APMG Website and Platforms Terms of Use (“Terms”)

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING OR ACCESSING ANY APMG WEBSITE OR PLATFORM

1. WHAT’S IN THESE TERMS?

These terms tell you the rules for using our websites and/or online portals or platforms. These includes (without limitation):

- the APMG International website (https://apmg-international.com/)
- the APMG Business Books platform (https://apmg-businessbooks.com/)
- the APMG AO Portal platform (https://myportal.apmg-international.com/login?ReturnUrl=%2f)
- The APMG Invigilator Portal platform (https://invigilatorportal.apmg-international.com/#/)
- the APMG Candidate Portal platform (https://candidateportal.apmg-international.com/#/exams)
- The APMG Learning Platform
- the APMG Public Exams Portal platform (https://publicexambookings.apmg-international.com/)
- the APMG Sample Exams platform (https://sampleexams.apmg-international.com)
- the APMG PPP Certification Program platform (https://ppp-certification.com/)
- the APMG Aerospace Authentication Portal platform (https://iaqg.apmg-international.com/)
- The APMG RCB Online Portal platform (https://iso20000.apmg-international.com/default.aspx)

(together the “APMG sites and platforms” or “our sites and platforms”).

To the extend you use our sites or platforms as an agent or employee of any organisations that has a separate agreement with us for the provision of the services provided by us via our sites and/or platforms, then such agreement takes precedence over this terms.

2. WHO WE ARE AND HOW TO CONTACT US

APMG sites and platforms are operated by APMG International. APMG International is a trading name of the APM Group Limited (“APMG”, “we”, “us”, “our”). APM Group Limited is registered in England and Wales under company number 2861902 and our registered office is at Sword House, Totteridge Road, High Wycombe, Buckinghamshire, HP13 6DG, United Kingdom. Our VAT number is 603820668.

“You”, “Your” are the person using or accessing one or more of the APMG sites and/or platforms.

You can contact us by writing to the address listed above or by emailing help@apmg-international.com

3. BY USING ANY OF OUR SITES AND/OR PLATFORMS YOU ACCEPT THESE TERMS

By signing up, using and/or accessing any of our sites and/or platforms or any other of our online services, you confirm that you accept these terms and that you agree to comply with them.

If you do not agree to these terms, you must not use or access any of our sites or platforms.
We recommend that you print a copy of these terms for future reference.

Any breach or violation of these terms (as determined by us in our sole discretion) will result in an immediate termination of your access to APMG sites and platforms.

4. **THERE ARE OTHER TERMS THAT APPLY TO YOU**

These terms refer to the following additional terms, which also apply to your use of our sites and/or platforms:

- Our Privacy Policy, containing our cookie policy which sets out information about cookies on our sites and platforms. We will only use your personal information as set out in our Privacy Policy.

- Our Acceptable Use Policy, which sets out the permitted uses and prohibited uses of our sites and platforms. You must comply with the Acceptable Use Policy when using an APMG site or platform.

Our Privacy Policy is available at [https://apmg-international.com/privacy-policy](https://apmg-international.com/privacy-policy)

Our Acceptable Use Policy is available at [https://apmg-international.com/copyright-legal-policies](https://apmg-international.com/copyright-legal-policies)

Services and products delivered through an APMG site or platform will be subject to the Terms and Conditions for Services set out at [https://apmg-international.com/copyright-legal-policies](https://apmg-international.com/copyright-legal-policies). This is in addition to, and does not replace, any terms and conditions set out in these terms or any terms you may have agreed to with your training provider.

When you select to take an exam via one of our platforms you also agree to comply with the terms and conditions applicable to examination candidates set out at [https://apmg-international.com/copyright-legal-policies](https://apmg-international.com/copyright-legal-policies).

If you have selected to take an exam via the APMG Public Exams Portal platform you agree to be directed to a third-party service provider who will perform this service. Your training provider may also refer you to a third-party service provider to invigilate your exam.

We encourage you to read the privacy policy or privacy statement and any terms and conditions of any third-party service provider or any third-party website you visit.

