

Abbreviated short name as registered with the acquiring bank: DEVELOPCOR

I/We hereby authorize Developcore (Pty) Ltd to issue and deliver payment instructions to your Banker for collection

against my/our above-mentioned account at my/our above-mentioned Bank (or any other bank or branch to which

I/we may transfer my/our account) on condition that the sum of such payment instructions will never exceed my/our obligations as agreed to in the Agreement and commencing on and continuing until this Authority and Mandate is terminated by me/us by giving you one calendar's month notice in writing at least one (1) month before the anniversary of the agreement. The individual payment instructions so authorized to be issued must be issued and delivered monthly (on the first day of every month).

In the event that the payment day falls on a Sunday, or recognized South African public holiday, the payment day

will automatically be the very next ordinary business day.

I/We understand that the withdrawals hereby authorized will be processed through a computerized system provided

by the South African Banks. I also understand that details of each debit order will be printed on my bank statement.

This statement reference must contain a number, which must be included in the said payment instruction and if provided to Developcore should enable Developcore to identify your agreement. This number must be

added to this form in "The Agreement reference" field below, before the issuing of any payment instruction.

B. Mandate

I/We acknowledge that all payment instructions issued by you shall be treated by my/our abovementioned Bank as

if the instructions have been issued by me/us personally.

I/We acknowledge that if the amount of the debit order is changed to an amount lower than the original amount

(due to insufficient funds or any other reason) and/ or if the reference name of the payment is changed, then Developcore may debit from the account listed, on any date it may decide at its own discretion, to settle the amount owed to Developcore for any reason whatsoever.

C. Cancellation

I/We agree that although this Authority and Mandate may be cancelled by me/us, such cancellation will not cancel

www.developcore.co.za
support@developcore.co.za

the Agreement. I/We shall not be entitled to any refund of amounts which you have withdrawn while this Authority

was in force, if such amounts were legally owing to you.

D. Assignment

I/We acknowledge that this Authority may be ceded or assigned to a third party if the Agreement is also ceded or assigned to that third party, but in the absence of a written assignment of the Agreement, this Authority and Mandate may not be assigned to any third party. Developcore reserves the right to terminate this mandate under specific conditions, including but not limited to, non-payment or breach of contract by the client. A written notice of 30 days will be provided in such cases.

1. Terms of Agreement Definitions

1.1. The following definitions will apply in this agreement:

1.1.1. "Annexure A" means the annexure to this agreement that provides a breakdown of the services to be provided by Developcore to the Client;

1.1.2. "Signature Date" means the date that this agreement has been signed by the last party intime;

1.1.3. "Developcore" means Developcore (PTY) LTD REG. NO 2020/605225/07;

1.1.4. "The/this agreement" means this agreement, the Schedule and any annexures;

1.1.5. "The client" the person or body specified as such on the cover page of this agreement;

1.1.6. "The Schedule" means section 1 to 8 this document;

1.2. The rule of interpretation that a contract will be interpreted against the party responsible for its drafting or preparation or for whose benefit the clause was inserted will not apply.

1.3. Any reference in this agreement to a party will include a reference to that party's assigns expressly permitted under this agreement and, if such party is liquidated, sequestrated, or deceased, be applicable also to and binding upon that party's liquidator, trustee, or executor, as the case may be.

1.4. This agreement and all matters arising here from will be governed by the laws of the Republic of South Africa, notwithstanding the place of signature and/or the place of delivery of any performance rendered between the parties in terms of this agreement.

1.5. The signatures hereto by the authorized representative will be deemed to be a properly authorized approval by the respective party to bind such party and such party will accordingly be bound thereby, notwithstanding that the provisions of that party's corporate agreements and documents may otherwise provide for a particular procedure or for a particular person to sign for the proper authorization thereof, and notwithstanding that the procedures or authorization process may not have been complied with.

1.6. Confidential Information: Refers to any data or information relating to the business of the client or Developcore, which is not generally known to the public.

2. Recordal

- 2.1. Developcore offers assistance with the implementation of a shared LMS (Learner management software), using the LMS with training material from different sources, referring clients to the correct skills development and health and safety (legislative policies and procedures) companies for compliance and skills development purposes. The client wishes to avail itself of such services in return for a fee payable to Developcore.
- 2.2. This agreement sets out the terms and conditions of services to be provided to the Client in return for the fees specified in this agreement and the Schedule of the schedule incorporated herein and attached hereto as Annexure A.
- 2.3. The parties accordingly wish to conclude this agreement.

