

ALISON BUSINESS - TERMS & CONDITIONS

'Per User Per Month' Subscriptions

Alison Business provides a paid-for ("Per User Per Month") subscription service ("Solo" or "Business" or "Business+") that allows business users additional Benefits and Features ("Features") not available on a standard free account. All costs quoted are in Euro.

'Active User' for the purpose of these terms is defined as "A user who has joined an organisation's 'Group' and is actively enrolled in one or more Alison courses and is actively studying the course or part thereof" on any given day within any given month within a billing period. A user continues to be an Active User if they have one or more Alison courses enrolled, until such time as the course(s) is/are completed or a user unenrolls from said course(s).

'Group Manager' for the purpose of these terms is defined as "The individual who is representing the organisation named in the signup process, and the individual with whom Alison will communicate with regarding all aspects of the subscription."

The Alison Business "Per User Per Month Subscriptions" Terms and Conditions should be read in conjunction with the General Alison [Terms of Use](#). Where there is conflict between the "Per User Per Month" Terms and Conditions and the General Terms of Use, the specific "Per User Per Month" Terms and Conditions shall apply, but all other provisions within the General Terms of Use shall remain in full force and effect.

If you buy Alison Business paid Subscription ("Per User Per month"), you agree to pay the applicable Fee. Failure to pay this Fee will result in the termination of your paid Subscription. By signing up for Alison Business "Per User Per Month" subscription, you agree to all of these terms, conditions, limitations and requirements.

If you are signing up for a free trial of a Solo, Business or Business+ plan, Alison Business will provide you with selected Features of your plan immediately upon the successful validation of your payment information, as required during the sign up process. Alison reserves the right to change, add or remove any of the selected Features for the trial period at any time.

Alison Business will provide you with the complete set of Features of your Solo plan immediately upon the successful validation of your payment information and payment of the associated monthly Fee in advance. Alison Business will provide you with the complete set of Features of your Business or Business+ plan immediately upon entering the first billing period.

When you sign up to 'Per User Per Month' Solo, Business or Business+ Subscription, Alison Business will automatically start to charge you on a recurring monthly basis, for every 'Active User' until such time as you cancel your subscription, which you can do at any time. A Solo subscription is based on a single user and is charged monthly in advance. Business and Business+ subscriptions are billed monthly in arrears based on the number of active users within a billing period. You will be charged on the same date each month that you signed up to your specified plan, excluding your trial period. By providing your payment details, you agree to this charge using such payment details.

CANCELLATION

If you do not want to continue to be charged on a recurring monthly basis, you must cancel your Subscription.

Cancellation will cease auto-renewal of Subscription. **Alison will not refund any fees that you have already paid.** If you cancel your Solo subscription, cancellation will be effective at the end of the current billing period; you will continue to have access to your subscription for the remainder of that period, but you will not receive a refund for any fee already paid. If you cancel your Business or Business+ subscription, cancellation will be effective immediately on cancellation. For Business or Business+ subscriptions, you will receive an invoice at the end of your billing period after cancellation, which includes any active user fee for that billing period up to cancellation of your subscription.

To avoid being charged after a free trial promotion, you must cancel your subscription before your free trial ends.

Standard Terms

These terms will not be assignable by either party without the written approval of the other.

Any dispute or difference between the Parties arising out of or in connection to these terms, including but not limited to performance, termination or breach thereof, that cannot be settled first through mutual negotiations failing which either Party shall be entitled to refer such dispute or difference be resolved in accordance with the Arbitration and Conciliation Act, 1996.

The arbitration proceeding shall be conducted through a sole arbitrator mutually appointed by the Parties. The proceedings shall be conducted in English language and the place of arbitration shall be Ireland under EU law. The award rendered in any arbitration commenced herein under shall be binding on both Parties.

You are required to maintain accurate and up-to-date payment information. Alison assumes no responsibility or liability if your 'Per User Per Month' subscription fails to renew or otherwise expires because of outdated or incorrect payment information.

Your purchase of Alison Business Products may be subject to foreign exchange fees or differences in prices based on your location (e.g. exchange rates). All prices quoted are in Euro currency.

Alison reserves the right to change the Fee for Business Products from time to time. We will communicate any Fee changes 30 days in advance with currently active Business customers only. If you do not agree with the Fee changes, you have the right to reject the change by cancelling your Subscription.

