



RelyOn - Booking Terms and Conditions

1. Application

These "Terms and conditions - RelyOn' courses and services" ("Terms and Conditions" or "Agreement") apply for any registration, purchase and agreement regarding participation in and completion of on-site courses and services ("Training Courses") provided by RelyOn Holding A/S, Kalvebod Brygge 45, 3. Floor, 1560 Copenhagen V, Denmark, Company registration number 19 95 13 83 ("RN") in areas that are owned, leased or in any other way rented by RN or any of its affiliates, meaning any entity that directly or indirectly controls, is controlled by or is under common control with RN, ("RN Group") and for any e-learning courses provided by RN on RN's or RN Group's websites ("E-learning Courses") (Training Courses and E-learning Courses hereinafter jointly referred to as "Courses") unless RN or the relevant RN Group company has explicitly accepted in writing that these Terms and Conditions shall, in whole or part, be waived or replaced by different regulations. These Terms and Conditions supersede any previously issued terms and conditions and no terms and conditions endorsed on, delivered with, or contained in the customer's purchase conditions, confirmation of order or otherwise shall form part of the contract between RN and the customer.

For any Training Course held by RN in other locations than the above mentioned, the attached "Appendix A – Training Courses on third-party or Clients premises" shall supplement and be an intrinsic part of these Terms and Conditions.

For any E-learning Course held by RN via RN's or RN Group's websites these Terms and Conditions are supplemented by the end user agreement, which stipulates the rights and obligations when using RN's E-learning Course software ("End User Agreement").

2. Registration and order confirmation

2.1 Confirmation of participation in Courses

The booking of a slot for participants in a Course shall be deemed to be accepted and the booking valid only upon written confirmation from RN, upon the other party's, whether a corporate or self-sponsored client (the "Client"), written acceptance of RN quotation, or upon receipt of payment.

Upon booking of a Course, these Terms and Conditions shall govern the relationship between RN and the Client. The Client shall ensure that all persons (whether its employees, agents, consultants or suppliers) attending a Course

booked by the Client, or the Client itself in the case of a self-sponsored client, (a "Participant") shall act in accordance with and fully comply with these Terms and Conditions.

2.2 E-learning Courses

The Client purchases an E-learning Course licence by selecting a particular E-learning Course on the relevant RN or RN Group website. The Client should then submit their payment following the instructions on the RN or RN Group website. The Client confirms to have read and checked the order of the selected E-learning Course carefully before submitting it.

The Client may be required to submit the name and email address(es) of the Participants who will study the E-learning Course in order to comply with the standards of external accreditation bodies.

Upon the Client's successful payment, as further described in clause 3.3 of the Terms and Conditions "Payment Terms for E-learning Courses", the Client will receive an automatic email from the payment gateway to confirm if the payment was received successfully and to provide a confirmation of the booking and a receipt of the purchase.

RN Group will then email the Client who booked the E-learning Course to confirm the booking and to provide the Client with login details and a password. The login details are personal for each Participant and the Client may not transfer the login details to third parties.

The E-learning Course licences, meaning the access via RN's or RN Group's website to the specific E-learning Course, are valid for 12 months from the date the Client receives the login details and password (the "Licence Period"). Each e-learning licence can only be used to undertake the E-learning Course once.

If the Participant fails to complete the E-learning Course within the Licence Period, the licence will automatically expire.

Upon completion of the E-learning Course and provided the Participant achieves the requisite pass mark for the E-learning Course, the Participant can download a certificate for the E-learning Course.

Externally accredited E-learning Course certificates will be issued to the Client and Participant by email, following completion of RN's verification process.

For all other E-learning Courses, Participants will be prompted to generate and download a certificate in electronic format at the time of successful completion of the E-learning Course.

RN shall retain the results of all successful E-learning Course completions for a minimum period of 3 years.

3. Fees and payment

3.1 Payment Terms for Businesses

Clients (excl. self-sponsored clients – see 3.2 and E-learning Course – see 3.3) will receive an invoice as soon as possible after the booking and no later than 1 calendar Day, meaning any day in a month, including weekends and holidays ("Calendar Day") after completion of the course in which the Client has registered one or more Participants. RN is entitled to send invoices using electronic communication. If no specific fees are agreed beforehand, the fees for Courses are set out in the current RN price list in force, which is available upon request. All course fees on RN and RN Group websites are shown in local currency unless otherwise indicated. RN reserves the right to change the prices on RN or RN Group websites without notice.