3. Duration

- 3.1. This agreement shall be effective for a minimum initial period of twelve (12) months. The period shall be calculated as from the date of signature of this agreement.
- 3.2. This agreement will automatically renew for a second and further periods of twelve (12) months unless the Client gives at least one (1) month's prior written notice at least one (1) month before the anniversary of the agreement that the agreement should not be renewed.
- 3.3. Save for any provisions to the contrary contained elsewhere in this agreement, this agreement may not be cancelled during the period of operation thereof except for reasons as set out in 3.4 and 3.5 below.
- 3.4. Developcore shall be entitled to cancel this agreement before the expiry of the contractual period should the Client breach any of the payment provisions or at any time if the Client breaches any commitment or warranty in this contract or in any other circumstance Developcore must provide the Client a written notice via email within 30 days of breach stating the reason for termination.
- 3.5. The client shall be entitled to cancel this agreement before the expiry of the contractual period should Developcore breach any of the service requirements as agreed with the Client and fail to remedy such breach within ninety (90) days of being notified in writing via email to accounts@developcore.co.za to that effect by the Client.
- 3.6. Developcore reserves the right to modify or discontinue any services offered, with a 30-day written notice to the client.

4. Services - Service agreement

4.1. Developcore will provide various services to the Client as set out in Annexure A (The client must choose the needed service/s and will be quoted accordingly only on the chosen services) to this agreement.

4.2. It is the Client's responsibility to ensure that the Client has given the correct instructions beforehand as the Client will be liable to pay for any changes made to any services.

4.3. The client hereby indemnifies Developcore for all and any loss of income or rebates, losses, damages, expenses or any other cost or loss of income incurred as a consequence of the Client not supplying the correct, relevant accurate and complete information to Developcore to enable Developcore to provide services to the Client. All information must be sent to an active email address from either of the following domains: Developcore.co.za, skillsnew.co.za or skillsglobaltraining.com and confirm receipt thereof via email.

4.4. Developcore shall not be liable for any indirect, incidental, or consequential damages or loss of profits, revenue, data, or use by the client or any third party, whether in an action in contract or tort or strict liability or other legal theory.

5. Fees and disbursements

5.1. The monthly retainer or other service payment set out in the Schedule to this agreement shall, unless otherwise agreed, be paid by means of a Debit Order Authorization drawn on the Client's bank account. The client acknowledges by signature of this agreement that permission was granted to Developcore to present the said debit order against the bank account as indicated in the Schedule. The client shall immediately inform Developcore in writing via email to accounts@developcore.co.za if such banking particulars have changed during the term of this

agreement. Developcore holds the right to retain and claim any debit orders or unpaid retainers/penalty fees from any bank account that belongs to the client or client's business.

5.2. The service fee and ad-hoc fees agreed upon in this agreement will automatically be increased by the same percentage as the consumer price index (CPIX) annually unless, Developcore at its own discretion, decides not to impose an increase for a particular year.

5.3. In the event that the Client has an increase or decrease in the number of its Users or staff (more than 25%), Developcore and the Client agree to meet and if necessary, adjust the fee due to Developcore to account for the change in the number of staff.

5.4. In the event that VAT becomes due on any amount due by the Client to Developcore under this agreement, then VAT will be added to such amount and a tax invoice shall be supplied to the Client.

5.5. The client agrees that the Schedule together with this agreement shall serve and be regarded as written authority to Developcore to recover and deduct the aforesaid monthly service fee from the Client's bank account on the selected day of each and every month for the full duration of the agreement.

5.6. Any amount outstanding for 30 days and longer shall accrue interest at the maximum legal prescribed rate from time to time, calculated as from the date when the payment fell due up to the date payment is received.

5.7. If this agreement is cancelled before the full period of the 12-month period since Signature Date lapses, the Client agrees to a penalty fee of 50% of the total amount owing to Developcore for the remaining period as well as the full outstanding amount owed to Developcore of this agreement, the Client agrees that the amount owing to Developcore will be automatically deducted using the mandate provided in the Schedule above/on file (or any replacement bank account if such banking details have changed in the interim). The client will be informed via email of the notice of deduction beforehand.