5. **PAYMENT SERVICES**

Any on-line payments made by you will be processed through third-parties for payment processing. We will not store or collect your payment card details. That information is provided directly to our third-party payment processors whose use of your personal information is governed by their privacy policy and their terms and conditions which you should review independently. We are not responsible or liable for the availability or accuracy of third-party payment processors or the content, products or services available from them or provided to you. You choose to use the third-party payment processors’ services at your own risk and such third-party services are provided to you without warranty, express or implied, to the maximum extent permitted by law.

6. **WE MAY MAKE CHANGES TO THESE TERMS**

We amend these terms from time to time at our discretion. Each time you access an APMG site or platform you agree to these terms as they may be amended from time to time. Please check these terms every time you wish to use an APMG site or platform to ensure you understand the terms that
7. **WE MAY MAKE CHANGES TO OUR SITES AND/OR PLATFORMS**

We may update and change our sites and/or platforms from time to time at any time. We will try to give you reasonable notice of any major changes. Any changes and/or new features or tools which are added to any APMG site or platform will also be subject to these terms.

8. **WE MAY SUSPEND OR WITHDRAW OUR SITES AND/OR PLATFORMS**

We do not guarantee that our sites or platforms, or any content on them, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our sites and/or platforms for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal. You should not use our sites and/or platforms if you do not agree to the changes to the terms.

You are also responsible for ensuring that all persons who access an APMG site and/or platform through your internet connection are aware of these terms and other applicable terms and conditions, and that they comply with them.

9. **YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE**

In order to access and/or use our sites and/or platforms, you may be required to provide current, accurate, identification, contact and other information as part of the registration process and/or continue use of our sites and/or platforms, and you will be responsible for maintaining the accuracy and completeness of such information.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party and take and maintain reasonable safeguards to protect it.

We have the right to disable or block any user identification code or password whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms. We will not be liable for any loss that you may incur as a result of this.

We will not be liable for any loss or damage that you may incur as a result of someone else using your password or account information in connection with your use of any APMG site or platform, with or without your knowledge, or arising from your failure to provide us with accurate information.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at help@apmg-international.com. We expect you to provide us with information that is true, honest, accurate and up-to-date.

10. **HOW YOU MAY USE MATERIAL ON OUR SITES AND PLATFORMS**

We are the owners or the licensees of all intellectual property rights in and to our sites and platforms, and in the materials published on it (with the exception of content uploaded by our users which includes, without limitation, content uploaded by your training provider). Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

We hereby grant you a personal, worldwide, non-assignable and non-exclusive licence to use our sites and platforms as part of the services we agree to provide to you, for the sole purpose of enabling you to use and enjoy the benefit of such services as permitted by these terms, until your rights are
terminated in accordance with these terms or any other agreement you or your organisation (as the case may be) have with us governing your use of such services.

Except for the limited licence rights specifically granted to you in this section 10, these terms do not grant you any title or interest in the services provided or content, software or other intellectual property rights in or available through our sites and/or platforms and/or the services provided through them.

You may print off one copy, and may download extracts, of any page(s) from our sites for your personal use and you may draw the attention of others within your organisation to content posted on our sites.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our sites and platforms must always be acknowledged.

You must not use any part of the content on our sites or platforms for commercial purposes without having first obtained a written licence to do so from us or our licensors.

If you print off, copy or download any part of an APMG site or platform in breach of these Terms, your right to use our sites and platforms will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Although we make reasonable efforts to update the information on our sites and platforms, we make no representations, warranties or guarantees, whether express or implied, that the content on our sites and/or platforms is accurate, complete or up to date. To the extent permitted by law, we disclaim all warranties, express or implied, of fitness for purpose, merchantability, accuracy or non-infringement.

11. USER-GENERATED CONTENT

APMG sites and platforms may include information, content and materials uploaded by other users, including to bulletin boards and chat rooms.

You acknowledge and agree that all information, data, text, photographs, images, files, software, sounds, recordings, graphics, video, messages, tags and other materials (including but not limited to forum posts, wiki edits, notes, live chats, seminars, lectures, quizzes, course landing pages and announcements, questions, comments and instant messages), in whatever form and technical structure, whether publicly or privately posted, transmitted, uploaded, downloaded, transferred, submitted, published, distributed or stored using the an APMG site or platform ("content"), are the sole responsibility of the person(s) originating such content and introducing such content into the APMG site and/or platform. We reserve the right, but shall have no obligation, to pre-screen, reject, review, quarantine, delete or move any content posted or submitted to our sites and/or platforms, without obligation to any person.

