

Terms and Conditions

I. INTRODUCTION

- i. OILENNIUM LTD (hereinafter referred to as "OILENNIUM"), a subsidiary of Petrofac, is a provider of online eLearning courses (MODULES), computer-based training (CBT), instructor-led training (ILT), and classroom training courses. Learning Management Systems, marketing animations and interactions and related materials and products ("COURSES") for the Oil and Gas Industry/ Energy Sector. Courses are delivered by OILENNIUM via the Oilennium Learning Management System ('the LMS') and by delivery of files for CUSTOMER hosting. Courses may be tailored ('BESPOKE COURSES') or standard OILENNIUM library courses (LIBRARY COURSES) and shall exclude courses or materials developed by third parties.
- ii. Details of the COURSES available from OILENNIUM are set out at <https://skills-assurance.com/our-library>.
- iii. The following terms and conditions ('these TERMS') shall be incorporated into all agreements for the provision of COURSES by OILENNIUM.

II. DEFINITIONS

In these Terms, the following expressions shall have the meanings set against them unless the context is inconsistent therewith:

- i. "AFFILIATES" shall mean at any time, and with respect to any Person, any other Person that at such time, directly or indirectly through one or more intermediaries controls, or is controlled by, or is under the common control, with such Person. As used in this definition, "Control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, contract or otherwise.
- ii. "CLAUSE" refers to clauses set in these TERMS.
- iii. "COURSES" and "COURSE MATERIALS" means any documentation, articles, LMS pages, online courses, links to courses or consulting project materials provided as part of a Course.
- iv. "CUSTOMER" means any PERSON or their authorised employee(s) who accesses OILENNIUM courses, uses the LMS or whose order for COURSES (LMS or BESPOKE) is accepted by OILENNIUM.
- v. "CUSTOMER GROUP" shall mean the CUSTOMER, its AFFILIATES and co-venturers and its and their other contractors of any tier and all of their respective PERSONNEL but shall not include any member of OILENNIUM GROUP.
- vi. "DELIVERY" means the time when REMOTE COURSE Materials have been delivered, or when LMS access has been granted.
- vii. "LMS" is a Learning Management System, a software application that facilitates the management, delivery, and tracking of training content, it refers either to the LMS at <http://lms.oilennium.com>, this service is provided by OILENNIUM, any other LMS controlled by OILENNIUM, or CUSTOMER controlled LMS.
- viii. "LMS COURSES" means COURSES delivered via the OILENNIUM LMS or SCORM CLOUD
- ix. "OILENNIUM Ltd" is a trading name of OILENNIUM Limited, whose registered office is at 4th Floor, 117 Jermyn Street, London, SW1Y 6HH United Kingdom.
- x. "OILENNIUM GROUP" shall mean OILENNIUM and its AFFILIATES and any of its and their PERSONNEL and subcontractors of any tier but shall not include any member of CUSTOMER GROUP.
- xi. "PERSON" shall mean an individual, partnership, corporation, limited liability company, limited liability partnership, joint venture, association, trust, estate, unincorporated organisation or a subdivision thereof or any other entity having legal capacity.
- xii. "PERSONNEL" shall mean in relation to any entity, all directors, officers, employees, contracted workers, agency workers, consultants, secondees, invitees and temporary staff of that entity.
- xiii. "REMOTE COURSES" means COURSES involving the remote delivery of hard copy materials or materials on hard media such as CD ROM.
- xiv. "SKILLS ASSURANCE" is branding name used by OILENNIUM and PETROFAC TRAINING SERVICES BV, whose combined products help organizations gain full transparency into workforce compliance and capability management through turnkey training, compliance, competency, and workforce planning solutions.
- xv. SCORM CLOUD is a third-party online platform that provides services related to SCORM (Shareable Content Object Reference Model) compliance and content management. The online platform provides a cloud-based environment enabling clients to subscribe to OILENNIUM e-learning courses and deploy the courses on their own LMS.

