



Terms and Conditions for LS Retail Academy Learning Platform

These terms and conditions apply to the relationship and use of the Platform and/or Software Services provided for by the Platform Developer to the LS Retail Academy and its End Users. The Platform Developer will provide the LS Retail Academy and its End Users with remote access to the Docebo Software, which is a platform specializing in learning management systems. End Users can through the LS Retail Academy, access specific learning material, on the platform, provided for by the LS Retail Academy.

These terms and conditions govern the relationship between the former and set forth the conditions for the use of the End User of these Software Services and the Training material.

If you, as the End User, want to continue and access the Software Services provided for, you accept these terms and conditions set forth herein. If you do not accept them you cannot proceed with accessing the Software Services.

If you continue and access the Software Services you are stating that you have read these terms and conditions set forth herein and will comply with them.

1. DEFINITIONS

For these terms and conditions the following words shall have the following meaning:

- 1.1. **“Terms and Conditions”** shall mean these terms and conditions set forth by the LS Retail Academy in relation to its End Users accessing the Software Services provided for by the Platform Developer.
- 1.2. **“Software Services”** means the software provided for by the Platform Developer to the End User of the LS Retail Academy in the form of a Learning Management System (LMS). The LMS will be on an E-learning platform made by the Platform Developer where the LS Retail Academy can upload material for its End Users to access.
- 1.3. **“Platform Developer”** means Docebo UK Limited, which is a Software as a service company that specializes in learning management systems.
- 1.4. **“LS Retail Academy”** means LS Retail ehf., which is a developer and provider of unified POS and business management software for retail and hospitality.
- 1.5. **“End User”** means any person or entity that has been granted access to the Software Services and/or the Training Material by the LS Retail Academy for training purposes. This can be the Partner of the LS Retail Academy or employees of the Partner.
- 1.6. **“Trainee”** means any person that’s been given access to the Software Services and Training Material for training purposes.
- 1.7. **“Training Material”** means any type of documents or software that the LS Retail Academy provides for in the training course.
- 1.8. **“Privacy Policy”** means the LS Retail Academy’s Privacy Policy, which can be seen in Art. 4.4 in these Terms and Conditions.

2. USAGE RIGHTS AND LIMITATIONS

- 2.1. The Software Services include an E-learning platform Docebo Cloud 300 – Gold Lite Launch pack. The Launch ‘Pack ensures a smooth implementation and successful ongoing use of the Docebo Enterprise Cloud LMS. Led by a designated Solution Deployment Manager, who guides administrators through the necessary training and enablement milestones. The Administrator training has Self-led training via pre-recorded videos and access to KnowledgeBase articles. Solution Deployment Manager will provide documented direction on how to access training and be available to answer questions about the training within weekly touchpoints.
- 2.2. The Training Material includes, but is not limited to, an E-learning platform, where the LS Retail Academy can host videos, presentations, pdf, text, purchased training content, and an LS Retail Academy led course in person or online (webinars) with a primary focus on educating the End Users.
- 2.3. The Software Services may be used only for the assigned End User. The assigned End User means the trainee that the LS Retail Academy has allowed to use the Software Service for training purposes. The End User shall not knowingly permit others to use the Software Services without the LS Retail Academy’s consent and shall not: i) defame, abuse, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as of privacy, publicity, and intellectual property) of the LS Retail Academy and Platform Developer, or interfere with another party’s use of the Services; ii) publish, upload, ship distribute or disseminate any harmful, infringing, fraudulent, tortious, or unlawful material or information (including any unsolicited commercial communications); iii) misrepresent, or in any other way falsely identify itself; iv) transmit or upload any material through the Software Service containing viruses, trojan horses, worms, time bombs, cancelbots, or any other programs with the intent or effect of damaging, destroying, disrupting or otherwise impairing the Software Service, or any other person’s or entity’s, network, computer system, or other equipment; v) interfere with or disrupt the Software Service networks or servers connected to the LS Retail Academy or Platform Developer, or violate the regulations, policies or procedures of such networks or servers, including unlawful or unauthorized altering of any of the information submitted through the Software Services; vi) attempt to gain unauthorized access to the Software Services, other LS Retail Academy’s of the Platform Developer or LS Retail Academy, computer systems or networks using the Services by any means; vii) copy, modify or create Derivative Works or improvements of the training material or the software; viii) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the software or any other software of the LS Retail Academy and Platform Developer, in whole or in part; ix) bypass or breach any security device or protection used by the Services or Software other than through the use of then valid access credentials; x) remove, delete, alter or obscure any trademarks, documentation, warranties or disclaimers, or any copyright, trademark, patent or other intellectual property rights notices from any services or the software from the LS Retail Academy or Platform Developer; xi) access or use the Software Service or training material for the purposes of the development, provision, or use of a competing software service or product, or; xii) sell, resell, assign, pledge, transfer, license, sublicense, distribute, rent or lease the Software Services or the Training Material.
- 2.4. Upon the LS Retail Academy’s acceptance of the End User’s use of the Software Services and its Training Material the End User has the right to use the Software Services in the way that is described in these Terms and Conditions and for its training purposes only. The End User may use the software only as expressly permitted in these terms and conditions. In doing so the End User complies with any technical limitations in the Software that only allow the End User to use it in certain ways.
- 2.5. The End User shall not unless otherwise agreed in writing:
 - 2.5.1. Copy, adapt, or reverse compile the whole or any part of the Software or Training Material;

