



PSB Philippines

General Terms and Conditions for E-Learning (with information for consumers)

Under this General Terms and Conditions, TÜV SÜD PSB Philippines, Inc. shall be referred to as "**Academy**" and the subscriber of the E-Learning Solution (as referred below) shall be referred to as the "**Customer**". The Customer and the Academy shall be jointly referred to as "**Parties**" or individually as "**Party**".

Application and structure of these Terms and Conditions

This General Terms and Conditions shall apply to any use by the Customer of any E-Learning Solution ("**E-Learning Solution**") as described in the service outlines and any commercial agreements ("**Order Documents**") available in the online shop of the Academy, as well as to the use of any modules ordered by the Customer. The use of the E-Learning Solution by the Customer may be agreed either (i) for a limited period of time as part of a Software as a Service Model ("**SaaS Model**"), or (ii) for an unlimited period of time, as part of a permanent transfer of the software to the customer's own IT infrastructure ("**Purchase Model**"). The relevant applicable agreed model shall be stipulated in the Order Documents. This General Terms and Conditions shall further apply for the provision of services by the Academy in connection with the E-Learning Solution.

Accordingly, this General Terms and Conditions are divided into three parts (excluding the provisions in relation to scope and structure).

SECTION 1 contains special provisions that are only applicable for the SaaS Model.

SECTION 2 contains special provisions that are only applicable for the Purchase Model.

SECTION 3 contains general provisions that are applicable to both models.

The use of the E-Learning Solution shall apply exclusively on the basis of the following this General Terms and Conditions. Any terms and conditions of the Customer, that are at variance to this General Terms and Conditions (if any), shall be deemed to be expressly rejected hereby and shall not be applicable. Any agreements that differ from this General Terms and Conditions need to be expressly agreed in writing by the Academy in order to be valid.

Part 1 - The SaaS Model

1. Project Specifications

1.1 The main contractual obligation of the Academy under the SaaS Model is (i) providing the Customer with access to the E-Learning Solution in the version generally available at the Academy for the agreed term, and (ii) to grant access to the modules booked by the Customer as part of this version of the E-Learning Solution (cf. No. 15) (hereinafter referred to as: "**SaaS-Services**").

1.2 The manner of the E-Learning Solution made available as part of the SaaS Model shall be definitively set out in the Order Documents. The Academy cannot be held responsible for the SaaS-Services provided meeting the Customer's expectations. The Academy only hosts the SaaS-Services exclusively within Philippines. This does not apply for the webinars offered as part of the SaaS-Services.

1.3 The Academy shall be entitled to vary the SaaS-Services, and in particular to include updates or upgrades, to the extent that such a change is necessary, in order to account for technological developments or to fix errors or problems with the SaaS-Services, and where any such variation does not lead to any negative deviations from the properties agreed at the point of entering into the agreement. (cf. No. 1.2).

1.4 The Academy shall be obligated to make the SaaS-Services available to Customer for use via the internet, and to make it thus accessible. The SaaS-Services shall be available to the Customer via internet. The SaaS-Services are available 97% of the time on average in a year (365 days). The demarcation point where the availability is measured shall be the WAN directed router output of the computer center used for providing the SaaS-Services. Maintenance times as per No. 1.7 shall be deducted when calculating the availability. The Academy shall be under an obligation to monitor the SaaS-Services and the availability of the respective servers required for the respective SaaS-Services.

1.5 The SaaS-Services do not include any internet access for Customer, but merely the making available of the SaaS-Services to be accessed via the internet, within the agreed availability parameters.

A prerequisite for using the SaaS-Services shall be compliance with the technical system requirements by the Customer. The technical system requirements for using the SaaS-Services can be accessed at <https://www.tuv-sud-psb.ph/en/activity/training-services/elearning/technical-system-requirements-for-using-digital-academy-portal>. In the case of updates, the Academy shall be entitled to change the technology system requirements in order to comply with the state of the art, and to notify Customer thereof as part of the release notes, however, the Academy shall ensure in doing so that two browsers that are available for free shall always be supported.

1.6 Customer must not use the SaaS-Services in a manner that would endanger the security and/or the performance of the SaaS-Services infrastructure.

