

LEARNING MANAGEMENT SYSTEM, STUDENT INFORMATION SYSTEM AND ECOMMERCE TERMS AND CONDITIONS OF USE

These Terms of Use were last updated on July 1, 2021.

1. Introduction

THESE TERMS OF USE ("TERMS") BIND YOU, THE COMPANY YOU REPRESENT, AND THE COMPANY THAT REGISTERED YOU (COLLECTIVELY "YOU") TO THE TERMS AND CONDITIONS SET FORTH HEREIN IN CONNECTION WITH YOUR USE OF ICCA ACADEMY'S ("OUR", "WE", "US", OR "ICC ACADEMY") LEARNING MANAGEMENT SYSTEM ("LMS"), STUDENT INFORMATION SYSTEM ("SIS) AND ECOMMERCE, COLLECTIVELY, OUR "SERVICES", MAY THESE BE ACCESSED THROUGH SOFTWARE, WEBSITE, MOBILE APPLICATIONS OR OTHER OFFERINGS ON OUR WEBSITE.

BY USING ANY OF THE ICC ACADEMY SERVICES OR CLICKING ON THE "SIGNUP" BUTTON, YOU AGREE TO BECOME BOUND BY THE TERMS. IF YOU DO NOT AGREE TO ALL THESE TERMS, CLICK ON THE "X" BUTTON AND DO NOT USE THE ICC ACADEMY SERVICES. ICC ACADEMY'S ACCEPTANCE IS EXPRESSLY CONDITIONED UPON YOUR ASSENT TO ALL THESE TERMS, TO THE EXCLUSION OF ALL OTHER TERMS. IF THESE TERMS ARE CONSIDERED AN OFFER BY ICC ACADEMY, ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS.

From time to time, We may update these Terms to clarify our practices or to reflect new or different practices, such as when We add new features, and ICC ACADEMY reserves the right in its sole discretion to modify and/or make changes to these Terms at any time. Your continued use of Our Services after changes become effective shall mean that You accept those changes. You should visit the services regularly to ensure You are aware of the latest version of the Terms, as any revised Terms shall supersede all previous Terms.

2. Additional Agreements

All capitalized terms used and not otherwise defined herein shall have the meaning ascribed to them in ICC ACADEMY's Privacy Policy ("Privacy Policy").

Any personal information submitted in connection with Your use of the Services is subject to Our Privacy Policy, which is hereby incorporated by reference into these Terms.

3. General

All of Your use, access and other activities relating to the Services must be in compliance with all applicable laws and regulations, including, without limitations, laws relating to copyright and other intellectual property use, and to privacy and personal identity. ICC Academy collects personal information solely for the purpose of operating as Training Organisation. Under the purposes of audit requirements, ICC Academy may release your personal information for its regulatory requirements. Further, access to Our Services from territories where their contents are illegal is prohibited. Access for permanent residents of certain countries may also be prohibited. Those who choose to access or use the Services from such locations do so at their own initiative and are responsible for compliance with all local rules including, without limitation, rules about the internet, data, e-mail, or privacy. You further agree to comply with all applicable laws regarding the transmission of technical data exported from the country in which You reside. You may only access the Services for lawful purposes. You are solely responsible for the knowledge of and adherence to any and all laws, rules, and regulations pertaining to Your use of the Services. You agree not to use the Services or the Company Content (as defined below) to recruit, solicit, or contact in any form, Instructors or potential users for employment

or contracting for a business not affiliated with Us without Our advance written permission, which may be withheld in Our sole discretion.

4. Specific Obligations of Students

As a Student, You represent, warrant and covenant that: You have read, understood, and agree to be bound by the pricing information before using the Services or registering for a Course. You are over the age of 18 and fully able and competent to enter into the Terms, or, if not, You will only use the Services with the involvement, supervision, and approval of a parent or legal guardian. Children under the age of 13 may not register for an Account or register or purchase Courses. You will not upload, post or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes or any other form of solicitation (commercial or otherwise) or political campaigning through the Services. You will not post or provide any inappropriate, offensive, racist, hateful, sexist, pornographic, false, misleading, incorrect, infringing, defamatory or libelous content or information. You will not copy, modify, decipher, decompile, reverse engineer, reproduce, distribute, publicly display, publicly perform, communicate to the public, create derivative works from, deface, tarnish, mutilate, hack, interfere with, or otherwise use and exploit any Company Content, the Services or Courses or Submitted Content except as permitted by these Terms or the relevant Instructor as applicable. You will not frame or embed the Services to circumvent the Services. You will not impersonate another person or gain unauthorized access to another person's Account. You will not introduce any virus, worm, spyware or any other computer code, file or program that may or is intended to damage or hijack the operation of any hardware, software or telecommunications equipment, or any other aspect of the Services or operation thereof; scrape, spider, use a robot or other automated means of any kind to access the Services.

