 3.2 ECCTIS Ltd will only provide the Services listed in the Order Confirmation.
- 3.3 The obligations of ECCTIS Ltd and other terms relating to specific Services are contained in the Schedules to this Agreement as follows:
- | | |
|------------|------------------------|
| SCHEDULE 2 | Online Databases |
| SCHEDULE 3 | Member enquiry support |
| SCHEDULE 4 | Training places |
| SCHEDULE 5 | Conference places |
- 3.4 ECCTIS Ltd reserves the right to subcontract the fulfilment of any of its obligations or Services or any part thereof.
- 3.5 Any time or date proposed by ECCTIS Ltd for the provision or start of Services is given and intended as an estimate only and ECCTIS Ltd shall not be liable for any loss or damage whether arising directly or indirectly out of delay in performance. For the avoidance of doubt, time is not of the essence of the Services or the contract.

4. Customer Obligations

- 4.1 The Customer will pay the Contract Price in return for the Services.
- 4.2 The Customer agrees that the Services are provided for the purposes of informing recruitment or admission decisions on behalf of the Customer (‘Use-case’). The Customer will only use the Services for their own internal decision-making purposes and will not offer or exploit the Services for any other purpose, whether for

commercial or any other reason, whether on or off the Customer's premises or online, and whether for financial gain or not, including:

- 4.2.1 Reselling or repackaging the Services, part of the Services, or any information contained within the Services outside of the Customer organisation to any third party (including other legal entities, or legal or natural persons);
 - 4.2.2 Publishing or otherwise distributing any Intellectual Property contained in the Services;
 - 4.2.3 Utilising the Services in such a way as to provide solutions or services (including decision making) to any third-party (including other legal entities, or legal or natural persons); or
 - 4.2.4 Any other similar purpose that is outside the agreed Use-case or analogous to the foregoing.
- 4.3 For the avoidance of doubt any breach of Clause 4.2 will constitute a material breach of these Terms and Conditions and will entitle Ecctis Ltd to immediately terminate the agreement between the Parties and cease provision of the Services to the Customer.
- 4.4 The obligations of the Customer and other terms relating to specific Services are contained in the Schedules to this Agreement as follows:
- | | |
|------------|------------------------|
| SCHEDULE 2 | Online Databases |
| SCHEDULE 3 | Member enquiry support |
| SCHEDULE 4 | Training places |
| SCHEDULE 5 | Conference places |

5. Term and Termination

- 5.1 The contract between the Parties will commence on the "Commencement Date" indicated in the Order Confirmation.
- 5.2 Subject to Clause 5.3, the contract will continue for a term of 12 calendar months from the Commencement Date unless otherwise agreed and recorded in writing in the Order Confirmation (the "Contract Term").
- 5.3 The contract may be terminated as follows:
 - 5.3.1 on expiry of the Contract Term;
 - 5.3.2 Immediately at any time by ECCTIS Ltd if the Customer is in material breach of any of the terms of the Terms and Conditions, including but not limited to the non-payment of invoices or payment schedules in accordance with these Terms and Conditions;
 - 5.3.3 by notice by ECCTIS Ltd at any time, whereupon the Services will cease at the end of the Contract Term.

6. Payment and Costs

- 6.1 The Customer will pay the Contract Price in Great British Pounds (£/GBP) within 30 days of receipt of invoice.
- 6.2 ECCTIS Ltd will not commence provision of Services until Payment has been received.
- 6.3 The Contract Price does not include VAT, local taxes or bank or exchange rate charges that may be incurred by the Customer. Where VAT, local taxes or bank or exchange rate charges are payable, these must be paid by the Customer.
- 6.4 ECCTIS Ltd will not provide refunds where the Customer seeks to terminate the contract part way through the Contract Term.

