

Roundpoint NowCE Terms and Conditions of Use

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NOWCE Learning Platform

Terms and Conditions for services hosted and managed by Roundpoint Inc.

Thank you for your interest in the NOWCE education application from NowCE Ltd. Roundpoint Inc is the sole distributor ("**NowCE Learning Platform**" or "**Service**").

BY USING THE WEB SITE OR ANY OF THE SERVICES you are indicating your ACCEPTANCE OF THESE TERMS & CONDITIONS. If you do not agree to these Terms, you should not use the Service.

I accept as follows

The NowCE Learning Platform is distributed and managed by Roundpoint | Inc as a means for education Activity Providers to provide a range of professional online learning activities to End Users and Readers.

Roundpoint Inc ("**Roundpoint**") is a corporation registered in the State of Delaware.

NowCE Ltd ("**NowCE**") is a corporation registered in the United Kingdom. Company Number 09308855 is the owner of the ("**NowCE Learning Platform**").

Roundpoint is the sole distributor of the NowCE Learning Platform.

"**Activity Provider**" is an entity such as a professional institution or individual engaged in the provision of education services to End Users or Readers via the NowCE Learning Platform

"**End Users or Readers**" describes persons or groups of persons who engage with education services compiled and managed by 'Activity Providers

If you have any questions about these terms, please email us at customerservice@Roundpoint.com.

Something simple before we start

Later we spell out the 'Terms and Conditions of Use' (**T&C**) and the Service we provide through the NowCE Learning Platform. Our T&C spells out how Roundpoint Inc. and you, the customer, comply with the Service regarding legal, accurate, and honest dealings with each other and with other parties who use or contribute to the Service. Later, and depending on your role, we define the details that may affect you directly in greater depth. You are strongly advised to read these terms as they describe what we expect from users and what you can and cannot expect from Roundpoint Inc. and the NowCE Learning Platform.

The NowCE Learning Platform education is a compilation of software code that supports learning activities such as practice improvement, self-assessment, revision, quizzes, and any learning experience the Activity Provider chooses to apply using the

NowCE Learning Platform. For accredited education activity providers in the US, and some other territories the Service includes many useful compliance and administrative tools that make it easier to author, review, and compile learning and assessment activities; such as, gathering, updating and publishing disclosures and citations, reviewing content recording results and helping Activity Providers to manage the service that they offer end users.

Roundpoint hosts and makes these services available to Activity Providers via one of our Enterprise plans where the Service technology allows the Activity Provider to publish the education activities that they write and/or compile for use by their end users.

If you use any part of the service enabled by Roundpoint and the NowCE Learning Platform then you agree that you do not hold Roundpoint or NowCE accountable for any errors or omissions for any part of the service. However, if you see something that could be improved, please send us your suggestion. We know that listening to user feedback is the best way to improve the Service.

Responsibility for loss or damage: You should not rely on any content in the Service for advice, recommendation or application. Use of the Service excludes any warranty expressed or implied as to quality, accuracy, timeliness, completeness, or purpose for the Activity Provider's educational materials or from any third-party source internet links. Third party links are included solely to help find references and information quickly and easily. We are not liable for any claims, penalties, losses, damages or expenses arising from the use or the inability to use the website, or from any unauthorized access or alteration to the website.

If you are a 'Reader' taking an activity through the Service, you should first determine whether the Activity Provider who publishes an activity is either duly accredited or, in your view, competent and able to fulfill the service as advertised. The Service requires that any Activity Provider using the NowCE platform publish activities and materials in a considerate and responsible way. To support this policy, any false claim or notice by an Activity Provider considered as false or inappropriate may result in that service being removed without notice at the sole discretion of Roundpoint.

All Providers are required to publish contact details for customer support. If you are a Reader who is dissatisfied with any aspect of an Activity Provider's service, you must first contact that Activity Provider directly. If the Activity Provider fails to resolve your issue, then you should seek legal remedy from that Activity Provider.