5. Registration

To use certain Services, You will need to register and obtain an account and password. When You register, the information You provide to Us during the registration process will help Us in offering content, customer service, network management and other services. You are solely responsible for maintaining the confidentiality of Your account, UserName, and password (collectively, Your "Account") and for all activities associated with or occurring under Your Account. You represent and warrant that Your Account information will be accurate at all times. You must notify Us (a) immediately of any unauthorized use of Your Account and any other breach of security, and (b) ensure that You exit from Your Account at the end of each use of the Services. To the extent permissible under applicable law, we cannot and will not be responsible for any loss or damage arising from Your failure to comply with the foregoing requirements or as a result of use of Your Account, either with or without Your knowledge, prior to Your notifying Us of unauthorized access to Your Account. You may not transfer Your Account to any other person and You may not use anyone else's Account at any time. In cases where You have authorized or registered another individual, including a minor, to use Your Account, You are fully responsible for (a) the online conduct of such Student; (b) controlling that Student's access to and use of the Services; and (c) the consequences of any misuse. You are solely responsible for all service, telephony, data charges and/or other fees and costs associated with Your access to and use of the Services, as well as for obtaining and maintaining all telephone, computer hardware, and other equipment required for such access and use.

6. Enrolment

ICC Academy will only fulfil and expedite on the items indicated in this purchase upon confirming and receiving of payment. The Customer shall provide the full information required by ICC Academy and

deemed necessary for ICC Academy's administrative processes, and such information shall be retained by ICC Academy on a confidential basis for the said administrative processes and such other purposes. The participant will receive an email upon enrolment with their user name and password details. This email will also define the online training and assessment timeframes. The participant agrees to the terms and conditions of enrolment. The commencement date of the course is the date of enrolment (start date). Once commencing the online learning, the enrollee will have a period of 12 months (depending on the course requirements) from the start date to complete all the assessment requirements for the online learning, this is inclusive of the participant making arrangements to complete their final examinations. The timeframes for enrolment/completion of assessment tasks may not be extended. A participant must ensure they have completed and printed all their assessment activities within the specified timeframes for the relevant course. Participants will be unable to access the online learning site when the timeframe has lapsed. A participant may be required to purchase additional resources in order to complete the training and/or assessment. Costs listed in ICC Academy Training Directory apply to course dates listed for this period. ICC Academy reserves the right to review pricing at any time. Every effort is made to ensure the information provided is correct at the time of publication. ICC Academy may prevent/restrict access to the online learning website for any technical, security and or any other reasons at its discretion

7. Attainment of Certificates

ICC Academy may choose to offer a certificate, statement or other acknowledgement or documentation to You if you satisfy certain criteria (e.g., course completion) in connection with one or more courses or programs made available to you through ICC Academy (a "Certificate"). The issuance of a Certificate and the criteria governing such issuance, are solely within our discretion and may be changed at any time. You recognize that it does not represent an endorsement by ICC Academy and ICC Academy is not an accredited educational institution, nor have sought any such accreditation, and any such Certificate does not convey any academic credit or standing. You agree that you will not seek to obtain a Certificate through any false, misleading, or unlawful means, or misrepresent to any third party the nature, content or terms of issuance of any such Certificate. For retake, applicants will need to reapply for another enrolment for another examination.

8. Content, Licenses & Permissions

All software, technology, designs, materials, information, communications, text, graphics, links, electronic art, animations, illustrations, artwork, audio clips, video clips, photos, images, reviews, ideas, and other data or copyrightable materials or content, including the selection and arrangements thereof is "Content." Where ICC ACADEMY provides Content to You in connection with the Services, including, without limitation, the software, the products and the site, it is "Company Content". Content uploaded, transmitted or posted to the Services by a User is "Submitted Content". ICC ACADEMY hereby grants You (as a User) a limited, non-exclusive, non-transferable license to access and use Submitted Content and Company Content, for which You have paid all required fees, solely for Your personal, noncommercial, educational purposes through the Services, in accordance with these Terms and any conditions or restrictions associated with particular Courses, Certificates or Services. All other uses are expressly prohibited absent Our express written consent. You may not reproduce, redistribute, transmit, assign, sell, broadcast, rent, share, lend, modify, adapt, edit, create derivative works of, license, or otherwise transfer or use any Submitted Content or Company Content unless We give You explicit permission to do so. Submitted Content and Company Content is licensed, and not sold, to You. Content remains the proprietary property of the person or entity supplying it (or their affiliated and/or third party providers and suppliers) and is protected, without limitation, pursuant to SINGAPORE and foreign copyright and other intellectual property laws. All rights not expressly granted

in these Terms are retained by the Content owners and these Terms do not grant any implied licenses. ICC ACADEMY RESPECTS ALL COPYRIGHT, PRIVACY, DEFAMATION AND OTHER LAWS RELATING TO CONTENT AND INFORMATION AND WILL NOT TOLERATE VIOLATION OF SUCH LAWS. Notwithstanding the foregoing, We reserve the right to revoke this license to access and use Submitted Content and Company Content granted to You.