Apart from information and materials which are uploaded to an APMG platform and reviewed by us as part of an APMG certification application, we do not verify, endorse, recommend or approve any information, content and materials uploaded by other users to our sites and/or platforms.

The views expressed by other users on our sites and platforms do not represent our views or values. We ask you to not provide any sensitive information in generic commentary boxes or similar fields.
Sensitive information includes information about race, ethnic origin, religion or philosophical beliefs, sexual orientation, health, political preferences and race and union memberships.

12. UPLOADING CONTENT TO OUR SITES AND/OR PLATFORMS

You agree that you are responsible for your own conduct and your use of our sites and/or platforms and all conduct or use under your account, and for all any consequences thereof including, without limitation, all content that is created, stored, shared or published by anyone using your account.

Whenever you make use of a feature that allows you to upload content to any of our sites or platforms, or to make contact with other users of our sites or platforms, you must comply with the content standards set out in our Acceptable Use Policy available at https://apmg-international.com/copyright-legal-policies.

You warrant that any such contribution to our sites and/or platforms does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of this warranty.

You agree to use our sites and platforms only for purposes that are legal, proper and in accordance with these terms, and all applicable laws and regulations in the relevant legal jurisdictions. You will not use our sites or platforms to offer, display, distribute or store any content and/or materials which infringe copyrighted works or otherwise violates the intellectual property rights of any third party. You agree and warrant that any content you submit, upload, share or distribute to or via any of our sites or platforms does not and will not violate or infringe anyone else’s patent, trademark, trade secret, copyright or other intellectual property rights worldwide and you warrant that you have obtained all and any necessary rights, consents, permissions and authority to use any third-party content prior to displaying or uploading it onto our sites and/or platforms.

Any content you upload to any of our sites or platforms will be considered non-confidential and non-proprietary. We shall not be responsible for any duplication, publication or other use of any content you upload, share or post via our sites and/or platforms by other users.

You retain all of your ownership and/or licence rights in your content, by you are required to grant us and other users of our sites and/or platforms a limited licence to use, store and copy that content and to distribute and make it available to third parties. Accordingly, by using an APMG site or platform and posting content you grant to APMG a worldwide, non-exclusive, transferable, assignable, sublicensable, fully paid-up, royalty-free, perpetual, irrevocable right and license to display, perform and distribute your content, and to modify (for technical purposes) and reproduce such content to enable us to operate our sites and platforms. You also agree that we have the right to elect not to process, post, store, display, publish or transmit any content in our sole discretion. You agree that these rights include a right for us to make such content available to, and pass these rights along to, others with whom we have a contractual relationships related to the provision of our sites and/or platforms, solely for the purpose of providing such services, and to otherwise permit access to your content to third parties if we determine such access necessary to comply with our legal obligations or to (a) respond to your requests for service; (b) enforce this agreement; (c) respond to claims that your content violates the rights of third parties; or (d) protect the rights, property, or personal safety of us, other users, or the public. Where we are required to access and disclose your account information and content, we will, to the extent we are permitted to do so, give you as much notice of this disclosure as possible.

You are solely responsible for securing and backing up your content.

You further agree that:
• You are solely responsible for, own, or have the full rights to use any content you submit, post or display on or to our sites and/or platforms. By submitting, downloading, sharing or uploading content to any of our sites or platforms, you agree that we may display your content, audio and video images, any recordings and display or publish your live, in-session images/likeness or voice to other users of our site or platform. Your training provider may choose to record training sessions provided to you. If you object to any such recording you must inform your training provider or leave the training session promptly. If we store any recordings on our systems, you grant APMG permission to store such recordings for quality and monitoring purposes. APMG shall not be liable for any content, data, materials or other content uploaded to our sites or platforms by your training provider or any other user of the site or platform, or which is viewed or accessed by you while using our sites or platforms, including any errors or omissions in such data or content or any loss or damage incurred as a result of the use of or access to, or denial of access to any data or content. We recommend you keep back-ups of any content you submit to the site;

