



Public Online Training Passport

Terms and Conditions

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miso is a trading name of Dotted Eyes Limited

Dotted Eyes Ltd is registered in England. Registered office: 2nd Floor Suite, 37a Waterloo Street, Birmingham, England, B2 5TJ
Company registration number: 4471760. Vat Number: 551 4282 57.

PUBLIC ONLINE TRAINING PASSPORT

TERMS AND CONDITIONS

These pages together with the Dotted Eyes (miso) order form (**Order Form**) tell you the terms and conditions on which we have agreed to provide Online Public Training to you via a Public Online Training Passport. Please read these terms and conditions carefully before ordering a Public Online Training Passport. By ordering a Public Online Training Passport you agree to be bound by these terms and conditions (**Terms & Conditions**).

Miso will not be bound by any standard terms furnished by the Customer in any of its documents, unless the Customer specifically states in writing separately from such terms that it intends such terms to apply and miso acknowledges such notification in writing.

1. Information about us

Miso is a trading name of Dotted Eyes Limited. Dotted Eyes Limited (**Dotted Eyes, miso, we, us or our**) is registered in England and Wales under company number 04471760 and our registered office is 2nd Floor Suite, 37a Waterloo Street, Birmingham, England, B2 5TJ. You are the entity named as the customer on the Order Form (**Customer, you or your**).

2. How this Agreement is formed between you and us

You need to complete an order for the Online Training Passport using the Order Form (**Order**). The Order constitutes an offer by you to us to buy the Online Training Passport. All Orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an invoice and/or an email relating to your Order that confirms that we have accepted your Order (**Order Confirmation**). The agreement between us (**Agreement**) will only be formed when we send you the Order Confirmation.

3. Accepting the Terms

- 3.1. In order to use the Online Training Passport and book Online Training Modules, you must firstly agree to the Terms. You may not attend any of the online Training Modules if you do not accept the Terms.
- 3.2. You can accept the Terms by simply booking an Online Training Module. You understand and agree that miso will treat your booking of an Online Training Module as acceptance of the Terms from that point onwards.
- 3.3. The Terms form a legally binding agreement between you (this includes your organisation its employees, Affiliates and Contractors) and miso in relation to the Online Training Passport and online training provided by us.
- 3.4. The Terms apply to all Attendees of the Online Training Modules.

4. Changes to the Terms

Miso reserves the right to make changes to the Terms & Conditions. from time to time. The most current version of our Terms and Conditions (including the updated date) can be found at www.misoportal.com/legal It is therefore important that you check our website frequently for updates. If you do not agree to the updated Terms and Conditions you must not book or attend an Online Training Module. Your continued booking and attendance of Online Training Modules after the date the updated Terms are posted will constitute your acceptance of the updated Terms and Conditions.

5. Defined Terms & Interpretation

Affiliate: of a Party means any Person which, during the Term, is a subsidiary or sister company, or representative of that Party in which the relevant party, directly or indirectly, owns more than 50% or the shares or is under common control

Agreement: the Order Form(s) together with these Terms & Conditions and any schedules, annexes, appendices and documents referenced in this Agreement.

Applicable Law: means, where applicable to a Party and relevant to this Agreement, any and all (a) legislation, laws, statutes, decisions, rulings, codes, government policies, regulations, by-laws or licensing conditions (including Data Protection Laws); and (b) mandatory industry requirements and regulations, binding codes of practice, and decisions and directions of any relevant governmental or regulatory, co-regulatory, or self-regulatory authority or agency of competent jurisdiction

Attendee: an employee of the Customer who has been booked on to an Online Training Module by the Authorised Administrator.

Authorised Administrator: the nominated individual within the Customer organisation who is authorised to book Online Training Modules for Attendees.

Booking Confirmation: our confirmation to you that an Attendee is booked on to a particular Online Training Module.

Booking Process: the process by which the Customer Authorised Administrator books Online Training Modules for Attendees. See Appendix A.

Business Day: any day which is not a Saturday, Sunday or public holiday in England.

Confidential Information: means all information disclosed by a Party (the “Disclosing Party”) to the other Party (the “Receiving Party”), whether orally or in writing, if designated as confidential, that reasonably should be understood to be confidential given the nature of the information and the circumstances surrounding the disclosure. Confidential Information does not include any information that: (i) is or becomes generally known to the public, other than due to Receiving Party’s breach of this Agreement; (ii) was rightfully known to the Receiving Party before obtaining it from the Disclosing Party; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party without use of the Disclosing Party’s Confidential Information and for which the Receiving Party can provide documentary evidence created at the same time as the development that verifies the development was independent.

Contractor: means those independent third parties who perform services related to this Agreement for you, but solely to the extent they are acting on your behalf.

Customer Data. “Customer Data” means any business information or other data which you provide to miso for the purpose of using the Online Training Passport service.

Customer Personal Data. means all Personal Data processed by miso and its Affiliates on behalf of the Customer under or in connection with this Agreement

Documentation: means any supporting documentation provided by miso in providing the Online Training Service to you.

Data Protection Laws: means any laws and regulations relating to privacy or the use or processing of data relating to natural persons, including: (a) EU Directives 95/46/EC and 2002/58/EC (as amended by 2009/139/EC) and any legislation implementing or made pursuant to such directives, including the Data Protection Act 1998 (the “DPA”) and the Privacy and Electronic Communication (EC Directive) Regulations 2003; and (b) EU Regulation 2016/679 (“GDPR”) and (c) any laws or regulations ratifying, implementing, adopting, supplementing or replacing GDPR. In this Agreement, unless the context otherwise requires, “**Data Controller**”, “**Data Processor**”, “**Data Subject**”, “**Personal Data**”, “**process**”, “**processing**”, “**transfer**” (in the context of Personal Data transfers) and “**appropriate technical and organisational measures**” shall have the meanings and otherwise be interpreted in accordance the GDPR.