9. Discussion Forums / Members submissions

The Platform may provide you the ability to upload certain information, text, or materials, including without limitation, any information, text or materials that you post on the Website's discussion forums. You may also decide to send us unsolicited ideas, including ideas for new promotions, products, services, applications, technologies or processes, concepts, know-how or other ideas. Both are referred to as Submitted Content. You may not use the Website to transmit, display, perform or otherwise make available any Submitted Content (i) that is confidential, illegal, obscene, threatening, of a "spamming" nature, defamatory, or invasive of privacy; (ii) so as to violate or infringe any copyrights, trademarks, patents, trade secrets, other intellectual property rights, privacy or publicity rights, communications regulations or statutes, or any other laws, including without limitation laws concerning defamation, harassment, obscenity, or pornography; or (iii) that constitutes political campaigning or commercial solicitation or that contains software viruses or other computer code designed to interfere with the functionality of any computer systems. You agree that, if a third party claims that any Submitted Content you have published on the Website is unlawful, you will be liable and responsible for it, and bear the burden of establishing that such Submitted Content complies with all applicable laws. ICC Academy do not and cannot review and evaluate all Submitted Content on the discussion forums, and more generally on the system, and is not responsible to you or any other party with respect to, and do not endorse or make any representation or warranty with respect to, any Submitted Content provided or made available by other users of the Website. ICC Academy has the right to remove Submitted Content from the System, block access, or take other action with respect to the Submitted Content in its sole discretion. Grant of license. By your submission of Submitted Content, you hereby grant ICC Academy (and its successors) an irrevocable, perpetual, non-exclusive, royalty free, sublicenseable and fully transferable, worldwide license to use, disclose, reproduce, distribute, promote, prepare derivative works of, publicly perform and publicly display, modify and otherwise exploit such Submitted Content for any purpose, and in any form or media whether now known or hereafter developed, without payment or accounting to You or others. You also grant to other users of the ICC Academy services, including this System, a non-exclusive license to access, reproduce and use such Submitted Content in connection with their own use of ICC Academy services in compliance with these Terms. In addition, you hereby waive any claims against ICC Academy for any alleged or actual infringement of any rights of privacy or publicity, intellectual property rights, moral rights, or rights of attribution in connection with our use of such Submitted Content as permitted by these Terms.

10. Trademarks

The trademarks, service marks, logos, names and graphics (the "Trademarks") used and displayed through Our Services or in any Company Content may be Our registered or unregistered Trademarks or of Our suppliers, affiliates or third parties and are protected pursuant to SINGAPORE and foreign trademark laws. All rights are reserved and You may not Use, reproduce, copy, redistribute, alter or obscure the Trademarks, or link to them without Our prior written approval.

11. Pricing, Taxes & Payment Pricing

Pricing. ICC Academy fees are quoted in USD. Pricing of ICC ACADEMY Courses is determined in accordance with the terms set forth in Our Pricing Policy. ICC Academy reserves the right to change the fees at any time in its sole discretion.

Taxes. The final pricing of the services is inclusive of all VAT, GST or any applicable taxes.

Responsibility. If You are a Student, You agree you are responsible for paying the fees for Courses that You purchase. By clicking or tapping the relevant purchase button, You are confirming that You want the Course immediately credited to Your Account and that by doing so You are hereby waiving any and all cancellation rights under applicable laws. You are also responsible for paying fees relating to ICC ACADEMY certifications, which may be issued upon your request after you complete the relevant courses. All fees must be paid in a timely manner with a payment accepted by the website. These fees are payable at the time of registration for the course or the examination.

Payment. All payments are made to ICC ACADEMY Private Ltd. By making the payment, you recognize that you have checked that this payment could validly be made pursuant to national and international laws and regulations applicable to this transaction including those adopted by the State of origin of the currency used. Except if otherwise expressly refused by you, all fees will be billed to the Payment Instrument you designated when you first incurred a charge on the Services. If any of your billing information changes, you must update that information by contacting ICC Academy at helpdesk@ICC.ACADEMY.com. You may be asked during the payment process to provide your credit card information. If You provide such information, You hereby represent and warrant that You are authorized to supply such information and hereby authorize ICC ACADEMY to charge Your credit card or debit your bank account on a regular basis to pay any due fees, sales tax, and other charges you may incur in connection with your use of the Services. You agree to pay all amounts due pursuant to the order and to maintain adequate funds or credit balances on your Payment Instrument to satisfy all amounts due to ICC Academy.