• Your right to access and use our sites and/or platforms may not be assigned or sublicensed to anyone else without our express written consent;

• You will not record, photograph or copy any part of the training session provided to you via any of our sites or platforms without the express prior written permission your training provider;

• You will comply with all laws, ordinances, rules, regulations, and/or requirements imposed by any government or regulatory agency on your use, transmission, and disclosure of any data or information via an APMG site or platform;

• You will not disobey any requirements, procedures, policies or regulations of networks connected or applicable to our sites and/or platforms, or interfere with or disrupt any APMG site or platform or servers or networks connected to an APMG site or platform; and

• You will not access (or attempt to access) any of our sites and/or platforms by any means other than through the interface(s) provided by us, or access (or attempt to access) any of our sites and/or platforms through any automated means (including use of web crawlers, scripts or the like) or otherwise engage any of our sites and/or platform in a manner reasonably likely to be harmful to (i) the systems operating them or (ii) the access or use of any APMG site and/or platform by others.

If you wish to complain about information, content and materials or behaviour of other users of or on our sites or platforms, please contact us at help@ampg-international.com

By submitting to APMG any feedback, comments, ideas, suggestions, documents and/or proposals through our sites, platforms or otherwise (collectively, “contributions”), you acknowledge and agree that: (a) your contributions do not contain confidential or proprietary information; (b) we are not under any obligation of confidentiality, express or implied, with respect to the contributions; (c) we shall be entitled to use or disclose (or choose not to use or disclose) such contributions for any purpose, in any way, in any media worldwide; (d) we already may possess or have received or considered something the same as or similar to the contributions; (e) your contributions automatically become the property of APMG without any obligation of APMG to you; and (f) you are not entitled to any accounting, compensation or reimbursement of any kind from us for contributions. Your “content”, as defined and used in these terms, does not include contributions.

13. SPECIAL TERMS APPLICABLE TO USERS OF APMG PLATFORMS
Your training provider may register your details with us via the applicable APMG platform so you may either sit an exam with us or attend an online training course delivered through our learning platform.

In addition to the other provisions of these terms, the following special terms apply when using an APMG platform (including, without limitation, the APMG Candidate Portal and the APMG Learning Platform):

- You shall not use the APMG platforms if you are under the age of 16, or permit any third party to use an APMG platform if they are under the age of 16.
- You must provide your full legal name, current address, a valid email address, and any other information needed in order to complete the sign-up process.
- You acknowledge that we will use the email address you provide as the primary method for communication.

If your training organisation provides (or request us to provide) you with access to the APMG Learning Platform, your training organisation can:

- Control and administer the platform and platform accounts, including controlling privacy-related settings of the platform or platform accounts; and
- Access and process your data, including the interaction data, diagnostic data, and the contents of your communications and files associated with the platform or platform product accounts.

Your use of the APMG Learning Platform is subject to your training provider’s policies. You should direct your privacy enquiries, including any requests to exercise your data protection rights, to your training provider’s administrator.

When you use social features available in the APMG Learning Platform other users may see some or all of your activity. To learn more about the social features and other functionality, please ask your training provider who will be able to provide further advice. APMG is not responsible for the privacy or security practices of your training provider, which may differ from those set out in our privacy policy.

When you use the APMG Learning Platform the processing of your personal data by us or any third-party in connection with our platform is governed by a contract between APMG and your training provider. APMG processes your personal data to provide the platform to your training provider and you, and for APMG’s legitimate business operations related to providing the platform.

APMG is not responsible for any services agreed with or performed by your training provider or any failure by them to fulfil any arrangement they have with you. Any queries or issues you may have regarding such services must be addressed with your training provider.

Under no circumstances shall we be liable for any direct, indirect, incidental, special, consequential, exemplary or other damages whatsoever, including, without limitation, any direct, indirect, incidental, special, consequential, exemplary or other damages that result from any contractual relationship between you and your training provider. These limitations shall apply even if APMG has been advised of the possibility of such damages. The foregoing limitations shall apply to the fullest extent permitted by law.

14. **WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO**

Where our sites and platforms contain links to other sites and resources provided by third parties,
these links are provided for your information only. Such links should not be interpreted as approval, recommendation or endorsement by us of those linked websites or information you may obtain from them.

