150 PayForCourses service

Version 3

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1 Introduction

This document explains the detailed terms and how to get the best from our PayForCourses service and should be read in conjunction with our Terms of Business available at http://tob.hubkengroup.com. In the event of any inconsistency between the provisions of this document and our Terms of Business, the terms contained within this document (in respect of such inconsistency) shall prevail.

This is a living document and is subject to updates and changes as and when required by us.

1.1 Applicable PayForCourses services

This service document applies to PayForCourses annual contracts that came into force prior to 25th June 2018.

1.2 Definitions

The following definitions apply to this document:

- Authorised Users: users of the Customer Website who access the Software through the Hosting Services under this agreement.
- Configuration Services: the configuration and related work to be performed by us to configure the Software.
- Customer Data: the data inputted or uploaded into the information fields of the Software by you, by Authorised Users, or by us on your behalf.
- Customer Equipment: all equipment owned or operated by you which is necessary for the provision of the Services including, but not limited to, your server.
- Customer Website: the website operated by you through which Authorised Users can purchase the your products and services via the Software.
- Ecommerce Service Provider: the third party service provider selected by us to provide the payment processing facility via which Authorised Users will make payments.
- Hosting Services: the services that we provide to allow Authorised Users to access and use the Software, including hosting set-up and ongoing services, as described in.
- Maintenance and Support: any error corrections, updates and upgrades that we may provide or perform with respect to the Software and Hosting Services, as well as any other support provided to you all as described in our service schedule.
- OS Software: the open source software necessary to facilitate your use of the Software to be installed on the Customer's server.
- Software: our proprietary software in machine-readable object code form, source code, text, specifications or other media known as PayForCourses, including any error corrections, updates, upgrades, modifications and enhancements to it provided to you.

1.3 Configuration Services

Subject to our prior written agreement, you may install and configure the OS Software yourself but, in these circumstances we will be unable to verify that the OS Software has been successfully configured and we will not be liable in respect of any failure of the OS Software to perform as expected.

If we consider that the Configuration Services cannot be completed successfully, we will be entitled to terminate our agreement with you. If we do so we will refund any Fees received in relation to the Configuration Services provided that, if our inability to complete the Configuration Services is due in the main to your failure to comply with your obligations we shall be entitled to retain any Fees paid or, if none have been paid, to require payment of its reasonable costs and expenses in respect of work carried out.