1.7 Scheduled maintenance may be carried out by the Academy during the following maintenance times: 1 hour and not more frequently than 3 times per month outside the core business times of the Academy. In addition to this, the Academy shall be entitled to carry out unscheduled maintenance work up to 1 hour per month; the Academy shall notify the Customer a reasonable time in

advance of any such unscheduled maintenance work, providing an explanation as to why such maintenance work is necessary. The SaaS-Services will not be available during any such scheduled or unscheduled maintenance work.

1.8 A contract shall be concluded by way of an online order of SaaS-Services in the online shop of the Academy. The Customer can add the desired E-Learning Solution to their shopping basket. By going to the "Checkout" and agreeing to place a binding order, the Customer acquires the right to access the SaaS-Services for the agreed term, subject to payment of the invoice then sent to the Customer. In the case of an online order, the order documents shall be transmitted via email.

2. User Rights

2.1 The Academy shall grant to the Customer a non-exclusive and non-transferable right to use the SaaS-Services online. This shall include the right to access the SaaS-Services and to store copies of the program code, which are automatically created during such access, on the Customer's main memory.

2.2 The usage right shall apply for the number of authorised users stipulated in the Order Documents. An authorized user shall be a named, natural person. Any change of the natural person assigned to a user account shall only be permissible with the prior consent of the Academy, such consent not to be withheld unreasonably.

2.3 The Customer shall not be entitled to use the SaaS-Services more extensively than explicitly permitted within the framework of this General Terms and Conditions and the Order Documents. In particular, the Customer shall not be entitled to (i) make the SaaS-Services accessible to third parties, other than to those explicitly permitted in this General Terms and Conditions, (ii) undertake any adaptations to the SaaS-Services, or (iii) grant any sub-licences for the SaaS-Services.

2.4 Insofar as the Order Documents refer to any accompanying materials, the Academy hereby grants the Customer a non-exclusive right to electronically download and print out one paper copy thereof, and to create a backup copy, unless the Order Documents stipulate something different.

2.5 The Customer shall grant to the Academy the simple, world-wide right, limited in time to the term as per No. 3, to use customer content within the meaning of No. 4, and in particular to copy and adapt this, to make it publicly accessible, to the extent that this is necessary, in order to provide the SaaS-Services to the Customer.

3. Term and Termination

3.1 The contract for use of SaaS-Services shall run for the term stipulated in the Order Documents. Unless the contract is terminated no later than 1 month before the expiry of the current term, then it shall automatically be renewed for a further term corresponding in length to the previous term.

3.2 Terminating the contract for cause shall be possible for either Party, pursuant to the statutory requirements therefor. The right for the Academy to terminate without notice for cause shall arise in particular where

i. The Customer is in breach of No. 4.1 to such an extent that this could result in more than just trivial losses for the Academy, or which could affect the security or operability of the SaaS-Services in a manner that is not merely insubstantial, and where the Customer fails to remedy such breach within 30 days of being asked to do so - where applicable as part of such a request as per No. 4.3;

ii. Where an immediate termination is necessary, in order to comply with applicable law or mandatory demands from a state authority;

iii. Where it is not (or no longer) possible to provide the Customer with the SaaS-Services for regulatory reasons, without undertaking fundamental changes to the SaaS-Services.

3.3 The Academy shall be entitled to remove all Customer content from the SaaS-Infrastructure (as defined below) within 90 calendar days after termination of the contract. It shall be the responsibility of the Customer to save any Customer content before that time. At the request of the Customer the Academy shall release Customer content, such a request to the Academy must be made in writing.

4. Customer Content

4.1 Customer Content shall mean all content or data uploaded to the IT infrastructure used for providing the SaaS-Services (hereinafter "**SaaS-Infrastructure**") by a Customer or any user authorised by that Customer (such data and content hereinafter referred to as "**Customer Content**").

