

1. Introduction

You have been granted a license to use this Site under an Agreement between IPIL and your Employer or Service Provider (your “Corporate Licensee”). These ‘Specific Conditions for Online Courses’ constitute, together with the General Conditions, the Code of Honor and your Corporate Licensee’s Agreement, an Agreement between you and Inflection Point Intelligence Limited (‘IPIL’), during your participation in online courses. While using the Site you agree to be legally bound by this Agreement.

IPIL retains the right to modify this Agreement without notice and at any time. All modifications of this Agreement will come into immediate effect as they are displayed on this page. You are assumed to know the newest clauses of this Agreement and by accessing the Sites after these possible changes, you notify your consent with the modified Agreement as well as the mentioned changes.

2. Content

Through this Site, IPIL provides and manages online education modules and courses, herein denominated Courses, including programs for professional certificates of completion, herein denominated Programs.

Programs are offered in partnership with a university or school (the ‘Partner’), and all Programs are subject to the limitations of guarantees and liabilities:

- Unless otherwise specified, you will not receive any university credits or awards from the Partner of the Programs nor become a student of the school or university.
- The Programs are run by IPIL and do not equate to an Admission to the Partners’ otherwise offered studies.
- Participation in a Program does not grant any privileges otherwise offered by the Partner, such as Alumni community access, learning materials etc.

IPIL and the Partner grant a Certificate of Completion to participants who have demonstrated satisfactory knowledge and understanding of the Program’s content.

The decision to grant or not such certificate of completion to a participant is at the sole discretion of IPIL and the Partner. The conditions to obtain a Certificate vary from one program to another, and may also vary over time.

Obtaining a Certificate is usually dependant on:

1. active participation in the course
2. obtaining satisfactory marks on any quizzes
3. attendance at, and active participation in, any required in-classroom events eg “Bootcamps”.

3. User Content

3.1 – Definition

‘User Content’ contains all the details of content, regardless of its format, submitted, posted, published, or distributed on the Site by a user, including all notes, questions, answers, comments, texts, pictures, videos and file download, without limit.

3.2 – Conduct

You are responsible for your own use of this Site and for all the content that you submit, post, publish and distribute on the Site.

When you provide User Content, you declare and ensure to IPIL that you have all necessary rights to supply and use this content.

You agree to use the Site within the rules and regulations, national and international laws, including the privacy and copyright laws, laws regarding the transmission of technical data exported from your country of residence, as well as all export control laws.

The following forms of content ("Banned Content") are strictly prohibited:

- Content which defames, harasses, discriminates against, hurts or threatens others;
- Content which discusses illegal activities, with an intention of performing them;
- Content which violates or misappropriates intellectual property rights;
- Content it is forbidden to divulge;
- Content which is profane, pornographic, obscene, indecent or illegal;
- Any kind of advertisement or any form of commercial solicitation;
- Content which is linked to political activities;
- Content which comprises false information and which is published with the intention of deceiving others.

Moreover, you promise:

- not to use the Site with the goal to damage, disable, overburden and impair all or some of the Site, computing equipment and network connections to the Site, or interrupt or interfere with the whole program or other purposes, such as the enjoyment of the Site by other users;
- not to try to obtain an unauthorized access to the Site, other accounts, hardware and networks of the Site through hacking, password extraction or any other ways;
- not to obtain or try to obtain the materials or information on the Site which are not made available on the Site;
- not to copy or use one any parts of the Site except the parts authorized by Agreement;
- not to manipulate identifiers and account credentials in order to disguise the origin of any communication transmitted through the Site.

IPIL reserves the right to remove Banned Content, and declines any responsibility if such content was not removed promptly.

3.3 – Liability of IPIL

As part of your participation in a Course, you may have the opportunity to consult or download other participants' User Content of the Course.

Although IPIL requires all its participants to observe the User Content's conditions of use, IPIL can neither guarantee the conditions are respected nor ensure that all User Content is free from banned content, viruses or other harmful components.

IPIL declines all liabilities for any cases of accessing or downloading the User Content.

3.4 – Creative Commons license

You place your User Content within Creative Commons license cc-by-sa-nc.

4. User account and personal data

4.1 – Definition

In order to participate in the Courses on the Site, you must register with your own account and obtain a User Account consisting of a username, an e-mail address and a password.

4.2 – Obligations

You commit not to disclose or share your User Account information with a third party, for any reason. You undertake to create only one User Account and only use your own User Account to access the Site.

You commit to inform IPIL of any suspicion as to an unauthorized utilization of your User Account.

IPIL declines any responsibility for loss or damages caused by unauthorized access to your User Account.

By registering or filling out a registration request for a Course, you may be asked to enter more information, such as your name and your place of residence. The additional information may be asked for the purpose of confirming your identity and your location for sales tax purposes, and is necessary to use the Site and enroll in programs.

You declare, in accordance with your obligation to this Agreement, that all information is accurate, updated and complete.

If we discover that the information you provided is false, inaccurate, out of date or incomplete, IPIL reserves the right to terminate your utilization.

Moreover, you consent to receive communications from IPIL and its Partners.

You may be required to present your photo ID and be subjected to identity check during the Course.

