



Last Updated: 3 December, 2024

Version: 1.0

Asset Reality Academy Terms of Service – Addendum

PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING THIS SITE & THE TRAINING SERVICES (as defined below). THE TRAINING SERVICES ARE MADE AVAILABLE BY THE APPLICABLE ASSET REALITY ENTITY SET FORTH IN AN ORDER, OR IF THERE IS NO ORDER, ASSET REALITY LIMITED, OUR UK ENTITY.

DEFINITIONS	
Account	Refers to the profile created by a user to access the Asset Reality Academy and associated Training Services.
Asset Reality	Also referred to as “AR”, “We”, “Us”, or the Asset Reality Group or any entity within the Asset Reality Group.
Content	Refers to all materials, text, graphics, videos, software, and other resources provided through the Asset Reality Academy.
Training Academy	A structured educational program offered by Asset Reality that provides Clients and Authorised Users with training events, workshops, and resources designed to enhance their knowledge and skills related to asset seizure, management, and administration, and the effective use of the ARC Platform and associated services.
Training Academy Platform	The online interface and system developed and maintained by Asset Reality to deliver educational content, training events, and resources as part of the Asset Reality Academy, and which facilitates interactive learning experiences for Clients and Authorised Users, enabling them to access materials, participate in training events, workshops, track progress, and engage with instructors and peers.
Training Services	Refers to the Asset Reality Academy platform, which includes all training and certification content provided through the Site.
Third-Party Content	Refers to any material that originates from a source not owned or controlled by Asset Reality.
User	Also referred to as “Client”, “You”, “Your”, or any individual or entity accessing or using the Training Services, including their representatives or agents acting under their authority.

1. Introduction

- 1.1. These Terms of Service, along with the Master Services Agreement (“MSA”) and the Privacy Notice (together the “Terms”) govern your access to and use of the Asset Reality Academy available at <https://academy.assetreality.com/student/catalog> (the “Site”).



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Please read and understand them fully before proceeding. By accessing or using the Site, the Asset Reality Academy, or any Training Services, you agree to comply with and be bound by the Terms.

- 1.2. These Terms incorporate policies referenced within, and by accepting these Terms, you acknowledge and agree to these policies.

If any conflict arises between these Terms of Service and the MSA, these Terms of Service will take precedence with regard to the provision and use of the Training Services, unless otherwise specified.

2. User Eligibility and Account Responsibility

- 2.1. By accessing or using the Training Services, you represent and warrant that you are at least 18 years old and have the legal authority to enter into these Terms on behalf of yourself or the entity you represent. You agree to provide accurate, current, and complete information during the registration process and to keep your account information updated.
- 2.2. You are responsible for maintaining the confidentiality of your account credentials and for all activities conducted under your account. If you suspect unauthorised access to or use of your account, you must immediately notify Asset Reality at training@assetreality.com. Failure to do so may result in suspension of your account and liability for any resulting damages. Asset Reality reserves the right to suspend or terminate access if eligibility requirements are not met or fraudulent information is detected.
- 2.3. By accessing the Training Services, you confirm that your use complies with all applicable local laws and regulations, including restrictions related to data access and export controls in your jurisdiction.

3. Licence to Use Training Services

- 3.1. Subject to your compliance with these Terms, Asset Reality grants you a limited, non-exclusive, non-transferable, non-assignable and revocable licence to access and use the Training Services made available to you for personal, non-commercial educational purposes. This licence does not permit the distribution, commercial use, or sharing of content outside the Asset Reality Academy without prior written consent. Violation of this licence will result in immediate termination and may lead to legal action. Moreover, this license is subject to the limitations set forth in Section 4 below as well the terms set forth in the Master Services Agreement, and you agree that violation of any such provision will automatically terminate the license granted herein to you to use the Training Services without any liability whatsoever to Asset Reality. Asset Reality reserves the right to, at any time thereafter, immediately suspend, obstruct, restrict or terminate your access to the Training Services without any notice to you or liability to Asset Reality, and without prejudice to any other remedies available to Asset Reality at law, in contract, tort or equity.
- 3.2. You acknowledge that your use of the Training Services will allow you to use Asset Reality Data. "Asset Reality Data" means: (i) any data or information provided through any Service(s) that may be extracted, downloaded or otherwise



accessed by the Client such that it is accessible outside of or without the Service(s) or (ii) data, information, training materials, analytics or reports that are otherwise provided by Asset Reality to the Client pursuant to: (A) an Order, including any Deliverables as defined herein or (B) any free Service(s), including any Trial or Beta Service(s), that may be provided by Asset Reality without an Order. For the avoidance of doubt, any reference to “Service(s)” or “Training Service” shall include Asset Reality Data.