III. ACCEPTANCE OF THESE TERMS

- i. Acceptance is affected by registering to use the LMS or by otherwise agreeing to be supplied with the COURSES, in so doing the CUSTOMER agree to be legally bound by these TERMS, and that the CUSTOMER use of the LMS and or the COURSES will be on these TERMS alone.
- ii. OILENNIUM reserves the right to change these TERMS from time to time upon notice to the CUSTOMER. The CUSTOMER is responsible for regularly reviewing these TERMS and any amended TERMS posted on the LMS or otherwise notified to the CUSTOMER. The CUSTOMER'S continued use of the LMS and/or the COURSES constitutes the CUSTOMER's agreement to these TERMS as amended. OILENNIUM will be bound by any amendment to these TERMS requested by the CUSTOMER only to the extent that such amendments have been approved in writing by a Director or the Company Secretary of OILENNIUM.
- iii. This agreement and the CLAUSES to it shall constitute the entire agreement and understanding between the parties with respect to all matters which are referred to and shall supersede any previous agreement(s) between the parties in relation to the matters referred to in this agreement.

IV. PRICE AND QUOTATIONS

- i. Per Course: Except as otherwise expressly agreed by OILENNIUM in writing, the price of each COURSE shall be the price listed in OILENNIUM's quotation at the date of purchase. Save as otherwise expressly stated by OILENNIUM, the listed price excludes VAT. The price of each COURSE is subject to change at any time at OILENNIUM's sole discretion prior to the date of purchase. The CUSTOMER must check the validity of the quote or other published price list for the current prices before ordering any COURSE.
- ii. Subscription: Except as otherwise expressly agreed by OILENNIUM in writing, the SUBSCRIPTION price shall be the price listed in OILENNIUM's quotation at the date of purchase. Save as otherwise expressly stated by OILENNIUM, the listed price excludes VAT. The CUSTOMER must check the validity of the quote or other published price list for the current prices before ordering any COURSE.
- iii. Quotations for BESPOKE COURSES are given on the basis of reasonable assumptions about costs. Notwithstanding any quotation, OILENNIUM may increase the invoiced price of BESPOKE COURSES in proportion to the difference between assumed costs and the actual costs (whether direct or indirect) incurred by OILENNIUM in the development, production or supply of the BESPOKE COURSES due to agreed CUSTOMER amendments in content up to the date on which they are presented or delivered. All quotations for the supply of BESPOKE COURSES shall be valid for thirty (30) days from the date of the quotation by OILENNIUM. OILENNIUM reserves the right to alter prices after this date without giving prior notification.
- iv. Any expenses incurred shall be charged to the CUSTOMER as separate items, unless otherwise indicated in our quotation or agreement.
- v. All prices shall be subject to the addition of Value Added Tax ("VAT") as applicable and any and all other taxation liabilities incurred from any jurisdiction as applied to this agreement.
- vi. If CUSTOMER is or was required by law to make any deduction or withholding for any TAXES from any payment due hereunder to OILENNIUM, then the gross amount payable by CUSTOMER to OILENNIUM will be increased so that OILENNIUM receives an amount that is no less than OILENNIUM would have received, had no such deduction or withholding been required to be made.

V. PAYMENT AND LATE PAYMENTS

- i. Payment for all COURSES shall be made no later than 30 days from date of invoice.
- ii. All payments required to be made to OILENNIUM by CUSTOMER under this agreement shall be made without any deduction or withholding for or on account of any taxes, fees, levies, imposts, duties, charges or withholdings of any nature imposed by any governmental authority on any payment due hereunder, including value-added taxes ("TAXES"), provided, however, that the term TAXES shall not include any tax imposed upon, or measured by, the net income of OILENNIUM.
- iii. If for any reason payment is not within the 30 day period as set out above, the CUSTOMER shall pay an interest charge at the rate of 3% [three per cent] per year over LIBOR during the period from date of delivery to the date of actual payment of the full amount due.
- iv. Unless agreed otherwise, payment for all COURSES shall be invoiced in GBP Sterling and made through the manner required within the invoice.
- v. Unless agreed otherwise, SUBSCRIPTION to COURSES will automatically renew at the end of the subscription term for the same duration and the CUSTOMER will be charged accordingly.

