

Trainer Bubble – E-Learning Terms & Conditions

This agreement describes the terms for members or customers of *Trainer Bubble* who obtain Training Materials through www.trainerbubble.com or use the site.

AGREEMENT

In this document, “Training Material” or “Content” is the training product you obtain from *Trainer Bubble* through e-commerce purchase, website download and email delivery.

“You” and “The Customer” refers to the customer or client who purchases the Training Material.

“We”, “Us” and the “Author” refers to *Trainer Bubble*.

We hereby grant to you a non-transferable license to use the Training Materials for the Permitted Uses as defined below. Anything outside the Permitted Uses For Training Materials is excluded. These are presented under Exclusions. All other rights to the Training Materials, including, without limitation, all copyright and other intellectual property rights relating to the Content, are retained by *Trainer Bubble* and or its suppliers.

This Agreement is effective until it is terminated. You can terminate this Agreement by destroying the purchased Training Materials along with any copies or archives of it and ceasing to use the Training Materials for any purpose. The Agreement also terminates with or without notice from *Trainer Bubble* if at any time you fail to comply with any of its terms.

Trainer Bubble reserves the right to elect at a later date to revoke or amend the license granted by this Agreement and replace the content with an alternative for any reason. *Trainer Bubble* may revise this Agreement at any time and at its sole discretion.

PERMITTED USES FOR TRAINING MATERIALS

As a user of Training Materials provided by *Trainer Bubble*, you are hereby granted the following rights (“Your Rights”):

- Unlimited use of Training Materials for distribution to course participants
- Unlimited delivery of the course to participants
- Unlimited use of the materials within your organisation via a Learning Management System, intranet or on individual devices
- To request, at no cost to you, alteration of content where an agreed typographical, spelling, grammar error or software ‘bug’ is identified

EXCLUSIONS FOR TRAINING MATERIALS

- You may not, under any circumstances, resell the product.
- You may not distribute the Training Material, for free or at cost, to others who may resell the Training Material for commercial advantage.
- You may not convert Training Materials directly to other derivatives such as audio playbacks, translations and online e-learning products and resell it as a new training material for commercial gain.
- Images included in the Training Materials cannot be used outside the context they are provided without explicit permission. You are not allowed to extract images or reverse engineer the content and use them elsewhere outside a training environment. For example, you are not allowed to extract images and use them in a book publication.

USE OF WEBSITE CONTENT

The free training games, energisers, icebreakers, exercises, articles and guidelines presented on *Trainer Bubble* website are provided so that you can enhance your training courses or use them for self-learning. No content from the site (text or images) can be republished elsewhere online or in print, as part of a product, for product advertisement, for commercial gain or for free.

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The rights to images or content are not transferred. The ownership of the Training Materials and any other products remain with *Trainer Bubble*. You are licensed to use the product as per conditions set in this document.

PRIVACY POLICY

Please view our privacy policy for more details.

DELIVERY POLICY

Upon successful checkout via our e-commerce system, you will immediately receive emails which contain an attachment of the products purchased. This is automatically handled when the transaction is completed. In some cases, transfer of these emails can be interrupted and you might not receive it. This can happen due to individual email

restrictions, server issues or firewall settings. In these cases, please contact customercare@trainerbubble.com and we will resend the email in a different format or to an alternate email address.

CANCELLATION AND RETURNS

Training Material purchased on-line through our website is considered opened at the time of purchase. In line with UK's Department of Trade and Industry's laws on Distant Selling, for these types of products, cancellation rights will end when performance of the service starts. In line with the software industry practices, returns are only accepted for unopened products. As a result, no returns are accepted after the time of purchase. You will have every opportunity to examine the syllabus and general content of the course material before you proceed to purchase it.

WARRANTY

The Content is provided in accordance with the agreement provided in this document. While we made reasonable effort on the accuracy of the Content to correctly present the research carried out in subject domains, *Trainer Bubble* does not warrant the accuracy of such information.

Other than as expressly provided above the content is provided "as is" without representation, warranty or condition of any kind, either express or implied, including, but not limited to the implied representations, warranties or conditions of merchantability, or fitness for a particular purpose. *Trainer Bubble* does not represent or warrant that the content will meet your requirements. The entire risk as to the quality and performance of the content is with you.

YOUR INDEMNIFICATION

You agree to indemnify, defend and hold *Trainer Bubble*, its affiliates, its Content providers and their respective directors, officers, employees, shareholders, partners and agents (collectively, the "*Trainer Bubble Parties*") harmless from and against any and all claims, liability, losses, damages, costs and expenses (including reasonable legal fees on a solicitor and client basis) incurred by any *Trainer Bubble Party* as a result of or in connection with any breach or alleged breach by you or anyone acting on your behalf of any of the terms of this Agreement.

LIMITATION OF LIABILITY

In no event shall *Trainer Bubble* or any of its affiliates or content providers be liable for any incidental, indirect, punitive, exemplary or consequential damages whatsoever (including damages for loss of profits, interruption, loss of business information or any other pecuniary loss).

TRAINING MATERIAL SUITABILITY

It is the Customer's responsibility to refer to the range of training courses provided by *Trainer Bubble*, prior to purchasing, to ensure that the selected courses meet the required criteria. *Trainer Bubble* provides professional course material based on comprehensive research, care and skill but accepts no liability in the event that the selected programme is unsuitable for you or your participant requirements.

ACKNOWLEDGEMENT

You acknowledge that you have read this agreement, understand it, and had an opportunity to seek independent legal advice prior to agreeing to it. In consideration of *Trainer Bubble* agreeing to provide Training Materials, you agree to be bound by the terms and conditions of this agreement. You further agree that it is the complete and exclusive statement of the agreement between you and *Trainer Bubble*, which supersedes any proposal or prior agreement, oral or written, and any other communication between you and *Trainer Bubble* relating to the subject of this agreement.

CONTACT

If you have any questions in regard with rights please contact support and ask for assistance: sales@trainerbubble.com

For more contact options, please visit the Contact Us page of our website.

To learn more about us, please visit www.trainerbubble.com