- 3.3. Asset Reality hereby grants you a worldwide, non-exclusive, non-transferable, non-assignable, non-sublicensable licence to access and use Asset Reality Data during your use of the Training Service.
- 3.4. You are strictly forbidden to re-produce, re-circulate or amend the Asset Reality Data in current form or any derivative of the Asset Reality Data. Asset Reality shall own and retain all rights, titles, and interests in and to Training Services including all improvements, enhancements, or modifications; (b) any software, applications, inventions, or other technology developed in connection with Implementation Services or support; and (c) all intellectual property rights related to any of the foregoing. We refer you to the Master Services Agreement found on our main website www.assetreality.com for further details on the use of Asset Reality Data.

We may at any time ask you to return or destroy the Asset Reality Data which you agree you will do as reasonably practical.

4. **Acceptable Use Policy**

- 4.1. You agree not to:
 - 4.1.1. Engage in activities involving unauthorised scraping, data mining, or data harvesting.
 - 4.1.2. Interfere with or disrupt the integrity or performance of the Training Services.
 - 4.1.3. Attempt to gain unauthorised access to the Training Services or related systems.
 - 4.1.4. Share or disclose your login credentials with others, or circumvent any authentication procedures established by Asset Reality.
 - 4.1.5. Use the Training Services for any unlawful or prohibited activities.
 - 4.1.6. Post or transmit any harmful, offensive, or illegal content, or introduce any malicious software or code into the Asset Reality Training Services, or interfere with the proper functioning of the Training Services.
 - 4.1.7. Remove, alter, or obscure any copyright, trademark, or other proprietary rights notices contained in the Training Services or Training Materials.
 - 4.1.8. Use or access the Training Services or Training Materials for any purpose other than as expressly authorized in these Terms of Service.
 - 4.1.9. Record, reproduce, distribute, or copy in any form or manner the Training Services or Training Material, including but not limited to photographs, screen captures, or any other method of duplication.



- 4.1.10. With regard to any certification examination, you shall not collaborate with another person or persons or use any materials or resources not previously approved by Asset Reality.

5. Intellectual Property Rights

- 5.1. All content, materials, trademarks, and other intellectual property provided through the Training Services, whether now existing or developed in the future, are owned by and the exclusive property of Asset Reality or its licensors. You may not copy, reproduce, distribute, or create derivative works from any content without express written permission from Asset Reality. Reverse engineering, decompiling, or disassembling any aspect of the platform is strictly prohibited.
- 5.2. Derivative works created using Content or Services provided by Asset Reality remain the property of Asset Reality unless explicitly agreed otherwise in writing.
- 5.3. Asset Reality is not liable for the accuracy, legality, or appropriateness of third-party content accessed through the Services. Users assume full responsibility for reliance on such content.

6. Data Protection, Confidentiality and Data Security

- 6.1. The materials provided through the Training Services are confidential and proprietary to Asset Reality. You agree not to disclose, reproduce, or distribute any such materials without prior written consent. Asset Reality takes reasonable measures to secure user data but disclaims liability for breaches beyond its control. In the event of a data breach, Asset Reality will notify affected users without undue delay after learning of the data breach and detail the nature of the breach, impacted data, and mitigation steps. Asset Reality is not responsible for data breaches, losses, or disruptions caused by third-party systems or integrations, including payment processors and external service providers.
- 6.2. **Data Protection:** We will process your data according to our Data Protection Policy set out on our website.