Non-payment. If Your credit card is declined, You agree to pay Us the fees within thirty (30) days of notification from Us, and pay (at Our discretion) a late payment charge of 1.5% per month, or the maximum permitted by law, whichever is greater. ICC Academy expressly reserves the right to refuse or block Your access to any course or examination if the fee is not paid, is cancelled or not processed for any reason, pending resolution of such amounts due by You to ICC ACADEMY. If Your payment is past due, We may collect fees owed using other collection mechanisms. This may include charging other payment methods on file with Us and/or retaining collection agencies and legal counsel.

Refunds. ICC Academy strictly follows a non-refund policy upon purchased

12. Warranty Disclaimer

THE SERVICES, COMPANY CONTENT, SUBMITTED CONTENT, COURSES, AND ANY OTHER MATERIALS MADE AVAILABLE ON OR THROUGH THE USE OF THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, ICC ACADEMY AND ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS AND AGENTS, DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE

OF TRADE. ICC ACADEMY AND ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS AND AGENTS DO NOT WARRANT THAT YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, ERRORFREE OR COMPLETELY SECURE OR RELIABLE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES, THE SUBMISSIONS, THE SERVER(S) ON WHICH THE SERVICES ARE HOSTED, OR ANY SERVICES AVAILABLE ON ANY THIRD PARTY PLATFORM ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NO OPINION, ADVICE OR STATEMENT OF ICC ACADEMY OR ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS, AGENTS, MEMBERS OR VISITORS, WHETHER MADE THROUGH THE USE OF THE SERVICES, OR ON THIRD PARTY PLATFORMS OR OTHERWISE, SHALL CREATE ANY WARRANTY. YOUR USE OF THE SERVICES, INCLUDING WITHOUT LIMITATION ANY SERVICES PROVIDED ON ANY THIRD PARTY PLATFORM, ARE ENTIRELY AT YOUR OWN RISK. 13. Limitation of Liability NEITHER ICC ACADEMY NOR ANY OF OUR SUBSIDIARIES, AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS OR SPONSORS, NOR OUR OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS OR OTHER REPRESENTATIVES, ARE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA OR LOST PROFITS), UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THE SERVICES AND/OR MATERIALS, INCLUDING ANY MATERIALS AVAILABLE THROUGH ANY THIRD PARTY PLATFORM, SUBMISSIONS, ANY LINKED WEBSITES OR ANY CODE, PRODUCT OR SERVICE PURCHASED, ACCESSIBLE OR USABLE THROUGH THE SERVICES OR ANY THIRD PARTY PLATFORM. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SERVICES, MATERIALS, INCLUDING ANY PRODUCTS OR SERVICES AVAILABLE THROUGH ANY THIRD PARTY PLATFORM, SUBMISSIONS OR ANY LINKED WEBSITES IS TO STOP USING THE SERVICES, MATERIALS, SUBMISSIONS, PRODUCTS, OR LINKED WEBSITES, AS APPLICABLE. THE SOLE AND EXCLUSIVE MAXIMUM LIABILITY TO ICC ACADEMY FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE, SHALL BE THE TOTAL AMOUNT PAID BY YOU TO ICC ACADEMY IN THE PRECEDING TWELVE (12) MONTHS, IF ANY, TO ACCESS OR USE THE SERVICES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. NO COMMUNICATION OF ANY KIND BETWEEN YOU AND ICC ACADEMY OR A REPRESENTATIVE OF ICC ACADEMY CONSTITUTES A WAIVER OF ANY LIMITATIONS OF LIABILITY HEREUNDER OR CREATE ANY ADDITIONAL WARRANTY NOT EXPRESSLY STATED IN THE TERMS. MULTIPLE CLAIMS WILL NOT INCREASE THE MONETARY DAMAGES LIMIT STATED HEREIN. YOU AGREE THAT THE DAMAGE EXCLUSIONS IN THESE TERMS OF USE SHALL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. Inaccuracies. A possibility exists that the Services provided on any Third Party Platform could include inaccuracies or errors, or information or materials that violate these Terms. Additionally, a possibility exists that unauthorized alterations could be made by third parties to the Services available on any Third Party Platform. Although ICC ACADEMY attempts to ensure the integrity of the Services on Third Party Platforms, we make no guarantees as to the Services' completeness or correctness. In the event that a situation arises in which the Services' completeness or correctness is in question, please submit a request to helpdesk@iccademy.com.sg (with the subject line "Inaccuracies in Services on Third Party Platform Name") with, if possible, a description of the Services to be checked and the location (URL) where such Services can be found on Our Services or Third Party Platform at issue, as well as information sufficient to enable Us to contact You. We will try to address Your concerns as soon as reasonably practicable. For copyright infringement claims, see our Intellectual Property Policy. System Outages. ICC ACADEMY periodically schedules system downtime for the Services for maintenance and other purposes. Additionally, unplanned system outages may occur. You agree that ICC ACADEMY has no responsibility and is not liable for: (a) the unavailability of the Services including those available on Third Party