5.8. Any payments not made within 10 days of the due date will incur a late fee of 5% of the overdue amount.

5.9. Developcore will not give or be liable to pay any refunds to the Client relating to any of registration fees, service fees and monthly subscriptions after the signed contract date for any reason whatsoever.

5.10. The client agrees that no cancellation request/s will be considered unless an email is sent to accounts@developcore.co.za with a valid reason for cancelling the contract within 7 days after signature date. If for whatsoever reason the client wants to cancel within the 12-month period, an email must be sent to accounts@developcore.co.za with a cancellation request by the client stating the reason of cancellation. No other cancellation requests will be considered.

5.11. Developcore will have the discretion to cancel the contract within 7 days after signature date if a valid reason with provided evidence for the reason was given on email.

5.12. Any disputes about charges must be submitted in writing within 30 days of the billing date, failing which the client waives any right to dispute such problems or discrepancies.

6. Warranties

6.1. The client and the signatory jointly and unconditionally give to and in favor of Developcore the warranties set out below, which warranties the Client hereby accepts and records are material representations which induced Developcore to enter into this agreement:

6.2. That the signatory signing this agreement on behalf of the Client has the requisite authority to sign this agreement;

6.3. Each such warranty is a separate warranty and is in no way limited or restricted by inference from the terms of any other warranty and will continue to remain in force notwithstanding the completion of any or all the transactions contemplated in this agreement.

6.4. Save for those warranties and representations expressly given or made in this agreement no other warranties or representations are given or made, whether express or implied.

6.5. The client warrants to all penalties and repayments should there be a breach of contract, or non-payment on the clients account owed to Developcore.

6.6. Developcore makes no warranties, express or implied, beyond those expressly stated in this agreement.

7. Breach

7.1. Should the Client fail to make any payments due in terms of this agreement on the due date or at all, or fail to comply with the terms and conditions of this agreement or should it breach a warranty, Developcore shall without prejudice to its other rights in law, be entitled to:

7.1.1. Cancel this agreement with immediate effect; and

7.1.2. Retain all payments made by the Client in terms of this agreement; and

7.1.3. Claim payment from the Client of any amount outstanding; and

7.1.4. Retain and stop all documentation and services of the Clients held by Developcore relating to any matter dealt with by Developcore on behalf of the Client, until such time as all payments due, including damages, have been paid in full.

7.1.5. Should I/we/the client fail to make payments as per this agreement, I/we/the client agree to pay any all/legal expenses Developcore incurs to collect the outstanding amount from me/us. This includes but are not limited to attorney fees and collections fees and expenses

7.1.6. In the event of a breach of this agreement by the client, Developcore reserves the right to terminate the agreement with immediate effect and to seek legal remedies.

7.1.7. Developcore reserves the right to terminate this agreement if the client fails to meet their responsibilities as outlined in this agreement.

7.1.8. Governing Law: This agreement shall be governed by the laws of the Republic of South Africa.

7.1.9. Dispute Resolution: Any disputes arising out of this agreement shall be resolved through arbitration in accordance with the Arbitration Act of South Africa.

8. Client authorization

8.1. I the undersigned hereby confirm that I am authorized by the Client to sign and approve this agreement. I hereby authorize Developcore to deduct the retainer fee from the bank account stipulated in the Schedule or any replacement bank account (as notified by the Client) on the first day of the month following the date of commencement of this agreement and thereafter each month for the remainder of this agreement.

9. Language Understanding

9.1 The Client acknowledges and agrees that all communications, documentation, and agreements between Developcore and the Client will be in the English language. The Client confirms their understanding and proficiency in English and accepts that misunderstanding due to language is not the responsibility of Developcore.

10. Non-Refundable Contract

10.1 All payments made to Developcore for services rendered are final and non-refundable unless otherwise specified in writing by Developcore. The Client agrees to this clause upon entering into an agreement with Developcore.

11. Limitation of Liability

11.1 Developcore and any introduced partners shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses, even if Developcore has been advised of the possibility of such damages. The Client agrees to indemnify and hold harmless Developcore and its partners from any claims resulting from their use of Developcore's services.

12. Client's Responsibility for Information

12.1 The Client is solely responsible for the accuracy, completeness, and reliability of any information they provide to Developcore or any of its partners. Developcore or any of its partners will not be liable for any errors, omissions, or inaccuracies in the services that result from incorrect or incomplete information provided by the Client.