We prompt Activity Providers to follow high standards of good practice and governance, but we cannot guarantee it. If the Activity Provider is unknown to the Reader, the Reader should check the Activity Provider's good standing and as may be relevant, with the accrediting, regulatory body, or organization that the Activity Provider claims to be governed by.

In all cases, the Activity Provider is completely responsible for the compilation, accuracy, and quality of every aspect of the content offered to Readers. Neither NowCE or Roundpoint is responsible for the actual content of an activity. NowCE is responsible for the digital tools and services that assemble the content, save courses, allow users to access and interact in the manner described. The NowCE Learning Platform may include a range of management and transaction services which may be sourced from specialist third party providers and for which Roundpoint is not accountable.

Activity Providers must offer a good and sufficient service to meet the learning objectives they set for their activities. To help manage expectations, the Service offers Activity Providers the means to publish pre-course information and declarations which Readers may view prior to taking a course. This may be either an option or requirement for those Activity Providers who must comply with the rules of the regulatory bodies who govern the accreditation or certification of an activity or its completion. For the Readers, it means that they can reasonably check whether a course meets their requirements before they commit to taking it. This feature is available to all Activity Providers for both accredited and unaccredited learning activities.

Activity Providers must be certain that they either own or have the right to publish any material via the Service. For such material, the Activity Provider accepts full and sole responsibility for securing the required permissions and must show proof that they have done so.

Refunds and cancellations are governed by our [Refund Policy](#)

That's the simple description of our terms and conditions. But to be absolutely clear, the 'Terms and Conditions' document is part of the legal agreement you make with Roundpoint Inc and NowCE Ltd when you use any part of the service either as a reader or contributor of or to any of the services offered by an Activity Provide. Read these 'terms' carefully before you agree to use of any part of the service because it is a condition of use that you do so. Also, you must abide by these terms and any other legal requirement or regulation that governs the provision of education services within the territory where the services may be provided. If you find any part of these terms are unacceptable to you, then please do not use The NowCE Learning Platform.

The Details

Meaning of certain words in these Terms & Conditions of Use

These Terms and Conditions of Use ("**Terms**") or ("**T&C**") contain the terms under which Roundpoint Inc and the NowCE Learning Platform offer use of an interactive software programs ("**Service**") for use by Activity Providers. ("**Activity Provider(s)**") of education, learning and examination activities and to certain end users (**Readers**). They also describe the terms that End Users agree to before reading or taking part in any activity

or education program enabled through the Service. 'The **NowCE Learning Platform** is owned by NowCE Ltd and provided to Activity Providers and Readers by Roundpoint Inc. The Service offers Activity Providers the means, technology and connectivity to provide and offer a range of online educational experiences and/or activities to Readers.

The Activity Provider may be a professional or trade association, an education institution, a government agency, a commercial business, or an individual or other entity seeking to publish education and/or interactive activities principally compiled for education, learning, testing, assessment or examination purposes.

These Terms concern the responsible use of the NowCE Learning Platform by all users of The Service. Some of these Terms apply to all users and some to certain groups which are described in greater detail later.

“Activity Provider”:

Any User who uses the NowCE Learning Platform to create, manage and operate a learning or education activity for use by Readers and End Users.

“Content”:

For purposes of these Terms, “Content” includes any text, questions, responses, panels, images, videos, data files and media files, hypertext links, URLs and all other information that is produced, assembled or referred to by the “Activity Provider” and which becomes part of a published “Service.”

“End Users”:

Any User who uses the NowCE Learning Platform for engaging in any activity provided from the NowCE Learning Platform.

“Contributors”:

Any User who uses the NowCE Learning Platform as an individual, or representative of an Activity Provider to create, manage, review, edit or remove processes and or content displayed at an activity via the NowCE Learning Platform.