7. Variation and Complaints

- 7.1 Any complaints about any aspect of the Services should be directed towards the ECCTIS Ltd Account Manager listed on the Order Confirmation.
- 7.2 ECCTIS Ltd may at any time:

- 7.2.1 vary the Services we provide, save that such variations will not significantly reduce the value of the Services to the Customer;
- 7.2.2 vary these Terms and Conditions. ECCTIS Ltd will notify the Customer of changes, whereupon continued use of the Services thereafter will constitute acceptance of them.
- 7.3 Any request by the Customer to vary the Services provided under these Terms and Conditions should be made to the ECCTIS Ltd Account Manager listed on the Order Confirmation. Any requests by the Customer can be accepted or rejected by ECCTIS at their absolute discretion, but will usually be dealt with as follows:
 - 7.3.1 Requests to add additional Services will, subject to availability, be accepted. Where additional Services are added, either a pro rata payment or an agreed fixed cost will be applied for the remainder of the Contract Term. Changes will be confirmed by ECCTIS Ltd to the Customer in writing.
 - 7.3.2 Requests to vary the Services to reduce or remove Services will only come into effect after the Contract Term has expired, on renewal. No refunds will be given.

8. Whole Agreement

- 8.1 The Terms and Conditions supersede and replace any previous agreement between the Parties whether oral or in writing in relation to the provision of the Services. The Customer hereby agrees that in accepting the Terms and Conditions it has not relied upon any warranty or representation made by or on behalf of ECCTIS Ltd save where expressly stated in the Terms and Conditions
- 8.2 The Parties hereby agree that the Terms and Conditions constitute the whole agreement between the Parties in respect of the provision of the Services.
- 8.3 The Parties agree that any variation to the Terms and Conditions will only come into effect if it is in writing and signed by both Parties.
- 8.4 Nothing in this clause shall be construed as limiting or excluding either Party's liability to the other for fraud or deceit in inducing the acceptance of the Terms and Conditions.

9. Limitations and Exclusions

- 9.1 Whilst ECCTIS Ltd will endeavour at all times to comply with its legal and contractual obligations, it does not accept liability for any loss suffered by the Customer as a result of any delay, mistake, error, omission, unavailability, failed access, misrepresentation, misdescription, breach of contract, breach of duty, or other act or omission (unless fraudulent) however made or caused more than a refund of any sum paid for the Services the subject of a claim.
- 9.2 ECCTIS Ltd does not accept liability for any consequential economic or other losses suffered by the Customer whether resulting from misrepresentation, misdescription, breach of contract breach of duty or other act or omission (unless fraudulent) however caused.
- 9.3 ECCTIS Ltd provides its data, information and Services in the form of evidence-based opinion arrived at using expertise in the field and a well-developed methodology for comparing international qualifications. Whilst every effort is made to ensure the information provided to the Customer is up-to-date and accurate, it is provided in an advisory capacity. ECCTIS Limited will not be liable for any direct, indirect, consequential or other losses suffered by the Customer in the event of the Customer making decisions based on information or advice provided by ECCTIS Ltd whether or not the information provided is shown to be erroneous.

- 9.4 Nothing in these Terms and Conditions shall limit the right of any Party to seek to recover damages for personal injury or death occasioned by breach of contract or breach of duty by ECCTIS Ltd.
- 9.5 Each of the above exclusions of limitations shall be construed as a separate and severable provision of the Terms and Conditions.

10. Third Party Rights

- 10.1 The Parties agree that it is not intended that any rights should be conferred upon or enforceable by any third party as defined in the Contracts (Rights of Third Parties) Act 1999.

11. Force Majeure

- 11.1 ECCTIS Ltd shall not have any liability to the Customer for any delay, omission, failure or inadequate performance of its obligations under the Terms and Conditions which is the result of Force Majeure circumstances beyond the reasonable control of ECCTIS Ltd. Where so affected in its performance of its obligations under these Terms and Conditions, ECCTIS Ltd will notify the Customer as soon as is reasonably possible.
- 11.2 *Force Majeure* includes but is not limited to civil commotion, war and terrorist action, state action, industrial action whether lawful or otherwise, non-availability of raw materials, components and labour at commercially viable prices, unavoidable accident, fire, flood, earthquake, subsidence, epidemic and other natural or physical disasters.