- We have no control over the contents, accuracy or availability of those sites or resources and accept no legal responsibility for any content, material or information in them.

- You acknowledge sole responsibility for and assume all risk arising from your use of any third-party websites, terms or conditions, products, resources or services.

15. **WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM**

We do not guarantee that our sites or platforms will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our sites and/or platforms. You should use your own virus protection software. We do not warrant that our sites or platforms or services provided or emails sent by us are virus free or free of other harmful components and we make no warranty that the content of our sites or platforms will meet your requirements or be available on an uninterrupted, secure or error-free basis.

You agree that you will not upload, post or otherwise transmit any software viruses or any other compute code, files of programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.

You agree that you will not misuse our sites or platforms by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our sites, platforms, the server on which any of our sites or platforms are stored or any server, computer or database connected to our sites or platforms. You must not attack our sites or platforms via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our sites and/or platforms will cease immediately.

16. **RULES ABOUT LINKING TO OUR SITE**

You may link to the APMG International website home page, provided you do so in a way that is fair and legal, in accordance with our Acceptable Use Policy and does not damage our reputation or take advantage of it. You may not link to any other APMG site or platform without our prior approval.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to any of our sites or platforms in any website that is not owned by you.

Our sites or platforms must not be framed on any other site, nor may you create a link to any part of the APMG International website other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy at [https://apmg-international.com/copyright-legal-policies](https://apmg-international.com/copyright-legal-policies)
If you wish to link to or make any use of content on our sites or platforms other than that set out above, please contact help@apmg-international.com

17. INDEMNITY
You agree to defend, indemnify and hold us, our officers, directors, employees, agents, partners and affiliates from and against any and all claims, liabilities, losses or expenses including reasonable attorney fees and costs arising out of or in connection with your access to our sites and/or platforms or use of our services or your violation of or failure to perform any obligation under these terms or your violation of any rights of any third party.

18. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

Whether you are a consumer or a business user:

WE DO NOT EXCLUDE OR LIMIT IN ANY WAY OUR LIABILITY TO YOU WHERE IT WOULD BE UNLAWFUL TO DO SO. THIS INCLUDES LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE OR THE NEGLIGENCE OF OUR EMPLOYEES, AGENTS OR SUBCONTRACTORS AND FOR FRAUD OR FRAUDULENT MISREPRESENTATION.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR MAXIMUM LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER SHALL BE LIMITED TO £100 OR THE AMOUNT PAID BY YOU FOR OUR SERVICES, WHICHER IS THE GREATER.

If you are a business user:

YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE, OUR SUBSIDIARIES, AFFILIATES AND LICENSORS, AND OUR AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, COVER OR OTHER INTANGIBLE LOSSES, EVEN IF FORESEEABLE, ARISING UNDER OR IN CONNECTION WITH:

- THE USE OR THE INABILITY TO USE OUR SITES OR PLATFORMS;
- USE OF OR RELIANCE ON ANY CONTENT DISPLAYED ON OUR SITES OR PLATFORMS;
- THE TERMINATION OF YOUR ACCOUNT IN ACCORDANCE THESE TERMS;
- THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICE PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM AN APMG SITE OR PLATFORM;
- THE ACTS OR OMISSIONS OF ANY THIRD PARTY USING AN APMG SITE OR PLATFORM;
- UNAUTHORIZED ACCESS TO OR THE LOSS, CORRUPTION OR ALTERATION OF YOUR TRANSMISSIONS, CONTENT OR DATA;
- ACTIONS OR OMISSIONS BY US OR OUR AFFILIATES BASED ON YOUR ACCOUNT INFORMATION OR ANY CHANGES THERETO OR NOTICES RECEIVED THEREFROM;
- STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OR USING AN APMG SITE OR PLATFORM; OR
• YOUR FAILURE TO PROTECT THE CONFIDENTIALITY OF ANY PASSWORDS OR ACCESS RIGHTS TO YOUR ACCOUNT INFORMATION.