Effective Date: the earlier of the date set out in the Order Form(s), the date of this Agreement or the date you first book an Online Training Module.

Fees: the fees for the provision of the Service as set out in Order Form and referred to in clause 14 of these Terms & Conditions.

Force Majeure: means any cause, preventing either Party from performing any or all of its obligations, which is beyond the reasonable control of the Party so prevented and which may include nationwide strikes, lock-outs or other industrial disputes, nuclear accident or acts of God, war or terrorist activity, riot, civil commotion, malicious damage, compliance with any new Applicable Law or change in Applicable Law, breakdown of plant or machinery, internet delays or failures or connectivity issues, fire, flood, storm or default of suppliers or sub-contractors (but only where such supplier or sub-contractor’s default is itself attributable to force majeure as set out here) and any other acts, events, omissions or accidents

Group Company: means in relation to a Party, a company that directly or indirectly controls, is controlled by, or is under common control with any subsidiary or holding company of that Party

Intellectual Property Rights: all patents, copyrights, design rights, trademarks, service marks, trade secrets, know-how, database rights and other rights in the nature of intellectual property rights (whether registered or unregistered) and all applications for the same, anywhere in the world.

Normal Business Hours: 9.00 am to 5.00 pm local UK time, each Business Day, excluding Bank Holidays.

Online Booking Form: a form used by you to book Attendees on to Online Training Modules.

Online Training Course: an online training course made up of a number of Online Training Modules.

Online Training Passport: a bundle of Training Tokens, as detailed in the Order Form(s), that can be used by you to book and attend our Online Training Modules.

Online Training Module: a module within one of our online training courses as published on our website www.misoportal.com.

Online Training Module Cancellation Form: a form used by you to notify us that you wish to cancel an Online Training Module booking.

Order Form(s): an order form completed by you or our Statement of Works or our quotation signed by you, relating to the Services which shall be governed by these Terms & Conditions.

Parties: you and us and “Party” means either you or us (as the context dictates).

Person: means any (i) individual; or (ii) partnership, firm, corporation, limited liability company, joint venture, association, trust, unincorporated organisation, or other legal entity or organisation.

Pre-Course Module Attendance Technical Instructions: minimal technical specification and requirements necessary to attend an Online Training Module.

Strigo.io: www.strigo.io

Sub-Processor: means a miso third party service provider, Group Company or Affiliate appointed by miso to process Customer Data and Customer Personal Data

Term: means a 12 month period commencing on the earlier of the date stated in the Order Form(s), the date of our invoice to you or the date that you book your first Online Training Module with us.

Training Platform: a web based training platform owned by a Strigo.io, a third party, used by us to deliver our Online Training Modules.

Training Token: a unit that is used book and attend Online Training Modules. See Appendix A.

VAT: value added tax chargeable under English law for the time being and any similar additional tax.

In the case of conflict or ambiguity between any provision contained in these Terms & Conditions and any Order Form, these Terms & Conditions shall take precedence.

6. Our Obligations

- 6.1. We shall use reasonable endeavours to provide the Online Training Passport service in accordance with the Order Form(s) in all material respects.
- 6.2. You acknowledge and agree that miso relies on its Group Companies, Affiliates and third party service providers, in order to provide its Online Training Passport service to you, and that as such miso may share and give them access to your Customer and Personal Data in order to supply the Online Training to you under this Agreement. You further acknowledge and agree that such parties may be based in different jurisdictions and shall have access to Customer Data and Personal Data in those jurisdictions.

Full details can be found:

- On our website www.misoportal.com in our:
 - Information Security document
 - Privacy Policy

We reserve the right to change the above policies and documents and their location from time to time. It is therefore important to check our website regularly. Last updated dates will be clearly shown.

- In the appendices to the agreement including:
 - Data Protection
 - Data Processing Activities

We reserve the right to change this Agreement including any appendices contained within and their location from time to time. It is therefore important to check our website regularly. Last updated dates will be clearly shown

- 6.3. We shall remain liable for the acts and omission of any third party engaged by it in the provision of the Services, and our dealings with Sub-Processors and transfers of Customer and Personal Data are governed by the Appendix D(1) Data Protection, the Appendix D(2) Data Processing Activities and our Information Security document and Privacy Policy which can be downloaded by going to www.misoportal.com