12 Intellectual Property Rights

- 12.1 All intellectual property rights in the design and contents of the Website or any materials produced by ECCTIS Ltd and made available to the Customer in any way, including but not limited to trademarks, product names, logos, designs and get-up belong either to ECCTIS Ltd or the United Kingdom Government.
- 12.2 The Customer may not take copies of any part of the Website save that short extracts may be copied, or screenshots taken, where absolutely necessary for the purposes of internal record keeping. For the avoidance of doubt, such internal record keeping purposes may include internal and external compliance audits (e.g. by the Home Office).
- 12.3 The Customer may not use the logo, brand, trade mark and/or trade name of ECCTIS Ltd, UK ENIC or any other associated logo, brand, trade mark or trade name without ECCTIS Ltd's express permission. ECCTIS Ltd may withhold permission at its absolute discretion.

13. Law and Jurisdiction

- 13.1 The Terms and Conditions and the context are subject to and construed in accordance with the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction.

14. Invalid Clauses

- 14.1 In the event that any of these Terms and Conditions is found to be invalid or otherwise unenforceable then such term shall be regarded and construed as severable from the remaining Terms and Conditions so as not to affect the validity and enforceability of the remainder.

15 Data Protection

- 15.1 The Parties agree to adhere to any data protection legislation from time-to-time in force in the United Kingdom.
- 15.2 For the purposes of clause 15.1, the Parties agree to comply with the Data Processing clauses set out in SCHEDULE 1.

16 Notices

- 16.1 Any notice to be given under the Terms and Conditions shall be in writing and shall be sent by recorded delivery mail, insured courier or email.
- 16.2 If the notice is sent by:
 - 16.2.1 recorded delivery mail or insured courier, it shall be sent to the address of the relevant Party set out either in:
 - 16.2.1.1 Clause 1 if notice is being given to ECCTIS Ltd by the Customer;
 - 16.2.1.2 the Order Confirmation if notice is being given to the Customer by ECCTIS Ltd.
 - 16.2.2 email, it shall be sent to the email addresses of the relevant contacts listed in the Order Confirmation with the Customer also copying in the address: members@ecctis.com.
- 16.3 Parties may from time to time notify the other Party, in accordance with this Clause, such other mail or email address to which notices shall be sent.
- 16.4 Notices sent as above shall be deemed to have been received as follows:
 - 16.4.1 3 working days after the day of posting in the case of notices mailed from the United Kingdom
 - 16.4.2 7 working days after posting in the case of notices mailed from outside the United Kingdom
 - 16.4.3 The next working day after sending in the case of notices communicated via email (working days exclude Saturdays, Sundays and UK public holidays) provided that no error message indicating failure to deliver has been received by the sending Party.

SCHEDULE 1: DATA PROCESSING**I Scope of the Schedule and Definitions**

- a) The Parties agree to comply with the data protection provisions set out in Clause 15 of the main Terms and Conditions and this Schedule 1 in order to protect the rights and freedoms of Data Subjects whose Personal Data is shared between the Parties.
- b) The provisions set out in Clause 15 of the main Terms and Conditions and this Schedule 1 are intended to comply with the requirements set out in the General Data Protection Regulations (“GDPR”) and will apply regardless of the perceived applicability of the GDPR to either of the Parties.
- c) The Parties agree that for the purposes of this Schedule, the following terms shall have the following meanings:

‘Data Controller’, Shall have the meanings given respectively to those terms in Article 4
Data Processor’, of the GDPR.

‘Processing’,

‘Personal Data

Breach’ and ‘Data
Subject’.

