Go1 Customer Terms for Dayforce Customers

This Agreement and any of its terms and conditions shall be deemed accepted and binding upon Customer and Go1 (the “Parties” or “parties”) upon Customer's execution of your Customer Contract with Dayforce. The parties agree that no physical signatures are required to make this Agreement valid and enforceable. By agreeing to the Dayforce Customer Terms and Dayforce Order Form, you hereby accept and agree to these *Go1 Customer Terms for Dayforce Customers* (the “Agreement”). By accessing and using the Go1 Services outlined herein, Customer acknowledges that you have read, understood, and agreed to be bound by the terms and conditions of this Agreement. The electronic record of Customer's acceptance of the Dayforce Customer Terms and Order Form shall be treated as if it were a written signed document.

Any version of these Customer Terms in a language other than English is provided for convenience only and you understand and agree that the English language version will prevail where there is conflict.

# Introduction

1. Go1 is a content aggregator providing you with a single access point to content. These Customer terms (“Customer Terms”) will apply:
	* + 1. when you use any of the Services or access Courses;
			2. when you click the “sign up” button or initiate a trial, test, or other similar preliminary use of the Services;
			3. when you indicate acceptance on or through [www.go1.com](http://www.go1.com) (the “Website”) or App when you sign up for a subscription through the online subscription process or sign an agreement via an applicable order form, and/or
			4. upon the execution of the Dayforce Customer Terms and Order Form between Dayforce and Customer.
			5. This Agreement is by and between Go1 (“Go1”, “We”, “we”, “Us”, “us”, “Our” or “our”) and you and govern your use of our Services. The terms “You,” “you,” “Your,” and “your” refer to any of our customers or End Users of our Services. By using the Services, you agree that you are the legal age of consent, have read, understood, and agree to comply with and be legally bound by the Agreement.

# Proprietary rights; License Grant

# Go1 Proprietary Rights

1. You agree that we, and/or our licensors of the materials, Courses, and/or Go1 Content, own and retain all right, title, and interest in and to:
2. the Services, Software, Website, and App (including all improvements, enhancements or modifications to the Services and Software, the Website and the App);
3. any software, applications, inventions, or other technology developed in
4. connection with Implementation Services or the provision of support;
5. the Courses, materials, and Go1 Content;
6. content or materials created while providing the Services; and
7. all intellectual property rights in or related to anything referred to in paragraphs (i) to (v) above.
8. Unless otherwise expressly provided in this Agreement, content (including Customer Data) remains the proprietary property of the person or entity supplying it (or their affiliated and/or third-party providers and suppliers, as is relevant) and is protected, without limitation, pursuant to applicable copyright and intellectual property laws.

# Your Ownership of Customer Data; License for Customer Data

1. You own all right, title, and interest in the Customer Data and have obtained all necessary permissions and consent for such Customer Data and Go1’s use in accordance with this Agreement will not infringe the intellectual property rights of any third party; and
2. You grant us a limited, worldwide, royalty free, non-exclusive, non-transferable right to use the Customer Data during the License Term for the purpose of delivering the Services.

# License for Go1 Services; Restrictions

1. **License.** During the term of the Dayforce Order Period (“License Term”) and subject to our receipt of applicable fees, we grant you a paid for, limited, revocable, non-exclusive, non-transferable (except as provided in the Product Description) license to access and use the Go1 Services, solely for the purpose of the education or training of you or End Users through the Services, in accordance with Agreement or restrictions associated with Courses. We reserve all other rights not expressly granted herein.
2. **Restrictions**.
3. You are not authorized and will not or cause third parties to reproduce, redistribute, republish, transmit, assign, sell, broadcast, rent, share, lend, modify, adapt, reverse engineer, decompile, edit, create derivative works of, license, or otherwise transfer or use any Go1 Content, in whole or in part, other than as expressly authorized under these Customer Terms or as separately authorized by us in writing.

(ii) You will not use the Services or Go1 Content to build a new product, service, or platform that competes with any part of the Services or Go1 Content, and you acknowledge that this is a usual covenant within our field of activities and is reasonably necessary to protect our legitimate business interests.