7. Your Obligations

- 7.1. You represent and warrant that throughout the term of this Agreement:-
- (a) you will follow the Online Training Module Booking Process.
 - (b) you and each Attendee will follow and adhere to the Pre-Course Module Attendance Technical Instructions.
 - (c) you will ensure that your details and those of each Attendee are accurate and up to date and that we are promptly notified of any changes.
 - (d) you will ensure that Customer Data and Personal Data deemed as special category of Data under GDPR is not given to us in any form unless pre-agreed by us in writing.
- 7.2. You shall ensure that you, the Authorised Administrator and each Attendee keep their course login details for each Online Training Module confidential.
- 7.3. You agree that you will be solely responsible (to miso and others) for all Online Training Module bookings for your organisation.
- 7.4. You agree not to book an Online Training Module for anyone who is not an employee of the Customer organisation and to notify us immediately should an Attendee leave your employment before the commencement of any Online Training Modules they are booked on and are yet to be delivered.
- 7.5. You agree that you are fully responsible for the behaviour of your organisations Attendees whilst attending each Online Training Module. You warrant to cover all reasonable costs incurred by us should an Attendee be found to behave in a manner that causes offence or undue disruption to other attendees or to the trainer.
- 7.6. You agree that all Attendees shall comply with the trainers instructions and understand that failure to comply with the reasonable requests of the trainer may result in an attendee being removed from the Online Training Module and excluded from future Online Training Modules and at our sole discretion the immediate expiration of any unused Training Tokens remaining on your Online Training Passport.
- 7.7. You agree that you will carry out your obligations as described in the Order Form(s)
- 7.8. You shall not, without the prior written consent of miso, at any time from the date of this agreement to the expiry of 12 months after the last date of supply of the Online Training Passport service, solicit or entice away from miso or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant of miso in the provision of the Online Training Passport services

8. Online Training Passport and Training Token Use

- 8.1. The purchase of your Online Training Passport entitles you to the number of Training Tokens as detailed in the Order Form(s).
- 8.2. A minimum order of 5 Training Tokens per Online Training Passport applies.
- 8.3. Training Tokens can be used to book and attend Online Training Modules as detailed in Appendix A.
- 8.4. The number of Training Tokens used for each Online Training Module is as detailed in Appendix

- A.
- 8.5. Training Tokens are valid for a period of 12 month from the date of purchase of your Online Training Passport. Unused Training Tokens cannot be carried forward and refunds of any unused Training Tokens will not be issued.
 - 8.6. Training Tokens will be deducted from your Online Training Passport at the earlier of the date:
 - (a) an Attendee is booked on to an Online Training Module; or
 - (b) an Attendee attends on an Online Training Module.
 - 8.7. Failure by an Attendee to attend all or part of a course Online Training Module for any reason other than those caused by Us will be deemed as if the Attendee had attended the Online Training Module and the relevant Training Tokens will be deducted from your Online Training Passport as if they had attended.

9. Booking Conditions

- 9.1. Each Online Training Module must be booked at least 4 weeks in advance.
- 9.2. Booking of an Online Training Module must follow the Booking Process as detailed in Appendix A.

10. Online Training Module Attendance

- 10.1. Joining instructions will be sent to each attendee as detailed by you during the Booking Process, at least 14 working days before the Online Training Module is due to commence or 3 working days from the date the Online Training Module is booked by you, whichever is the later.
- 10.2. Each Attendee is required to follow the Pre-Course Module Attendance Technical Instructions prior to the Online Training Module date. We will not be responsible for the inability of an Attendee to attend an Online Training Module due to access or technical problems outside of our reasonable control or due to non-compliance of the Pre-Course Module Attendance Technical Instructions by the Attendee.

11. Customer Cancellation of and Non Attendance of an Online Training Module

- 11.1. Your attendance of an Online Training Module may be cancelled by giving us 5 working days notice prior to the date of the Online Training Module due to be attended by following the cancellation process detailed in Appendix C.
- 11.2. Provided the conditions of clause 11.1 are met then the relevant Training Tokens will be added back to your Online Training Passport allocation.
- 11.3. Training Tokens will not be allocated back to the Online Training Passport for cancellations with less notice than per clause 11.1 or non-attendance or part attendance of a booked Online Training Module. Training Tokens will instead be treated as if the Online Training Module has been attended.

12. Cancellation or Postponement by Us of an Online Training Module

- 12.1. We will endeavour to deliver each Online Training Module on the dates booked by you, however we may at our sole discretion cancel or postpone an Online Training Module in the following circumstance:
 - (a) By giving the attendee 5 working days notice for any reason.
 - (b) Without notice under the following circumstances:
 - (i) Our trainer is ill and a suitable replacement trainer is not available
 - (ii) We experience technical problems that we are unable to rectify without causing a minimum of 30 minutes interruption to delivery of the Online Training Module.Attendees due to attend Online Training Modules cancelled or postponed by us will be re-booked on an alternative available date.

13. Customer Data and Customer Personal Data

- 13.1. You, not miso, have sole responsibility for the provision, deletion, correction, accuracy, quality, integrity, legality, reliability, appropriateness, and right to use the Customer Data. Miso is not responsible for any of the foregoing or for any destruction, damage, loss, or failure to store any Customer Data beyond its reasonable control or resulting from any failure in data transmission or operation during the service provided to you by us.
- 13.2. You represent and warrant that you have and will maintain all necessary licences, consents, and permissions necessary to provide the Customer Data to miso and for them to store and process the Customer Data and Customer Personal Data in accordance with the terms of this Agreement.

- 13.3. If miso processes any Customer Data and Customer Personal Data on your behalf when performing its obligations under this Agreement, the Parties acknowledge that you shall be the Data Controller and miso shall be a Data Processor and in any such case:
- (a) you shall ensure that you are entitled to transfer the relevant Customer and Customer Personal Data to miso so that they may lawfully use, process and transfer the Customer Personal Data in accordance with this Agreement on your behalf
 - (b) you shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable Data Protection Laws;
 - (c) each Party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage; and
 - (d) notwithstanding any other provision of this Agreement, but subject always to Appendix D(1) Data Protection and Appendix D(2) Data Processing Activities, nothing shall prevent miso from disclosing Customer Personal Data or Customer Data to their Group Companies, Affiliates, Sub-Processors and third party service providers as necessary to provide the Services, and otherwise in order to comply with Applicable Law or at the request of a governmental, regulatory or supervisory authority
- 13.4. You must ensure that Customer Data and Customer Personal Data deemed as a special category of Data under GDPR is not given to us in any form unless pre-agreed by us in writing.
- 13.5. From the commencement date specified in the Order Form(s) or this date of this Agreement (whichever is the earlier), the Parties shall comply with Appendix D(1) Data Protection and Appendix D(2) Data Processing Activities
- 13.6. You are solely responsible and liable for any transfer of Customer Data made by you (or made by miso at your request) to a third party and for ensuring that such transfer is in compliance with the Parties' obligations under the Data Protection Laws