13. Data Verification

13.1 It is the Client's responsibility to verify the accuracy of their data before submitting it to Developcore for processing or analysis. Developcore will not be responsible for any inaccuracies that arise from unverified data.

14. Force Majeure

14.1 Neither party shall be liable for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including but not limited to, acts of nature, acts of government, labor disputes, and internet or power outages.

15. Compliance with Laws

15.1 The Client agrees to comply with all applicable laws, rules, and regulations in their use of Developcore's services. The Client will indemnify and hold harmless Developcore from any fines, penalties, or legal actions arising from the Client's non-compliance.

16. Electronic Amendment and Accessibility of Terms

16.1 These terms and conditions may be amended electronically, and any such amendments will be effective upon posting the updated terms on the relevant platform or website maintained by Developcore. It is the Client's responsibility to review these terms and conditions regularly. The most current version of these terms and conditions will always be available for review by the Client.

Annexure A– Schedule of Services to be Provided by Developcore

SKILLS CLAIMS: Although Developcore will not directly perform this service, we will supervise the quality of the work undertaken. Clients will be referred to a partnering company, and the cost for these services is encompassed within the monthly premium. This premium includes the following features:

1. SDF Related Services – Submission of WSP/ATR on an annual basis;
- 1.1 Skills Professionals – Source out training providers to assist the company in needed training;
- 1.2 The client hereby agrees to give all needed documentation, and if not Developcore or related parties cannot be held responsible for any damages, losses or successful grant claims or compliance;
- 1.3 The referred company will act as the Skills Development Facilitator on behalf of the Client to assist the Client to claim back up to 20% of the SDL (skills development levy) by means of a Mandatory Grant from the relevant SETA;
- 1.4 The referred company will assist the Client in the preparation and submission of the annual WSP and ATR to the relevant Sectional Education and Training Authority (“SETA”);
- 1.5 The Client acknowledges that the mandatory grant of a minimum 20% of the SDL’s paid by the Client to SARS will only be claimable if the client fulfils the criteria of the relevant SETA;
- 1.6 The appointed SDF will need information from the Client and the Client confirms it will provide the referred company with any information that is necessary in order to submit the WSP and ATR by end (31st) of January of each and every year that this agreement endures. The referred company agrees to keep all the information obtained from the Client confidential;
- 1.7 If the claims for grant/s prove unsuccessful, the referred company will follow up with the relevant SETA in order to recover the grant/s;
- 1.8 The referred company will assist the Client as far as possible to prepare and submit the applications required to claim Discretionary
- 1.9 Grant/s from the relevant SETA. Discretionary/Pivotal Grant/s will be paid at the discretion of the SETA/S and the referred company will not be held responsible for any discretionary grant/s not paid out to the Client.
- 1.10 The referred company will not be held responsible for any Discretionary Grant not awarded as a consequence of incomplete information supplied to the referred company by the Client.
- 1.11 The Client agrees to use a service provider for the Discretionary Grant application if the referred company advises the Client to do so. It is the Client’s obligation to complete the Discretionary Grant application. The referred company and its partners will not be held responsible for the consequences of

the Client not completing the Discretionary Grant application correctly and on in sufficient time to allow compliance with the deadlines imposed by the SETA. The client has the right to choose any referred or non-referred service provider;

1.12 The Client shall receive a maximum of 4 (four) hours per annum for any virtual consultation needs, any consultation/virtual consultation hours more than 4 hours per annum will result in extra cost of R400.00 per consultation/virtual consultation per hour. These hours are not rolled over to the next year.

1.13 The Client agrees that it is the Client's responsibility to inform the referred company for any service needs or queries and the referred company will not be held responsible for any poor service if the Client fails to communicate with the referred company;

1.14 If any information is not provided by the Client to the referred company by the due date (end (31st) of January of each and every year that this agreement endures) on the referred company's procedures, the referred company will not be held responsible for any uncompleted WSP or ATR submissions and any other grants/claims;

1.15 It is the Client's responsibility to ensure that the Client is paying SDLs and complying with all relevant legislation and the referred company will not be held responsible for any unsuccessful claims and submissions as a consequence of unpaid SDLs or non-compliance with relevant legislation. The client must give Developcore or its partnered services proof of SDL registration no later than the 31st of January each and every year (EMP201) via email on the email address stated in the corresponding welcome and service email address;