Alison Business reserves the right to remove or add any Features of Solo, Business or Business+ Subscriptions at any time.

The following terms apply specifically to the Discount received on Solo, Business or Business+ subscriptions: During an active subscription period, a Group Manager can avail of digital certificate and digital diploma purchases on behalf of their users or the user can individually purchase their digital certificate and digital diploma and will receive a Discount. If a Group Manager has purchased a digital certificate or digital diploma on behalf of their users, only users within the organisation's Group can claim or redeem said purchase. A user must be a member of an organisation's 'Group' in order to avail of this discount. The current Discount is 25% off any one Digital Certificate or Digital Diploma ("Certification") purchase.

Bulk Digital Certification Purchase

An organisation can avail of discounts if purchasing digital certificates and digital diplomas ('Digital Certification') in bulk on behalf of their users outside of a Subscription. A bulk purchase of Digital Certification is a standalone option available to organisations and is not subject to any subscription or requirement that a user must be part of an organisation's 'Group'. Bulk Digital Certification discounts are available on a tiered system and can be purchased online through the Alison Shop. Discounts available for each tier are per order and not a cumulative total of multiple orders. Alison reserves the right to change the discount tiers at any time, without notice. Bulk digital certification purchase discounts are available at www.alison.com/business/bulkcert

Alison Business API

Agreement

On purchasing the API, 'The Partner' enters an Agreement for an initial term of twelve (12) months from the date of payment, with the understanding that it will automatically be extended for successive twelve (12) Months periods unless either party provides notice of non-extension or cancellation at least 60 days prior to the expiration date.

These terms will provide for termination for cause where cause is not rectified within a given period. Such causes will be listed so as to enumerate industry-standard conditions including, but not limited to either party:

- Winding up of business activity or insolvency;
- Breach of the other's confidentiality;
- Failure to execute financial payments per the terms of the agreement;
- Material breach of contract.

API Connection

With regard to The API connection between Alison and 'The Partner', the following applies:

Product

Alison to provide 'The Partner' access to the 'Alison API' to fulfil a service to their clients.

The 'Alison API' will provide unrestricted access to all public courses live on the Alison online learning platform.

'The Partner' will not share API access details with any other partner or organisation.

Unauthorised use of the Alison API credentials may result in suspension of access without refund or financial cost to Alison.

Fair usage rules apply to the use of Alison API.

All 'Partner' users who access the Alison platform via the API will be subject to the 'General Terms & Conditions' for usage of the Alison site.

Alison must collect the email and name for each registered user in keeping with privacy regulation.

In line with Data Protection and Privacy Laws, Alison will not share data of 'The Partner' users to any third party at any point in time.

Alison represents, acknowledges and agrees that, in the course of this Agreement, Alison and or its authorised person may receive or have access to 'The Partner' data including Personal Information.

Financial Agreement

Alison API charges an annual subscription fee which is to be payable in advance for the full subscription amount.

The cost of this service is currently €2,500 per annum, with the fee to be paid upfront to gain access to the Alison API.

After the completion of each 12 month subscription period, the annual subscription fee is due on the date of the previous annual payment.

If the annual subscription fee is not received prior to or on the renewal date, access to the Alison API will be terminated at no financial loss to Alison.

ALISON WILL NOT REFUND ANY FEES THAT YOU HAVE ALREADY PAID.

Technical Support

Alison Business provides a universal API that may be used from any integration platform that supports SOAP (*see API Remote Document*) or any programming language.

For the purpose of clarity, Alison will not provide any hardware to the Partner in relation to the provision of this service. Alison will provide general technical support to the Partner, which must be communicated by the Partner through the help channels available on the Alison website.

API Standard Terms

The Alison online learning platform has advertisements as standard. This feature can be removed as a premium service, the cost can be discussed with the API Client's account manager.

Only Alison certification can be sold for Alison courses that are integrated to API Client systems. The API agreement does not allow the API Client to provide their own certification for any Alison course.

The API should only be used for the purposes submitted by the API Client . Any use beyond this needs to be signed off by Alison. Any unauthorised use outside of the purposes agreed in this contract will lead to immediate disconnecting of the API at no financial loss to Alison.

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