‘Personal Data’ Means all such personal data as defined in Article 4 of the GDPR that is to be Processed by ECCTIS Ltd on behalf of the Customer in delivering the Services covered by the Terms and Conditions and described in Annex 1 to this Schedule 1.

‘Sub-Processor’ Means a sub-processor appointed by ECCTIS Ltd to process the Personal Data

‘Sub-Processing Agreement’ Means an agreement between the Data Processor and a Sub-Processor governing the Personal Data Processing carried out by the Sub-Processor as described in Clause VI

- d) The Parties agree that where Processing of Personal Data takes place in relation to any of the Services covered by the Terms and Conditions, the Customer is the Data Controller, and ECCTIS Ltd is the Data Processor of the Personal Data.

II Processing of Personal Data by ECCTIS Ltd

- a) ECCTIS Ltd will only Process Personal Data received from, or collected from the Customer:
 - i For the purposes (set out in Annex 1 to this Schedule 1) of delivering the Services and not for any other purpose; and
 - ii To the extent and in such manner as is necessary for those purposes; and
 - iii Strictly in accordance with the express written authorisation and instructions of the Customer, whether provided by the Terms and Conditions, or otherwise; or
 - iv As may be required by law in which case ECCTIS Ltd shall inform the Customer of the legal requirement in question before Processing the Personal Data for that purpose unless prohibited from doing so by law.
- b) ECCTIS Ltd will ensure that:
 - i all personnel that will access the Personal Data have been suitably trained on their data protection responsibilities under UK law including the GDPR, and how it relates to the Terms and Conditions;
 - ii appropriate technical and organisational measures are implemented to prevent the unauthorised and/or accidental loss of, destruction of, or damage to the Personal Data, ensuring levels of security that are appropriate and proportionate to the harm that may result from such Processing, loss, or damage, to the nature of the Personal Data.

- c) ECCTIS Ltd will provide all reasonable assistance to the Customer in complying with its obligations under the GDPR with respect to the security of Processing, the notification of Personal Data breaches, the conduct of data protection impact assessments, and in dealings with the ICO and/or any other applicable supervisory authority.

III Data Subject Rights, Complaints, and Personal Data Breaches

- a) ECCTIS Ltd will assist the Customer in complying with their obligations under the GDPR in relation to the following:
 - i The exercise by Data Subjects of their rights (including subject access rights, the rights to rectification and erasure of Personal Data, the rights to object to Processing, restrict Processing, and rights relating to automated Processing) complaints and Personal Data breaches.
 - ii Notices served on the Parties by the Information Commissioner's Office or any other applicable supervisory authority under the GDPR, or any other relevant national data protection legislation.
 - iii Personal Data Breaches insofar as they affect Personal Data that is the subject of the Terms and Conditions, including notifying the Customer of the existence and details of any data breach without undue delay.
 - iv Providing information to facilitate the Customer in developing Data Protection Impact Assessments and/or consulting with any supervisory authority in relation to the lawfulness of Processing.

IV Compliance and Audits

- a) ECCTIS Ltd will, on at least 14 days prior notice, and at the cost of the Customer, submit to audits and inspections and provide the Customer with any information reasonably required in order to assess and verify the provisions of this Schedule 1 and both Parties compliance with the GDPR.

V Provision and Management of Personal Data by the Customer

- a) The Customer will limit the Personal Data it provides to ECCTIS Ltd to that information that is absolutely necessary to allow ECCTIS Ltd to deliver the Services.
- b) The Personal Data provided by the Customer to ECCTIS Ltd will be limited to that listed in Annex 1 to this Schedule 1 and:
 - i Personal Data should only be provided to ECCTIS Ltd for the purposes of member enquiries where it is absolutely necessary to allow resolution of that enquiry – i.e. Personal Data should ordinarily be removed, and documentation anonymised, save where it is impossible to resolve the enquiry without it.
 - ii the Customer is responsible for ensuring information provided to ECCTIS Ltd is accurate and up-to-date at the point of provision.
 - iii the Customer is responsible for maintaining the accuracy of Customer Staff data provided for the purposes of accessing the Services (User and Power User Personal Data) via the member portal. Customer Staff data should be reviewed on an annual basis and deleted by the Customer when no longer in use.
 - iv the Customer hereby warrants, represents, and undertakes that transfer or provision of Personal Data to ECCTIS Ltd is lawful in all respects (in particular with the GDPR) including, but not limited to, its collection, holding, and Processing, and that the Customer has in place all necessary and appropriate consents and notices to enable the lawful transfer of the Personal Data to ECCTIS Ltd.