VI. ACCEPTANCE & CANCELLATION OF ORDERS FOR RETAIL/INTERNET PURCHASES ONLY

Neither the LMS nor the OILENNIUM price lists constitute legally binding offers: OILENNIUM is under no obligation to accept the CUSTOMER order for COURSE. Acceptance of the CUSTOMER order shall take place only when OILENNIUM dispatches its acceptance of the CUSTOMER order to the CUSTOMER.

VII. CANCELLATION PROCEDURE

Notice of cancellation of any COURSE must be given in accordance with Clause XIX.

VIII. USING OILENNIUM'S LMS AND COURSES

- i. CUSTOMER covenants and agrees that:
 - (a) any assessment or evaluation of competency is not valid unless the assessment or evaluation of competence is verified by the CUSTOMER using a qualified and trained verifier and in accordance with OPITO or SQA standards (or other standards acceptable to OILENNIUM);
 - (b) any assessment or evaluation of competency does not constitute an evaluation of competency, knowledge, skills or abilities under all circumstances or all conditions or under all applicable standards;
 - (c) any assessment may not in all instances be or include an assessment of all competency elements or categories;
 - (d) any assessment of competency is limited in scope and extent to the factors actually assessed and under the conditions assessed on the day of such assessment; and
 - (e) to the extent any OILENNIUM GROUP Personnel completes an assessment or evaluation, such assessment or evaluation of competency is no guarantee or warranty that any such person shall perform competently in the future under all circumstances or conditions or events under any particular circumstance or conditions.
- ii. The CUSTOMER is responsible for ensuring that the CUSTOMER'S computer system, a) meets all relevant technical specifications necessary to use the COURSES and/or the LMS; b) is compatible with the COURSE and/or the LMS; and c) is capable of running the COURSES and/or the LMS content. The CUSTOMER must not attempt to interfere in any way with the proper working of the LMS and/or the COURSES and in particular the CUSTOMER must not attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, LMS, router, or any other internet connected device.
- iii. OILENNIUM reserves the absolute right to update, alter, suspend or discontinue any aspect of the COURSES and/or the LMS including the CUSTOMER'S use of and/or access to it subject to the terms of this Agreement.
- iv. In respect of COOKIES, COOKIES are bits of electronic information that the LMS can transfer to a user's hard drive to help tailor and keep records of his or her visit to the site. COOKIES allow LMS operators to better customise site visits to the visitor's individual preferences. The use of COOKIES is standard on the Internet and most major LMS's use them. Although most LMS browsers automatically accept COOKIES, the CUSTOMER can usually change the CUSTOMER'S browser to prevent or notify the CUSTOMER whenever the CUSTOMER is sent a COOKIE. This gives the CUSTOMER the opportunity to decide whether or not to accept it. OILENNIUM may attempt to install a COOKIE to the CUSTOMER'S browser that will enable it to recognise the CUSTOMER whenever the CUSTOMER returns to the site. This action will expedite the CUSTOMER'S access of various benefits and materials. If the CUSTOMER chooses not to allow the sites COOKIE to be installed to the CUSTOMER'S browser, please be aware that the CUSTOMER may have difficulty accessing some content assets.

IX. USER REGISTRATION AND PASSWORDS

- i. In order to access and use the LMS the CUSTOMER is required to complete and provide relevant information as requested by OILENNIUM. Registration is subject to acceptance or refusal by OILENNIUM at its sole discretion. By registering, the CUSTOMER warrants and represents that the CUSTOMER can form a binding contract for the provision of LMS under English law.
- ii. The CUSTOMER is solely responsible in all respects for protecting the confidentiality of any password given to the CUSTOMER or selected by the CUSTOMER for access to or use of the LMS. The CUSTOMER'S password may only be used by the CUSTOMER and the CUSTOMER must not share it with or transfer it to any third parties. The CUSTOMER is solely responsible for any and all activities that occur under the CUSTOMER'S password and account. The CUSTOMER must notify OILENNIUM immediately of any unauthorised use of the CUSTOMER'S password or any other breach of security regarding the LMS which comes to the CUSTOMER'S attention. OILENNIUM will not be liable for any loss that the CUSTOMER may incur as a result of a third party using the CUSTOMER'S password or account. However the CUSTOMER may be liable for losses incurred by OILENNIUM as a result of someone else using the CUSTOMER'S password or account as a result of the CUSTOMER'S negligence.

