

ALISON BUSINESS API - TERMS & CONDITIONS

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.

END