14. Fees and payment

- 14.1. You shall be invoiced and pay the Fees in accordance with the Order Form.
- 14.2. All sums payable under this Agreement are exclusive of VAT, which miso shall add at the appropriate rate.
- 14.3. Unless otherwise agreed in writing, each invoice is due and payable on the earlier of 30 days after the invoice date or before the date you book your first Online Training Module (**Due Date**). Without prejudice to any other right or remedy that it may have, if the Customer fails to pay miso on the Due Date:
- (a) the Customer shall pay interest on the overdue amount at the rate of 3% per annum above Barclay's Bank plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount; and
 - (b) miso may suspend all Services until payment has been made in full.
- 14.4. All amounts due under this agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

15. Confidentiality

- 15.1. Subject to clause 15.2, each Party shall, during the Term of this Agreement and thereafter, keep confidential, and shall not use for its own purposes nor without the prior written consent of the other disclose to any third party, these Terms & Conditions or any information of a confidential nature (including, without limitation, trade secrets and information of commercial value) which may become known to such Party from the other Party and which relates to the other Party or any of its Affiliates (**Confidential Information**), unless such information is public knowledge or already known to such Party at the time of disclosure, or subsequently becomes public knowledge other than by breach of these Terms & Conditions, or subsequently comes lawfully into the possession of such Party from a third party.
- 15.2. You shall be entitled to disclose to Authorised Users only such of the Confidential Information as is necessary for them to know in order for them to perform a Transaction. We shall be entitled to disclose to the proprietary owner(s) of any of the Software such of the Confidential Information (including these Terms & Conditions) as is required for our suppliers to fulfil their obligations to us or us to fulfil our obligations to them.

- 15.3. Privacy Policy
- (a) Your use of the service is subject to the miso Privacy Policy, a current version of which is available at www.misoportal.com
- 15.4. The provisions of this Clause 15 shall remain in full force and effect notwithstanding termination of this Agreement for any reason

16. Proprietary Rights

- 16.1. You acknowledge that:-
- (a) all Intellectual Property Rights in the Online Training Module and Online Training Module Material shall belong to us;
- (b) all Intellectual Property Rights in the third party software belongs to the third party proprietary owner thereof; and
- (c) that except as expressly stated herein, this Agreement does not grant you any Intellectual Property Rights (including but without limitation any licences) in the Online Training Module or any related documentation.
- 16.2. We undertake at our own expense to defend you or, at our option, settle any claim or action brought against you alleging that the possession or use of the Services (other than the Open Source Software) in accordance with these Terms & Conditions infringes the UK Intellectual Property Rights of a third party (Infringement Claim) and shall be responsible for any reasonable losses, damages, costs (including legal fees) and expenses incurred by or awarded against you as a result of or in connection with any such Infringement Claim.
- 16.3. Clause 16.2 is conditional on:
- (a) you notifying us in writing, as soon as reasonably practicable, of any Infringement Claim of which you have notice;
- (b) you not making any admission as to liability or compromise or agreeing to any settlement of any Infringement Claim without our prior written consent, which consent shall not be unreasonably withheld or delayed; and
- (c) us having, at our own expense, the conduct of or the right to settle all negotiations and litigation arising from any Infringement Claim and you giving us all reasonable assistance in connection with those negotiations and such litigation at our request and expense.
- 16.4. If any Infringement Claim is made, or in our reasonable opinion is likely to be made, against you, we may at our sole option and expense:
- (a) procure for you the right to continue using the Proprietary Software or Services (or any part thereof) in accordance with these Terms & Conditions; or
- (b) modify the Proprietary Software or Services so that it or they cease to be infringing; or
- (c) replace the Proprietary Software with non-infringing software; or
- (d) terminate this Licence immediately by notice in writing to you.
- 16.5. The foregoing states your sole and exclusive rights and remedies, and our entire obligations and liability, for Intellectual Property Right infringement.

17. Limitation of Liability

- 17.1. This Clause 17 sets out our entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you in respect of:
- (a) any breach of this Agreement;
- (b) any use made by you of the Services or the Software or any part of them; and
- (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Agreement.
- 17.2. Nothing in this Agreement will limit or exclude either Party's liability for: (i) death or personal injury resulting from negligence or for fraud, fraudulent misstatement, or fraudulent misrepresentation; (ii) any liability which may not be limited or excluded as a matter of law; or (iii) any claims arising under a Party's obligations of indemnification. Nothing in this Agreement will limit your obligation to pay any undisputed fees.
- 17.3. Subject to Clause 17.1 neither Party shall be liable (in contract, tort (including negligence), strict liability, or otherwise): (i) for any loss arising from or in connection with loss of revenues, profits (whether direct or indirect), contracts or business, or failure to realise anticipated savings, loss of