VI Sub-Processors and Cross-border Transfers

- a) Save for any Sub-Processors listed in this Schedule 1 (in Annex 2), or otherwise agreed in writing, ECCTIS Ltd will not sub-contract any data Processing activities to any third party.
- b) Where the ECCTIS Ltd appoints Sub-Processors in accordance with sub-paragraph a) above, ECCTIS Ltd will:
 - i enter into a Sub-Processing Agreement with the Sub-Processor which shall impose upon the Sub-Processor the same obligations as are imposed upon ECCTIS Ltd by this Schedule 1.
 - ii ensure that the Sub-Processor complies fully with its obligations under the Sub-Processing Agreement and the Data Protection Legislation and does not process any of the Personal Data except on the instructions from the Customer.
 - iii maintain control over all Personal Data transferred to any Sub-Processor
- c) Save where listed in this Schedule 1 (in Annex 2), or otherwise agreed in writing, ECCTIS Ltd will not transfer (other than to the Customer) or otherwise process any of the Personal Data outside of the European Economic Area ('EEA') without the prior written consent of the Customer.
- d) In the event that the Customer consents to an overseas transfer in accordance with point c) above, ECCTIS Ltd will ensure that such transfers comply with lawful transfer mechanisms set out in the GDPR. Where transfers are specifically notified in this Schedule 1, the lawful mechanism is set out in Annex 2.

VII Deletion and/or Disposal of Data

- a) Unless otherwise required by law, ECCTIS Ltd will delete, or where requested return, the Personal Data to the Customer in the following circumstances:
 - i at any time, in accordance with the retention periods set out in Annex 1 to this Schedule 1; or
 - ii at the written request of the Customer within a reasonable time following the end of the provision of the Services; or
 - iii at the written request of the Customer within a reasonable time following termination of the contract; or
 - iv at any time where the Processing of the Personal Data is no longer required for the performance of the Services.

VIII Indemnity

- a) The Customer shall be liable for, and shall indemnify (and keep indemnified) ECCTIS Ltd in respect of any and all action, proceeding, liability, cost, claim, loss, expense (including reasonable legal fees and payments on a solicitor and client basis), or demand suffered or incurred by, awarded against, or agreed to be paid by, ECCTIS Ltd and any Sub-Processor arising directly or in connection with:
 - i any non-compliance by the Customer with the GDPR or other applicable data protection legislation affecting the Personal Data
 - ii any Personal Data Processing carried out by ECCTIS Ltd in accordance with instructions given by the Customer that infringe the GDPR or other applicable data protection legislation; or
 - iii any breach by the Customer of its obligations under this Schedule 1.
- b) Nothing in this Schedule 1 (and in particular, this Clause VIII) shall relieve either Party of, or otherwise affect, the liability of either Party to any Data Subject, or for any other breach of that Party's direct obligations under the GDPR or any other applicable data protection legislation.