1.16 The Client hereby indemnifies the referred company and Developcore (Pty) Ltd for all and any loss of income or rebates, losses, damages, expenses or any other cost or loss of income incurred as a consequence of the Client not supplying the correct, relevant accurate and complete information to the referred company to enable the referred company to provide services to the Client;

1.17 Documentation Verification - The Client is responsible for the verification of all documents provided to Developcore or the referred company. Any discrepancies, errors, or omissions in the documents are solely the Client's responsibility, and neither Developcore nor its referred company will be held liable for any consequences arising from such discrepancies;

1.18 Non-Disclosure Agreement (NDA) - The Client agrees to maintain the confidentiality of any proprietary information received during the provision of services. Any breach of confidentiality will be treated as a violation of the agreement, potentially leading to its termination;

1.19 Quality Assurance - Developcore and its referred company reserve the right to perform quality checks on the services provided. Should any issues arise, Developcore will make reasonable efforts to resolve them. However, Developcore is not liable for any issues that arise from the services provided by the referred company, as long as Developcore has followed its quality assurance procedures;

1.20 Governing Law and Jurisdiction - This Agreement shall be governed by and construed in accordance with the laws of South Africa. The parties agree to submit to the exclusive jurisdiction of the courts located within South Africa for the resolution of any disputes arising from this Agreement;

1.21 Third-Party Actions - Developcore and its referred company are not responsible for any actions taken by third parties that may impact the services provided under this Agreement;

1.22 Notifications - All notifications related to this agreement must be sent through the communication channels specified in this agreement. Failure to adhere to this may result in delays or non-compliance, for which Developcore and the referred company will not be held responsible;

1.23 Employment Equity Reporting - Developcore will assist the Client in the preparation and submission of Employment Equity reports as required by South African law. It is expressly understood that Developcore and/or its partner's/referred company's role is limited to reporting assistance and does not extend to the implementation of Employment Equity measures within the Client's organization. Developcore and its referred company will not be held responsible for any legal penalties, losses, or damages arising from the Client's non-compliance with Employment Equity laws and regulations.

1.24 Non-Grant Submissions and SETA Payments - Developcore and its partners/referred companies will assist the Client in the preparation and submission of grant applications and SETA payments as part of the services provided. However, Developcore and its partners/referred companies will not be held liable for any unsuccessful grant submissions or issues related to SETA payments that arise from the Client's failure to provide accurate, timely, and complete information, or from any other actions or omissions by the Client.

1.25 Developcore and its partners/referred companies are not responsible for any misunderstandings arising from the Client's lack of clarity, misinterpretation, or failure to understand the terms of the services provided, the requirements for grant submissions, or any other aspects related to the services offered. The Client is responsible for seeking clarification on any aspects of the services they do not understand.

LMS - Although Developcore will not directly perform this service, we will supervise the quality of the work undertaken. Clients will be referred to a partnering company, and the cost for these services is encompassed within the monthly premium. This premium includes the following features:

2. LMS (Learning management software)

2.1 The client hereby agrees that all the software and material that he will use may not be leaked or represented to any third party what so ever before written consent has been given by Developcore and that the training material might be property of a third party and is used for educational purposes only. In breaching this clause, the client will be held responsible for all damages and losses from all related parties;

2.2 The material may not be copied or redistributed by the client without prior written consent;

2.3 The client agrees fully that the tools given to complete the courses are efficient and that it remains the client's obligation to keep all certificates of completion on hand for a backup;

2.4 The client hereby agrees that the client and all its employees speak, reads and writes in the English Language of South Africa in order to pass the relevant course/s;

2.5 Developcore will upload new courses from time to time, if possible, to give the client the best service the business possibly can;

2.6 The client hereby agrees that Developcore can use the email provided in the schedule for marketing purposes;

2.7 The client hereby agrees and understands that the certificate of completion is non-accredited but the course will add value to the client's employees as it is meaningful;

2.8 The client hereby indemnifies Developcore and its partners of any rebate/s if the LMS (E-Learning Platform) or any server related issues, but Developcore will hereby try to resolve the issue's as quick as possible no longer than 90 days from the date of discovery;

2.9 The client agrees that the profile and LMS that the client creates, is only for the Client's in- house training purposes only, and not any third-party related people or persons or entity and will be monitored from time to time;

2.10 The client agrees that he/she/it resides and accesses the software/platform from and in South Africa;

2.11 The client hereby indemnifies Developcore and its partnered services from any loss or damage that the software might have on the property of the Client;

2.12 The client hereby indemnifies Developcore and its partners from any lack of service due to any network or communication problems that may arise.