- 2.5.2. Assign, transfer, sell, lease, rent, charge, or otherwise deal in the Software and Training Material or use it on behalf of any third party or make available the same to any third party;
 - 2.5.3. Remove or alter any copyright or other proprietary notice in the software or Training Material;
 - 2.5.4. Receive or be entitled to the programming source code or compiled code in the Software or Training Material.
- 2.6. If the End User commits any breach of these terms and conditions, the LS Retail Academy, in addition to any other rights and remedies at law, shall be entitled to terminate the Training program for the End User.

3. INTELLECTUAL PROPERTY RIGHTS

- 3.1. Intellectual Property Rights. All present intellectual property rights including copyright and industrial rights in the Software Services are the sole property of the Platform Developer and all the Training Material is the sole property of the LS Retail Academy. This Agreement does not in any way purport to transfer any such rights to the End User in any respect.
- 3.2. Infringement. The End User shall notify the LS Retail Academy, as soon as practicable, after he becomes aware of: (i) any actual, threatened or suspected infringement of any intellectual property (including know-how) in respect of the Software Services or the Training Material, any related material or of any breach of confidence relating to any of the foregoing; (ii) any claim brought against the End User alleging that its use of the Software Product, any related material or any intellectual property or other rights belonging to or alleged to belong to the claimant.

4. End User DATA and Privacy Policy

- 4.1. Use of End User Data. End User Data will be used only to provide the LS Retail Academy with information about the End User in regards to the training and its process. The LS Retail Academy will not use the data of the End User in any other way and is obliged to keep the data strictly confidential.
- 4.2. The LS Retail Academy will make sure to comply with all applicable data protection Laws and data security laws, rules and regulations in those respective jurisdictions where the Software Service and the Training Material is rendered.
- 4.3. The LS Retail Academy, when providing training services for End Users, shall collect and process all personal data about End Users in accordance with its Privacy Policy and applicable data protection laws.
- 4.4. Privacy Policy. The LS Retail Academy respects the concern for the End Users personal information and therefore the LS Retail Academy's Privacy Policy is applicable to this program. The LS Retail Academy makes sure to follow its Privacy Policy as set forth on its website: [LS Retail Privacy Policy & Terms of Use](#)

5. Procedures and best practices of the End User

- 5.1. While using the Software Service the End User will be associated with certain confidential information and private Training Material. Accordingly, without limiting the End Users obligations under the Agreement, the End User agrees to follow best practices, comply with the agreement, and with local laws and regulations, and agrees to avoid any behavior that may result in the End Users access being suspended or terminated by the LS Retail Academy or Platform Developer.

6. LIMITED WARRANTY AND LIABILITY - DISCLAIMER

- 6.1. **Warranty.** The LS Retail Academy confirms and warrants that it is the owner of, and controls all intellectual property rights and any other rights to the Training Material of the Software Services necessary to perform and administer the training program.
- 6.2. **Limited Warranty.** The Training Material and the Software Services are provided “as is” with all faults and, to the fullest extent permitted by law. The LS Retail Academy makes no other warranties or representations than described in these Terms and Conditions and accepts no other conditions in relation to the Training material or Software Services. The LS Retail Academy does not give any further representation, warranty or undertaking as to the effectiveness, performance, quality, merchantability, durability or fitness for any purpose of the Training material or Software Services, or any related material or documentation or services, or any related material or documentation or services supplied by the LS Retail Academy is free from any defect or error.

7. Disputes and governing law

- 7.1. **Governing Law - Jurisdiction.** The laws and the jurisdiction of Iceland shall apply. Any disputes shall be settled by Icelandic law and in if necessary in the district court of Reykjavik.

8. MISCELLANEOUS

- 8.1. **Assignment.** This Agreement is personal to the End User. The End User is not entitled to assign, mortgage, charge, or otherwise transfer or sub-license any rights or access under this Agreement, except with prior written approval.
- 8.2. **Severability.** If any provision hereof is determined by a tribunal of competent jurisdiction to be illegal or unenforceable, it shall automatically be deemed conformed to the minimum requirements of law and, along with all other provisions hereof, shall thereupon be given full force and effect.
- 8.3. **Validity.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity and shall not invalidate the remainder of such provision or the remaining provisions of this Agreement that shall continue in full force and effect.
- 8.4. **Waiver.** The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.