# Permitted Use

# Collection and use of personal information

1. Go1 will collect and use personal information in accordance with our Privacy Policy. Go1 may retain and use Personal Data (as defined in the Privacy Policy) of End User(s), including, without limitation, their name, business address, email address, contact details and Courses undertaken or scheduled and contact, deal directly with, and/or offer Courses to End User(s).
2. You agree to not supply Go1 with any sensitive personal information or special categories of data.
3. You acknowledge and confirm that you have the appropriate legal basis to provide Personal Data to Go1.

# Usage Analytics; Product Development

We may use Customer Data to improve and enhance the Services and for other development including diagnostic and corrective purposes in connection with the Services and other Go1 offerings. We may disclose such data in aggregate or other lawful de-identified form.

# Data protection compliance and data processing under Applicable Data Protection Laws

If Applicable Data Protection Laws apply to any data used as part of the Services, then the relevant provisions of the Go1 Data Processing Agreement shall apply, and such provisions are incorporated into this Agreement by reference.

# Responsibility and Support

# Responsibility

1. At all times during the License Term of this Agreement, at your cost, you must:
	1. obtain and maintain all hardware, software and communications equipment necessary for you to access Go1 Content and use the Services and ensure that they comply with applicable specifications and guidelines;
	2. comply with all applicable laws, Applicable Data Protection Laws;

(iii) comply with your privacy policy, the Product Description, and the Acceptable Use Policy; and

(iv) ensure End Users comply with the User Terms.

1. As part of the registration process, you and End Users will identify an administrative username and password for your Go1 account. You are responsible for actions and omissions of End Users.
2. During the License Term and in accordance with this Agreement, we will provide End Users with access to the Go1 Content, and use of the Services, up to the Service Capacity. We will provide support services to you in accordance with our then-current support policy available here: [www.go1.com/terms/support-services-terms](https://www.go1.com/terms/support-services-terms) (“Support Terms”).

# Update, Modification or Discontinuance of the Services

1. As a content aggregator providing you with a single access point to content, we may update or modify the Courses, materials, or Services (other than Customer Data and related materials), or discontinue their availability at any time, in accordance with our separate arrangements with the Content Partners. We do not guarantee Content Partner or Course availability and expressly disclaim issues arising from Content Partners or Courses including any embedded links or URL to third party sites.
2. In circumstances where Courses or materials have been updated, modified, or discontinued, and this results in a material adverse effect on your receipt of the Services, you will notify Go1 within 10 business days of such of material impact and at Go1’s discretion, Go1 will use commercially reasonable efforts to source substantially similar replacement Courses or materials.

# Confidentiality

The receiving party will treat Confidential Information with reasonable care and disclose only on a needto-know basis or as permitted under this Agreement. The receiving party will only use Confidential Information for the purposes of performing its obligations or as permitted under this Agreement. However, a receiving party may disclose Confidential Information:

1. if approved by the other party in writing;
2. required by law or regulation;
3. in the event of dispute between the parties, as necessary to establish the rights of either party; or
4. as necessary to provide the Services.
5. In the case of (b) and (c), the disclosing party will provide reasonable advance notice to the other party to provide reasonable assistance to limit the scope of the disclosure unless prohibited by law or regulation.

# Indemnity

# Your Indemnity:

1. You agree to defend, at your expense, any third-party claim against Go1 and Affiliates to the extent the claim arises from:

(i) Your or End Users use or attempted use of the Services or any Course or materials in violation of these Customer Terms;

(ii) Customer Data, including, but not limited to, any claim of infringement or misappropriation of intellectual property rights or other proprietary rights; and

(iii) You or End Users breach of any applicable law.

# Go1’s Indemnity

1. During the License Term, we agree to defend and pay, at our expense, any damages finally awarded by a court of competent jurisdiction for any third-party claim against you to the extent the claim:

(i) alleges that your use of the Go1 Services directly infringes the third-party’s patent, copyright, or trademark; or that we have misappropriated the third-party’s trade secret (“Infringement Claim”);

(ii) alleges our breach of applicable law.