X. INDEMNITY

- i. OILENNIUM shall defend, indemnify and hold harmless CUSTOMER GROUP from and against any and all claims in respect of or in relation to the:
 - a) the death, personal injury or sickness of any member of OILENNIUM GROUP; and
 - b) loss of or damage to any property owned or hired by, leased to or otherwise used (excluding the property that will form part of the Permanent Works under the Agreement) by any member of OILENNIUM GROUP;whatsoever and howsoever caused or arising, as a result of or in connection with this agreement or the performance or non-performance thereof and whether or not caused or contributed to by the act or omission of any member of the CUSTOMER GROUP and notwithstanding the negligence or breach of duty, statutory or otherwise, on the part of any member of CUSTOMER GROUP.
- ii. CUSTOMER shall defend, indemnify and hold harmless OILENNIUM GROUP from and against any and all claims in respect of or in relation to the:
 - a) the death, personal injury or sickness of any member of CUSTOMER GROUP; and
 - b) loss of or damage to any property owned or hired by, leased to or otherwise used (excluding the property that will form part of the Permanent Works under the Agreement) by any member of CUSTOMER GROUP;whatsoever and howsoever caused or arising, as a result of or in connection with this agreement or the performance or non-performance thereof and whether or not caused or contributed to by the act or omission of any member of the CUSTOMER GROUP and notwithstanding the negligence or breach of duty, statutory or otherwise, on the part of any member of CUSTOMER GROUP

- iii. Each Party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other (the "Indemnified Party"), from and against any and all claims in respect of or in relation to personal injury, death, or disease of, or loss of, or damage to, property belonging to any THIRD PARTY and arising from the act or omission of any member of the Indemnifying Party's Group. For the purposes of this clause "THIRD PARTY" shall exclude any member of the OILENNIUM Group and any member of the CUSTOMER Group.
- iv. The CUSTOMER shall indemnify, defend and hold harmless OILENNIUM in respect of any costs, claims, demands, losses or liabilities (including reasonable legal fees) incurred by the CUSTOMER GROUP as a result of computer systems failure brought about by use of the OILENNIUM site.
- v. The CUSTOMER shall indemnify, defend and hold harmless OILENNIUM in respect of any costs, claims, demands, losses or liabilities (including reasonable legal fees) incurred by OILENNIUM GROUP as a result of or arising in any way from a claim by the CUSTOMER for supplying incorrect information within a course including by way of negligent acts.

XI. WARRANTIES & SERVICE EXCLUSIONS

- i. OILENNIUM warrants that the COURSES and the LMS shall be provided with reasonable skill and care by qualified and experienced consultants and that the COURSE MATERIALS will be of satisfactory quality and compliant with any sample COURSE MATERIALS supplied to the CUSTOMER for approval. If the CUSTOMER place an order for COURSES having been given the opportunity to examine sample COURSE MATERIALS, OILENNIUM shall be under no liability with regard to the COURSE MATERIALS as supplied unless such COURSE MATERIALS are non-compliant with sample.
- ii. OILENNIUM will endeavour to make the LMS and the COURSES available but cannot guarantee that the LMS and/or the COURSES will operate continuously or without interruptions which could affect use of the LMS and/or the COURSES.
- iii. Changes to COURSES: OILENNIUM reserves the right to alter or cancel any COURSE or location prior to DELIVERY of that COURSE.
- iv. The OILENNIUM LMS and/or the COURSES are provided for general information and illustrative purposes only and do not constitute financial, legal or other professional advice. Neither OILENNIUM nor OILENNIUM GROUP accept any responsibility or liability for any loss which may arise from reliance on information contained on the LMS and/or in the COURSES.
- v. Notwithstanding anything expressed or implied to the contrary, the above warranties shall be OILENNIUM's sole liability to CUSTOMER whether in contract, tort (including negligence), statute or otherwise at law or under any legal theory or doctrine, relating to non-performance, defective or incomplete performance of the agreement and in respect of any and all liabilities or obligations howsoever arising on the part of OILENNIUM under this agreement. All other terms, warranties, conditions, representations, guarantees and remedies whether express or implied, statutory, common law or otherwise are expressly excluded from this Agreement

