

SCHEDULE 1

END USER TERMS AND CONDITIONS

Website terms and conditions of supply

PRORIM COURSE

WEBSITE TERMS AND CONDITIONS OF SUPPLY

[Explanatory note: These are the main terms that individual end users need to agree to before access will be granted. These will need to be in the same language as the site to which they relate. Where end users are provided access via their employer, these terms will not be appropriate as the contract will be between the Reseller and the individual employer.]

This page (together with the documents referred to on it) tells you the terms and conditions on which we supply any of the Services (“**Services**”) listed on our website www.airmic.com (“**Our Site**”) to you. Please read these terms and conditions carefully before ordering any Services from Our Site. You should understand that by ordering any of our Services, you agree to be bound by these terms and conditions.

You should print a copy of these terms and conditions for future reference.

Please click on the button marked "I Accept" at the end of these terms and conditions if you accept them. Please understand that if you refuse to accept these terms and conditions, you will not be able to order any Services from Our Site.

1 INFORMATION ABOUT US

1.1 *Jwww.airmic.com* is a site operated by *Reseller name* (“**we**”). We are registered in England and Wales under company number **1345758** and with our registered office at 6 Lloyd’s Avenue London EC3N 3AX. Our main trading address is 6 Lloyd’s Avenue London EC3N 3AX. Our VAT number is 228 6997 09

2 YOUR STATUS

By placing an order through Our Site, you warrant that:

2.1 You are legally capable of entering into binding contracts; and

2.2 You are at least 18 years old.

3 **HOW THE CONTRACT IS FORMED BETWEEN YOU AND US**

3.1 After placing an order, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy a Service. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you a confirmation e-mail that confirms that the Services will be provided (the “**Confirmation**”). The contract between us (“**Contract**”) will only be formed when we send you the Confirmation.

3.2 The Contract will relate only to those Services that we have confirmed in the Confirmation. We will not be obliged to provide any other Services which may have been part of your order until the confirmation that the Services will be provided is made in a separate Confirmation.

4 **CONSUMER RIGHTS**

4.1 If you are contracting as a consumer, you may cancel a Contract at any time within seven working days, beginning on the day after the date upon which you register with us- (for the avoidance of doubt, you shall be deemed registered upon dispatch of the email from us titled “Welcome to the PRORIM Strategy Module”) provided that you have not by such time started to use the Prorim course. Where you do validly cancel a Contract, you will receive a full refund of the price paid for the Services in accordance with our refunds policy (set out in paragraph 9 below).

4.2 To cancel a Contract, you must inform us in writing by email.

4.3 Details of this statutory right, and an explanation of how to exercise it, are provided in the Confirmation. This provision does not affect your statutory rights.

5 **AVAILABILITY AND DELIVERY**

5.1 Your order will be fulfilled by the delivery date set out in the Confirmation or, if no delivery date is specified, then within 30 days of the date of the Confirmation, unless there are exceptional circumstances.

5.2 You will have access to the Services for a period of 6 months from registration with the Reseller.

5.3 Where the Services are unavailable for a period of in excess of 24 hours, for each period of 24 hours and each period up to 24 hours after the initial

24 hours, the period of Services access shall be extended by 48 hours so that if the Services are unavailable for 36 hours, you shall have access to the Services for an additional 96 hours.

5.4 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use. You are responsible for ensuring that all persons who access Our Site through your internet connection are aware of these terms, and that they comply with them.

5.5 When using our site, you must comply with the provisions of our **acceptable use policy**.

6 **INTELLECTUAL PROPERTY RIGHTS**

6.1 We are the owner or the licensee of all intellectual property rights in Our Site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

6.2 You may print off one copy, and may download extracts, of any page(s) from Our Site for your personal reference and you may draw the attention of others within your organisation to material posted on Our Site.

6.3 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

6.4 Our status (and that of any identified contributors) as the authors of material on Our Site must always be acknowledged.

6.5 You must not use any part of the materials on Our Site for commercial purposes without obtaining a licence to do so from us or our licensors.