1. Go1’s Response. In the defense or settlement of any Infringement Claim, Go1 may, at its sole option and expense:
2. procure a license for you to continue using the Services under the terms of this Agreement;
3. replace or modify the allegedly infringing Services to avoid the infringement; or
4. where (i) or (ii) are not reasonable or commercially feasible, terminate your license and access to the Services (or its infringing part) and refund any prepaid unused fees as of the date of termination.
5. Go1 shall have no obligation under this indemnity section to the extent an infringement allegation is based upon:

(i) use of the Services in violation of this Agreement;

(ii) modifications to the Services, or Go1’s modification when directed by you, or any third party acting on your behalf;

(iii) your failure to update or upgrade including corrections and enhancements, delivered to you by Go1, if such upgrade or correction would have prevented the infringement, or

1. third party products, services, hardware, software, opensource, or other materials, or combination of these with the Services if the Services would not be infringing without the combination.

# Conditions

1. The indemnifying party, as applicable, will have no liability for any Claim under Section 7 that arises from any failure of indemnified party to:

(i) notify indemnifying party in writing of the claim promptly upon the earlier of learning of or receiving a notice of it, to the extent that indemnifying party is prejudiced by this failure;

(ii) provide indemnifying party with reasonable assistance requested by indemnifying party for the defense or settlement (as applicable) of the Claim;

(iii) provide indemnifying party with the exclusive right to control and the authority to settle the Claim; or

(iv) refrain from making admissions or statements about the Claim without indemnifying party’s prior written consent.

1. The indemnified party (as applicable) must take all reasonable steps to mitigate loss or damage related to the Claim under Section 7.

# Sole and Exclusive Remedy

The remedies in this Section 7(Indemnities) are, in addition to any termination or suspension remedies expressly set forth in this Agreement, indemnified party’s sole and exclusive remedies and indemnifying party’s sole liability regarding the subject matter giving rise to any Claim, including any Claims regarding confidentiality obligations involving Customer Data.

# Limitation of Liability.

## SUBJECT TO 8.2 TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES. IN NO EVENT SHALL EITHER PARTY’S AGGREGATE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THESE CUSTOMER TERMS OR THE AGREEMENT EXCEED THE AMOUNT PAID OR PAYABLE BY YOU TO DAYFORCE FOR ACCESS TO OR USE OF THE SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY. NOTWITHSTANDING THE LIMITATION ABOVE, EACH PARTY’S LIABILITY ARISING FROM BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER, WILL BE LIMITED TO TWO (2) TIMES THE FEES PAID OR PAYABLE BY YOU TO DAYFORCE FOR ACCESS TO OR USE OF THE SERVICES IN THE TWELVE (12) MONTHS PRIOR TO THE DATE THE RELEVANT CLAIM AROSE.

## UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) WILL GO1 OR OUR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, SUPPLIERS OR LICENSORS BE LIABLE TO YOU OR ANY AFFILIATE RESULTING FROM: (1) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (2) ANY CONDUCT OR CONTENT OF ANY PARTY OTHER THAN GO1, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT; OR (3) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF CUSTOMER DATA OR INFORMATION UNLESS SUCH UNAUTHORIZED ACCESS, USE, OR ALTERATION ARISES DIRECTLY FROM GO1’S FAILURE TO COMPLY WITH APPLICABLE DATA PROTECTION LAWS.

# NOTHING IN THESE CUSTOMER TERMS (I) LIMITS OR EXCLUDES THE LIABILITY OF EITHER PARTY FOR DEATH OR PERSONAL INJURY CAUSED BY GROSS NEGLIGENCE, OR THE GROSS NEGLIGENCE OF A PARTY’S EMPLOYEES, AGENTS OR CONTRACTORS (AS APPLICABLE), FRAUD OR FRAUDULENT MISREPRESENTATION, OR (II) EXCLUDES ANY RIGHTS OR REMEDIES AVAILABLE TO YOU UNDER ANY APPLICABLE CONSUMER LAWS IN THE APPLICABLE JURISDICTION, WHICH CANNOT BE CONTRACTUALLY EXCLUDED OR RESTRICTED.

# Limited Warranty; No Implied or Express Warranties

# Limited Warranty and Remedy for Services. We warrant that the Services and Go1 Content, as delivered to you, and paid for via Dayforce, will substantially conform to the applicable Product Description <https://www.go1.com/terms/product-description-go1> during the License ￼￼ below. You will notify us of a claim under this warranty within 30 days of the date on which the condition giving rise to the claim first appeared. To the extent permitted by law, your sole and exclusive remedy,￼￼(b￼.