3.1.1 Quotations

Written quotations from RN are valid for a period of 30 Calendar Days from the date on which they are given unless otherwise indicated. RN reserves the right to withdraw such quotation at any time prior to its acceptance. Applicable fees are stated in the quotation and shall be payable in the local currency unless otherwise indicated. All prices are exclusive of VAT and any other taxes or charges which shall be payable by the Client in addition to the fees at the prevailing rate(s) where applicable. The fees include the cost of course materials, course facilities and equipment unless otherwise informed.

3.1.2 Payment

The Client shall pay each invoice submitted to it by RN or RN Group within 14 Calendar Days, from invoice date or as otherwise stated in the invoice, unless otherwise agreed in writing. The Client is not permitted to make deductions or retain the amount in whole or part or to set off the amount against a claim the Client asserts it has against RN. Payment shall be effected with SEPA direct, direct payment or similar unless otherwise agreed. For the avoidance of doubt RN and RN Group are allowed and permitted to use factoring (commercial and trade finance) companies, in order to sell invoices on a non-recourse basis.

3.1.3 Late Payments

Without prejudice to any other right or remedy that RN may have, in the event of failure by the Client to pay RN on the due date, RN may charge a dunning fee and a late penalty fee as per applicable law accruing on a daily basis and being compounded monthly until payment is made.

3.2 Payment Terms for Self-sponsored Clients

For self-sponsored clients the course fee, VAT and any other charges are due for payment at time of booking. The amount can be paid with credit/debit card online

or electronically to a bank account stated on the course confirmation prior to the course start. If agreed, also by payment with a credit/debit card when arriving at the designated RN location. If the amount has been paid electronically, payment documentation must be provided prior to the course and presented to RN upon request. RN reserves the right to refuse training to any Participants who cannot document that the amount has been paid on the course start date.

3.3 Payment Terms for E-learning Courses

For E-learning Courses the course fee and any other charges are due for payment at the time of booking.

All course fees for E-learning Courses are set out on RN or RN Group websites and are exclusive of VAT and any other taxes or charges which shall be payable by the Client in addition to the fees at the prevailing rate(s) where applicable. All E-learning Course fees are shown in local currency unless otherwise indicated. The Applicable VAT and taxes are provided on the RN or RN Group websites.

RN accepts payment by Dankort, Mastercard, Maestro, VISA and JCB.

3.4 Health, Safety and Administration Fee and Flexibility Fee

A Health, Safety and Administration Fee ("HSA Fee") will be added to the Training Course fee. The HSA Fee will not be applied to the E-learning Course fee.

If the Flexible Option, as further described in clause 4.2 is chosen, a Flexibility Fee will be added to the Training Course fee.

4. Cancellation policy

4.1 Standard Cancellation of Standard Training Courses

The Client may cancel a standard Training Course by giving notice to RN that it no longer requires the booking(s), provided such notice is in writing and received by RN at least 14 Calendar Days, prior to commencement of the relevant standard Training Course. In such circumstances, RN shall refund to the Client all fees paid less an administration fee according to the RN standard price list at the time of the cancellation. If notice of cancellation has not been received at least 14 Calendar Days prior to commencement of the standard Training Course or a Participant fails to attend a standard Training Course for any reason whatsoever, cancellation is not possible and all fees payable in respect of such course shall remain payable to RN.

4.2 Flexible Option

The Client can chose a flexible cancellation option (the "Flexible Option"). If the Flexible Option is chosen, Client or Participant may, up to 24 hours prior to the start of the standard Training Course, change the booking to include a corresponding standard Training Course on a later date within 12 months. The Flexible Option allows for the right to change the course date, by providing no less

than 24 hours' notice, up to three times within 12 months from the original Training Course date. The right to change a course date is subject to availability for the relevant standard Training Course.

If a change of the Training Course date has been agreed, a full course fee will be invoiced in the event of a later cancellation of that Training Course by the Client.

4.3 Cancellation of onsite, bespoke or non-standard Training Courses

The Client can cancel any onsite, bespoke or other non-standard Training Course:

(a) More than 28 Calendar Days prior to the start of the Training Course, in return for payment of any eventual preparation costs that RN has already incurred.

(b) Less than 28 Calendar Days, but more than 14 Calendar Days prior to the start of the Training Course, in return for payment of preparation costs and 50% of the remaining full course fee.

(c) For cancellations less than 14 Calendar Days prior to the start of the course, the full course fee shall remain payable to RN.

4.4 Cancellation of E-learning Courses

Notwithstanding the above, E-learning Course licences cannot be cancelled, and the E-learning Course licences are non-refundable.