Annex 1 to Schedule 1: Personal Data

Category of Data Subject	Type of Personal Data	Nature of Processing	Purpose of Processing	Retention of data
Staff of the Customer	Name, contact details, job title, department.	Collection, organisation, structuring, storage, use, alignment / combination, restriction, erasure.	Provision of the Services to the Customer, including allowing access to Online Databases, training and events, and contacting the Customer.	Until deleted by the Customer, or alternatively for the duration of any Contract Term plus 2 years.
Data Subject Data provided by Customer – ONLY TO BE PROVIDED WHERE ABSOLUTELY NECESSARY FOR PROVISION OF THE SERVICE	Name, date of birth, contact details, qualification and education information	Collection, organisation, structuring, storage, use, alignment / combination, restriction, erasure.	For the provision of specific member enquiry services where anonymised data is insufficient for the purposes.	Deleted as soon as reasonably practicable and no later than 3 months following the latter of either: <ul style="list-style-type: none"> • provision of the Service (completion of the enquiry) or; • where enquiries remain open on the system, the last communication from the Customer following which the enquiry will need to be re-submitted.

Annex 2 to Schedule 1: Sub-Processors

Sub-Processor	Role	Cross-border transfers	Legitimation of transfer
Barracuda Networks Inc.	Off-site back-up	Potentially - United States of America	EU standard contractual clauses.

SCHEDULE 2: TERMS RELATING TO ONLINE DATABASES**I Licence and Title**

- a) ECCTIS Ltd will provide the Customer with access to the online databases listed in the Order Confirmation (“Online Databases”) and grants to the Customer a licence to access and use the Online Databases subject to any restrictions outlined in the Terms and Conditions.
- b) The licence granted by ECCTIS Ltd to the Customer at Clause I a) of this SCHEDULE 2 is non-exclusive and non-transferrable.
- c) ECCTIS Ltd will use all reasonable endeavours to ensure the accuracy and completeness of the Online Databases contained on the Website, however no warranty, express or implied is given as to the same.
- d) ECCTIS Ltd will use all reasonable endeavours to provide uninterrupted access to the Online Databases contained on the Website, however no warranty, express or implied is given as to the same.
- e) ECCTIS Ltd will not be liable for any loss, damage or injury (other than death or personal injury caused by the negligence of ECCTIS Ltd) suffered by the Customer howsoever arising from its use of the Website.
- f) ECCTIS Ltd retains title to the Online Databases contained in the Website, and the Customer may not at any time claim any right or title in them, or any information contained therein.
- g) The Customer will not make copies of, lend, sell, provide access or publish the Online Databases or any information contained in them save that short extracts may be copied, or screenshots taken, where absolutely necessary for the purposes of internal record keeping. For the avoidance of doubt, such internal record keeping purposes may include internal and external compliance audits (e.g. by the Home Office).

II User Access

- a) The Customer will nominate a “Power User” who will manage usage of the Online Databases, including allocating access to other users. The Power User may not allocate a user that is not an employee of the Customer.
- b) Access to the Online Databases is limited to the number of users specified in the Order Confirmation. The number of users specified includes the Power User
- c) The allocated users, including the Power User will keep their login details confidential and will not allow any other person or party to access the databases using their login details.
- d) The Power User will ensure all user data is accurate and up to date.
- e) Use of the Online Databases by individual users, and the Customer as a whole, is subject to Ecctis Ltd’s Fair Use Policy which also explains the reasoning behind any restrictions on use. Where the Customer utilises the Online Databases in a way that exceeds or contravenes the Fair Use Policy, Ecctis may contact the Customer to renegotiate the terms on which the Services are offered to the Customer and may, following notice to the Customer, suspend or terminate the Services until resolution has been reached.

SCHEDULE 3: TERMS RELATING TO MEMBER ENQUIRY SUPPORT**I Scope of Member Enquiry Provision**