If you are a consumer user:

PLEASE NOTE THAT WE PROVIDE OUR SITES AND PLATFORMS TO YOU FOR DOMESTIC AND PRIVATE USE ONLY. YOU AGREE NOT TO USE OUR SITES OR PLATFORMS FOR ANY COMMERCIAL OR BUSINESS PURPOSES, AND, TO THE FULLEST EXTENT PERMITTED BY LAW, WE HAVE NO LIABILITY TO YOU FOR ANY LOSS OF PROFIT, LOSS OF BUSINESS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS OPPORTUNITY.

WE ASSUME NO RESPONSIBILITY OR LIABILITY FOR ANY DAMAGE TO, OR VIRUSES THAT MAY INFECT, YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY VIA YOUR ACCESS TO, USE OF, OR BROWSING IN THE APMG SITES OR PLATFORMS, OR DOWNLOADING OR UPLOADING ANY MATERIAL, DATA, TEXT OR IMAGES, INCLUDING, BUT NOT LIMITED, TO DISTRIBUTED DENIAL OF SERVICE ATTACKS AND ANY AND ALL MALICIOUS COMPUTER CODE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE WILL NOT BE LIABLE OR RESPONSIBLE WITH RESPECT TO ANY SUBJECT MATTER OF THESE TERMS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR TORT FOR AN ERROR OR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES FOR ANY MATTER BEYOND OUR REASONABLE CONTROL.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT OUR, AND/OR OUR AFFILIATES’ MAXIMUM AGGREGATE LIABILITY, AND YOUR EXCLUSIVE REMEDY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WILL BE LIMITED TO THE ACTUAL AMOUNT PAID BY YOU FOR THE SERVICES (IF ANY) IN THE TWELVE MONTHS PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH CLAIMS.

NOTWITHSTANDING ANYTHING CONTRARY IN THESE TERMS, NOTHING SHALL OPERATE TO EXCLUDE OR RESTRICT EITHER PARTY’S LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM SUCH PARTY’S NEGLIGENCE, FRAUD OR FRAUDULENT MISREPRESENTATION OR ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW.

19. DISCLAIMER AND WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

(a) YOUR USE OF OUR SITES AND/OR PLATFORMS IS AT YOUR SOLE RISK. OUR SITES AND/OR PLATFORMS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

(b) WE DO NOT WARRANT THAT (i) OUR SITES AND/OR PLATFORMS WILL MEET ALL OF YOUR REQUIREMENTS; (ii) OUR SITES AND/OR PLATFORMS WILL BE UNINTERRUPTED, TIMELY, OR ERROR-FREE; OR (iii) ERRORS IN OUR SITES AND/OR PLATFORMS WILL BE CORRECTED.

(c) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM OUR SITES AND/OR PLATFORMS SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.
(d) ANY TRANSMISSION OF CONTENTS THROUGH THE USE OF OUR SITES AND/OR PLATFORMS IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM ANY SUCH TRANSMISSION.

20. WHICH COUNTRY’S LAWS APPLY TO ANY DISPUTES?

These terms, their subject matter and their formation, and the relationship between you and APMG shall be governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction.

21. GENERAL PROVISIONS

Except as they may be supplemented by additional terms and conditions, policies, standards or guidelines, or as amended by APMG from time to time, these terms constitute the entire agreement between us and you relating to the subject matter hereof and supersede all and any prior agreements or understandings between us and you regarding these terms. If, through accessing or using an APMG site or platform, you utilise or obtain any product or service from a third party, you may additionally be subject to such third party’s terms and conditions applicable thereto, and these terms shall not affect your legal relationship with such third party.

Nothing in these terms is to be construed as constituting an agency or partnership relationship between us and you.

Failure or delay by APMG to exercise or enforce any right or provision of these terms or rights under applicable law shall not constitute a waiver of any such provisions or rights. If any provision of these terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties’ intentions as reflected in the provision, and the other provisions of these terms remain in full force and effect.

You acknowledge that your breach of any of the provisions of these terms may cause immediate and irreparable harm to APMG and our affiliates for which APMG may not have an adequate remedy in money or damages. We and our affiliates will therefore be entitled to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request and will be entitled to recover from you the costs incurred in seeking such an injunction. The right to obtain injunctive relief will not limit any right to seek or obtain other or further remedies.