4.2 The Customer shall not be permitted to upload Customer Content which:

i. infringes any rights of third parties;

ii. are in contravention of applicable law;

iii. would lead to the Academy being in contravention of applicable law, or which would be likely to lead to such a situation;

iv. would negatively affect the security of the SaaS-Services, or would be likely to do so;

v. would negatively affect the performance of the SaaS-Services more than just in a trivial manner;

4.3 Upon request, the Customer shall delete any Customer Content that is in breach of No. 4.2 from the SaaS-Infrastructure within a reasonable period, such period to be set by the Academy. Depending on the severity of the threat posed by the content or data in breach of No. 4.2 to the SaaS-Services or to the Academy, in individual cases a demand to delete these immediately may be considered a reasonable period of time. The Academy shall be entitled to delete any content



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and data from the SaaS-Infrastructure, if the Customer fails to do so within the time period stipulated above. There is no need to stipulate a period within which the content needs to be removed, if the Academy were to risk more than just trivial losses if such content was not removed immediately. In such a case, the Academy shall be entitled to delete the relevant Customer Content directly.

4.4 In the event that the Customer should upload Customer Content to the SaaS-Infrastructure which are in breach of No. 4.2, then the Customer shall indemnify the Academy against any and all claims asserted against the Academy resulting from this and shall bear the costs resulting therefrom, unless the Customer is not at fault. This shall also include reasonable legal costs.

4.5 The Academy shall not accept any responsibility for the content of Customer Content. There shall be no obligation on the part of the Academy to check the content and data supplied in respect of their lawfulness.

5. Defects Liability, Maintenance and Support

5.1 The rights of the Customer in cases of material and legal defects shall be governed by the legal provisions.

5.2 Moreover, the Academy provides the Customer with 1st and 2nd level support during working days (excluding Saturdays) from 09:00 to 15:00. The details in respect of the respective support services shall be stipulated in the Order Documents.

5.3 Customer shall exclusively have the email address training@tuv-sud-psb.ph available to them to report errors. Where it is necessary to establish contact by telephone, the Academy will establish contact with the Customer.

6. Remuneration

6.1 The Customer shall pay the agreed remuneration to the Academy for using the SaaS-Services. The details in respect of the respective remuneration agreed shall be stipulated in the Order Documents.

6.2 Unless there is anything different agreed between the Parties, the remuneration agreed between the Parties shall be in respect of one month of SaaS-Services being provided, and shall be due at the beginning of each month.

7. Subject to Change

7.1 Where the SaaS Model is agreed between the Customer and the Academy, the Academy shall reserve the right to change these conditions of use in the future. The Academy shall notify the Customer of any such changes no less than six (6) weeks before any such changes are due to come into effect, and shall send a copy of the amended General Terms and Conditions to the email address provided at registration, highlighting the changes.

7.2 If the Customer does not agree to the changes, then the Customer shall be entitled to object to these changes within six (6) weeks after becoming aware of these. In the event that the Customer does not object to the amended conditions and continues to use the SaaS-Services after the time period for registering an objection has passed, then the new conditions of use shall be deemed to have been effectively agreed upon expiry of the objection period. In the event that the Customer objects within the time period given, this General Terms and Conditions shall continue in effect unchanged. The Academy shall indicate these consequences in the notice.

7.3 Where the changes or amendments are not unreasonable for a Customer who is a commercial Customer, bearing in mind the interests of the Academy, then No. 7.2 shall not apply and the new conditions of use shall apply immediately upon expiry of the period as per No. 7.1.

7.4 The provisions of this No. 7 shall also apply for any changes to the SaaS-Services themselves, provided that these are not already covered by No. 1.3. Where the SaaS-Services themselves are amended, however, the Customer shall have no right to object under section 7.2, but rather in this case the Customer has a special right of termination which may be exercised with immediate effect within the period stipulated.

Section 2 - Purchase Model

8. Project Specifications

8.1 The main contractual obligation of the Academy as part of the Purchase Model shall be to (i) provide the Customer with the software necessary for using the E-Learning Solution (the "E-Learning Software") in executable, compiled form on a data carrier, or to make a download option available and to grant the respective usage rights, and (ii) to make the modules agreed in the Order Documents available to the Customer within the setting of the E-Learning Software. Source codes are not part of the delivery.

8.2 The manner of the E-Learning Software shall be definitively set out in the Order Documents. The Academy cannot be held responsible for the E-Learning Software not meeting the Customer's expectations.