- a) ECCTIS Ltd will provide a member enquiry service to respond to enquiries raised by the Customer. The member enquiry service will provide clarification and guidance in relation to the information and subject matters provided by the Online Databases.
- b) The level of member enquiry support is limited to enquiries related to those databases that the Customer has subscribed to, and as recorded in the Order Confirmation.
- c) ECCTIS Ltd will only respond to enquiries raised by the Customer where such enquiries are submitted within the Contract Term.
- d) ECCTIS Ltd will only respond to enquiries raised by the Customer if the enquiry is raised by a registered user – i.e. one previously allocated by the Customer's Power User.
- e) ECCTIS Ltd will use all reasonable endeavours to ensure the accuracy and completeness of any information provided in responding to enquiries, however no warranty, express or implied is given as to the same. The Customer relies on any information provided entirely at their own risk.
- f) ECCTIS Ltd will use all reasonable endeavours to provide uninterrupted telephone services to the Customer during office opening hours, however no warranty, express or implied is given as to the same.
- g) ECCTIS Ltd will not be liable for any loss, damage or injury (other than death or personal injury caused by the negligence of ECCTIS Ltd) suffered by the Customer howsoever arising from its use of the member enquiry service.

II Time Limits

- a) ECCTIS Ltd will endeavour to respond to enquiries (other than those that require research) within the response times set out in the Order Confirmation.
- b) No time estimate can be given for enquiries requiring research as ECCTIS Ltd are often reliant on third parties providing information to us in order to provide a response.
- c) The member enquiry response times set out in the Order Confirmation are intended as an estimate only and ECCTIS Ltd shall not be liable for any loss or damage whether arising directly or indirectly out of delay in performance.
- d) Where additional enquiries are purchased beyond the pre-agreed contractual Fair Use Restrictions detailed in clause V below, the completion of these is subject to the availability of Ecctis' resources and turnaround times may vary. The turnaround times will therefore be subject to mutual agreement.

III Customer Obligations

- a) The Customer may submit member enquiries either:
 - i) via the member portal; or
 - ii) over the telephone to the member enquiries telephone line.

IV Data Protection and Member Enquiries

- a) With regard to the protection of Personal Data, when submitting member enquiries, the customer will:
 - i) comply with the provisions set out in Clause 15 and SCHEDULE 1 of the Terms and Conditions;
 - ii) NOT submit information or documents containing the Personal Data of any individual unless it is absolutely necessary to do so;

- iii) where it is not possible to submit anonymised information and/or documents, submit the minimum data necessary for the purpose of the enquiry.
- b) Should there be any conflict between this clause IV of SCHEDULE 3 and the provisions of SCHEDULE 1, the provisions of SCHEDULE 1 will prevail.

V Fair Use Restrictions

- a) Unless otherwise agreed and confirmed in the Order Confirmation, member enquiries are limited to a maximum of 300 per Contract Term. The reasoning behind this can be found in ECCTIS Ltd's Fair Use Policy.
- b) Once the enquiry threshold set out in Clause V a) of this SCHEDULE 3 has been reached, the service will cease for the remainder of the Contract Term unless:
 - i) otherwise agreed and recorded in the Order Confirmation;
 - iii) provided for by the purchase of additional bundles of member enquiries which will be confirmed in writing. Additional bundles will expire at the end of the Contract Term.

SCHEDULE 4: TERMS RELATING TO TRAINING PLACES**I Training Provision**

- a) For the purposes of this Schedule 4 “Training Sessions” may refer either to “Training day delegate places”, “Half-day training places”, “eTraining”, “Webinar Training” or “On-site training (days)” as applicable to the Customer and listed in the Order Confirmation.
- b) ECCTIS Ltd will organise and host Training Sessions throughout the year.
- c) ECCTIS Ltd will communicate Training Sessions to the Customer with an invitation to attend. The method of communication is at the absolute discretion of ECCTIS Ltd.
- d) The dates, times, length, content and venue of the Training Sessions offered are at the absolute discretion of ECCTIS Ltd.
- e) ECCTIS Ltd will not guarantee availability at any of the Training Sessions, which will be limited by availability of places.