6.6 If you print off, copy or download any part of Our Site in breach of these terms of use, your right to use Our Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

7 **INFORMATION ABOUT YOU AND YOUR VISITS TO OUR SITE**

We process information about you in accordance with our **privacy policy**. By using Our Site, you consent to such processing and you warrant that all data provided by you is accurate.

8 **PRICE AND PAYMENT**

8.1 The price of any Services will be as quoted on Our Site from time to time, except in cases of obvious error.

8.2 These prices exclude VAT.

8.3 Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Confirmation.

8.4 Our Site contains a large number of Services and it is always possible that, despite our best efforts, some of the Services listed on Our Site may be incorrectly priced. We will normally verify prices as part of our confirmation procedures so that, where a Service's correct price is less than our stated price, we will charge the lower amount when providing the Service to you. If a Service's correct price is higher than the price stated on Our Site, we will normally, at our discretion, either contact you for instructions before providing the Service, or reject your order and notify you of such rejection.

8.5 We are under no obligation to provide the Service to you at the incorrect (lower) price, even after we have sent you a Confirmation, if the pricing error is obvious and unmistakeable and could have reasonably been recognised by you as a mis-pricing.

8.6 Payment for all Services purchased on Our Site must be by credit or debit card or through PayPal. If you wish to pay for Services via BACS please contact us on *reseller email*. Where payment methods other than PayPal are used, we may levy a charge to cover any additional costs incurred.

9 **OUR REFUNDS POLICY**

9.1 If you think you are entitled to a refund (for instance, because you have cancelled the Contract between us, or have notified us in accordance with paragraph 16 that you do not agree to any change in these terms and conditions or in any of our policies, or because you claim that the Service is materially defective), we will investigate the matter and will notify you of your refund via e-mail within a reasonable period of time. We will usually refund any money received from you using the same method originally used by you to pay for your purchase. We will usually process the refund due to you as soon as possible and, in any case, within 30 days of the day we

received your cancellation or the day we confirmed to you via e-mail that you were entitled to a refund.

9.2 Services in respect of which you claim a refund because of a material defect will be refunded in full.

10 **OUR LIABILITY**

10.1 We warrant to you that any Service purchased from us through Our Site will be of satisfactory quality and all other conditions, warranties and other terms which might otherwise be implied by statute or at common law are expressly excluded.

10.2 Our liability in connection with any Service purchased through Our Site is strictly limited to the purchase price of that Service.

10.3 This does not include or limit in any way our liability:

10.3.1 For death or personal injury caused by our negligence;

10.3.2 Under section 2(3) of the Consumer Protection Act 1987;

10.3.3 For fraud or fraudulent misrepresentation; or

10.3.4 For any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

10.4 We accept no liability for any loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, waste of management or office time or for any indirect or consequential loss or damage of any kind however arising and whether arising in tort (including negligence), breach of contract or otherwise, even if foreseeable.

10.5 Where Our Site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

11 **WRITTEN COMMUNICATIONS**

Applicable laws require that some of the information or communications we send to you should be in writing. When using Our Site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication

and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

12 NOTICES

All notices given by you to us must be given to **Reseller name** at **reseller site address**. We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in paragraph 11. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail that such e-mail was sent to the specified e-mail address of the addressee.

13 TRANSFER OF RIGHTS AND OBLIGATIONS

13.1 The contract between you and us is binding on you and us and on our respective successors and assigns.

13.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

13.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

14 EVENTS OUTSIDE OUR CONTROL

14.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control ("**Force Majeure Event**").

14.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

14.2.1 Strikes, lock-outs or other industrial action.

14.2.2 Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.

- 14.2.3 Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
- 14.2.4 Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- 14.2.5 Impossibility of the use of public or private telecommunications networks.
- 14.2.6 The acts, decrees, legislation, regulations or restrictions of any government.

14.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

15 **WAIVER**

15.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

15.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

15.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with paragraph 12 above.