“NowCE Learning Platform”:

Describes any combination of software and computing code, supporting communications, and transaction services that are offered by Roundpoint Inc via the to the “Activity Provider,” for constructing, managing and supporting a learning or education activity. created or managed by that “Activity Provider” in any activity offered to end users or “Readers” This may include, but is not limited to, education activities such as courses, learning materials, assessments, tests, and examinations as from time to time may be available from the “NowCE Learning Platform”.

“Provider”:

Any User who uses the NowCE Learning platform to provide a service to another User.

“Reader”:

Any User who uses the NowCE Learning Platform for their education, enlightenment or source of news or information.

“Service(s)”:

A Service may, but not necessarily, include various configurable features and other service components such as hosting, online payment, web interactions, responsive communication between users engaged in some way with the “NowCE Learning Platform” or a third-party service to which it is linked to or from.

A Service may include the analysis of responses in a manner that may be varied according to the program selected by the “Activity Provider” and the “Service” type. These features and are collectively referred to as (“Service” or “Services”).

“Subscription”:

How an Activity Provider pays for use of the service. The “Activity Provider” makes subscription payments to NowCE for use of the NowCE Learning Platform. Subscriptions may be changed or terminated according to the provisions made available by Roundpoint for such purpose. Subscription payments are not refundable.

“User”:

Any person or entity that accesses the NowCE Learning Platform.

“We”:

May refer to Roundpoint or the NowCE Learning Platform and a “Activity Provider” either singularly, dually or collectively. However, neither Roundpoint nor NowCE are partners in any way with any “Activity Provider”. Each of the parties operates as an independent contractor to the other and no other relationship of any kind exists between these parties.

Copyright Claims (DMCA Notices)

Roundpoint responds to notices of likely copyright infringement in accordance with the U.S. Digital Millennium Copyright Act (DMCA). If you believe that your work has been exploited in a way that constitutes copyright infringement, you must notify us immediately of any such infringement, and receive confirmation that you have done so. Please send any notification to us at operations@nowce.com.

TO ALL USERS

USE OF THE NOWCE LEARNING PLATFORM

All users are responsible for controlling access to their account and the services.

This includes creating a strong password, protecting that password, and taking reasonable measures to prevent unauthorized account usage.

You agree that neither Roundpoint or the Activity Provider is responsible for the published Content of any service or for the operation of this and any web sites that may be accessed through hypertext or other computer or internet links in connection with using the NowCE Learning Platform.

All rights not expressly granted to and by Activity Providers or Readers are reserved by each in their appropriate capacity by Roundpoint or the Activity Providers and their associates.

UNACCEPTABLE BEHAVIOR

All Users agree not to engage in any Unacceptable Behavior.

The following is a non-exhaustive list of Content and behaviors that constitute UNACCEPTABLE use of the NowCE Learning Platform.

- i. Reverse engineering or tampering with the security of the NowCE Learning Platform code or software.
- ii. Making unauthorized copies of any Content in, or published by any Activity Provider using the NowCE Learning Platform.
- iii. Uploading Content that contains or contains links to offensive adult Content, profanity, discrimination or foul language that may be reasonably considered as such in the territory or territories where the Service is provided.
- iv. Uploading Content that condones, promotes, contains, or links to software that has been illegally copied and made available, cracks, hacks, their associated utilities, or other piracy related information, whether for educational purposes or not.
- v. Uploading Content that infringes any copyrights, trademarks, patents, trade secrets or other intellectual property.
- vi. Uploading Content that is racist or otherwise very offensive to others, including Content that aggravates, harasses, threatens, defames or abuses others.
- vii. Uploading binary files or executable code.
- viii. Publishing any Content that does not disclose the name of the author and, as may be required, making available for public view a declaration of that author's professional credentials, and any disclosures concerning that authors' interests, presented in a manner required by NowCE. If that declaration declares the author to have no credentials or nothing to disclose, then such a declaration must be made.