Platforms; (b) any loss of materials, data, transactions or any other information or materials caused by such system outages; (c) the resultant delay, mis-delivery, or non-delivery of data, transactions or any other information or materials caused by such system outages; or (d) any outages caused by any third parties, including without limitation, any companies or servers hosting the Services, any Internet service providers, any Third Party Platforms, or any Internet facilities and networks.

13. Limitation of Liability

NEITHER ICC ACADEMY NOR ANY OF OUR SUBSIDIARIES, AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS OR SPONSORS, NOR OUR OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS OR OTHER REPRESENTATIVES, ARE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA OR LOST PROFITS), UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THE SERVICES AND/OR MATERIALS, INCLUDING ANY MATERIALS AVAILABLE THROUGH ANY THIRD PARTY PLATFORM, SUBMISSIONS, ANY LINKED WEBSITES OR ANY CODE, PRODUCT OR SERVICE PURCHASED, ACCESSIBLE OR USABLE THROUGH THE SERVICES OR ANY THIRD PARTY PLATFORM. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SERVICES, MATERIALS, INCLUDING ANY PRODUCTS OR SERVICES AVAILABLE THROUGH ANY THIRD PARTY PLATFORM, SUBMISSIONS OR ANY LINKED WEBSITES IS TO STOP USING THE SERVICES, MATERIALS, SUBMISSIONS, PRODUCTS, OR LINKED WEBSITES, AS APPLICABLE. THE SOLE AND EXCLUSIVE MAXIMUM LIABILITY TO ICC ACADEMY FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE, SHALL BE THE TOTAL AMOUNT PAID BY YOU TO ICC ACADEMY IN THE PRECEDING TWELVE (12) MONTHS, IF ANY, TO ACCESS OR USE THE SERVICES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. NO COMMUNICATION OF ANY KIND BETWEEN YOU AND ICC ACADEMY OR A REPRESENTATIVE OF ICC ACADEMY CONSTITUTES A WAIVER OF ANY LIMITATIONS OF LIABILITY HEREUNDER OR CREATE ANY ADDITIONAL WARRANTY NOT EXPRESSLY STATED IN THE TERMS. MULTIPLE CLAIMS WILL NOT INCREASE THE MONETARY DAMAGES LIMIT STATED HEREIN. YOU AGREE THAT THE DAMAGE EXCLUSIONS IN THESE TERMS OF USE SHALL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Inaccuracies. A possibility exists that the Services provided on any Third Party Platform could include inaccuracies or errors, or information or materials that violate these Terms. Additionally, a possibility exists that unauthorized alterations could be made by third parties to the Services available on any Third Party Platform. Although ICC ACADEMY attempts to ensure the integrity of the Services on Third Party Platforms, we make no guarantees as to the Services' completeness or correctness. In the event that a situation arises in which the Services' completeness or correctness is in question, please submit a request to helpdesk@ICC.ACADEMY.com (with the subject line "Inaccuracies in Services on Third Party Platform Name") with, if possible, a description of the Services to be checked and the location (URL) where such Services can be found on Our Services or Third Party Platform at issue, as well as information sufficient to enable Us to contact You. We will try to address Your concerns as soon as reasonably practicable. For copyright infringement claims, see our Intellectual Property Policy.

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nondelivery of data, transactions or any other information or materials caused by such system outages; or (d) any outages caused by any third parties, including without limitation, any companies or servers hosting the Services, any Internet service providers, any Third Party Platforms, or any Internet facilities and networks.

14. Indemnification

You hereby indemnify, defend and hold harmless ICC ACADEMY, and its affiliates, officers, directors, agents, partners, employees, licensors, representatives and third party providers from and against all reasonably foreseeable losses, expenses, damages, costs, claims and demands, including reasonable attorneys' fees and related costs and expenses, due to or arising out of Your breach of any representation or warranty hereunder. We reserve the right, at Our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by You under this Section, and in such case, You agree to fully cooperate as reasonably required with such defense and in asserting any available defenses.

Statute of Limitations. Any claim or cause of action arising out of or related to use of the Services, the Terms, or any services or information available through Third Party Platforms, must be filed within 1 year after such claim or cause of action arose regardless of any statutes or law to the contrary. In the event any such claim or cause of action is not filed within such 1-year period, such claim or cause of action are forever barred, unless such extinctive prescription is expressly prohibited by your legislation.