16 **SEVERABILITY**

If any of these terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

17 **ENTIRE AGREEMENT**

17.1 These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

17.2 We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.

17.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

18 **OUR RIGHT TO VARY THESE TERMS AND CONDITIONS**

18.1 We have the right to revise and amend these terms and conditions from time to time.

18.2 You will be subject to the policies and terms and conditions in force at the time that you order products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Services).

19 **LAW AND JURISDICTION**

Contracts for the purchase of Services through Our Site will be governed by English law. Any dispute arising from, or related to, such Contracts shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.

Website acceptable use policy

PRORIM COURSE

WEBSITE ACCEPTABLE USE POLICY

Explanatory Note: This is intended to ensure that end users do not use the site in a way which might give rise to liability for the Reseller, e.g. by posting unlawfully copied materials.

1 INTRODUCTION

1.1 This acceptable use policy sets out the terms between you and us under whom you may access the website *reseller site address* (“**Our Site**”). This acceptable use policy applies to all users of, and visitors to, Our Site.

1.2 Your use of Our Site means that you accept, and agree to abide by, all the policies in this acceptable use policy, which supplement our website’s **terms and conditions**.

1.3 *www.airmic.com* is a site operated by *reseller name* (“**we**”). We are registered in England and Wales under company number 1345758 and with our registered office at 6 Lloyd’s Avenue, London EC3N 3AX Our main trading address is 6 Lloyd’s Avenue, London EC3N 3AX. Our VAT number is 228 6997 09

2 PROHIBITED USES

2.1 You may use Our Site only for lawful purposes. You may not use Our Site:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our **content standards**.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware. We will report any breach of this prohibition to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them.

In the event of such a breach, your right to use Our Site will cease immediately.

2.2 You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of Our Site in contravention of the provisions of our website **terms and conditions**.
- Not to access without authority, interfere with, damage or disrupt:
 - any part of Our Site;
 - any equipment or network on which Our Site is stored;
 - any software used in the provision of Our Site;
 - any equipment or network or software owned or used by any third party; or
- That any material you upload to Our Site will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to Our Site constitutes a violation of their intellectual property rights, or of their right to privacy.

2.3 We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of Our Site.

2.4 We have the right to remove any material or posting you make on Our Site if, in our opinion, such material does not comply with the content standards set out in this policy.

3 **CONTENT STANDARDS**

3.1 These content standards apply to any and all material which you contribute to Our Site (“**contributions**”), and to any interactive services associated with it.

3.2 You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any contribution as well as to its whole.

3.3 Contributions must:

- Be accurate (where they state facts).
- Be genuinely held (where they state opinions).

- Comply with applicable law in the UK and in any country from which they are posted.

3.4 Contributions must not:

- Contain any material which is defamatory of any person.
- Contain any material which is obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from us, if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

4 **SUSPENSION AND TERMINATION**

4.1 We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of Our Site. When a breach of this policy has occurred, we may take such action as we deem appropriate.

4.2 Failure to comply with this acceptable use policy constitutes a material breach of Our Site's **terms and conditions** upon which you are permitted to use Our Site, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use Our Site.
- Immediate, temporary or permanent removal of any posting or material uploaded by you to Our Site.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

4.3 We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

5 **CHANGES TO THE ACCEPTABLE USE POLICY**

We may revise this acceptable use policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this acceptable use policy may also be superseded by provisions or notices published elsewhere on Our Site.

Website privacy Policy

PRORIM COURSE

PRIVACY POLICY

Explanatory Note:- This is the privacy policy that end-users will be presented with when first logging on. This will be part of all sites and mini-sites that are delivered by RPO and should not be amended or varied without consent.

1 **INTRODUCTION**

1.1 *[Reseller name* (“we”) are committed to protecting and respecting your privacy.

1.2 This policy (together with our **terms and conditions** and any other documents referred to on it) sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it.