Observance of these terms is intended to protect all users of the NowCE Learning Platform. If you are found in violation of these Unacceptable Behavior terms,

Roundpoint reserves the right to suspend or terminate your use of the NowCE Learning Platform and the Services without notice, at any time. We may, at our sole discretion, suspend a Service at any time without notice for conduct that violates these Terms and Conditions.

Activity Provider s and Readers who violate these Terms and Conditions or have knowledge of such violation may be subject to legal liability and prosecution.

ASSIGNMENT:

You may not assign these Terms without prior written consent from Roundpoint

CHANGE OF TERMS:

We reserve the right, at our sole discretion, to modify the NowCE Learning Platform, the Services or these Terms and Conditions, at any time and without prior notice. If we modify these Terms, we will post the modification on our site or otherwise provide you with notice of the modification. We will also update the "Last Updated Date". By continuing to use the Services after we have posted a modification to these Terms, or have provided you with notice of a modification, you are indicating that by using or continuing to use the NowCE Learning Platform that you agree to be bound by the modified Terms.

CONFIDENTIAL INFORMATION:

We do not sell or make available specific information about our customers or their data, except in response to violations of applicable and enforceable laws. We maintain a database of user information that is used only for internal purposes such as technical support, notifying users of changes, or enhancements to the Service.

Confidential Information includes all material marked confidential, these Terms, statements of work, license agreements, business and marketing plans and strategies, non-public information of any kind, including visual and oral information which can reasonably be considered as being confidential. We will use reasonable commercially available technology and industry best practices to ensure the integrity and security of all confidential Information with respect to theft, piracy, and unauthorized access. We maintain a comprehensive privacy policy. It may be viewed at www.NowCE.com/privacy-policy/.

The Activity Provider owns all rights, title, and interest to publish and maintain all Content entered to the Service by the Activity Provider. In addition, all reports and downloads from the Services, Reader responses, and information provided by Readers in response to any Service enabled by the NowCE Learning Platform are given by the Activity Provider are owned by the Activity Provider. All such Content is deemed confidential Information and will not be utilized for any purpose other than to monitor the Service and perform the services and obligations to/by Activity Providers and Readers.

The Activity Provider agrees to maintain confidential any information or data entered into the service by Readers unless the introduction to the service specifically refers to how such information may be used. For example, if an Activity Provider specifically offers to submit the result from a Reader's activity to an accreditor or source of official certification then the Activity Provider must announce this intent in the course description.

The Activity Provider agrees to comply with our Privacy Policy in perpetuity and accepts responsibility to indemnify any party as a result of any breach of the NowCE Privacy Policy www.NowCE.com/privacy-policy/ AND these Terms and Conditions of Use.

NowCE reserves the right to include traffic generated by all web sites it hosts in its overall accounting of page views, unique users, and other usage measures. This includes providing web traffic measurement companies with all URLs hosted by Roundpoint and traffic counts from any source for use in their recognition of overall traffic attributed to any Service enabled by the NowCE Learning Platform.

SOFTWARE OWNERSHIP

No rights or use, title and/or interest in the computer code and to the Services as delivered by the NowCE Learning Platform, and all related software and technology, is granted to any user. All proprietary Content provided, in connection with the Services, including all intellectual property rights in the foregoing is the exclusive property of NowCE or the third-party owner. Nothing contained on this web site should be construed as granting any license or right to the foregoing or to use any trademark without the prior written permission from the owner.