- use or other economic advantage arising from your use of the Service, including the inability to use the Service; loss or corruption of data; unauthorised access to data; or (ii) for any indirect, special, incidental, exemplary, enhanced, punitive, or consequential losses or damages, suffered or incurred by the other party arising out of or in connection with this Agreement even if such Party knew of, had been advised of the possibility of, or foreseen such damages in advance.
- 17.4. Subject to the overall provision in paragraph 17.1 above. Miso shall not be liable to you for:
- (a) Your failure to provide miso with accurate account information, Authorised Administrator or Attendee information.
 - (b) Your failure to keep your course login information confidential.
- 17.5. The limitations on miso's liability to you in paragraph 17.4 above shall apply whether or not miso has been advised of or should have been aware of the possibility of any such losses arising.
- 17.6. Subject to Clause 17.3 and except as set out in the remainder of this clause, neither Party's aggregate liability in connection with any Order Form(s) will exceed 125% of the amount actually paid by you under that Order Form in the 12-month period preceding the event giving rise to such liability, regardless of whether such liability is based in contract, tort, strict liability, or otherwise. With respect to a Party's breach of its obligations set out in Clause 15 (Confidentiality) or Appendix D(1) (Data Protection) or Appendix D(2) (Data Processing Activities), neither Party's aggregate liability will exceed the lesser of £1,000,000 (one million pounds sterling) and five times the amount actually paid by you under the applicable Order Form in the 12-month period preceding the event giving rise to such liability.
- 17.7. You agree that, in entering into this Agreement, either you did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in these Terms and Conditions or (if you did rely on any representations, whether written or oral, not expressly set out in these Terms and Conditions) that you shall have no remedy in respect of such representations and (in either case) we shall have no liability otherwise than pursuant to the expressed terms of these Terms and Conditions.

18. Term and Termination

- 18.1. This Agreement shall commence on the Effective Date and shall (unless terminated as provided in the remainder of this clause) continue for the Term.
- 18.2. Without prejudice to any other rights or remedies to which the Parties may be entitled, either party may terminate this Agreement without liability to the other if:
- (a) the other Party commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that Party being notified in writing of the breach; or
 - (b) if the other Party is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), or becomes insolvent, or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction), or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets, or enters into or proposes any composition or arrangement with its creditors generally, or is subject to any analogous event or proceeding in any applicable jurisdiction; or
 - (c) the other Party ceases, or threatens to cease, to trade; or
 - (d) the other Party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.
- 18.3. We have the right (but are not obliged to), on written notice to you, at our sole option, to immediately either suspend or terminate the Online Training Passport in the following circumstances:-
- (a) where you have failed to pay any invoice due under these Terms & Conditions in full within 30 days of the Due Date; or
 - (b) where you have breached your obligations under any of clauses 7,13,14,15.
- 18.4. On termination of this Agreement for any reason:
- (a) the Online Training Passport, Online Training Tokens and any access to booked Online Training Modules given under this Agreement shall immediately terminate;
 - (b) you shall have no further right to use the Online Training service;
 - (c) you shall immediately pay to us any and all sums due under this Agreement; and

- (d) each Party shall return and make no further use of any equipment, property, materials and other items (and all copies of them) belonging to the other Party; and
- (e) the accrued rights of the Parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced

19. Force Majeure

We shall have no liability to you under this Agreement if we are prevented from or delayed in performing our obligations under this Agreement by acts, events, omissions or accidents beyond our reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving our workforce or that of any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors. We shall notify you of such an event and its expected duration.

20. General

- 20.1. No forbearance or delay by either Party in enforcing its rights shall prejudice or restrict the rights of that Party, and no waiver of any such rights or of any breach of any contractual terms shall be deemed to be a waiver of any other right or of any later breach unless expressly set out in writing by the waiving Party.
- 20.2. If any provision in the Agreement is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of the provisions shall not be prejudiced.
- 20.3. Any amendment, waiver or variation of the Agreement shall not be binding on the parties unless set out in writing, expressed to amend the Agreement and signed by or on behalf of each of the Parties.
- 20.4. No term in the Agreement is intended to confer a benefit on, or to be enforceable by, any person who is not a Party to it.
- 20.5. In relation to assignment and sub-licensing:
 - (a) you have no right to sub-license or to assign the benefit or burden of the Agreement in whole or in part, or to allow the Software to become the subject of any charge, lien or encumbrance without our prior written consent.
 - (b) We may sub-license, assign, charge or otherwise transfer any of our rights or obligations under the Agreement, provided we give written notice to you of any sub-licence, assignment, charge or other transfer.
- 20.6. All notices given by you to us must be given to us in writing at the address shown in clause 1 or to sales@misportal.com. We may give notice to you at either the email or postal address set out in the Order Form. Notice will be deemed received and properly served 24 hours after an email is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case an email, that such email was sent to the specified email address of the addressee and that no error message indicating failure to deliver has been received by the sender and provided further that within 24 hours of transmission a hard copy of the email is sent by post to the intended recipient.
- 20.7. These Terms & Conditions, and any schedules, annexes, appendices and documents referenced in this Agreement and the Order Form(s) contain the whole agreement between the Parties relating to the subject matter hereof and supersede all prior agreements, arrangements and understandings between the parties relating to that subject matter.
- 20.8. The Agreement, its subject matter or its formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and submitted to the non-exclusive jurisdiction of the English courts.
- 20.9. The provisions of clause 20 shall remain in full force and effect notwithstanding termination of the Agreement for any reason

The Parties have caused this Agreement to be executed by their respective duly authorised representatives.

Dotted Eyes Limited
trading as **miso**

Customer

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

APPENDIX A

Online Training Passport – Additional Information

1. Online Training Modules and Training Token Degradation.

1.1. Each time an Attendee is booked on an Online Training Module 1 Training Token will be deducted from your Online Training Passport.