15. Termination

ICC ACADEMY reserves the right to terminate, suspend, modify, discontinue availability or delete, at Our sole discretion, any (a) Submitted Content, Company Content, Courses, or any Service; and (b) Your access to Our Services or Your Account, as follows: If You breach or violate any of these Terms or any of Our applicable policies, as posted on Our Services from time to time, ICC ACADEMY may take action immediately without prior notice to You. If We take action pursuant to this section, We shall not have any liability to You for any Course(s) You may have purchased nor for any other use of Our Services associated with Your Account. For avoidance of any doubt, You understand and agree that You will not be compensated nor be eligible for any refund under any circumstances for any such access lost to Our Services, including without limitation to Course(s) You may have purchased; We may also take action at our sole discretion, for any reason or no reason, in which case We will provide prior notice to You. If We take action pursuant to this section, if You are a Student We will refund You for any access lost to Course(s) that You may have purchased during the three (3) months period prior to such termination, all in accordance with and subject to the terms of Our refund policy set forth herein; You may terminate Your use of the Services at any time, either by ceasing to access them, or by deleting Your Account, by following the steps set forth in Our Privacy Policy and subject to the terms therein. We have no obligation to retain any of Your Account or Submitted Content for any period of time beyond what may be required by applicable law. Upon termination, You must cease all use of the Services and Content. Any accrued rights to payment and all representations and warranties shall survive termination.

16. Notices

By using Our Services or communicating with ICC ACADEMY, You agree that ICC ACADEMY may communicate with You electronically regarding security, privacy, and administrative issues relating to Your use of the Services or these Terms. ICC Academy may also provide notices of changes to these Terms or other matters by displaying notices or links to notices to you on the Website. If ICC ACADEMY

learns of a security system's breach, ICC ACADEMY may attempt to notify You electronically by posting a notice through the Services or sending an email to You. You may have a legal right to receive this notice in writing. To receive free written notice of a security breach (or to withdraw Your consent from receiving electronic notice), please write to ICC ACADEMY from the email address associated with your Account at helpdesk@iccademy.com.sg or to ICC ACADEMY, Inc. Attn: Legal, 32 Maxwell Road #0305 Singapore 069115 Notice will be deemed given twenty-four hours after e-mail is sent, unless the sending party is notified that the email address is invalid. Alternatively, ICC ACADEMY may give You legal notice by mail to a postal address, if provided by You through Your use any of the Services. In such case, notice will be deemed given three days after the date of mailing.

17. Miscellaneous

Entire Agreement. These Terms and any policies applicable to You posted on Our Services constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between the parties with respect to such subject matter.

Severability. If any provision of these Terms is found to be illegal, void or unenforceable by any legislation to which it is subject, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions of these Terms.

Waiver. A provision of these Terms may be waived only by a written instrument executed by the party entitled to the benefit of such provision. The failure of ICC ACADEMY to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision.

No Agency. Nothing in these Terms shall be construed as making either party the partner, joint venture, agent, legal representative, employer, contractor or employee of the other. Neither ICC ACADEMY nor any other party to these Terms shall have, or hold itself out to any third party as having, any authority to make any statements, representations or commitments of any kind, or to take any action that shall be binding on the other except as provided for herein or authorized in writing by the party to be bound.

18. Dispute Resolution

Governing Laws. These Terms and Your use of the Services shall be considered as construed and accepted in the Republic of SINGAPORE, and are governed by the substantive laws of this country without reference to its choice or conflicts of law principles that would require the application of the laws of another jurisdiction. All controversies, disputes, demands, counts, claims or causes of action between You and ICC Academy arising out of, under or related to these terms shall be subject to the law of the Republic of SINGAPORE.

Negotiations. In the event of any dispute arising out of or in connection with the Services related to these Terms and Conditions, the parties shall first enter into good faith negotiations. Please first try contacting our support team at helpdesk@iccademy.com.sg. Most disputes can be resolved that way.

Arbitration. If the dispute has not been settled amicably within 45 days, You and ICC ACADEMY agree settle the dispute exclusively through final and binding arbitration, and in accordance with the UNCITRAL Arbitration Rules as at present in force. The arbitration shall be non-appearance based, unless otherwise mutually agreed by the parties by both parties, and be conducted (at the option of the party seeking relief) by telephone, online, or based solely on written submissions. The arbitral tribunal shall be composed and appointed in accordance with the mentioned above regulations. The language to be used in arbitral proceedings shall be English.