1.3 For the purpose of the Data Protection Act 1998 (the “**Act**”), the data controller is *Reseller name* of 6 Lloyd’s Avenue, London EC3N 3AX

2 **INFORMATION WE MAY COLLECT FROM YOU**

2.1 We may collect and process the following data about you:

- Information that you provide by filling in forms on Our Site www.airmic.com (“**Our Site**”). This includes information provided at the time of registering to use Our Site, subscribing to our service, posting material or requesting further services. We may also ask you for information when you report a problem with Our Site.
- If you contact us, we may keep a record of that correspondence.
- We may also ask you to complete surveys that we use for research purposes, although you do not have to respond to them.
- Details of your visits to Our Site including, but not limited to, traffic data, location data, weblogs and other communication data, and the resources that you access.

3 **IP ADDRESSES AND COOKIES**

3.1 We may collect information about your computer, including where available your IP address, operating system and browser type, for system administration. This is statistical data about our users' browsing actions and patterns, and does not identify any individual.

3.2 Your progress on the course is monitored to provide assurance that you have completed all the sessions, an important control where CPD points or where the student needs to demonstrate evidence of study. This monitoring is done by a member of staff at Airmic. You may request that the monitoring system be de-activated for you, and if you do not do so, you will be assumed to be in agreement that the results of the monitoring activity be made available to your organisation and/or employer. No results of your progress will be given to any other organisation except in aggregate, such as confirming the number of students who have completed the course.

4 **WHERE WE STORE YOUR PERSONAL DATA**

4.1 The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area (“**EEA**”). It may also be

processed by staff operating outside the EEA who work for us or for one of our suppliers or subcontractors. Such staff maybe engaged in, among other things, the provision of the services, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.

4.2 All information you provide to us is stored on our secure servers. Any payment transactions will be encrypted using SSL technology. Where we have given you (or where you have chosen) a password which enables you to access certain parts of Our Site, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

4.3 Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to Our Site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

5 **USES MADE OF THE INFORMATION**

5.1 We use information held about you in the following ways:

- To ensure that content from Our Site is presented in the most effective manner for you and for your computer.
- To provide you with information, products or services that you request from us or which we feel may interest you, where you have consented to be contacted for such purposes.
- To carry out our obligations arising from any contracts entered into between you and us.
- To allow you to participate in interactive features of our service, when you choose to do so.
- To notify you about changes to our service.

5.2 If you are an existing customer, we will only contact you by electronic means (e-mail or SMS) with information about goods and services similar to those which were the subject of a previous sale to you.

5.3 If you are a new customer, we and our partners Risk Publishing Online Limited and MustHaveKnowledge Limited will contact you by electronic means only if you have consented to this.

5.4 If you do not want us to use your data in this way, please tick the relevant box situated on the form on which we collect your data (the [order form **OR** registration form] [*Note: delete as applicable*]).

6 **DISCLOSURE OF YOUR INFORMATION**

6.1 We may disclose your personal information to any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries, as defined in section 736 of the UK Companies Act 1985.

6.2 We may disclose your personal information to third parties:

- In the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets.
- If **Reseller name** or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.
- If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our terms and conditions of supply of goods and/or services and other agreements; or to protect the rights, property, or safety of **reseller name** our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.
- If we have subcontracted all or part of the services to such third party.

7 **YOUR RIGHTS**

7.1 You have the right to ask us not to process your personal data for marketing purposes. We will usually inform you (before collecting your data) if we intend to use your data for such purposes or if we intend to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms we use to collect your data. You can also exercise the right at any time by contacting us at www.airmic.com.

7.2 Our site may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

8 ACCESS TO INFORMATION

The Act gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act. Any access request may be subject to a fee (currently £10 (Euro 15)) to meet our costs in providing you with details of the information we hold about you.

9 CHANGES TO OUR PRIVACY POLICY

Any changes we may make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by e-mail.

10 CONTACT

Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to Reseller email address Telephone terms and conditions of supply

PRORIM COURSE

TELEPHONE TERMS AND CONDITIONS OF SUPPLY

This is to be included with any invoice when the sale has been made by telephone

This page (together with the documents referred to on it) tells you the terms and conditions on which we supply the Services to you. Please read these terms and conditions carefully before ordering any Services from us. You should understand that by ordering any of our Services, you agree to be bound by these terms and conditions.