8.3 A prerequisite for using the SaaS-Services shall be compliance with the technical system requirements by the Customer. The technical system requirements for using the SaaS-Services are set out in the Order Documents. In the case of updates, the Academy shall be entitled to change the technology system requirements in order to comply with the state of the art, and to notify Customer thereof as part of the release notes.

8.4 Where the Customer is given the opportunity as part of the E-Learning Software to upload content to the infrastructure of the Academy or sub-contractors of the Academy, No. 4 shall apply accordingly.

8.5 A contract shall be concluded by way of an online order of SaaS-Services in the online shop of the Academy. The Customer can add the desired E-Learning Solution to their shopping basket. By selecting "go to checkout" and confirming the order, a contract of sale is entered into between the Customer and the Academy in respect of the E-Learning Solution selected. In the case of an online order, the order documents shall be transmitted via email.

9. User Rights

9.1 The Academy shall grant to the Customer a non-exclusive right, unlimited in time, to use the E-Learning Software for their internal business purposes. This shall include the installation, loading and executing the E-Learning Software in any IT environment. The Customer shall only be entitled to create copies of the E-Learning Software to the extent that this is necessary for the contractual use thereof and a reasonable number of backup copies. The Parties may agree further usage rights in the Order Documents.

9.2 The usage right entitles the Customer to use the E-Learning Software for an unlimited number of employees. To clarify: This is one, uniform right of use, rather than an unlimited multitude of individual usage rights. However, the Customer shall be prohibited from using the E-Learning Software in order to train external persons unless something different has been agreed by the Parties in the Order Documents.

9.3 The Customer shall not be entitled to use the E-Learning Software more extensively than explicitly permitted within the framework of this General Terms and Conditions and the Order Documents. In particular, the Customer shall not be entitled to (i) carry out any adaptations to the E-Learning Software, (ii) rent the E-Learning Software to third parties, or (iii) grant any sub-licences for the E-Learning Software.

9.4 The Customer may only reverse-engineer, decompile or disassemble the E-Learning Software, the documentation and information for it, if the Academy has granted its prior, written consent.

9.5 The Customer shall only be entitled to pass on the E-Learning Software if the Customer destroys all copies of the E-Learning Software remaining with them.

9.6 Upon payment of the remuneration due, the Academy shall grant the Customer a non-exclusive right, not limited in time, to use the materials made available to them as per the Order Documents for their internal business purposes, and to make a backup copy thereof.

10. Warranty

10.1 The rights of the Customer in cases of material and legal defects shall be governed by the legal provisions, unless anything else is stipulated hereinafter.

10.2 In the case of purchasing the E-Learning Software on a data carrier the limitation period for warranty claims shall begin to run on the date of delivery, where the purchase is made by way of download, the limitation period shall begin to run at the time the download option is made available to the Customer and the Customer is notified thereof.

10.3 The Academy warrants, that the E-Learning Software materially corresponds to the description in the Order Documents, provided it is used in the manner contractually agreed (including in particular the stipulations as per No. 8.3). The Customer acknowledges that software is never entirely free from errors. For this reason, where there is only a minor discrepancy between the actual properties of the E-Learning Software and the stipulations in the Order Documents, this shall not give rise to any claims for defects by the Customer.

10.4 Any defects must be reported by the Customer in a comprehensible and detailed form, setting out all information relevant for identifying and analysing any defects. In particular, the steps taken that resulted in the defect occurring, the appearance and the effect of the defect need to be included.

10.5 Any warranty claims by the Customer shall be invalid if the Customer changes the E-Learning Software, or has it changed by third parties, or where it is used in conjunction with products that are not stated to be compatible by the Academy, unless the Customer can show that the defect did not result from this.

10.6 In the event that the E-Learning Software does have defects, the Academy shall, in the first instance, be entitled to rectify any such defects. Such rectification may be effected, at the choice of the Academy, either by correcting the E-Learning Software itself, or by redelivering the entire E-Learning Software or individual parts thereof.

Any such corrections may be carried out by instructions to the Customer, either in writing or by telephone, by remote data transmission or by sending data carriers with correction software. In such cases the Customer shall follow the instructions, enable the remote data processing, and to install the correction software immediately after receipt of delivery - where appropriate on a test system first.

