

# Product Terms: Online Training Services (Cayman)

## 1. INTRODUCTION

- 1.1. These product terms apply whenever you have contracted with Mourant Governance Services (Cayman) Limited (**MGSLC**) for online training services (the **Training Services**).
- 1.2. Definitions used and rules of interpretation set out in our General Terms available at [www.mourant.com](http://www.mourant.com) are treated as incorporated into these product terms. In addition:
 

**Order** means a written order placed by you for provision of the Training Services;

**Participant** means any persons: (i) in your employment, or employed within your corporate group; and (ii) identified by you in the Order to administer and/or receive the training delivered by us as part of the Training Services; and

**Training Material** means any course materials and information created, conceived, prepared or generated by us (or our Representative) for any training to be prepared for and/or delivered to you.
- 1.3. The Engagement Terms for Training Services are made up of:
  - 1.3.1. the Order;
  - 1.3.2. these product terms;
  - 1.3.3. the Cayman Islands jurisdiction terms;
  - 1.3.4. the applicable parts of our General Terms (see Clause 7 of these product terms for more detail) and any document referred to in it that is not already mentioned in this Clause 1.3; and
  - 1.3.5. any other document that expressly forms part of the Engagement Terms.
- 1.4. If there is any conflict or ambiguity between those various parts of the Engagement Terms, a term contained in a document higher in the list above has priority over a term contained in a document lower in that list.
- 1.5. We may change these product terms at any time. We will notify you of changes under Clause 34 (*Notices*) of our General Terms.

## 2. TRAINING SERVICES

- 2.1. On receipt of the Order and payment of our related invoice, we will:
  - 2.1.1. grant a non-exclusive, non-transferable, revocable, limited license to you and each Participant for the use of and/or access to the Training Materials; and
  - 2.1.2. as soon as reasonably practicable, issue username(s) and password details to you to enable Participants to access the Training Services.
- 2.2. For the avoidance of doubt, access to the Training Services will not be made available to you or any Participant until full payment is made to us for the Training Services.
- 2.3. Only the Participants may access the Training Services. Usernames(s) and passwords may not be shared or transferred to any other person.
- 2.4. You must contact us in writing to revoke access to the Training Services if a person ceases to be a Participant (for example, on the cessation of their employment with you or within your corporate group). Notice must be given at least a week prior to such cessation date (or as soon as reasonably practicable where advance notice is not possible).
- 2.5. You are liable for any liability, loss, cost or expense that we may incur due to the act or omission of the Participants as if they were your act or omission. We reserve the right to restrict and/or

terminate access to the Training Services to you and any of your Participants as a result of the misuse of the Training Services or the Training Material.

- 2.6. You agree that the Training Material is our property and that the terms of Clause 26 (*Our intellectual property and your use of our name*) of the General Terms apply. Neither you nor your Participants, nor any of your Representatives may reproduce, store or transmit any part of the Training Material by any means without our prior written consent.
- 2.7. In relation to the Training Services, unless otherwise agreed, you are not authorised to record the training by video, audio or any other means.
- 2.8. Access to the Training Services will terminate 12 months after the date on which the username is issued to each of your Participants.
- 2.9. Unless we receive written notice from you to terminate the Training Services for a Participant, each Participant will be automatically re-enrolled for the Training Services on the anniversary of the Order. We will issue an invoice for our fees for providing the Training Services on such re-enrolment.

## 3. DELIVERY

- 3.1. The delivery of the Training Services is facilitated through a third-party online platform provider.
- 3.2. We do not guarantee the performance or availability of the third-party online platform.
- 3.3. We have no obligation to provide maintenance or support for the Training Services or its content.
- 3.4. You are responsible for ensuring that you take appropriate measures to prevent any virus or malware or similar from accessing your IT network, and to ensure that you have adequate privacy and security controls in place to prevent such breaches.

## 4. OUR LIABILITY

- 4.1. We are not liable to you for any liability, loss, cost or expense, whether in contract, tort, breach of fiduciary duty or otherwise that you may incur arising:
  - 4.1.1. from the performance or availability of the third-party online platform;
  - 4.1.2. from your access of the Training Services through the third-party online platform; or
  - 4.1.3. as a result of you or your Participants accessing the Training Services.
- 4.2. For the avoidance of doubt, the third-party provisions of the General Terms apply to our provision of the Training Services, including but not limited to Clause 17.9.6 of the General Terms.

## 5. RELIANCE

- 5.1. The Training Services are provided 'as is' for general information purposes only and do not constitute professional or legal advice.
- 5.2. So far as possible under applicable laws and rules, we exclude all warranties, including the warranties as to satisfactory quality and fitness for a particular regulatory compliance purpose, in respect of the Training Services.
- 5.3. We do not represent or warrant that use of the Training Services will ensure your compliance with any applicable legal or regulatory requirements.
- 5.4. The Training Services may not be suitable for you or for ensuring compliance with any of your applicable legal regulatory compliance requirements. You are responsible for ensuring your

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compliance with any applicable legal regulatory compliance requirements.

### 6. POLICIES AND PROCEDURES

In performing the Training Services, we will only comply with and have regard to Mourant Group policies and procedures.

### 7. ENDING THE TRAINING SERVICES

7.1. Despite the longer notice of termination period specified in our General Terms, any party may end the Training Services at any time by giving not less than one calendar months' notice to the other in writing.

7.2. On termination of the Training Services, you and your Participants will cease to have any rights to access the Training Services.

### 8. DISAPPLICATION OF CERTAIN PARTS OF OUR GENERAL TERMS

The following clauses of our General Terms are not relevant to the Training Services and are disappplied in full without affecting the numbering or application of the rest of our General Terms:

- (a) Clause 8 (*Our authority to take steps and seek advice*);
- (b) Clause 10 (*Specific authority*);
- (c) Clauses 13.2 to 13.5 (inclusive);
- (d) Clauses 15.2.12 and 15.2.14 to 15.2.15 (inclusive);
- (e) Clause 24 (*Delegation*); and
- (f) Clauses 32.1, 32.2 and 32.3.3.

Date: 31 October 2024