INDEMNIFICATION

TO THE EXTENT ALLOWED BY LAW, YOU AGREE TO INDEMNIFY AND HOLD HARMLESS THE ACTIVITY PROVIDER, ROUNDPOINT AND NOWCE AGAINST ALL CLAIMS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM THE USE OF SERVICES ENABLED BY THE LEARNING PLATFORM AND THIS WEB SITE. THIS INDEMNIFICATION EXPRESSLY INCLUDES YOUR RESPONSIBILITY FOR ANY AND ALL LIABILITY ARISING FROM THE VIOLATION OR INFRINGEMENT OF COPYRIGHTS, TRADEMARKS OR OTHER PROPRIETARY RIGHTS, AND FROM THE USE OF ANY LIBELLOUS OR UNLAWFUL MATERIAL WHICH MAY BE SUBMITTED FOR PUBLICATION OR IN RESPONSE TO ANY REQUEST TO THE SERVICE(S) PROVIDED BY THIS WEB SITE.

Neither Roundpoint or NowCE is responsible for any act or consequence in any way whatsoever that follows the use of the service by any user.

The aggregate liability each of Roundpoint and NowCE and any party engaged in the provision of the Service(s), including but not limited to employees, officer's, licensors, agents and suppliers arising from or in connection with these Terms or use of the NowCE Learning Platform shall not exceed the sum of the amounts paid by you to and for use

of the service or to any Activity Provider during the 6 months prior to the event giving rise to the liability: USD \$50.00.

We do not warrant or make any express or implied representations about any third-party Content. All Services provided by Roundpoint, the Nowce Learning Platform, the Activity Provider and/or any third party are provided on an "As Is" basis.

We assume no liability or responsibility for any errors or omissions in the Content of the service, including but not limited to, the publication through any Service of input received from any third parties.

We and any third-party Provider of Content and materials do not warrant that the Services or software will be error-free or that all non-conformities can or will be corrected or removed.

Concerning this web site and the Services provided: We and any third-party Provider of Content and materials do not make any implied or express warranties whatsoever including any warranties of usability, accuracy or fitness for purpose.

Neither Roundpoint or NowCE or the Provider shall not be liable for any damages or viruses that may infect your computer equipment or other property through use or browsing the Service or downloading of any materials, data, text, images, or other media from the Service.

FEES AND PAYMENTS

If applicable, you agree to pay NowCE and/or the Activity Provider any advertised fees and taxes, associated with the purchase, subscription, sale or provision for each activity you purchase or use in accordance with the pricing and payment terms presented to you for that Service. You will be billed using the billing method available from Roundpoint and that you select for use of the Service and the NowCE Learning Platform. Fees paid by you are non-refundable, except as provided in these Terms ([see Refunds](#)) or when required by law.

Roundpoint or the Activity Provider may change the fees charged to Readers and Activity Providers for the use of a Service at any time provided that such change is advertised on the Service prior to it being applied.

JURISDICTION

Except if prohibited by applicable law, each party submits to the exclusive jurisdiction of the state courts located in San Francisco County, California, and the federal courts located in the Northern District of California with respect to the subject matter of these Terms.

PRECEDENT TERMS

Precedence to the extent any conflict exists, any Additional Terms agreed between NowCE or Roundpoint with an Activity Provider shall prevail over this version and shall

be published by that Activity Provider. Any costs incurred by Roundpoint to prepare, complete, and or engross any Additional Terms shall be reimbursed to Roundpoint by the Activity Provider.

READERS OR ENTITIES SUBSCRIBING ON BEHALF OF READERS

You must be 12 years of age or older to agree to use this Service. If you are under 12 years, and before you use the Service, you must seek and obtain the consent and agreement with these Terms from a parent or guardian or person responsible for your education in so far that it relates to the Service provided to you.

Unless we agree to provide an alternative means, you must provide a valid name and email address during the initial registration process. You agree to further update and keep that information current as appropriate and as from time to time may be required.

If you intend to pay for an activity or Content provided through or associated with the NowCE Learning Platform, then you should take care to read the information provided about that activity before making your purchase.

If you are purchasing a particular activity as advertised, you must make yourself aware of and agree to the Terms of the Bank, Institution, or Transaction Provider concerned with making your payment for use of the NowCE Learning Platform.