1.2. Current Online Training Modules are as follow:

Online Training Course	Level	Online Training Module	
FME Desktop	Introduction	Getting started with FME	
		Managing and Filtering	
		Spatial Data	
		Lists and Joins	
		Workspace Best Practices	
	Advanced	Databases	
		Parameters	
Authoring - The Basics			
Authoring – Deep Dive			
Automations and Notifications			
Apps and Webhooks			
Admin Basics			
Deploying FME Server			

1.3. We regularly update our Online Training Courses and Online Training Modules to ensure that you get as much value from our training as possible, therefore it is important to check the most current courses available by going to our website www.misoportal.com or by contacting your Account Manager prior to booking an Online Training Module.

1.4. We have the right to change the per Attendee, per module, Training Token degradation. It is important to check the updates to these terms and conditions before booking an Online Training Module by going to www.misoportal.com/legal. Changes will not be retrospectively applied to booked but not yet attended Online Training Modules.

2. Booking Process

- 2.1. Once you have purchased your Online Training Passport you can start to use your Training Tokens to book Attendees on to any Online Training Modules you wish them to attend.
- 2.2. Only the Authorised Administrator can book Online Training Modules for each Attendee.
- 2.3. Online Training Modules must be booked at least 4 weeks prior to the commencement of the Online Training Module.
- 2.4. You will need to ensure you have enough Training Tokens remaining on your Online Training Passport for the number of Attendees and Online Training Modules you wish to book. You can top-up your passport by contacting the sales team via sales@misoportal.com. A minimum order of 5 Training Tokens applies.
- 2.5. To book Online Training Modules for Attendees the Authorised Administrator must provide us with the following information for each Attendee using the Online Training Booking Form, the information must be emailed to sales@misoportal.com

Attendee Name	Attendee Email	Online Training Module	Date of Online Training Module

- 2.6. We will then reply with a Booking Confirmation including the number of Training Tokens used for the booking and the number of Training Tokens remaining on your Online Training Passport.
- 2.7. You must contact us if you have not received your Booking Confirmation from us within 7 working days of emailing us your Online Training Booking Form.
- 2.8. Attendees will only be entitled to attend the Online Training Modules for which you have a valid Booking Confirmation from us.
- 2.9. Joining and Technical instructions will be sent to each Attendee at least 14 days before the Online Training Module is due to commence or within 3 working days of you receiving our Booking Confirmation, whichever is the later.

APPENDIX B

Pre-Course Module Attendance - Technical Instructions

We use the Web-based Training Platform Strigo.io to deliver training as it provides an online training experience closest to a face to face classroom experience. The Training Platform enables us to present training material, perform demonstrations and for the Attendees to work in a virtual classroom environment using virtual machines supplied through the Training Platform.

In order for an Attendee to participate in one of our Online Training Modules ('**Course Module**') the following Pre-Course Module Attendance Technical Instructions must be conducted and followed by each Attendee prior to the scheduled date of the Module they are attending.

1. Platform Test

Each Attendee must successfully test that they are able to access the Training Platform using the test link sent to them in their course module joining instructions. Each Attendee must conduct the test using the same computer, camera, microphone and network as they plan to use during the Course Module.

2. Basic Technical Requirements

Attendees must check and ensure the following are in place and will be available to them during the Course Module:

- An internet connection.
- A supported browser (Chrome v51+, Mozilla Firefox).

3. Audio / Video Requirements

Attendees will require a working webcam/video, microphone and speakers. There is no phone/dial in option available on the Course Module.

4. Network Requirements

Attendees must check with their internal IT support team to ensure that:

- Port 443 is open; and
- Websocket traffic is allowed in the organisation's firewall including both ws and wss.

5. White-list the following domains

Attendees must ensure that the following domains are white-listed by their organisation:

- *.strigo.io
- *.opentok.com
- *.tokbox.com
- *.googleapis.com
- *.gstatic.com
- *.firebase.com
- *.firebaseio.com

- *.nodechef.com
- s3-eu-west-1.amazonaws.com

6. Ad blockers/ Script Blockers

During the Course Module we recommend that you disable any ad blockers and script blockers.

APPENDIX C

Cancellation Of An Online Training Module Booking

1. Cancellation Process

- 1.1. You may cancel an Online Training Module booking per clause 11.1 by giving 5 working days notice prior to the date the Online Training Module is due to be attended.
- 1.2. Online Training Modules cancelled with less than 5 working days per 1.1 will be treated as if the Attendee had attended the Online Training Module and the applicable Training Tokens will be deducted from your Training Passport.
- 1.3. Booking cancellations must be notified to us by emailing an Online Training Module Cancellation Form to sales@misoportal.com . The form must include the following information.

Attendee Name	Attendee Email	Online Training Module	Data of Online Training Module	Reason for Cancellation

- 1.4. We will reply with a Cancellation Confirmation including where applicable the number of Training Tokens credited back to your Training Passport and the number of Training Tokens remaining.

APPENDIX D(1)

Data Protection

1. Definitions and interpretation

1.1 In this Appendix, unless the context otherwise requires:

"DP Regulator" means any governmental or regulatory body or authority with responsibility for monitoring or enforcing compliance with the Data Protection Laws;

"Data Subject Request" means a request from a Data Subject to exercise its rights under the Data Protection Laws in respect of that Data Subject's Personal Data;

"Security Breach" means any actual loss, unauthorised or unlawful processing, destruction, damage, or alteration, or unauthorised disclosure of, or access to the Customer Personal Data, and terms defined in a provision of this Appendix shall have the meaning given to them in that provision

2. Compliance with Data Protection Laws

2.1 miso shall comply with its obligations under the Data Protection Laws as they apply to it as a Data Processor of the Customer Personal Data.