XII. FORCE MAJEURE

- i. A Party will not be liable if delayed in or prevented from performing its obligations hereunder due to Force Majeure, provided that it:
 - (a) promptly notifies the other of the Force Majeure event and its expected duration, and
 - (b) uses reasonable endeavours to minimise the effects of that event.
- ii. If, due to Force Majeure, a Party:
 - (1) is unable to perform a material obligation within 14 days of the date that the material obligation would have been due to be performed but for Force Majeure; or
 - (2) is delayed in or prevented from performing its obligations for a continuous period of more than sixty (60) days; either Party may terminate this Agreement by giving fourteen (14) days' notice in writing to the other Party, otherwise this agreement shall continue in full force and effect.
- iii. For the purposes of this CLAUSE, FORCE MAJEURE shall mean means an event or sequence of events beyond a Party's reasonable control (which could not reasonably have been anticipated and avoided by a Party) preventing or delaying it from performing its obligations hereunder, including without limitation war (whether declared or not), revolution, terrorism, acts of a public enemy, protestor action, riot or civil commotion, insurrection, or reasonable precautions against any such; strikes, lock outs or other industrial action, whether of the affected Party's own employees or others and whether or not of a general nature; blockage or embargo; acts of or restrictions imposed by government or public authority; sanctions, epidemics, landslides, tsunamis, volcanic ash clouds, earthquakes, lightning, explosion, fire, corrosion, flood, natural disaster, or adverse weather conditions. FORCE MAJEURE does not include inability to pay.

XIII. CONSEQUENTIAL LOSS

Notwithstanding anything to the contrary, CUSTOMER will release, indemnify, defend and hold harmless OILENNIUM GROUP from CUSTOMER GROUP'S own CONSEQUENTIAL LOSS and OILENNIUM will release indemnify, defend and hold harmless CUSTOMER GROUP from OILENNIUM GROUP'S own CONSEQUENTIAL LOSS, in each case arising from or related to the performance of the agreement notwithstanding the negligence or breach of duty, statutory or otherwise on the part of any member of OILENNIUM GROUP. For the purposes of this CLAUSE, CONSEQUENTIAL LOSS shall mean (a) any indirect, special, exemplary, incidental or consequential loss or damage of any nature however caused or arising whether under contract, by virtue of any fiduciary duty or in tort (including negligence), as a consequence of breach of any duty (statutory or otherwise) or under any other legal doctrine or principle whatsoever whether or not recoverable at common law or in equity; and (b) loss and/or deferral of production, loss of product, loss of use, loss of bargain, contract expectation, business reputation or opportunity and loss of revenue, profit or anticipated profit (if any) whether direct or indirect to the extent that these are not included in (a), whether or not such losses were foreseeable at the time of entering into this agreement.

XIV. LIMITATION OF LIABILITY

Notwithstanding any other provision of this agreement, OILENNIUM's maximum aggregate liability to CUSTOMER GROUP arising under or in relation to this agreement or the performance or non-performance thereof whether (a) in contract; (b) tort (including negligence); (c) strict liability; or (d) otherwise at law, shall, to the maximum extent permitted by law, be limited to the price of the relevant COURSE and the CUSTOMER shall defend, indemnify and hold harmless the OILENNIUM GROUP from and against any and all claims in excess of this amount.

XV. TERMINATION & ACCESS RESTRICTION

- i. OILENNIUM shall have the right at any time by serving notice on the CUSTOMER to cancel the CUSTOMER'S registration and access to the LMS and/or the COURSES if the CUSTOMER is in breach of any of these TERMS. OILENNIUM reserves the right, in its sole discretion, to suspend the CUSTOMER'S registration and/or access to the LMS and/or the COURSES at any time without notice.
- ii. OILENNIUM shall have the right but not the obligation to terminate this agreement in the event that the CUSTOMER becomes insolvent or make arrangements with its creditors.
- iii. OILENNIUM may terminate this agreement for its convenience.