A workaround solution shall similarly be considered rectification, provided that this does not significantly impair the performance of the E-Learning Software.

The Customer shall reasonably assist the Academy with its warranty services, in particular the Customer shall provide all necessary information, documentation and working materials in good time.

10.7 Where a Customer claims that there is a defect in the E-Learning Software, and where, as part of the work and analysis done by the Academy, it transpires that the defect complained about by the Customer did not result from a defect of the E-Learning Software, and where this was the culpable fault of the Customer, then the Academy shall be entitled to invoice the Customer for the time and effort



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expended as part of its work, as per the service price lists of the Academy as current from time to time.

10.8 In the event that the first attempt at rectification is unsuccessful, the Customer shall grant a reasonable further period for rectification to be effected. If it is not possible to effect rectification within this additional period either, the Customer shall be entitled to assert a reduction in price, or, where this is the responsibility of the Academy, to withdraw from the contract. A Customer shall be under no obligation to grant a (further) period of time for rectification, where it would be unreasonable to expect the customer to do so.

10.9 Where the defect in the E-Learning Software is such that there is an infringement of third-party rights, the Academy shall, at its own choice and bearing the costs itself, either (i) acquire sufficient usage rights for the Customer to ensure that the Customer is able to materially use the E-Learning Software as contractually agreed, or (ii) amend the E-Learning Software in such a way that it no longer infringes the rights of third parties, but nevertheless still, materially, corresponds to the properties stipulated in the order document.

10.10 No rights shall arise under warranty where a defect is the result of the Customer using the SaaS-Services in a way that goes beyond the use permitted under this General Terms and Conditions.

11. Remuneration

The Customer shall pay the agreed remuneration to the Academy for using the E-Learning Software. The details in respect of the respective remuneration agreed shall be stipulated in the Order Documents.

12. Maintenance and Updates

12.1 In the case of the Purchase Model the Parties may agree maintenance services by the Academy in a separate maintenance agreement. In such a case the Academy shall supply services to remedy errors in the software as per the provisions of No.5.2, including for the version of the E-Learning Software purchased in the Purchase Model for the duration of the term of the maintenance agreement.

12.2 Furthermore, the Academy shall make the new version of the E-Learning Software available to the Customer on a regular basis. The Customer shall be under an obligation to install the new versions of the E-Learning Software as supplied by the Academy as part of the maintenance. In the event that the Customer fails to comply with this obligation, the Academy shall be under no obligation to resolve defects, unless those defects would not have been remedied by installing the new version.

12.3 If the Customer does not enter into a maintenance agreement, the Customer can order an update service through the Order Documents. By using the update service, the Customer acquires the right to receive such updates to the E-Learning Software from the Academy as have been made available generally. However, the Customer does not acquire any entitlement to have errors resolved beyond the warranty period.

12.4 The relevant applicable remuneration owed by the Customer shall be stipulated in the Order Documents.

13. Special Conditions for App Users

13.1 Where the E-Learning Software is made available to the Customer as an app, or where access to the E-Learning Software is through an app, then the following additional provisions shall apply in respect of that app.

13.2 Where the Customer uses the app to access the SaaS Model, No. 2 shall apply in respect of the usage rights to the app. If the app is made available to the Customer as part of the Purchase Model, then No. 9 shall apply in respect of the Customer's rights in relation to the app.

13.3 The app offer is available via mobile applications for mobile telephones or tablets, operating Apple iOS or Android. The Academy may, at its own discretion, decide to also make it accessible via other operating systems.

13.4 The app may contain third-party content, which shall be marked accordingly by the Academy. The Academy does not check whether third-party content is complete, correct or lawful, and the Academy accepts no liability nor does it grant any warranty in respect of whether any third-party content is complete, correct, lawful or up to date. This shall also apply in respect of the quality of third-party content, its suitability for a certain purpose, and shall also apply in respect of any third-party content linked to on external websites.