2.13 The client hereby notices that if any issue arises regarding the platform, that Developcore will have 90 (ninety) working days to resolve this issue if possible and minor;

- 2.14 The client agrees that the all learners will be capable of enrolling in the courses;
- 2.15 The Client agrees to use the LMS in a manner consistent with any and all applicable laws and regulations. The Client shall not use the LMS to disseminate any inappropriate, defamatory, libelous, or offensive material;
- 2.16 Intellectual Property Rights - All intellectual property rights in the LMS and training materials are either owned by or licensed to Developcore. The Client shall not use such intellectual property rights for any purpose other than for using the LMS services as specified in these terms;
- 2.17 Data Privacy - The Client agrees to comply with all applicable data protection and privacy laws concerning the use of the LMS and the data generated therein. The Client indemnifies Developcore from any liability arising from the Client's failure to comply with data protection laws;
- 2.18 Service Availability - While Developcore aims to provide uninterrupted service, it makes no guarantee that the LMS will be available at all times. Scheduled or emergency maintenance may occur, and Developcore will not be held liable for any downtime;
- 2.19 Access Limitation - Developcore reserves the right to limit or restrict access to the LMS in case of suspected misuse, breach of terms, or other activities that Developcore considers to be inappropriate or unlawful;
- 2.20 Record Keeping - The Client is responsible for maintaining all records related to the training and completion certificates, even if such records are available through the LMS. Developcore and its partners are not responsible for long-term storage of any data or records;
- 2.21 Technical Support - Developcore will provide basic technical support for the LMS but is not responsible for providing support for third-party software or hardware that the Client may use to access the LMS;
- 2.22 Termination Consequences - Upon termination of the Client's access to the LMS for any reason, the Client will immediately cease all use of the LMS and Developcore's proprietary information, and destroy or return all copies of such information;

LMS(Dedicated) – Also Includes all the above-mentioned terms of LMS, plus the below mentioned terms:

- 2.23 Developcore and its partners will not take any responsibility for any loss, damages or false information that the client may give its clients/learners;
- 2.24 This service will include a minimum of 50 Active users;
- 2.25 It is the client's own responsibility to attend to the client's learners' queries;
- 2.26 Developcore and its partners will not take any responsibility, loss or damages to any third party related issues outside the agreement of Developcore or the client;
- 2.27 The client hereby indemnifies Developcore and its partners from any loss or damage that the client may face due to the LMS or LMS(Dedicated) service or any related services from Developcore and its partners;
- 2.28 The client hereby agrees that the client will not ask more than R1000.00 South African rands per course, if more than R1000.00 should be asked per course, then the account will be suspended with immediate effect with all necessary penalties of the mandate included;
- 2.29 The client hereby indemnifies Developcore and its partnered services from any learner queries, internet challenges as well as system errors that may arise as the client must notify Developcore and its partnered services in writing on support@skillsglobaltraining.com and give up to 90 days to fix the error or query if it is in the partnered service's scope;
- 2.30 Developcore and its partners will try its best to assist with related queries in a timely manner;
- 2.31 The client will receive welcome emails within 48 hours after sign up;
- 2.32 The client hereby agrees that the welcome emails send to the email provided, secure good service and that the client will hereby read and reply accordingly in a timely manner;
- 2.33 Developcore reserves the right to audit the Client's use of the LMS(Dedicated) service to ensure compliance with these terms and conditions. Any violation may lead to termination of the service;
- 2.34 The LMS(Dedicated) service is intended for the specified number of Active Users as defined in this agreement. Exceeding this number may result in additional charges or limitations on service;
- 2.35 The Client assumes full responsibility for the content uploaded to the LMS(Dedicated) service and indemnifies Developcore from any legal issues arising from said content;
- 2.36 Developcore is not responsible for the long-term storage of any data, records, or content that the Client inputs into the LMS(Dedicated) service. The Client is advised to keep independent backups;
- 2.37 Developcore reserves the right to modify or discontinue any features or components of the LMS(Dedicated) service with prior notice;