You should retain a copy of these terms and conditions for future reference.

Please sign a copy of these terms and conditions if you accept them and return the signed copy with your order form. Please understand that if you refuse to accept these terms and conditions, you will not be able to order any Services from us.

20 DEFINITIONS

20.1 In these terms and conditions, the following terms shall have the following meanings:

20.1.1 Our Site: means reseller domain name a website operated by *reseller name*

20.1.2 Services: means provision of access to the Prorim online management training tool.

21 **INFORMATION ABOUT US**

21.1 Reseller company number, registered office, main trading address and VAT number

22 **YOUR STATUS**

By placing an order with us, you warrant that:

22.1 You are legally capable of entering into binding contracts; and

22.2 You are at least 18 years old.

23 **HOW THE CONTRACT IS FORMED BETWEEN YOU AND US**

23.1 Your order constitutes an offer to us to buy a Service. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you a confirmation e-mail that confirms that the Services will be provided (the “**Confirmation**”). The contract between us (“**Contract**”) will only be formed when we send you the Confirmation.

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24.2 To cancel a Contract, you must inform us in writing by email.

24.3 Details of this statutory right, and an explanation of how to exercise it, are provided in the Confirmation. This provision does not affect your statutory rights.

25 **AVAILABILITY AND DELIVERY**

- 25.1 Your order will be fulfilled by the delivery date set out in the Confirmation or, if no delivery date is specified, then within 30 days of the date of the Confirmation, unless there are exceptional circumstances.
- 25.2 You will have access to the Services for a period of 6 months from registration with the Reseller.
- 25.3 Where the Services are unavailable for a period of in excess of 24 hours, for each period of 24 hours and each period up to 24 hours after the initial 24 hours, the period of Services access shall be extended by 48 hours so that if the Services are unavailable for 36 hours, you shall have access to the Services for an additional 96 hours.
- 25.4 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use. You are responsible for ensuring that all persons who access Our Site through your internet connection are aware of these terms, and that they comply with them.
- 25.5 When using our site, you must comply with the provisions of our acceptable use policy set out at Schedule 1.

26 **INTELLECTUAL PROPERTY RIGHTS**

- 26.1 We are the owner or the licensee of all intellectual property rights in Our Site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 26.2 You may print off one copy, and may download extracts, of any page(s) from Our Site for your personal reference and you may draw the attention of others within your organisation to material posted on Our Site.
- 26.3 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 26.4 Our status (and that of any identified contributors) as the authors of material on Our Site must always be acknowledged.

26.5 You must not use any part of the materials on Our Site for commercial purposes without obtaining a licence to do so from us or our licensors.

26.6 If you print off, copy or download any part of Our Site in breach of these terms of use, your right to use Our Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

27 **INFORMATION ABOUT YOU AND YOUR VISITS TO OUR SITE**

We process information about you in accordance with our privacy policy as set out in Schedule 2. By using Our Site, you consent to such processing and you warrant that all data provided by you is accurate.

28 **PRICE AND PAYMENT**

28.1 The price of any Services will be as quoted on Our Site from time to time, except in cases of obvious error.

28.2 These prices exclude VAT.

28.3 Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Confirmation.

28.4 Our Site contains a large number of Services and it is always possible that, despite our best efforts, some of the Services listed on Our Site may be incorrectly priced. We will normally verify prices as part of our confirmation procedures so that, where a Service's correct price is less than our stated price, we will charge the lower amount when providing the Service to you. If a Service's correct price is higher than the price stated on Our Site, we will normally, at our discretion, either contact you for instructions before providing the Service, or reject your order and notify you of such rejection.

28.5 We are under no obligation to provide the Service to you at the incorrect (lower) price, even after we have sent you a Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing.