13.5 The app may contain links to external websites of third parties, the content of which the Academy has no influence over. Accordingly, it is not possible for the Academy to accept any liability for any such external content. Responsibility for the content of the linked pages shall rest with the respective provider or operator of the website in question. The linked pages were checked for potential legal violations at the time they were linked to. At the point in time when those pages were linked to, no legal violations were noticeable. However, without any concrete suspicion of any legal violation, it cannot be reasonably expected to monitor the content of linked pages on a permanent basis. If we become aware of any legal violations, any links to such sites will be removed immediately.

13.6 The Customer shall be responsible themselves for obtaining the technological requirements for use (e.g. internet connection, mobile phone connection), and shall do so at their own expense.

13.7 To the extent that the app includes the possibility of in-app purchases, the Customer has the option of purchasing additional modules or media content via the in-app purchase function, directly via the Apple App Store, or, as the case may be, Google Play.

Section 3 - General provisions

14. Contract Partner, Restrictions on Supply

The Customer's contract partner and operator of the E-Learning Solution is TÜV SÜD PSB Philippines, Inc., Tax Identification Number 007-012-676-000, represented by Rose Anne Angeles, Business Assurance Manager.

14.1 Customers can get in contact with the Academy by the following means: Email: training@tuv-sud-psb.ph Telephone +632 8 687 5673

15. Modules and Materials contained therein

15.1 The Academy makes it possible for the Customer to use the modules booked by them as part of an E-Learning Solution. It shall be made clear in the respective Order Documents which modules the Customer booked.

15.2 Where the modules contain copyrighted materials, the Customer shall be granted a non-exclusive right to use these to the extent that this is necessary for the contractual use of the module.

16. Conditions for Remuneration and Payment

All prices are inclusive of Philippines statutory value-added tax (VAT). Invoices shall become payable 30 days after receipt thereof.

17. Liability

17.1 Without prejudice to the following provisions, the Academy shall not be liable without limitation for intent, gross negligence, in respect of specifically agreed quality guarantees, and for bodily harm and damage to life and health.

17.2 Unless this General Terms and Conditions, including the following provisions, stipulates otherwise, the liability of the Academy in cases where contractual and non-contractual matters are concerned shall be governed by the relevant statutory provisions.

17.3 Damages for negligent breaches of material obligations shall be limited to the amount of the losses that one would typically anticipate. Material obligations are such obligations, the performance of which is a prerequisite for enabling the due and proper performance of the contract and on compliance with which the Customer does and may ordinarily rely. Any further claims for damages by the Customer for any negligent breaches of duty by the Academy are excluded.

17.4 To the extent that the liability of the Academy is excluded or limited, the same shall apply in respect of employees, workers, representatives and agents of the Academy.

18. Additional Services

18.1 Where the Parties have agreed on the provision of any supplementary services in the Order Documents (e.g. customising, creating animations, making films, creating quizzes, or setting up and carrying out webinars) by the Academy, the provisions of this No. 18 shall apply to those services. The provision of any such supplementary services attracts a separate fee and shall only be due if this is explicitly agreed in the Order Documents. The specifics can be found in the Order Documents; if it is not specified further therein, then the services shall be charged by time and material expended on the basis of the general hourly rates of the Academy.

18.2 Neither Party shall have any entitlement to a contract for such services being entered into.

18.3 Unless specifically stipulated otherwise in the Order Documents, the Academy shall have an obligation to act, but does not guarantee any concrete success.

18.4 Moreover, the Academy generally grants the Customer the non-exclusive right to use the work results typically produced when performing the services for and at the request of the Customer (including the right to use these publicly), to reproduce these, to make them publicly accessible and to copy them to the extent that is required for this, and to exploit them, unless stipulated otherwise in the Order Documents.

18.5 Where the Academy produces work results for the Customer that concern the general personal rights of persons in the Customer's camp, in particular the Customer's employees (e.g. because these participate in instructional films), it shall be the responsibility of the Customer to ensure that the relevant permissions are granted by the persons involved. The Customer shall indemnify the Academy against any claims arising from any breach of the abovementioned obligations, unless the Customer was not at fault for this.

18.6 The Academy notes that the E-Learning Solution also offers the option to book quizzes at the Academy, and to determine which persons are to be provided with the results of a quiz carried out by the employee. The responsibility for ensuring that this information is provided in a lawful manner (particularly in respect of employment and data protection law) shall rest with the Customer.