2.38 The Client agrees to use the LMS(Dedicated) service in a manner that complies with all applicable local, state, and national laws;

2.39 Any confidential information shared between Developcore and the Client during the usage of LMS(Dedicated) is meant to be kept confidential and should not be disclosed without mutual consent;

2.40 The Client agrees to promptly report any issues or discrepancies with the LMS(Dedicated) service to Developcore, allowing for adequate time to resolve the issue;

2.41 Upon termination or suspension of the Client's LMS(Dedicated) account, the Client agrees to cease using all proprietary materials and to delete or return any data pertaining to the service;

2.42 The Client assumes all financial responsibility for any costs, fees, or expenses not explicitly covered by the monthly premium;

HSA - Although Developcore will not directly perform this service, we will supervise the quality of the work undertaken. Clients will be referred to a partnering company, and the cost for these services is encompassed within the monthly premium. This premium includes the following features:

3. Health and Safety File – Generic (Electronic Legislative Policies and Procedures)
 - 3.1 Developcore will from time-to-time draft generic Electronic Legislative Policies and Procedures;
 - 3.2 The client agrees that the client will keep the legislative file up to date and in a locked cabinet on the registered business premises at all times;
 - 3.3 The client hereby agrees that the client will receive health and safety legislative policies and procedures electronically and that it remains the client's responsibility to implement these files according to law;
 - 3.4 The client hereby agrees that Developcore or/and its partnered services will be indemnified for any loss, damages or fines that the client may get due to the lack of implementation of any legislative policies and procedures;
 - 3.5 The Client acknowledges that they are solely responsible for ensuring compliance with all relevant health and safety legislation. Developcore provides legislative policies and procedures as a guide and is not responsible for any non-compliance by the Client;
 - 3.6 Developcore will periodically review and update the legislative files. It is the Client's responsibility to review any updates and implement them as required;
 - 3.7 Developcore and its partnered services are not liable for any accidents, injuries, or health and safety incidents that occur at the Client's premises, even if the Client has implemented the provided legislative policies and procedures;
 - 3.8 The Client is responsible for verifying the completeness and accuracy of the legislative files provided. Developcore will not be held responsible for any inaccuracies, omissions, or errors;
 - 3.9 The Client agrees to implement any updated legislative policies and procedures within a reasonable timeframe, as specified by the relevant legislation or as advised by Developcore;
 - 3.10 Developcore and its partnered services are not responsible for any actions taken by third parties that may impact the Client's compliance with health and safety legislation;
 - 3.11 The Client is responsible for maintaining all records and documentation related to health and safety, even if such records are available through the services provided by Developcore;
 - 3.12 The Client must acknowledge in writing the receipt of any new or updated legislative policies and procedures. Failure to do so may result in the Client being solely liable for any issues arising from non-compliance;

- 3.13 Any confidential information shared in the legislative files is intended solely for the Client's use and should not be disclosed to unauthorized third parties without Developcore's written consent;
- 3.14 The Client acknowledges that all legislative files will be delivered electronically and agrees to hold Developcore and its partnered services harmless for any electronic delivery issues not directly attributable to Developcore, such as email filtering, server downtimes, or other technical issues;
- 3.15 While Developcore takes reasonable steps to secure the electronic delivery of legislative files, the Client is responsible for implementing adequate security measures on their end to protect the data from unauthorized access;
- 3.16 The Client is required to acknowledge the receipt of electronic files within a specified period as proof of successful delivery. Failure to acknowledge may absolve Developcore and its partnered services of any responsibilities related to the delivery of these files;
- 3.17 The Client is responsible for backing up the electronically received legislative files. Developcore will not be liable for any loss of files due to system failures, accidental deletion, or any other issues on the Client's end;
- 3.18 The Client agrees not to share, distribute, or otherwise make available the legislative files to third parties without the express written consent of Developcore;
- 3.19 The Client is responsible for maintaining the integrity of the electronically received files and shall not alter or tamper with these files unless explicitly permitted by Developcore;
- 3.20 While the legislative files aim to assist the Client in compliance, Developcore makes no guarantees concerning the outcomes of any inspections, audits, or legal actions that may be taken against the Client. The Client is solely responsible for their compliance with legislation;
- 3.21 Developcore is not responsible for any compatibility issues that may arise from the Client's IT infrastructure. The Client is responsible for ensuring that their systems can receive and properly display the electronic files.