28.6 Services may be purchased by credit or debit card or via BACS we may levy a charge to cover any costs incurred.

29 **OUR REFUNDS POLICY**

29.1 If you think you are entitled to a refund (for instance, because you have cancelled the Contract between us, or have notified us in accordance with paragraph 16 that you do not agree to any change in these terms and

conditions or in any of our policies, or because you claim that the Service is materially defective), we will investigate the matter and will notify you of your refund via e-mail within a reasonable period of time. We will usually refund any money received from you using the same method originally used by you to pay for your purchase. We will usually process the refund due to you as soon as possible and, in any case, within 30 days of the day we received your cancellation or the day we confirmed to you via e-mail that you were entitled to a refund.

29.2 Services in respect of which you claim a refund because of a material defect will be refunded in full.

30 **OUR LIABILITY**

30.1 We warrant to you that any Service purchased from us will be of satisfactory quality and all other conditions, warranties and other terms which might otherwise be implied by statute or at common law are expressly excluded.

30.2 Our liability in connection with any Service purchased from us is strictly limited to the purchase price of that Service.

30.3 This does not include or limit in any way our liability:

30.3.1 For death or personal injury caused by our negligence;

30.3.2 Under section 2(3) of the Consumer Protection Act 1987;

30.3.3 For fraud or fraudulent misrepresentation; or

30.3.4 For any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

30.4 We accept no liability for any loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, waste of management or office time or for any indirect or consequential loss or damage of any kind however arising and whether arising in tort (including negligence), breach of contract or otherwise, even if foreseeable.

30.5 Where Our Site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

31 **WRITTEN COMMUNICATIONS**

Applicable laws require that some of the information or communications we send to you should be in writing. When using Our Site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

32 **NOTICES**

All notices given by you to us must be given to ***Reseller name at reseller email address***. We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in paragraph 11. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

33 **TRANSFER OF RIGHTS AND OBLIGATIONS**

33.1 The contract between you and us is binding on you and us and on our respective successors and assigns.

33.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

33.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

34 **EVENTS OUTSIDE OUR CONTROL**

34.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control ("**Force Majeure Event**").

- 34.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
- 34.2.1 Strikes, lock-outs or other industrial action.
 - 34.2.2 Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
 - 34.2.3 Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
 - 34.2.4 Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
 - 34.2.5 Impossibility of the use of public or private telecommunications networks.
 - 34.2.6 The acts, decrees, legislation, regulations or restrictions of any government.
- 34.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

35 **WAIVER**

- 35.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.
- 35.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.
- 35.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with paragraph 12 above.

36 **SEVERABILITY**

If any of these terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

37 **ENTIRE AGREEMENT**

37.1 These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

37.2 We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.

37.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

38 **OUR RIGHT TO VARY THESE TERMS AND CONDITIONS**

38.1 We have the right to revise and amend these terms and conditions from time to time.

38.2 You will be subject to the policies and terms and conditions in force at the time that you order products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Services).

39 **LAW AND JURISDICTION**

Contracts for the purchase of Services through Our Site will be governed by English law. Any dispute arising from, or related to, such Contracts shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.

I agree to the terms and conditions set out above.

This will be a tick box on the screen

SCHEDULE 1

PRORIM COURSE

WEBSITE ACCEPTABLE USE POLICY

Explanatory Note: This is intended to ensure that end users do not use the site in a way which might give rise to liability for the Reseller, e.g. by posting unlawfully copied materials.

6 INTRODUCTION

1.4 This acceptable use policy sets out the terms between you and us under which you may access the website *[insert Reseller's domain address]* (“**Our Site**”). This acceptable use policy applies to all users of, and visitors to, Our Site.

1.5 Your use of Our Site means that you accept, and agree to abide by, all the policies in this acceptable use policy, which supplement our website’s **terms and conditions**.

1.6 *[insert Reseller's domain address]* is a site operated by *[insert Reseller's Name]* (“we”). We are registered in England and Wales under company number *[insert Reseller's company number]* and with our registered office at *[insert Reseller's company address]*. Our main trading address is *[insert Reseller's trading address]*. Our VAT number is *[insert Reseller's VAT number]*.