2.2 The Customer shall comply with its obligations under the Data Protection Laws as they apply to it as a Data Controller of the Customer Personal Data.

3. Processing and security

3.1 In performing its obligations under this Agreement, miso shall only process the categories of Personal Data and only in respect of the categories of Data Subjects, and only for the nature and purposes of processing and duration, as is set out in the Annex to this Appendix or as necessary to perform its obligations under this Agreement, save as otherwise required by any Applicable law.

3.2 In processing the Customer Personal Data, miso shall:

- (a) process Customer Personal Data only in accordance with the Customer's written instructions from time to time (including those set out in this Agreement) except as otherwise required by any Applicable Law;
- (b) not process the Customer Personal Data for any purpose other than those set out in the Annex and as necessary to perform its obligations under this Agreement unless otherwise expressly authorised by the Customer;
- (c) promptly notify the Customer if it receives a Data Subject Request in respect of Customer Personal Data;
- (d) as far as reasonably practicable, co-operate with and provide assistance to the Customer in relation to any Data Subject Request in respect of Customer Personal Data;
- (e) taking into account:
 - (i) the state of the art;
 - (ii) the nature, scope, context and purposes of the processing; and
 - (iii) the risk and severity of potential harm,protect the Customer Personal Data by ensuring that it has in place appropriate technical and organisational measures, including measures to protect the Customer Personal Data against the risks of a Security Breach; and
- (f) ensure that any persons authorised by miso to process Customer Personal Data are obliged to keep such data confidential.

3.3 miso shall, without undue delay after discovering any Security Breach or any failure or defect in security which leads, or might reasonably be expected to lead, to a Security Breach (together a "**Security Issue**") notify the Customer of the same.

3.4 Where a Security Issue arises, miso shall:

- (a) as soon as reasonably practicable, provide the Customer with details of the Security Issue, the actual or expected consequences of it, and the measures taken or proposed to be taken to address or mitigate it;
- (b) co-operate with the Customer, and provide the Customer with all reasonable assistance in relation to the Security Issue; and
- (c) unless required by Applicable Law, not make any notifications to a DP Regulator or any Data Subjects about the Security Issue without the Customer's prior written consent (such consent not to be unreasonably withheld or delayed).

4. Return or destruction of Personal Data

4.1 Subject to paragraph 4.2, miso shall return or, at the election of the Customer, irretrievably delete all Customer Personal Data in its control or possession when it no longer requires such Customer Personal Data to exercise or perform its rights or obligations under this Agreement, and in any event within 30 days following expiry or termination of this Agreement.

4.2 To the extent that miso is required by Applicable Law to retain all or part of the Customer Personal Data (the "**Retained Data**"), miso shall isolate and cease all processing of the Retained Data other than as required by the Applicable Law.

5. Audit

5.1 miso shall provide such information, reasonable co-operation and assistance in relation to any request made by the Customer (or its auditors, or its or their representatives) as necessary to demonstrate miso's compliance with the Data Protection Laws in relation to this Agreement.

6. Co-operation and assistance

6.1 miso shall co-operate with the Customer, and provide such information and assistance as the Customer may reasonably require, to enable the Customer to:

- (a) comply with the Customer's obligations under the Data Protection Laws (including Articles 32-36 of GDPR) in respect of Customer Personal Data; and
- (b) deal with and respond to investigations and requests for information relating to the Customer Personal Data from any DP Regulator.

6.2 If miso receives any complaint, notice or communication from a DP Regulator or other third party (excluding a Data Subject Request) which relates directly or indirectly to Customer Personal Data or to either Party's compliance with the Data Protection Laws, it shall notify the Customer as soon as reasonably practicable.

7. Sub-Processors

7.1 miso shall not subcontract any processing of the Customer Personal Data to any Sub-Processor except as authorised by the Customer in accordance with this paragraph 7. The Customer consents to miso engaging Sub-Processors to process the Data provided that: (i) miso provides at least 30 days' prior notice of the addition of any subcontractor (including details of the processing it performs or will perform) ("**Sub-Processor Notice**"); and (ii) miso complies with paragraphs 7.4 and 7.5 of this Appendix.

7.2 The Customer hereby consents to miso's use of the Sub-Processors listed at www.misoportal.com/legal/ which shall be maintained and updated when any Sub-Processor is added or removed in accordance with this paragraph 7.

7.3 If within 30 days of receipt of a Sub-Processor Notice the Customer notifies miso in writing of its refusal to consent to miso's appointment of a Sub-Processor on reasonable grounds relating to the protection of

Customer Personal Data, then either: (i) miso will not appoint the Sub-Processor; or (ii) if miso does appoint the Sub-Processor, the Customer may elect to terminate the Agreement without penalty or cost to either party save that any portion of the fees paid in advance in respect of Services not yet delivered as at the effective date of termination shall be refunded to the Customer. If after 30 days from receipt of the Sub-Processor Notice the Customer has not indicated its refusal of the appointment of a Sub-Processor in accordance with this paragraph, then the Customer is deemed to have given its consent and miso shall be entitled to appoint the relevant Sub-Processor with immediate effect.