4.3 – Rights about personal data

You have the right to permanent access, modification, rectification, and opposition to your personal data.

To exercise this right, send an email to info@ipi-edu.com.

The request must be accompanied by a copy of an identity document carrying a signature of the holder, and specify the address for an answer. The answer will be send within 1 month of the reception of the request.

Information stored in the Site related to you and the courses you take, such as quiz results and Program progress, may be shared with authorized representatives of your Corporate Licensee.

5. Admission

Enrollment on a Course is restricted to persons of 18 years of age or more, fully capable and compliant with the above-mentioned terms, conditions, obligations and guarantees.

By enrolling in a Course, you declare that you are more than 18 years and you have the legal ability and capacity to conclude the Agreements.

6. Financial conditions, termination

6.1 – Payment

Payment for the services you may use has been made by the Corporate Licensee. You may not request a refund.

6.2– Physical attendance

In order to gain a Certificate, you may be required to physically attend an in-classroom event, possibly of several days' duration. Your travel costs and accommodation and meals will not be provided or reimbursed by IPIL or the Partner – you must make and pay for your own travel and living arrangements.

6.3 – Termination by IPIL

You understand that IPIL can, at its sole discretion, terminate your utilization of the site or your participation in a Course, for any or no reason, that IPIL is freed from any responsibility to you in such case.

You grant IPIL the right to cancel, delay, transfer or change a Course's format at any time. If you do not want to participate in a Course or use the Site anymore, you are able to terminate your participation after notification to IPIL . The rights that are granted to you in accordance with the present clauses will become void at the time of termination of your rights to use the Site, however, other clauses of the Agreement will survive such termination.

7. License grant and intellectual property rights of IPIL

In consideration of your acceptance of the present Specific Conditions and under your Corporate Licensee's Agreement, IPIL grants you a non-exclusive, non-transferable, and revocable license, so that you can access and use the Site, within the Agreement's terms.

You can download the content of IPIL or IPIL's Partner from the Site only for your personal and non-commercial use.

You may not transfer, copy, reproduce, transmit, distribute, publish, commercially exploit, change or create derivative works from the Content of IPIL and its Partner.

You may not copy, dismantle or access the source code of any software used for operating the Site and the Programs.

Notwithstanding the above, some reference materials, digital books, items and other information in the site are made available, potentially with third party's authorization. The utilization of the information is subject to certain rules and conditions, which are posted. When using the Site, you agree to respect these rules and conditions. The Content of IPIL and IPIL's Partner consists of all content and other materials, in whole or in part, which are available on the Site or through these Courses, including conferences, speeches, teaching videos, quizzes, texts, presentation materials, homework, programs, code, pictures, texts, page layouts, arrangements, expositions, applications, documents, material, audio and video clips, and HTML files. All the

contents of IPIL and IPIL's Partners are the property of IPIL or its Partners. They are protected by copyrights, trademarks and/or other intellectual property rights in accordance with national and international laws.

The logos and brands Inflection Point Intelligence, Inflection Point Intelligence Limited, Inflection Point Intelligence LLC, IPIL and Henley Business School are the property of IPIL or its Partners.

All other trademarks, with or without attribution, trade names, service marks, and logos which are using on the site, belong to their respective owners.

8. Limitation of liability

8.1 – Adequacy and continuity of services

The Site, Courses and all information, products and services are provided “as is” without any kind of warranties.

IPIL does not ensure that the Site and/or the Courses will meet your needs or expectations, or reach your expected outcomes.

IPIL does not undertake as to your capacity to transmit and receive the information of the Site.

8.2 – Relevance

The Site may contain links to other websites operated or monitored by others. IPIL does not assume any responsibility and is not required to verify systematically, examine or approve the content and utilization of the said sites' products and services.

You are responsible when accessing these sites.

9. Compensation

You undertake to compensate for and exonerate IPIL from all claims, liabilities, damages, losses and expenses, including the remuneration and fees of law firms, resulting from:

- your utilization or attempt of use of the Site and Courses in violation of the Agreement;
- the violation of all laws and rights of a third party by yourself;
- the information or content that you publish or make available on the Site or in the Courses, including, without limitation, any infringement action, and any embezzlement of intellectual property or other property rights.

10. Copyrights

If you think your intellectual property rights are being or have been violated, please contact info@ipi-edu.com.

11. Integration

These Specific conditions, the General conditions, the Code of Honor and your Corporate Licensee's Agreement constitute the entirety of the Agreement between you and IPIL pertaining to the use of the Site. Certain conditions applicable to participation in certain Courses may be provided at the time of registration or on Course-specific web pages.

12. Waiver

IPIL's failure to exercise or enforce any right or provision of the Agreement does not constitute a waiver of such right or provision. If a provision of the Agreement is found by the competent court to be invalid, the parties nevertheless agree that the court shall endeavour to give effect to the intentions of the parties as reflected in the provision. The remaining provisions of these Specific Terms and Conditions must remain in full force and effect.

13. Cession

IPIL may freely assign or transfer part of its rights or delegate its obligations under the Agreement. You must not assign or transfer, by operation of law or otherwise, any of your rights or delegate your obligations under the Agreement without the prior written consent of IPIL .

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