



AI Training

Service Description

Document Name:	AI Training Service Description & Terms
Version:	v1.0
Prepared by:	Piers Linney

AI Training Service Description & Terms

1. AI Training Service Description

Implement AI Limited (“IAI”) has developed an AI Training Academy to provide courses on a range of subjects relating to the understand, implementation and use of AI-related technologies in the business environment and for the personal use of Ai by business leaders to augment their existing skills and experience.

The courses available and pricing can be found on our web site at:

<https://www.implementai.io/training>

Further terms may be contained in Service Descriptions that include access to one or more training course.

Unless otherwise notified, our AI Training sessions have the following characteristics:

Length: 90 - 120 minutes

Format: Virtual using Microsoft Teams (or other platform at the sole discretion of IAI)

Trainer: suitably qualified and experienced person selected by IAI

Attendee Limit: 10 persons

Recorded: Yes, and recording will be made available for download (see terms below)

Intellectual Property: Remains the property of IAI and should not be shared without prior written consent of IAI. See terms below.

2. Terms and Conditions

1. Introduction

- a. These Terms and Conditions govern the provision of training services provided by IAI to you ("Client"). By engaging our services, you agree to these Terms and Conditions.

2. AI Training Services

- a. IAI agrees to deliver training course selected as on the basis of the description provided at the time of payment. This includes all necessary materials, resources, and instruction as agreed upon.

3. Intellectual Property Rights

- a. All intellectual property rights in any software, tools, materials, presentations, documents, processes, methodologies, know-how, and all other business or technical information used by IAI (the "Materials") to deliver the training will remain the sole and exclusive property of IAI.
- b. IAI hereby grants Client a non-exclusive, non-transferable, royalty-free license to use the Materials internally by the Client. This license does not permit the Client to use the Materials for the provision of services to third parties, for commercialisation or resale, or in any manner not explicitly authorised by IAI in writing.
- c. Except as expressly stated herein, the Client will not have the right to reproduce (including on the internet including social media), distribute, publicly perform or display, modify, translate, or create derivative works of the Materials, or to grant sublicenses to any third party.

4. Trainer Engagement

- a. The trainers provided by IAI are under contractual obligation and are not to be directly approached for employment or engagement.
- b. Any attempt to solicit or engage trainers directly by the Client will be considered a breach of these Terms and Conditions.

5. Fees and Payment

- a. Fees for the training services will be as per the agreed-upon rates published on IAI's web site as updated from time to time.
- b. IAI will be under no obligation to deliver a course prior to receipt of payment in full for the course or courses selected by the Client.

6. Cancellation and Rescheduling

- a. If the Client needs to cancel or reschedule a training session, notification must be given at least five (5) UK business days in advance. Failure to provide timely notice may result in a cancellation fee equal to 50% of the course cost.
- b. IAI reserves the right to reschedule or cancel training due to unforeseen circumstances. In such cases, the Client will be offered a rescheduled date or a full refund.

7. Taxation

- a. IAI will indemnify Client against any demands for any VAT, income tax and employee primary National Insurance or similar contribution (excluding for the avoidance of doubt any employer contributions), including any penalties or interest arising from any claim that any director or employee of the Company or generally arising as a result of Client's use of the IAI training services.

8. Announcements and Confidentiality

- a. The parties agree to treat all business information exchanged as confidential information and will not disclose such information without the prior written consent of the other party, unless required by law or applicable regulation.
- b. Unless agreed in writing by the parties, IAI shall have the right to use the Client's company name and logo in marketing materials and public relations otherwise no party shall make any announcements without the written consent of the other party.

9. Limitation of Liability

- a. IAI's liability in connection with the training services shall be limited to the amount of fees paid by the Client for the specific training session.

10. Miscellaneous

- a. Nothing in this agreement shall render any employee, agent, director or partner of IAI an employee, agent or partner of Client.
- b. Except as expressly stated in this agreement, a person who is not a party to this agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
- c. No variation of this agreement shall be effective unless made in writing.

11. Acknowledgement

- a. By engaging IAI to deliver the training services, the Client acknowledges that they have read, understood, and agreed to be bound by these Terms and Conditions.