7. Cancellations and Refunds

7.1. Cancellation Policy

- 7.1.1. Subject to clause 7.2.2 and clause 7.3 below, the user has the right to cancel their purchase of the Training Services, digital content, or certification event within 14 days of registration.
- 7.1.2. Cancellation is not permitted under the following circumstances:
 - 7.1.2.1. The Digital Content has been accessed, downloaded, or used with the User's explicit consent, thereby waiving any cancellation right.
 - 7.1.2.2. The Training Services have been fully completed.
 - 7.1.2.3. The Training Materials have been customised or personalised for the User.
 - 7.1.2.4. The User has commenced any Certifications examination upon payment or access.



- 7.1.3. User must inform AR in writing by sending a cancellation request to email training@assetreality.com with the order details requesting a cancellation.
- 7.1.4. Cancellations or rescheduling requests made within 14 days of the event start date will not qualify for a refund. Asset Reality may consider requests for refunds or substitutions on a case-by-case basis at its sole discretion. Refunds will be processed within 14 days of receiving a cancellation request for eligible cases.
- 7.1.5. Any User who enrolls in an event but does not attend once the event begins, forfeits their seat and no refund will be provided. For further details please see our No-Show Policy below.
- 7.2. **No Show Policy**
 - 7.2.1. A "No-Show" refers to any User who has enrolled in an event but fails to attend or participate in the event after it has officially started, without prior notice of cancellation.
 - 7.2.2. Forfeiture of Seat - Any User who does not attend the event at the scheduled start time, or fails to notify the organizer in accordance with the cancellation procedure outlined below, will forfeit their seat in the event. The User will not be entitled to attend a later session or transfer to another event without a new enrollment.
 - 7.2.3. No Refunds - In the event of a No-Show, no refund will be provided, regardless of the circumstances. Payment made for the event is non-refundable once the event has commenced, and the User's absence does not entitle them to a refund, partial refund, or rescheduling of the event.
 - 7.2.4. Notification of Absence - If a User is unable to attend the event after enrolling, they must notify the organizer at least 48 hours in advance of the scheduled start time. This allows for potential rescheduling or seat reallocation.
 - 7.2.5. Rescheduling - If the User contacts the organizer in a timely manner (as defined above) prior to the event start date and time, they may be eligible to reschedule their attendance at a later session or transfer to a future event, depending on availability. Rescheduling requests are subject to approval and any applicable fees as outlined in the Terms and Conditions.
 - 7.2.6. Exceptional Circumstances - In exceptional cases (e.g., illness, emergencies, or other extenuating circumstances), the User may submit a formal request for a review of their situation. Such requests will be considered on a case-by-case basis, and any rescheduling or refund eligibility will be at the sole discretion of the organizer.
 - 7.2.7. Record of Attendance - A User's attendance record will be documented and tracked. Repeated occurrences of No-Shows without valid notification may result in the suspension of access to future events or enrollment privileges.
 - 7.2.8. Acknowledgment - By enrolling in the event, the User acknowledges and agrees to the terms outlined in this No Show Policy. Failure to comply with



this policy may result in the forfeiture of the event fee and/or exclusion from future training opportunities.

- 7.3. **Use-it-or-Lose-it Policy.** All training seats purchased must be utilised within 12 months from the purchase date. Unused seats beyond this period will be forfeited, with no refunds, transfers or extensions permitted.
- 7.4. **Event Attendance Policy.** Students must join virtual events no later than the scheduled start time to retain their seats. Early access to virtual events is available 30 minutes before the start time. Failure to arrive by the scheduled start may result in forfeiture of the seat.
- 7.5. **Force Majeure.** Asset Reality is not liable for cancellations, delays, or failures to deliver Training Services due to events beyond its reasonable control, including but not limited to natural disasters, acts of war, governmental actions, or system outages, as set forth in the MSA.