# No warranty or representation

1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SUBJECT TO 9.1 (LIMITED WARRANTY), WE MAKE NO OTHER WARRANTY, REPRESENTATION OR GUARANTEE, WHETHER EXPRESS OR IMPLIED:
	* 1. AS TO THE USEFULNESS OF THE SERVICES OR MATERIALS, NOR ANY OF THE PRODUCTS AND SERVICES PROMOTED ON THE WEBSITE OR APP OR VIA LINKED WEBSITES OR COMMUNICATED TO YOU BY US;
		2. AS TO THE APPROPRIATENESS OF THE COURSES OR MATERIALS PROVIDED TO YOU BY US OR OUR EMPLOYEES, CONTRACTORS, AGENTS OR REPRESENTATIVES;

(iii) AS TO THE QUALITY, ACCURACY, RELIABILITY, CURRENCY, PERFORMANCE, COMPLETENESS OR FITNESS FOR PURPOSE OF ANY PART OF THE SERVICES, THE WEBSITE, THE APP, THE COURSES, THE MATERIALS AND OTHER INFORMATION COMMUNICATED TO YOU BY US OR OUR EMPLOYEES, CONTRACTORS, AGENTS OR REPRESENTATIVES;

* 1. THAT USE OF THE WEBSITE, THE APP, OR THE SERVICES WILL BE UNINTERRUPTED;

(v) AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES; OR

(vi) THAT THE WEBSITE, THE APP, THE MATERIALS OR THE FACILITIES THAT MAKE THE WEBSITE, THE APP AND THE MATERIALS AVAILABLE, WILL NOT CAUSE DAMAGE, OR ARE FREE FROM ANY MALICIOUS CODE OR ANY OTHER DEFECTS OR ERRORS.

1. THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OR CONDITIONS THAT CANNOT BE EXCLUDED IS RESTRICTED, AT GO1'S OPTION, TO:

(i) THE RE-SUPPLY OF THE RELEVANT SERVICES;

(ii) THE COST OF THE RE-SUPPLY OF THE RELEVANT SERVICES; OR

(iii) THE PROPORTIONAL AMOUNT PAID BY YOU TO GO1 IN RESPECT OF THE RELEVANT GOODS OR SERVICES.

# Changes to these terms

We may make changes to this Agreement from time to time. When we make such changes, we will make the updates terms available on our Website and update the ‘Effective from’ date at the top of the terms accordingly

# Miscellaneous

# Entire agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of the Agreement. Go1 rejects additional legal terms included by you on a purchase order.

# Survival. All parts of these Customer Terms, which by their nature should survive termination, will survive termination or expiration, including accrued rights to payment, confidentiality obligations, warranty disclaimers and limitations of liability, and miscellaneous.

# Injunctive Relief. Actual or threatened breach of certain sections of this Agreement (such as, without limitation, provisions on intellectual property (including ownership), license, privacy, and confidentiality) may cause immediate, irreparable harm that is difficult to calculate and cannot be remedied by the payment of damages alone. Either party will be entitled to seek preliminary and permanent injunctive relief and other equitable relief for any such breach.

# Waiver/Modification. Neither party’s waiver of the breach of any provision constitutes a waiver of that provision in any other instance. This Agreement may not be modified nor any rights under it waived, in whole or in part, except in writing signed by the parties.

# Severability If any term of this Agreement is held invalid or unenforceable for any reason, the remainder of the term and this Agreement will continue in full force and effect.

# Feedback. During this Agreement, we may solicit you or End Users for feedback regarding the Services or Go1 Content, including without limitation comments or suggestions regarding the possible creation, modification correction, improvement or enhancement of the Services, software, or content (collectively “Feedback”). You agree that any information disclosed by us during the discussion related to Feedback shall be considered our Confidential Information. Feedback incorporated into any Services, Go1 Content, and materials are hereby irrevocably assigned to Go1, where applicable, as well as any of the modifications, or extensions of the above, whenever or wherever developed.

# Beta Functionality. During the License Term, you may participate in testing services prior to their general availability. Your use of the beta functionality is at your own risk and any liability or claims arising from your use is expressly disclaimed by us. Any information you share during a beta trial or similar test case will be considered Feedback.

# Assignment. The Agreement is not assignable, transferable or able to be sub-licensed by you except with our prior written consent, which shall not be unreasonably withheld. We may transfer and assign any of our rights and obligations under the Agreement and may novate and sub-license any of its rights or obligations under the Agreement.