Courts Involvement. If You or ICC ACADEMY brings a claim in court that should be arbitrated or any of Us refuses to arbitrate a claim that should be arbitrated, the other of Us can ask a court to force Us to go to arbitration to resolve the claim (i.e., compel arbitration). You or ICC ACADEMY may also ask a court to halt a court proceeding while an arbitration proceeding is ongoing. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

No Collective Redress. Both parties agree to only bring a claim against each other on an individual basis, and waive their right to any class action, consolidated action or representative action, except if expressly agreed otherwise through mutual consent. An arbitrator's decision or award in one person's case can only impact the person who brought the claim, not other Users, and cannot be used to decide other disputes with other Users.

Jurisdiction for Legal Disputes Not Subject to Arbitration. If the Agreement to Arbitrate is determined to be invalid or unenforceable or for any disputes that do not qualify for arbitration, the dispute shall be subject to the exclusive jurisdiction of the Courts of SINGAPORE. You hereby consent and submit to the personal and exclusive jurisdiction of such courts for the purposes of litigating any such action.

ICC eBooks: TERMS & CONDITIONS

These Terms of Use were last updated on 1 July 2021

ICC Academy Private Limited (the "Seller"), a Singapore based subsidiary of the International Chamber of Commerce, a French not-for-profit association ("ICC"), provides to the public the present Internet site intended for the sale of goods and provision of services, such as online trainings and publications.

The relationship between the Seller and a person placing an order on the Site (hereinafter the "Customer") will be governed by the present general terms and conditions of sale and service provision, and the supplementary general terms and conditions of the subsidiaries and partners, over which the present general terms and conditions will prevail.

The Seller reserves the right to amend the present general terms and conditions at any time by publishing a new version on the Site. The general terms and conditions applicable to a sale or provision of services are those in force at the date on which the order is validated.

Article 1 – Definitions

The use of a capital letter indicates that the following terms and expressions are defined terms and expressions with the following meaning:

"Article": one or more Goods forming the subject matter of an Order;

"Goods": any product proposed for sale on the Site;

"Order": request for Goods or Services made by the Customer to the Seller;

"General Terms and Conditions of Sale": the general terms and conditions and its annexure forming the subject hereof;

"Price": the unit price of any Goods or Service; this value includes all taxes payable in Singapore

"Total Price": the total amount of accumulated Prices for Goods and Services forming the subject matter of an Order; this amount is inclusive of all taxes payable in Singapore;

"All-Inclusive Price": the Total Price; this amount includes all taxes payable in Singapore;

“Service”: any service forming the subject matter of an offer on the Site;

“Site”: the site “<https://learning.icc.academy/totara/catalog/>” used by the Seller for marketing the Goods and Services;

“Validation of the Order”: has the meaning given to it in Article 4;

“Online Sales”: marketing of the Goods and Services of the Seller through the Site;

References to articles are references to articles of the General Terms and Conditions of Sale, unless otherwise provided.

Any reference to the singular will include the plural and *vice versa*, as applicable.

Any reference to a gender will include the other gender, as applicable.

Article 2

Object

The object of the General Terms and Conditions of Sale is to define the rights and obligations of the parties in connection with the Online Sale of the Goods and Services offered by the Seller to the Customer.

The essential features and prices for the Goods and Services sold electronically are available on the Site.

The Customer declares that it has taken note of the General Terms and Conditions of Sale prior to Validation of the Order within the meaning of Article 4. Validation of the Order is therefore deemed to constitute unqualified and unreserved acceptance of the General Terms and Conditions of Sale.

Article 3

Entry into Force and Term

The General Terms and Conditions of Sale enter into force on the Validation date of the Order as defined in Article 4.

The General Terms and Conditions of Sale are entered into for the time required for supply of the Goods and Services, until the warranties and obligations owed by the Seller have been discharged.

Article 4

Ordering the Goods and Services and Steps for Completion of an Online Sale

In order to place an order, the Customer must follow the mandatory steps set out below:

1. Go to the site at the address “<https://learning.icc.academy/totara/catalog/>”;
2. Follow the instructions on the Site, and in particular the instructions required for opening a customer account;
3. The Customer receives an electronic confirmation of the creation of its account;
4. Fill in the order form. In cases of prolonged inactivity during the connection, it is possible that the selection of Goods and Services chosen by the Customer before this inactivity may no longer be guaranteed. The Customer is then invited to recommence their selection of Goods and Services from the beginning;

5. Check the details of the Order and, as applicable, identify and correct any errors;
6. Validate the Order, the Total Price as well as the All-Inclusive Price (“Validation of the Order”);
7. Follow the instructions of the online payment server in order to pay the All-Inclusive Price.

The Customer then receives electronic confirmation of acceptance for payment of the Order.

The Customer also receives an electronic receipt which acts as confirmation of the Order (“Confirmation of the Order”).

The Customer receives electronic confirmation when the Order is dispatched.

If the Customer does not receive the notifications specified in the present Article, the Online Sale is incomplete, and the Customer is invited to contact the Seller.