XVI. OILENNIUM'S INTELLECTUAL PROPERTY RIGHTS

- i. OILENNIUM provides certain benefits for its CUSTOMERS and derives its revenue from the production and distribution of the content, educational or otherwise, of the OILENNIUM courses contained upon the OILENNIUM LMS or accessed via the CUSTOMER LMS. OILENNIUM provides such for the exclusive use of registered fee-paying members. Users of the OILENNIUM LMS or CUSTOMER LMS acknowledge that the duplication and/or redistribution of content, information, data, or other intellectual property [in full or in part] as gained through exclusive access to the OILENNIUM LMS, on to any other party will be a violation of applicable copyright laws and would cause harm to OILENNIUM.
- ii. CUSTOMERS hereby agree that duplication and/or redistribution of any materials to any non-member shall require prior written authorisation from OILENNIUM and it is further agreed, that any specific instance in which written authorisation is granted by OILENNIUM, does not authorise the CUSTOMER to duplicate and/or redistribute any other material than that for which written authorisation was granted.
- iii. Except as otherwise expressly stated OILENNIUM or its licensors own all title, copyright and all other intellectual property rights (including without limitation, database rights, trade marks, patents, and designs (whether registered or unregistered) in and to all COURSE MATERIALS. The CUSTOMER acknowledges that the CUSTOMER does not own and shall not acquire any title, copyright or any other intellectual property rights in and to the LMS and/or the COURSES or any COURSE MATERIALS and the CUSTOMER shall not modify, translate, adapt or otherwise amend the same otherwise than in accordance with applicable law.
- iv. Except as otherwise expressly stated on the LMS or in the COURSE MATERIALS, the COURSES, and the COURSE MATERIALS are supplied for the CUSTOMER private information and educational use. Any commercial use, copying, distribution, transmission or publication of the whole or any part of the COURSE MATERIALS and/or the LMS is strictly prohibited without the express prior written consent of OILENNIUM.
- v. The CUSTOMERS use (including downloading) of any content or software in connection with the COURSES is governed by the terms of the end user licence agreement (if any) which accompanies or is included with such content and/or software. The CUSTOMER may not install or use any content or software that is accompanied by or includes a licence agreement unless the CUSTOMER first agrees to the terms of such licence agreement. The CUSTOMER agree that the licensor of any software obtained via us and used by the Customer in connection with the COURSES shall have the right (in terms of the Agreements (Rights of Third Parties) Act 1999) to enforce the terms of that licence directly against the CUSTOMER. For any content or software not accompanied by a licence agreement, OILENNIUM hereby grants to the CUSTOMER a revocable personal non-transferable licence to use the content or software for viewing and otherwise in accordance with these TERMS.
- vi. The display of any trade names or trademarks on the LMS or in any of the COURSE MATERIALS does not imply that any licence has been granted to any third party in respect of the same. All other product or company names, devices, logos, icons, graphics or designs referred to on the pages of the LMS or in any of the COURSE MATERIALS are the trademarks of the respective owners and are exhibited only in such a manner as is intended to be for the benefit of such trademark owners. OILENNIUM intends no infringement of such trademarks. The appearance or absence of products, services, companies, organisations, home pages or other LMSs on the LMS or any of the COURSE MATERIALS does not imply any endorsement or non-endorsement thereof by OILENNIUM.
- vii. The deployment within the LMS of any spider, robot, LMS crawler or other automated query program is forbidden except as may be necessary to identify the existence and general nature of the LMS for ordinary internet search engine purposes.
- viii. All rights not expressly granted to the CUSTOMER under these TERMS are reserved to OILENNIUM.
- ix. OILENNIUM will retain copyright on all authored material, including developed intellectual property [joint developed or otherwise] resulting from the CUSTOMER'S use of the LMS or BESPOKE COURSES developed, unless otherwise agreed.
- x. The SUBSCRIPTION grants the CUSTOMER a non-exclusive, non-transferable right to access and use the subscribed services for your internal purposes only. You agree not to share, resell, or redistribute the services or any content accessed through the services without prior written consent.