18.7 In the event that the supplementary services as per the Order Documents require the participation of the Customer or require the Customer to provide any infrastructure (e.g. in the case of webinars), the Customer shall take on such participation and making available of such infrastructure as the sole responsible person as a main contractual obligation. In the event that the Customer fails to participate or to make infrastructure available, this shall release the Academy from its obligation to provide the services concerned. This shall not affect any further claims of the Academy.



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19. Confidentiality

19.1 The (confidential) information the Customer receives from the Academy shall be treated as confidential by the Customer and may only be used for the purposes stipulated in the Order Documents. In particular, the Parties agree that any information relating to business connections, business planning and strategy, any current and planned projects, as well as any balance sheet information shall be deemed to be of particular confidentiality and must only be passed on and discussed within the closest circles of relevant persons. Confidential information may not be reproduced without the consent of the Academy, nor may it be passed on to third parties, either directly or indirectly.

19.2 The Customer shall only disclose confidential information to those persons within their organisation as require such knowledge in order to carry into effect the purpose stipulated in the Order Documents. The Customer shall notify such persons of this confidentiality clause, and shall oblige them to comply with the provisions thereof.

19.3 The Customer shall protect any confidential information obtained from the Academy with the same level of care the Customer applies to its own business and trade secrets, but in any event, shall treat them with at least the level of care to be expected from a prudent business person.

19.4 The Customer shall be released from their obligation to treat information as confidential where

- a) such confidential information is public knowledge at the time of disclosure;
- b) such information enters the public realm after disclosure without the recipient having breached their duty of confidentiality;
- c) at the time of disclosure such information was demonstrably already in the possession of the recipient; or
- d) such information is received lawfully from a third party at the same time as or after disclosure, and where such third party was entitled in respect of the disclosing party to pass on such information.

20. Force Majeure

20.1 The Academy shall not be liable in cases of frustration (impossibility), delay or service defects, where these are caused by force majeure or by some other events that could not be anticipated at the time of entering into the contract (e.g. breakdowns of all sorts, difficulties in obtaining materials or energy, transport delays, industrial action, legitimate lock-outs, lack of workforce, energy or raw materials, difficulties in obtaining the requisite permits from authorities, measures taken by authorities, acts of terrorism, events of nature, revolution, civil war, etc.), for which the Academy cannot be held responsible.

20.2 Where such events make it significantly more difficult or impossible for the Academy to perform the services, and where such obstruction is not just a temporary one, the Academy shall be entitled, at its discretion, to either terminate the contract without notice or to withdraw from the contract.

20.3 In the case of temporary problems, the delivery and performance times shall be extended or postponed by the length of time of the obstruction, plus a reasonable re-start period. Where the Customer cannot be reasonably expected to accept the goods or services as a result of the delay, the Customer shall be entitled to terminate the contract by giving notice of this to the Academy in writing without delay. Unreasonableness will generally be assumed where the obstruction continues for a continuous period of more than 90 days.

21. Place of Jurisdiction, Place of Performance, Applicable Law:

21.1 The Place of Jurisdiction for the assertion of any claims shall be governed by the relevant, statutory provisions.

21.2 The contract and any legal relationship arising therefrom shall be governed exclusively by the laws of the Republic of the Philippines.

22. Miscellaneous

22.1 Any set-off shall only be possible in respect of undisputed claims, or in respect of such claims as have already been determined as valid in a legally binding manner.

22.2 In the event that individual provisions of this General Terms and Conditions should be or become invalid or unenforceable, either in their entirety or in part, then this shall not affect the validity of the remaining provisions. The same shall apply in cases where there is an omission in the contract.

22.3 The Parties undertake to agree such a new provision in place of the invalid or ineffective or unenforceable provisions as most closely resembles, to the extent this is legally possible, what the parties would have intended at the time of entering into the contract, if they had thought of that point at the time.

22.4 The Academy shall be under no obligation to perform the services under this General Terms and Conditions itself, and shall be free to effect performance of some or all services by way of sub-contractors.

As at: 11 November 2019