When your subscription to a Service is completed, you are, according to the terms of the subscription granted a non-exclusive, non-transferable, worldwide right to access and use of the Service. The Service is solely supported with browsers through the Internet, for your own purposes, for the purposes of the subscribing organization, for the period of the subscription, or for a period as may be described when you purchased the Service.

The Activity Provider assigns Roundpoint and NowCE the unconditional rights to publish every activity submitted to the Service using the NowCE Learning Platform. When you subscribe to or contract with a NowCE Learning Platform Service, you understand and agree that subject to these Terms. The Activity Provider is exclusively responsible for the Content and Services provided to the extent they are published and controlled by the Provider.

You have no rights to republish any Content from the Service without the express written permission of the Activity Provider.

Should you have any questions about a Service and its Content you should first contact the Provider of that Service.

If your subscription is paid for or authorized by an entity other than yourself, it is your sole responsibility to ensure the entity is aware of these Terms and agrees to be bound by them. To be certain of compliance with these Terms, you should provide such an entity with a copy or a link to these Terms prior to that entity paying for or completing a subscription.

We recognize that the laws of certain jurisdictions provide legal rights to Readers that may not be overridden by contract or waived by those Readers. Nothing in these Terms limits any of those rights.

REFUNDS

For details see [Refund Policy](#)

ALL ACTIVITY PROVIDERS

When you publish an activity through the Service, it should be with the intent to provide a useful and helpful expert service that will assist readers with their responsible education activities. It should do so in a manner that respects any community who may reasonably become aware of the Content that appears in the Service.

LIMITATION OF WARRANTIES

TO THE EXTENT PERMITTED BY APPLICABLE LAW, NOWCE, AND ANY PARTY ENGAGED IN THE PROVISION OF SERVICES, INCLUDING BUT NOT LIMITED, TO OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, AND LICENSORS WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF USE, LOSS OF DATA, ARISING OUT OF OR IN CONNECTION WITH THE SERVICE AND THESE TERMS, AND WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL CONSIDERATION, EVEN IF NOWCE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

PERMISSIONS TO PUBLISH

All Activity Providers retain full ownership of their Content. They retain ownership of all intellectual property rights in their Content. When an Activity Provider offers any Content or materials to the NowCE Learning Platform for the purpose of publication, then the Activity Provider grants NowCE and Roundpoint and its associates full and unrestricted global rights to publish the Content and materials in so far as they are an inclusive Service enabled by the NowCE Learning Platform.

PUBLICATION

The Activity Provider may configure and brand any Service offered through the NowCE Learning Platform only to the extent provided by the NowCE Learning Platform.

Content or procedures published by the Activity Provider through the NowCE Learning Platform are the sole responsibility of the Activity Provider with regards to compliance with any or all statutory, professional conduct and regulatory obligations, and with all industry or territory specific requirements that may govern this nature of use by the intended audience.

The Activity Provider is solely responsible for the administration of the Service limited only to those elements of the Service controlled by the Activity Provider and for the Content provided and that Content which appears in any part of the Service. The Activity Provider is legally liable for the manner in which Content is advertised and distributed to Readers. We do not monitor Content. However, we reserve the right at our sole discretion to demand amendment within 24 hours to remove any Content from our Service that we determine is in violation of these Terms.

If you introduce any Content in whole, or in part, such as, but not limited to text or copies of any manuscript, article, trial survey, report, presentations of any kind, or Content authored by you or provided for publication by another party, you warrant to Roundpoint and NowCE and our associates and to any party who enables access to the Service, that you have full rights to publish such Content to the designated Readers.

When you use the NowCE Learning Platform for this purpose, you agree that you will cooperate in any way as may be required by Roundpoint or NowCE to validate your right to publish such material. Also, you agree without limitation to fully indemnify any and all claims and any costs arising thereof that may result from any action brought by any party with rights to such Content, and as may be determined by any recognized court, regulatory authority, or by any settlement agreed by a suitably qualified mediator appointed at the sole discretion of NowCE.