4.5 Cancellation by RN

RN reserves the right to cancel or postpone any Training Course for any reason whatsoever and in such event, RN liability for such cancellation shall be limited to a full refund of fees paid or, where available and acceptable to the Client, transfer to a similar Training Course on an alternative date. RN and RN Group cannot be held liable for any types of loss, damages, costs or expenses sustained by the Client as a consequence of the cancellation or postponement.

5. Complaints

All complaints in respect of a Course should be made in writing and sent to RN within 30 Calendar Days from the date of the last day of the Course in question.

6. Course certification

A Participant must complete all aspects of a Course to the standard(s) specified by RN in order to receive Course certification. If the Participant fails to complete any element of the Course in question, the Participant shall not be entitled to certification. In such event, no fees or payments shall be reimbursed to the Client for the Participant's failure to complete the Course in question. Any matter relating to the provision of Course certification shall be determined by RN in its absolute discretion.

7. Duplicate certificate

Requests for duplicate certificates must be made in writing by the Client or Participant stating the relevant Course, date, Participant's name and date of birth. A fee per certificate copy will be applicable, which is visible from the RN price list. This fee must be paid in advance of the duplicate certificate being issued. The Client can free of charge generate and download an obtained certificate from E-learning Courses on RN or RN Group websites.

8. Accommodation and transportation

If requested and if available, RN will assist the Client in providing information to Participants about local accommodation and transportation for Training Courses. RN accepts no responsibility for the provision of such information and shall not be liable for any losses (direct, indirect, consequential or otherwise) arising from any arrangement between the Client or Participant and the provider of such accommodation.

9. Clients and Participants responsibilities

Health and safety - Training Courses

The Client, or the Self-sponsored Client, must ensure, that each Participant shall at all times during the Training Course:

(a) act in full compliance with all applicable health and safety legislation, regulations and policies; (b) follow all instructions or directions given by RN personnel; and (c) not be under the influence or in possession of alcohol or illegal substances.

If any Participant fails to act in accordance with the above requirements or is reasonably believed to have taken or used any illegal substances or alcohol, RN may, in its absolute discretion, require such Participant to leave the Training Course immediately. RN will inform the Client of any such event. In such event, no fees or payments shall be reimbursed to the Client for the Participant's failure to complete the Training Course.

Each Participant shall, and the Client shall ensure that the Participant has read and understood RN Information for Participants attending training courses at RN training centres before participating in the Training Course.

It shall be the Client's sole responsibility to ensure that Participants are sufficiently fit and able, including being free from respiratory disorders and heart disease, to participate in any physical activity forming part of the Training Course. If in doubt, Participants must seek appropriate medical advice prior to commencement of the Training Course. The Participant must disclose any relevant medical condition prior to taking part in physical training activities. RN reserves the right to refuse to provide Training Courses to any Participant when it considers such Participant's involvement may pose a risk to the Participant's own health and safety or the health and safety of others.

End User Agreement - E-learning Courses

Each Participant of an E-learning Course must have read and accepted RN's End User Agreement, which stipulates the rights and obligations when using RN's E-learning Course software.

The Client must at all times comply with the End User Agreement and be responsible for and ensure that all Participants comply with the terms of the End User Agreement. The Client is liable for any Participant's breach of the End User Agreement as if it were the Client's own act or omission as set out in clause 12 of these Terms and Conditions.

If a Participant experiences any issues or troubles with E-learning Courses, including, but not limited to, unavailability of the purchased E-learning Course, login issues or website malfunctions, the Participant must immediately contact RN. RN assumes no liability for such issues or troubles, however, RN will use reasonable efforts to resolve the issues or troubles, provided that these issues or troubles are not due to the Client's or Participant's own circumstances, including IT-malfunctions on the Client's or Participant's own IT equipment.

Code of Conduct

RN seeks to ensure that RN's business relationships demonstrate responsible business conduct in relation to managing adverse impacts on principles for sustainable development. Therefore, the Client must at all times ensure compliance with RN's Business Relationship Code of Conduct and Policy on Corporate Social Responsibilities ("Code of Conduct").

The Client must maintain appropriate records to demonstrate compliance with the Code of Conduct and the Client must provide such records to RN at RN's request.

The Code of Conduct shall be deemed an intrinsic part of these Terms and Conditions and any breach of the Code of Conduct is considered a breach of the Terms and Conditions, which may result in termination of RN's business relationship with the Client.