XVII. ANTI-BRIBERY AND CORRUPTION

OILENNIUM has a zero tolerance policy towards bribery and corruption which extends to all companies and individuals who works with and for OILENNIUM. CUSTOMER and OILENNIUM warrant that, in connection with this Agreement, they have complied and will continue to comply with all anti-bribery and corruption, anti-money laundering laws, rules, and regulations (including, but not limited to, Bribery Act 2010 of the United Kingdom, Foreign Corrupt Practices Act 1977 of the United States of America, and the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions) applicable to CUSTOMER or OILENNIUM GROUP.

XVIII. GENERAL

- i. If any provision of these TERMS is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be enforced to the maximum extent permissible so as to affect the intent of these TERMS, and the remainder of the TERMS shall continue in full force and effect.
- ii. For the purposes of the Agreements (Rights of Third Parties) Act 1999:
 - a. OILENNIUM's PERSONNEL, sub-contractors and suppliers shall have the benefit of Clause XVI (OILENNIUM'S Intellectual Property) in relation to their own intellectual property, and Clauses XI (Warranties and Service Exclusions), X (Indemnity) and XIIV. (Limitation of Liability).
 - b. Subject to Clause XV, Part v and this Clause XVIII, these TERMS are not intended to and do not give any person who is not a party to them any right to enforce any of their provisions.
- iii. All correspondence with the consultants, authors or anyone else providing training or COURSE MATERIAL on behalf of OILENNIUM shall at all times go through OILENNIUM.
- iv. Assignment: The benefits and obligations conferred by these TERMS upon the CUSTOMER are personal to the CUSTOMER and shall not be assigned, delegated, transferred, sub-contracted or encumbered or otherwise made available or disposed of without the express prior written consent of OILENNIUM. OILENNIUM shall be entitled on written notice to the CUSTOMER to assign the benefits and obligations conferred by these TERMS to any of its subsidiaries.
- v. Non-Solicitation, Engagement and Employment: During the terms of this agreement and for a period not less than 18 (eighteen) months after termination of the agreement, the CUSTOMER will not attempt to solicit or entice away from OILENNIUM or engage or employ, or procure the engagement or employment of, any PERSONNEL who at the date of termination is (or has agreed to be):
 - a. An employee or consultant of OILENNIUM; or
 - b. A CUSTOMER, supplier, licensor, licensee or collaborative partner of OILENNIUM.
- vi. Although all technical content has been subject to a review and sign off process, OILENNIUM accepts no responsibility for the content of these modules, or for the consequences of any actions taken on the basis of the information provided.

XIX. NOTICES

- i. Notices to OILENNIUM must be sent to OILENNIUM LIMITED Havenbridge House, North Quay, Great Yarmouth, Norfolk NR30 1HZ, United Kingdom.
- ii. SUBSCRIPTION cancellation notices must be sent to OILENNIUM LIMITED 60 days prior to SUBSCRIPTION expiry
- iii. Notices to the CUSTOMER may be sent to the CUSTOMER either by e-mail or to the registered office. Notice will be deemed received twenty-four (24) hours after e-mail is sent or three (3) days after the date of posting where evidence does not exist to the contrary.

XX. LAW, DISPUTES AND JURISDICTION

- i. These TERMS (and all disputes, claims or matters arising out of or in connection with them, whether contractual or non-contractual) are governed by and construed in accordance with the Laws of England and are subject to the exclusive jurisdiction of the Courts of England and Wales to which jurisdiction the parties hereby submit.
- ii. Any dispute shall be referred to the senior management of each party by way of first method of dispute resolution. If within 14 (fourteen) days of referral, the managers are unable to resolve the dispute then the dispute shall be passed on to mediation under a mediator chosen by OILENNIUM. The mediator shall have the ability to hear the dispute in a process which conforms to that stipulated by the Law Society for England and Wales and can decide on costs. Appeals to judicial process can only be made on a point of law or process.