# Force Majeure. Neither party is liable for failure to perform its obligations under this Agreement (except for any payment obligations), to the extent the performance is delayed, prevented, restricted or interfered with as a result of any events, circumstances, or causes beyond reasonable control (including without limitation fire, flood, acts of God, interruption or failure of utility or telecommunications service, or hosting provider, denial of service attacks or other malicious conduct, government actions, acts of terrorism, labor disputes or other similar events.

# Relationship of the parties. Nothing in this Agreement is intended to constitute a fiduciary relationship, agency, joint venture, partnership, or trust between the parties. No party has authority to bind the other party.

# Use of Logos; Publicity. You consent for Go1 to make media releases, public announcements and public disclosures relating to your use of the Services or Go1 content, including using your name or trademarks, service marks or logos, including promotional or marketing material. Go1 will ensure that publicity materials referring to you remain current and accurate, and you reserve the right to provide written notice to Go1 to update or remove any such publicity. Go1 will promptly comply with such notice.

# Notices. Any notice given under this Agreement must be in writing, in English, by email to the following addresses (or addresses notified in writing by either Party): (A) to Go1 at legal@go1.com and (B) to you at your email address stated on the Order Form, or at your registered address.

# Rights of third parties. Each of Go1’s Affiliates may enforce any provision of the Agreement as if it were Go1.This Agreement does not give rise to any rights to third parties to enforce the same, including under the Contracts (Rights of Third Parties) Act 1999 (UK).

* 1. **Governing Law;** **Jurisdiction**. These Customer Terms and the Agreement are governed by the laws of the Applicable Jurisdiction and the parties irrevocably submit to the exclusive jurisdiction of the courts of the Applicable Jurisdiction.
	2. **Export Control**. The Services may be subject to export and/or re-export control laws and regulations of the European Union (“EU”), the United States of America (“US”), or to similar laws applicable in other jurisdictions. You warrant that:
1. You are not located in any country to which the EU and/or the US have embargoed goods or have otherwise applied any economic sanctions; and
2. You are not:
3. a denied party as specified in any applicable export and/or re-export laws and regulations of the EU, the US, or in similar laws applicable in other jurisdictions; or
4. otherwise listed on any EU and/or US government list of prohibited or restricted parties. You shall not and shall not allow any End User to export or re-export, directly or indirectly, any Services or technical data or any copy, portions or direct product thereof in breach of any applicable laws and regulations or this Agreement.

# Definitions

**Affiliate** meansany entity, individual, firm or corporation, directly or indirectly through one or more intermediaries, controlled by or under common control by Go1.

**Acceptable Use Policy** means Go1’s acceptable use policy at [www.go1.com/terms/acceptable-use-policy](http://www.go1.com/terms/acceptable-use-policy).

**App** means any application or interface in which the Go1 Content and Services are accessible.

**Applicable Data Protection Laws** means all applicable laws, regulations, regulatory guidance, or requirements in any jurisdiction relating to data protection, privacy, or confidentiality of Personal Data including but not limited to (a) the EU General Data Protection Regulation (EU) 2016/679 (“GDPR”) together with any transposing, implementing or supplemental legislation, and (b) the California Consumer Privacy Act (“CCPA”).

**Applicable Jurisdiction** means any of the following jurisdictions:

1. England and Wales, if the Services are supplied in any country within the United Kingdom or Europe;
2. the State of Delaware in the United States of America, if the Services are supplied in the United States of America;
3. Singapore, if the Services are supplied in any country within Southeast Asia; and
4. the State of Queensland, Australia, if the Services are supplied in any country other than the United Kingdom, Europe, the United States of America, or any country within Southeast Asia.

**Blinkist App** means the Blinkist mobile and web application operated by Blinks Labs GmbH, a Go1 company.

**Claim** means a claim, action, complaint, or legal regulatory body, administrative or judicial proceeding filed against or made to a Party.