10. Data Protection

The Client and Participant agree that RN is permitted to process personal information about the Participant as part of its records and RN may process such information as part of RN business to provide the service as per the Agreement. The Client and Participants agree that RN may disclose such information to third parties only if and to the extent that such disclosure is, in RN's view, required for the proper conduct of RN business, such as disclosure to a certification body (e.g. OPITO, STCW), to ensure proper registration of the training certificate. Further details and information on how RN processes personal data is outlined in the RN Privacy Policy.

The Client shall ensure that all information provided to RN is provided in compliance with applicable law, such as applicable data protection legislation, and that information regarding the relevant RN Privacy Notice is relayed, as appropriate.

11. Intellectual property rights

All trademarks, copyrights, design rights and any other intellectual property rights (whether registered or unregistered) used, created or embodied in or arising out of or in connection with the delivery of the Courses shall remain the sole property of RN and the Client and Participant shall not during, or at any time after, the completion of the Course assert ownership of or dispute RN ownership of such rights and shall assign to RN any such rights coming into its possession.

All materials and information (in whatever form) provided by RN to the Client or a Participant in connection with the Courses may not be copied, distributed or made available to any third parties. The Client and the Participants shall not use such material and information for any reason which is not connected to the specific Course provided by RN to the Client or Participant.

A Participant is, subject to the previous paragraph, entitled to retain for their personal use the Training Course materials that are provided to them for this purpose only. Any other materials relating to the Training Course (in whatever format) provided to the Client or a Participant shall be returned to RN on the earlier of the completion of the Training Course or upon request by RN. The Client and the Participants shall not copy or otherwise reproduce any materials (including Training Course materials) provided by RN without RN prior written consent.

12. Liability of Clients and Participants

It is the responsibility of the Client to ensure that all sponsored Participants behave responsibly and follow instructions given by RN personnel at all times. RN reserves the right to dismiss a Participant from a Course without liability if, in RN's reasonable opinion, the behavior of a Participant is unacceptable. In such event, no fees or payments shall be reimbursed to the Client for the Participant's failure to complete the Course.

The Client or the self-sponsored Participant shall be liable without limitation for any damage to RN facilities, inventory or employees, including but not limited to furnishings, premises and equipment, caused by acts or omissions in negligence or willful misconduct of the Participant. If, in case of illness during the Training Course, the Participant requires medical treatment or hospitalization the Client, or Participant in case of self-sponsored Participants, shall bear all costs for such medical treatment or hospitalization and shall indemnify RN for any costs related thereto.

13. RelyOn Liability and Limitation of Liability

RN assumes no liability towards, and shall not be liable to, the Client and/or the Participant for any types of loss, damage, injury sustained by the Client and/or Participant in connection with or as a result of Courses, unless the loss, damage or illness was caused by an intentional or grossly negligent act from someone who acts for or on behalf of RN in connection with a Course. RN's liability, if any, towards a Client and/or Participant for Courses and services shall not include indirect or consequential losses, for instance loss of income, profit or contractual position. RN's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Courses and further, any liability shall in any case be limited to EUR 500,000.

The Client and/or the Participant relinquish the right to assert claims against RN unless RN is notified in writing about any relevant claim without undue delay after the Client or Participant was aware or should have been aware of the existence of the claims or the circumstances that the claims are based upon. If claims have not been submitted within 30 days after the completion of the Course or delivery of the service in relation to which the claim is asserted to have arisen, the claim cannot be asserted against RN, the company's representatives or insurance company.

14. Insurance

The Client and RN shall respectively obtain, maintain and keep in full force and effect all compulsory (e.g. workers compensation, auto liability), and customary (e.g. liability, property damage) insurances.

Self-sponsored clients shall obtain, maintain and keep in full force customary insurances for private individuals.

15. Force majeure

Neither party shall be in breach of these Terms and Conditions nor liable for any failure or delay in performance of its obligations (other than the obligation to make payments of money) arising or attributable to acts, events, omissions or accidents beyond its reasonable control including, but not limited to, acts of God, fire, explosion, embargo, terrorism, civil disturbance, epidemics, pandemics, lightning damage, electromagnetic interference, radio interference, strikes and industrial dispute.

16. Severance

If any provision of these Terms and Conditions (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

If a provision of these Terms and Conditions (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

17. Choice of Law and Venue

Any disputes, claims or disagreements between RN and a Client and/or Participant with regard to these Terms and Conditions and/or Courses or services regulated by these Terms and Conditions shall be governed by and construed in accordance with the laws in the jurisdiction of the RN entity conducting the Course or delivering the service and shall be settled by the ordinary courts of the respective jurisdiction of the RN entity conducting the Course or delivering the service. In the event of conflict between the Terms and Conditions and non-mandatory statutory provisions, the Terms and Conditions take precedence.

