ACADEMY

ADDITIONAL TERMS

Article 1

These terms represent the **Academy Additional Terms** (hereinafter: the *Additional Terms*) as per the Terms of Service and shall apply in addition to the latter in the contractual relationship between the Provider and the Client with respect to the web-based application **Academy** (hereinafter: the *Application*).

In the event of any conflict between these Additional Terms and the Terms of Service, the Terms of Service shall prevail unless expressly stated otherwise herein.

The original language of these Additional Terms is English. The Provider may make available translations of these Additional Terms. In the event of any conflict between the English version and a translation, the English version shall prevail.

Article 2

Capitalized terms not defined herein shall have the meanings assigned to them in the Terms of Service. In addition, the following terms shall have the meanings set out below:

Application: the web-based software solution used by the Client to create, manage, distribute, and track digital training and e-learning content.

Training Slot: a slot within the Application in which the Client may prepare one (1) individual training free of charge and which, once activated through the consumption of Credits or as part of a Booster, allows the Client to invite Invitees to that training and to share it through public links or QR codes for the Training Slot Term. The number of Seats included with a Training Slot, and any additional Seats available for purchase, are defined in the Price Document.

Training Slot Term: the period of validity of a Training Slot, which is twelve (12) months from activation, unless renewed in accordance with these Additional Terms.

Trainings: collectively refers to Sample Trainings and Custom Trainings.

Sample Trainings: training templates or example trainings provided by the Provider and considered *Materials* under the Terms of Service.

Custom Trainings: trainings created by the Client within the Application, including trainings generated from documents uploaded by the Client; Custom Trainings constitute *Client Data* under the Terms of Service.

Seat: access granted to one (1) invited natural person to complete a specific training within the Application.

Invitee: a natural person invited by the Client to complete a training, regardless of whether the Invitee ultimately completes the training.

Article 3

3.1 For each Training Slot, the Client may:

- upload its own documents and materials for training purposes; or
- select and adapt a Sample Training provided by the Provider.

3.2 The Application uses artificial intelligence to generate training content, including, without limitation:

- questions;
- answers;

- explanations; and
- assessment structures.

3.3 The Client may review, edit, delete, supplement, and approve all AI-generated content, as well as add its own questions, answers, explanations, and materials, prior to distributing the training to Invitees.

3.3a Without any Fee and without activating a Training Slot, the Client may access the Sample Trainings, create Training Slots, upload documents, generate and edit AI-generated training content, and preview the training as it will appear to Invitees.

3.4 Once the Training Slot has been activated and the training published, the Client may invite Invitees to complete the training. Invitees receive access credentials and may be reminded automatically by the Application to complete the training.

3.4a Before the Training Slot has been activated, the Client cannot invite Invitees to the training, and public links and QR codes for the training are not available or do not provide access to it. Once activated, the training remains published for the Training Slot Term, subject to Article 4.4.

3.5 The Client may track training participation and completion through the Application dashboard, including completion status per Invitee and other available metrics.

Trainings may also be made available to Invitees through the Compliance App, in which case the Compliance App Additional Terms apply in addition to these Additional Terms. Trainings remain created, managed and tracked within the Application, and Training Slots and Seats are consumed in accordance with these Additional Terms irrespective of whether a Training is accessed directly or through the Compliance App.

3.6 The Provider does not guarantee that AI-generated training content is complete, accurate, pedagogically appropriate, or legally sufficient. The Client remains solely responsible for reviewing and approving all training content prior to distribution.

Article 4

4.1 Inviting Invitees to a training and making it available through public links or QR codes requires:

- activation of a **Training Slot** through the consumption of Credits; and
- consumption of Credits for each **Seat assigned to an Invitee, as applicable, in accordance with the Price Document**.

4.2 Each Training Slot:

- applies to one (1) individual training;
- is valid for a **Training Slot Term of twelve (12) months** from activation; and
- remains active only for the duration of the Training Slot Term.

4.3 Each Seat grants one (1) Invitee access to a specific training. The number of Seats included with a Training Slot, and the terms for purchasing additional Seats, are set out in the Price Document. Credits for additional Seats are consumed at the time the Invitee is invited, irrespective of whether the Invitee completes the training.

4.4 At the end of each Training Slot Term, a Training Slot activated through Credits renews automatically and the Credits required for the renewal under the Price Document then in force are consumed from the Client's Account, unless the Client deactivates the Training Slot before the renewal date. The Application notifies the Client at least one (1) month before each renewal. If the Client's Account does not hold sufficient Credits at the renewal date, the Training Slot expires and the corresponding training becomes inactive. Training Slots included in a Booster are renewed together with the Booster in accordance with Article 5.5 of the Terms of Service.

4.5 If a Training Slot expires and is not renewed, or is deactivated by the Client:

- the training shall no longer be accessible to Invitees; and
- access to completion tracking and reporting for that training may be limited or disabled, as further specified in the Application.

4.6 The number of Credits required per Training Slot, the number of Seats included per Training Slot, pricing for additional Seats, renewal conditions, and any applicable bundles or discounts are defined exclusively in the **Price Document**.

Article 5

5.1 The Client retains all rights, title, and interest in and to Custom Trainings, including all content, questions, answers, explanations, summaries, and derivative materials generated from Client-provided documents.

5.2 The Provider shall have no rights to use, distribute, reproduce, or exploit Custom Trainings except to the extent necessary to operate and provide the Application to the Client and its Invitees in accordance with the Terms.

5.3 The Provider does not warrant or guarantee that:

- Sample Trainings meet the legal, regulatory, or internal compliance requirements of any particular jurisdiction; or
- any training content is fit for a specific legal, regulatory, or organizational purpose.

5.4 The Provider shall have no liability for any breach, non-compliance, penalties, or consequences arising from the Client's use, modification, or distribution of Trainings. The Client is solely responsible for ensuring that all training content complies with applicable laws, regulations, and internal policies.

Article 6

6.1 The Application is offered on a **credit-based, pay-as-you-go model** and not on a recurring subscription basis, except where Training Slots are included in a Booster, which is subject to Article 5.5 of the Terms of Service.

6.2 All prices, Credit requirements, validity periods, renewal mechanics, and applicable conditions for Training Slots and Seats are defined in the **Price Document** published on the Provider's Web Site.

6.3 Credits are governed by Article 5.3 of the Terms of Service. Subscription-related provisions, including recurring subscription fees and indexation, do not apply to the Application unless expressly stated otherwise.

Article 7

The Provider may modify these Additional Terms in accordance with the modification clause set out in the Terms of Service. Any such modifications shall apply prospectively.