If you will be using the NowCE Learning Platform on behalf of any organization whatsoever other than for your personal use, you represent that you have the authority to do so and that you agree to these Terms on behalf of that organization. If you falsely represent an organization, then you accept that you shall be personally responsible and legally liable to indemnify that organization and their associates for any loss or damage caused to that organization.

DISCLOSURES:

As may, on occasions, be required by a governing regulatory body, the Activity Provider agrees to only publish course material for which the name of the author, that author's professional credentials and any disclosures concerning that author's commercial interests are available for public view and presented in a manner we require even if that declaration declares the author or contributor to have no credentials or nothing to disclose then the author/provider must make such declaration.

SUBSCRIPTION FEES

Roundpoint will charge a subscription-based fee to the Activity Provider for use of the NowCE Learning Platform. Our fees are either scaled to the anticipated use of our subscription plans.

For the avoidance of doubt, this means that as the Activity Provider you will be billed on a recurring, periodic basis typically monthly or annually, depending on the Subscription plan you purchase. Your Subscription will automatically renew at the end of each billing period unless you cancel your Subscription. At cancellation, any Subscription plan will continue until the end of the next billing period before terminating.

Roundpoint may change the fees for a Subscription plan, provided that notice of such changes is published on its web site at least 30 days prior to the change becoming effective. Changes to fees are only applied at the end of the following Subscription billing period after notice has been published.

ADDITIONAL TERMS:

Depending on the type of course and Service used, reasonable additional Terms and Conditions relating to those Services may be published by the Activity Provider and may apply ("**Additional Terms**"). Those Additional Terms which must be fair and reasonable for observance by any party engaged with the Service become a part of your agreement with us.

CHANGING PLANS

All Activity Providers are required to give notice of their intent to change from one subscription plan to another. See our [refund policy](#) for 'change' terms.

CANCELLATION

The Activity Provider agrees to notify all Readers and End Users of their Service in a timely manner and will ensure that no Reader or End User will suffer any financial or material loss that results from Service cancellation. This includes refunds or restitution of information due to the Reader or End User.

ACCOUNT INACTIVITY

We may terminate your account and delete any Content contained therein if there is no account activity or access to your account for over 12 months. This provision does not apply to reader activity records that an accrediting or certifying body requires should be saved for a minimum period. Such records will be retained for access by the reader or the accrediting authority as may from time to time may be required upon direct notification from the reader or the accrediting authority.

ENTERPRISE PLAN ACTIVITY PROVIDERS

READER RELATIONSHIP

Activity Providers who subscribe to an Enterprise Plan and compile and enable a Service which they offer to Readers through the NowCE Learning Platform will manage the relationship between themselves and their Reader directly. All Activity Providers agree that the Activity Provider is the sole publisher. An Activity Provider may choose to publish its "Additional Terms" to the Reader at the course introduction or in other material it may use to promote the Service to Readers and End Users.

Howsoever, the relationship between the Activity Provider and the Reader is managed, it is the sole responsibility of the Activity Provider to make the prevailing terms of use clear to the Reader. Such terms may not take precedent over any part of these Terms, and the Activity Provider warrants that they shall not do so unless such variation is agreed in writing between Roundpoint and the Activity Provider before the Service is published to any Reader.

Separately, Roundpoint may supply or engineer a suitable application programming interface "**API.**" to connect some element of the NowCE Learning Platform with some service hosted or controlled by the Activity Provider. The API may allow access and communication between the NowCE Learning Platform and another system for such purposes but not limited to user authentication, transfer of content to or from the NowCE Learning Platform such as Content associated with any activity provided through the NowCE Learning Platform, activity management, and saving performance reports in the manner agreed between Roundpoint and the Activity Provider. Both the Activity Provider and Roundpoint agree that these Terms and Conditions do not apply to the provision and fulfillment of the engineering services involved in the supply and installation of any API.