18. Translation

Any local language translation of these Terms and Conditions is provided for the convenience of the Client and Participant only. In the unexpected event of any discrepancy between the local language version and the English language version, the text of the English language version shall prevail.

19. Miscellaneous

These Terms and Conditions supersedes all previous agreements, whether in writing or oral in respect of its subject matter.

Information obtained from RN or RN Group, whether it is during participation in a Course or other information obtained from RN or RN Group, which is not publicly available, is considered confidential information. The information may not be disclosed, transferred or in any other way be shared with third parties, unless RN or RN Group have provided a written consent.

The Client may not assign any right or obligation under these Terms and Conditions.

If a Client or Participant experience any issues, including login issues for E-learning Courses, these issues must be reported to RN as soon as possible to allow RN to take action. RN cannot be held liable for issues, which have not been reported in a timely manner.

RN support can be reached at: info@relyonnutec.com.

Appendix A – Training Courses on third-party or clients premises

1. Application

The provisions in this "Appendix A – Training Courses on third-party or Clients premises" are incorporated in the Terms and Conditions for all Training Courses conducted by RN, in any location that is not owned, leased or rented in any manner by RN or any affiliates in the RN Group.

All words and expressions that are defined in "Terms and Conditions – RelyOn" have the same meaning and content in this document.

2. Course fee

The course fee does not include fee relating to Training Course premises/Training Course area and catering. Hire of equipment for use during Training Courses and costs for transport of this equipment are only included in the course fee if this is agreed in writing with and confirmed by RN.

If, at the Client's request, RN's provision of Training Courses is extended in terms of time and/or scope, extensions in connection with standard Training Courses will be invoiced in accordance with the applicable hourly or daily rate plus any taxes/fees and costs.

3. Travel and accommodation costs

RN organizes its own travel activities and selects what is considered suitable means of transport and accommodation of a normal standard.

In accordance with the documented costs, the Client shall cover travel costs and all costs related to accommodation for RN personnel for travel to and from the Training Course location and when staying at the Training Course location.

Travel and accommodation costs are invoiced along with the agreed course fee, hourly rates or day rates.

4. Cancellation and postponement

In addition to accrued fees for the cancellation of Training Courses or changes to the Training Course, in accordance with clause 4 of the Terms & Conditions, the Client must always cover the costs RN incurs due to such cancellation or postponement, including but not limited to, any costs related to plane tickets, hotel reservations and accommodation.

5. Training Course premises and Training Course area

Unless otherwise is explicitly agreed in writing, the Client must, at no cost to RN, make suitable premises and/or areas available for conducting Training Courses on the Training Course date. The premises and/or area must include all necessary facilities for the completion of the Training Course. The Client must also guarantee for and provide RN personnel with the necessary access to the relevant premises and areas.

If the Training Course premises and/or Training Course area include equipment or devices that the Client has procured upon agreement with RN for use during the Training Course, the Client must guarantee the fitness for a particular purpose for the equipment and devices and that these are adequately maintained and have been inspected, tested and approved by qualified personnel, for use during the Training Course within a reasonable period of time prior to the Training Course date. In case of any doubts, specifications can be requested from RN defining the exact needs for any given Training Course.

The Client shall indemnify RN against any form of loss and damage that may arise as a result of failure, malfunction or the like in the equipment or devices that the Client has procured for use during the Training Course. The duty to indemnify RN applies regardless of liability, in any form, on the part of the Client or any party that acts for or on behalf of the Client in connection with the Training Course.

Endnotes: Local amendments to these terms and conditions

- **Azerbaijan:** RN is also entitled to send invoices by hard copy.
- **MEA:** All local and foreign taxes including Withholding Tax to/(will need to) be borne by the client to pay RN in full as per the invoice. If there are local taxes of any kind, this will need to be grossed up on the invoice amount in order to pay RN in full as per the invoice for bank transfers.
- **Azerbaijan:** Monthly rate of 0.5%, accruing on a daily basis and being compounded monthly until payment is made.
- **Azerbaijan, United Kingdom:** Payment by credit/debit card at RN location is not available.
- **East Asia:** Including advanced (MEMIR & OIM).
- **United Kingdom:** The paragraph is not valid.
- **East Asia:** GBP 500,000 is valid.
- **East Asia:** Any disputes, claims or disagreements between RN and a Client and/or Participant with regard to these Terms and Conditions and/or courses or services regulated by these Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia. The parties irrevocably agree that the courts of Malaysia shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms & Conditions or its subject matter.