Article 5

Price for the Goods and Services

The Price for the Goods and Services sold on the Site is indicated by article and reference or by service and reference respectively.

The currency accepted for payment on the Site is the United States Dollar

At the time of Validation of the Order, the price to be paid comprises the All-Inclusive Price.

Article 6

Terms and Conditions for Payment

The Customer is informed and hereby accepts that all payments for Goods and Services offered on the Site are processed through payment partners controlled by the Seller, CyberSource and Flywire in this respect, the Customer undertakes to provide any supplementary information which may be required by CyberSource and Flywire (directly or by way of the Seller), including information which may allow the Customer to be identified.

The Seller proceeds with the collection and processing of personal data in accordance with the data protection policy, which can be found on the Site.

If payment is not made by the holder of the bank account corresponding to the bank card or from which the bank transfer has been made, the Customer must ensure compliance of the payment with the applicable banking legislation and regulations and must in particular ensure the existence of a legal connection between the Customer and the holder of the bank account used, authorising the payment.

The means of payment accepted are: bank cards, and bank transfers for Orders where the amount exceeds USD \$100.

If the Customer is a National Committee, Group or Direct Member of the ICC, it may pay for its Order by bank transfer without any minimum amount.

The undertaking to pay given by way of a payment card or a bank transfer is irrevocable. By communicating the information concerning its bank card, the Customer authorises the Seller to debit its bank card for the amount corresponding to the All-Inclusive Price.

To this end, the Customer confirms that it is the holder of the bank card to be debited and that the name appearing on the bank card is in fact its name. The Customer communicates the number and expiry date of its bank card including, as applicable, the numbers of the card security code.

Completion of an Online Sale is conditional on receipt of the Price by the Seller.

The Seller is required to operate in compliance with the national and international laws and regulations in force applicable to the fight against corruption, fraud, money-laundering, the fight against terrorism, commercial embargoes and/or economic sanctions.

The Seller reserves the right to refuse or suspend any Customer transaction that the Seller considers fraudulent, unlawful, or non-compliant with the General Terms and Conditions of Sale.

The Seller will not be held liable in the event of any inability to pay resulting from the above-mentioned situations.

Article 7 - Ordering Digital Content

The process for ordering digital content is presented in detail on the Site.

To order, the Customer must have a user account on the Site.

Orders for digital content, validated by the Customer, cannot be cancelled following acceptance and receipt of payment by the Seller.

Orders for digital content are confirmed by email and a link is sent to the Customer allowing download of the selected content.

If the Customer does not receive the notifications mentioned in the present Article, the Online Sale is not complete and the Customer is invited to contact the Seller.

The Seller undertakes to reimburse the Customer or exchange any damaged files. In this case, the Customer must notify the Seller's customer service department as soon as possible.

In all cases, the Customer is entitled to the legal warranties on conformity and latent defects, in accordance with the legal provisions in force.

Any benefits acquired during purchase of the product will be lost in the event of cancellation of an order.

Article 10

Intellectual Property Rights

The trademarks belonging to the Seller and ICC, including all figurative or other trademarks and more generally all other marks, illustrations, images and logos displayed on the Goods, their accessories and their packaging, whether registered or not, are and remain the exclusive property of the Seller and/or its partners or, as applicable, their respective owners with whom they have entered into licence agreements. Any full or partial reproduction, modification or use of these trademarks, illustrations, images and logos, for any reason and on any medium whatsoever, without the express prior consent of the Seller, is strictly prohibited. This also applies to any combination or amalgamation with any other trademark, symbol, logo and more generally any other distinctive sign intended to create a composite logo. This also applies to any copyright, design, model or patent rights which are the property of the Seller or its partners or, as applicable, their respective owners with which they have entered into licence agreements.

Article 11

Force Majeure

Performance by the Seller of its obligations pursuant to the General Terms and Conditions of Sale will be suspended should an act of God or *force majeure* event occur which impedes or delays said performance.

The Seller will notify the Customer of the occurrence of such an act of God or *force majeure* event within 5 days after the date on which the event occurs.

Where the suspension of performance of the Seller's obligations continues for a period exceeding 20 days, the Customer will be entitled to cancel the Order in progress and the Seller will then proceed to reimburse the Order on the terms specified in Article 7.

Article 12

Invalidity of a Clause of the Contract

If any single provision of the present Contract is found null and void, this invalidity will not cause the other provisions of the Contract to be void and they will remain in force between the parties.

Article 13

Governing Law

The present Contract is governed by Singaporean law.

Article 15

Dispute Settlement

Any dispute between, in particular, the Seller and a consumer or professional Customer, arising from the formation, interpretation or performance of the General Terms and Conditions of Sale will fall under the exclusive jurisdiction of the courts in Singapore, notwithstanding multiple defendants or third-party proceedings.