7.4 If miso appoints a Sub-Processor, Miso shall ensure that:

- (a) such Sub-Processor shall only process Customer Personal Data in order to perform one or more of miso's obligations under this Agreement; and
- (b) it enters into a written agreement or other legally enforceable terms with that Sub-Processor prior to any processing by the Sub-Processor, requiring the Sub-Processor to:
 - (i) process Customer Personal Data only in accordance with the written instructions of miso or the Customer; and
 - (ii) comply with data protection obligations equivalent in all material respects to those imposed on miso under this Appendix.

7.5 Notwithstanding the appointment of a Sub-Processor, miso is responsible and liable to the Customer for any processing by the Sub-Processor in breach of this Appendix.

8. Transfer of Personal Data

8.1 miso shall only transfer Customer Personal Data outside of the EEA where there is adequate protection for such Customer Personal Data in accordance with applicable Data Protection Laws and as authorised by the Customer in accordance with paragraph 7.

8.2 As at the date of this Appendix the Customer consents to the transfers of Customer Personal Data to those non-EEA locations listed at www.misoportal.com/legal. miso shall ensure that such list is maintained and updated from time to time to reflect any changes.

9. Precedence

In relation to the subject matter of this Appendix and its Annex, in the event of any inconsistency between the provisions of this Appendix and its Annex and the other provisions of the Agreement including any schedule or annex thereto, the provisions of this Appendix and its Annex shall prevail.

miso reserves the right to change their Data Protection Policy documentation and its location from time to time.

APPENDIX D(2)

Data Processing Activities

We want you to know what Personal Data Processing activities happen when you use our Services.

1. Processing by the provider

1.1. Scope

To allow us to provide the Online Training Passport service to you.

1.2. Nature

The Online Training Passport service enables Customers to book and attend our Online Training Courses and Online Training Modules.

1.3. Purpose of processing and types of personal data

We may process personal data for more than one lawful ground depending on the specific purpose for which we are using your data. Please contact us if you need specific details about the specific legal ground that we are relying on to process your personal data, where more than one ground has been set out in the table below.

Purpose / Activity	Type of data	Lawful basis for processing including basis of legitimate interest
To register you as a new customer	<ul style="list-style-type: none"> Identity Contact 	<ul style="list-style-type: none"> Performance of a contract with you
To process and deliver your order including payment and collection or recovery of those payments	<ul style="list-style-type: none"> Identity Contact Financial Transaction Marketing and communications 	<ul style="list-style-type: none"> Performance of a contract with you Necessary for our legitimate interests (debt collection)
To manage our relationship with you which will include: <ul style="list-style-type: none"> Notifying you about changes in our terms or privacy policy Asking you for feedback or take a survey 	<ul style="list-style-type: none"> Identity Contact Profile Marketing and communications 	<ul style="list-style-type: none"> Performance of a contract with you Necessary to comply with a legal obligation Necessary for our legitimate interests (to keep our records updated and to study how customers use our products/services)
To enable you to take part in a competition, prize draw, or survey	<ul style="list-style-type: none"> Identity Contact Profile Usage Marketing and communications 	<ul style="list-style-type: none"> Performance of a contract with you Necessary for our legitimate interests (to keep our records updated and to study how customers use our products/services)
To administer and protect our business and website (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data)	<ul style="list-style-type: none"> Identity Contact Technical 	<ul style="list-style-type: none"> Necessary for our legitimate interests (for running our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganisation or group restructuring exercise) Necessary to comply with a legal obligation
To deliver relevant website content and advertisements to you and measure or understand the effectiveness of the advertising we serve to you	<ul style="list-style-type: none"> Identity Contact Profile Usage Marketing and communications Technical 	<ul style="list-style-type: none"> Necessary for our legitimate interests (to study how customers use our products/services, to develop them, to grow our business and to inform our marketing strategy)
To use data analytics to improve our website, products/services, marketing, customer relationships and experiences	<ul style="list-style-type: none"> Technical Usage 	<ul style="list-style-type: none"> Necessary for our legitimate interests (to define types of customers for our products and services, to keep our website updated and relevant, to develop our business and to inform our marketing strategy)
To make suggestions and recommendations to you about	<ul style="list-style-type: none"> Identity Contact 	<ul style="list-style-type: none"> Necessary for our legitimate interests (to develop our products/services and grow our business)

- goods or services that may be of interest to you
- Technical
 - Usage
 - Profile

1.4. Duration of the processing

Whenever we collect or process your personal data, we'll only keep it for as long as is necessary for the purpose for which it was collected. At the end of that retention period (usually no longer than seven years), your data will either be deleted completely or anonymised, for example by aggregation with other data so that it can be used in a non-identifiable way for statistical analysis and business planning. For information stored in backup archives, we will securely store the information and isolate it from any further use until deletion is possible.

2. Categories of data subject

2.1. When using this Service, the groups of individual's data by category

- Your *end users using the service* that you deliver
- The personal data about your *employees and contractors* that we collect as a Customer of ours to complete account administration and set up
- The personal data that we collect about the *service user access* technical information (e.g. browser, IP address)
- The details of your *employee and contractor interactions* with us when you require support for the Service (information that you choose to submit)

miso reserves the right to change their Data Processing Activities documentation and its location from time to time.

APPENDIX E

Information Security

Our information security document is available on our website.

miso reserves the right to change their Information Security document and its location from time to time. The current copy, including the update date, can be found at www.misoportal.com

APPENDIX F

Privacy Policy

Our Privacy Policy is available on our website.

miso reserves the right to change their Privacy Policy and its location from time to time. The current copy, including the updated date, can be found at www.misoportal.com