**Confidential** Informationmeans non-public or proprietary information about a disclosing party’s business related to technical, commercial, financial, or planning information that is disclosed by the disclosing party to the other party in connection with this Agreement, which (i) is marked “confidential” or “proprietary” at the time of disclosure by the disclosing party, or (ii) by its nature or content is reasonably distinguishable as confidential or proprietary to the party receiving the Confidential Information. The terms and conditions of this Agreement will be deemed Confidential Information of Go1 without any marking or further designation. Any Customer Data will be deemed Confidential Information of customer without any marking or further designation. “Confidential Information” does not include information that: (1) has become public knowledge through no fault of the receiving party; (2) was known to the receiving party, free of any confidentiality obligations, before its disclosure by the disclosing party; (3) becomes known to the receiving party, free of any confidentiality obligations, from a source other than the disclosing party; or (4) is independently developed by the receiving party without use of Confidential Information.

**Content Partner** means the author, designer, creator or provider of a Course. Current list of Content Partners is listed here: [www.go1.com/terms/content-providers-entity](http://www.go1.com/terms/content-providers-entity).

**Course** means a training course or other resource for instructing, educating, training, learning and tutoring, including mobile applications and related and supporting materials developed for purposes of being accessed through the Services.

**CPI** means the percentage change in the Consumer Price Index for the twelve (12) month period most recently published by the applicable government body in the Applicable Jurisdiction prior to the relevant renewal date.

**Customer Data** means data provided by you to Go1 to enable the provision of the Services and expressly excludes Go1 intellectual property including any intellectual property in the Services.

**Data Processing Agreement** means the applicable Data Processing Agreement found at [www.go1.com/terms/dpa](https://www.go1.com/terms/dpa) or as otherwise agreed by the parties.

**End User** means a user or learner of the Services or library of content therein.

**Equipment** includes modems, hardware, servers, software, operating systems, networking, telecommunications and web servers.

**Go1** means:

1. Go1 USA LLC, a company incorporated in the State of Delaware whose registered office is 8 The Green, STE R, Dover 19901, if the Applicable Jurisdiction is the State of Delaware in the United States of America;
2. Go1 UK Learning Limited, registered in England and Wales with company number 11867333 and whose registered office is at 1st Floor West Davidson House, Forbury Square, Reading, Berkshire, RG1 3EU, and whose contact email address is as set out in the Order Form or otherwise as notified to you as part of the Services, if the Applicable Jurisdiction is England and Wales;
3. Go1 Pty Limited (ACN 134 998 020) of Units 4 & 5, 2908 Logan Road, Underwood, Queensland, Australia, 4119, if the Applicable Jurisdiction is the State of Queensland, Australia;
4. GO1 Vietnam Company Limited, if the Applicable Jurisdiction is Vietnam;
5. Go1 Singapore PTE. LTD, if the Applicable Jurisdiction is Singapore; or
6. GO1 Learning (M) SDN BHD, if the Applicable Jurisdiction is Malaysia.

**Go1 Content** means content, licensed by Go1 and published, or otherwise provided by or through Go1, including through the Website or the App developed by a Content Partner.

**Implementation Services** means that part of the Services, including any training that Go1 may offer at its discretion, provided by Go1 to enable you to commence accessing and using the Courses.

**Privacy Policy** means the Go1 Privacy Policy available here: [www.go1.com/terms/privacy-policy](http://www.go1.com/terms/privacy-policy) ; and when using the Blinkist App as part of Go1 Premium Pro, the Blinkist Privacy Policy available at: <https://www.blinkist.com/en/privacy>.

**Product Description** means, the description of the applicable Services including licensing metrics and limitations available here: [www.go1.com/terms/product-description](http://www.go1.com/terms/product-description).

**Service Capacity** means the number of paid Licensed Users as set out in an applicable order form and any applicable storage limitations.

**Services** means all services provided by Go1 to you and/or the End User via the Website, the App or other means in order to allow you and End Users to access the Courses.

**Software** means the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services, Website, or App or any software, documentation, or data related to the Services.

**Trial Period** means a free of charge testing period for the Go1 Services, the terms of which are entirely at the discretion of Go1. The Trial Period can be amended, limited, or terminated by Go1 at any time in its absolute discretion.

**User Terms** means Go1’s User Terms as amended from time to time, and available at [www.go1.com/terms/user-terms](http://www.go1.com/terms/user-terms); and when using the Blinkist App as part of Go1 Premium Pro, includes the Blinkist End User Terms available at: <https://www.blinkist.com/en/tos>.

**Website** means Go1’s website at [www.go1.com/](http://www.go1.com/).