II Customer Option to Attend

- a) The Customer has the option to book and attend the number and type of Training Sessions listed in the Order Confirmation. Training should be booked via the online member portal or via an ECCTIS Ltd account manager.
- b) The option to attend ECCTIS Ltd Training Sessions must be exercised within the Contract Term, bookings must be made within any time limits for doing so, and:
 - i) no refunds will be issued should the Customer fail to book Training Sessions taking place within the Contract Term including where Customer representatives are unavailable on the dates specified for any Training Sessions.
 - ii) no refunds will be issued where Training Sessions are booked by the Customer but they or their representative fails to attend the booked session whether intentionally or unintentionally through their own error, due to technical reasons, illness, transport issues or for any other reason that is the fault of the Customer.
 - iii) Training Sessions cannot be carried over to any subsequent Contract Term.
 - iv) no refunds will be issued in the event of Training Sessions being cancelled due to a Force Majeure reason (see Clause 11 of the main Terms and Conditions) however ECCTIS Ltd will try to rearrange any such Training Sessions if it is reasonably practicable to do so.
- c) Customer representatives attending Training Sessions agree to abide by any terms and conditions of attendance which will in no way supersede, amend or replace these Terms and Conditions. Where it is considered that there is any conflict between any terms and conditions for Training Session attendance, and these Terms and Conditions, these Terms and Conditions will prevail.

III Costs

- a) Exercising the option of attending a Training Session provides for attendance only.
- b) Any other costs incurred by the Customer related to attending Training Sessions will be met by the Customer. Such other costs include but are not limited to travel, accommodation and subsistence.
- c) Additional Training Session places over and above those provided for in the Order Confirmation will be chargeable.

SCHEDULE 5: TERMS RELATING TO CONFERENCE PLACES**I Conference Provision**

- a) For the purposes of this Schedule 5, "Conference Places" refers to delegate attendance at one of ECCTIS Ltd.'s Annual Conferences. "Annual Conference(s)" refers to such conference(s) as ECCTIS at its absolute discretion nominates and communicates to the Customer as being applicable and may be international, national, regional or virtual.
- b) ECCTIS Ltd will organise and host at least one Annual Conference in any calendar year.
- c) ECCTIS Ltd will communicate Annual Conference(s) to the Customer with an invitation to attend. The method of communication is at the absolute discretion of ECCTIS Ltd.
- d) The dates, times, length, content, format and venue of the Annual Conference(s) are at the absolute discretion of ECCTIS Ltd.
- e) ECCTIS Ltd may, at their absolute discretion, provide time limits for booking any Customer Annual Conference Places, following which ECCTIS Ltd may not be able to guarantee attendance.

II Customer Option to Attend

- a) The Customer has the option to book and attend the number of Conference Places listed in the Order Confirmation.
- b) The option to attend ECCTIS Ltd Annual Conferences must be exercised within the Contract Term, bookings must be made within any time limits for doing so, and:
 - i) no refunds will be issued should the Customer fail to book places at Annual Conference(s) taking place within the Contract Term including where Customer representatives are unavailable on the dates specified for Annual Conferences.
 - ii) Annual Conference places cannot be carried over to any subsequent Contract Term.
 - iii) no refunds will be issued in the event of an event being cancelled due to a Force Majeure reason (see Clause 11 of the main Terms and Conditions to which this Schedule is attached).
- c) Customer representatives attending an Annual Conference agree to abide by any terms and conditions of attendance which will in no way supersede, amend or replace these Terms and Conditions. Where it is considered that there is any conflict between any terms and conditions for conference attendance, and these Terms and Conditions, these Terms and Conditions will prevail.

III Costs

- a) Exercising the option of a Conference Place provides for entry and attendance to the event only.
- b) Any other costs incurred by the Customer related to attending Annual Conferences will be met by the Customer. Such other costs include but are not limited to travel, accommodation and subsistence.
- c) Additional Conference Places over and above those provided for in the Order Confirmation will be chargeable.

IV Cancellation and Substitution

- a) Information relating to cancellation and substitution will be communicated to the Customer when booking Conference Places and may vary between events.