8. **Disclaimers and Limitations of Liability**

- 8.1. ALL TRAINING SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. ASSET REALITY DOES NOT WARRANT THAT THE TRAINING SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. TO THE FULLEST EXTENT PERMITTED BY LAW, ASSET REALITY DISCLAIMS ALL LIABILITY FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL CONDUCT), ARISING FROM YOUR USE OF THE TRAINING SERVICES OR TRAINING MATERIALS.
- 8.2. USERS ARE RESPONSIBLE FOR ENSURING THAT THEIR DEVICES AND SYSTEMS MEET THE MINIMUM TECHNICAL REQUIREMENTS FOR ACCESSING THE TRAINING SERVICES. ASSET REALITY DISCLAIMS LIABILITY FOR INTERRUPTIONS CAUSED BY USER HARDWARE OR SOFTWARE DEFICIENCIES.
- 8.3. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, YOU ACKNOWLEDGE AND AGREE THAT ASSET REALITY'S TRAINING SERVICES AND TRAINING MATERIALS DO NOT CONSTITUTE OR PROVIDE LEGAL, TAX, OR INVESTMENT ADVICE.
- 8.4. CERTAIN DISCLAIMERS MAY NOT APPLY TO USERS IN JURISDICTIONS WHERE SPECIFIC CONSUMER PROTECTION LAWS OVERRIDE THESE TERMS.

9. **Indemnification**

- 9.1. You agree to indemnify and hold harmless Asset Reality, its affiliates, officers, directors, agents, and employees from any claims, liabilities, damages, or expenses, including reasonable attorney's fees and court costs, arising from your use of the Training Services or violation of these Terms, including unauthorised use or infringement of third-party rights. Indemnification extends to third-party claims arising from the unauthorised use or distribution of Content, as well as any breach of these Terms by the User or their representatives.

10. **Modifications to the Training Services**

- 10.1. Asset Reality reserves the right to update, modify, or discontinue any part of the Training Services at any time without prior notice. Changes will be effective upon



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posting to the Site. Your continued use of the Training Services after changes are posted constitutes your acceptance of the modified terms.

11. **Modifications to Terms and Termination**

11.1. Asset Reality may modify these Terms at any time, with changes taking effect upon posting to the Site. Users are responsible for reviewing the Terms regularly. Asset Reality may also suspend or terminate your access to the Training Services for violations or at its sole discretion.

12. **Feedback and User Submissions**

12.1. By submitting feedback or suggestions, you grant Asset Reality a perpetual, irrevocable, royalty-free licence to use such feedback for any purpose. Asset Reality is not obligated to compensate you for the feedback provided.

13. **Governing Law and Dispute Resolution**

13.1. These Terms are governed by and construed in accordance with the laws of England and Wales. You agree to submit to the exclusive jurisdiction of the courts located in England and Wales for any disputes arising from these Terms. Before litigation, parties may be required to engage in mandatory mediation or arbitration. See all Governing Law Provisions in the MSA.

13.2. **Governing Law & Jurisdiction for Asset Reality Inc.** FOR ALL ORDERS, PRODUCTS, AND SERVICES SUPPLIED BY OR INVOLVING ASSET REALITY, INC, THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, UNITED STATES, WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES. THE PARTIES HEREBY IRREVOCABLY AGREE THAT ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE BREACH, TERMINATION, OR VALIDITY HEREOF, SHALL BE EXCLUSIVELY SUBJECT TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE STATE OF DELAWARE, UNITED STATES. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF SUCH COURTS AND WAIVES ANY OBJECTION TO SUCH VENUE BASED ON FORUM NON CONVENIENS OR ANY OTHER REASON. THIS CHOICE OF LAW AND JURISDICTION CLAUSE SHALL APPLY TO ALL US CLIENTS ENTERING INTO AGREEMENTS WITH ASSET REALITY OR ITS AFFILIATES.

14. **Compliance with Laws**

14.1. You are responsible for ensuring compliance with local laws when accessing the Training Services, including those related to data protection and export controls.

15. **Severability and Interpretation**

15.1. In the event that any provision of these Terms is found by a court or other tribunal of competent jurisdiction to be invalid, void, or unenforceable, such provision shall be amended or limited to the minimum extent necessary to make it valid and enforceable. The invalid or unenforceable provision will be replaced with a valid provision that most closely reflects the original intent of these Terms, ensuring that the remaining provisions of these Terms remain in full force and effect.

16. **Entire Agreement**



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16.1. These Terms, together with Asset Reality's Master Services Agreement (MSA), Order, and Policies executed between you and Asset Reality, constitute the complete and exclusive agreement between the parties. They supersede and replace any prior agreements, proposals, or understandings related to the same subject matter.

17. **Contact Information**

17.1. For any questions regarding these Terms, please contact us at training@assetreality.com.