1.7 We are regulated by *[insert Reseller's regulator as applicable]*.

1.8 *[insert any other applicable requirements to the Reseller's profession]*

7 PROHIBITED USES

7.1 You may use Our Site only for lawful purposes. You may not use Our Site:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our **content standards**.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware. We will report any breach of this prohibition to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use Our Site will cease immediately.

7.2 You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of Our Site in contravention of the provisions of our website **terms and conditions**.
- Not to access without authority, interfere with, damage or disrupt:
 - any part of Our Site;
 - any equipment or network on which Our Site is stored;
 - any software used in the provision of Our Site;
 - any equipment or network or software owned or used by any third party; or
- That any material you upload to Our Site will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to Our Site constitutes a violation of their intellectual property rights, or of their right to privacy.

7.3 We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of Our Site.

7.4 We have the right to remove any material or posting you make on Our Site if, in our opinion, such material does not comply with the content standards set out in this policy.

8 **CONTENT STANDARDS**

8.1 These content standards apply to any and all material which you contribute to Our Site (“**contributions**”), and to any interactive services associated with it.

8.2 You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any contribution as well as to its whole.

8.3 Contributions must:

- Be accurate (where they state facts).
- Be genuinely held (where they state opinions).
- Comply with applicable law in the UK and in any country from which they are posted.

8.4 Contributions must not:

- Contain any material which is defamatory of any person.
- Contain any material which is obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.

- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from us, if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

9 **SUSPENSION AND TERMINATION**

9.1 We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of Our Site. When a breach of this policy has occurred, we may take such action as we deem appropriate.

9.2 Failure to comply with this acceptable use policy constitutes a material breach of Our Site's **terms and conditions** upon which you are permitted to use Our Site, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use Our Site.
- Immediate, temporary or permanent removal of any posting or material uploaded by you to Our Site.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

9.3 We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

10 **CHANGES TO THE ACCEPTABLE USE POLICY**

We may revise this acceptable use policy at any time by amending this page. You are expected to check this page from time to time to take notice of any

changes we make, as they are legally binding on you. Some of the provisions contained in this acceptable use policy may also be superseded by provisions or notices published elsewhere on Our Site.

SCHEDULE 2

PRORIM COURSE

PRIVACY POLICY

Explanatory Note:- This is the privacy policy that end-users will be presented with when first logging on. This will be part of all sites and mini-sites that are delivered by RPO and should not be amended or varied without consent.

11 INTRODUCTION

11.1 *[insert Reseller name]* (“we”) are committed to protecting and respecting your privacy.

11.2 This policy (together with our **terms and conditions** and any other documents referred to on it) sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it.

11.3 For the purpose of the Data Protection Act 1998 (the “**Act**”), the data controller is *[insert Reseller’s name]* of *[insert Reseller’s address]*.

12 INFORMATION WE MAY COLLECT FROM YOU

12.1 We may collect and process the following data about you:

- Information that you provide by filling in forms on Our Site *[insert domain address]* (“**Our Site**”). This includes information provided at the time of registering to use Our Site, subscribing to our service, posting material or requesting further services. We may also ask you for information when you report a problem with Our Site.
- If you contact us, we may keep a record of that correspondence.
- We may also ask you to complete surveys that we use for research purposes, although you do not have to respond to them.

- Details of your visits to Our Site including, but not limited to, traffic data, location data, weblogs and other communication data, and the resources that you access.
- *[Note: set out any other data collected]*

13 **[IP ADDRESSES AND COOKIES]**

- 13.1 We may collect information about your computer, including where available your IP address, operating system and browser type, for system administration. This is statistical data about our users' browsing actions and patterns, and does not identify any individual.
- 13.2 Your progress on the course is monitored to provide assurance that you have completed all the sessions, an important control where CPD points or where the student needs to demonstrate evidence of study. This monitoring is done by a member of staff at [Reseller]. You may request that the monitoring system be de-activated for you, and if you do not do so, you will be assumed to be in agreement that the results of the monitoring activity be made available to your organisation and/or employer. No results of your progress will be given to any other organisation except in aggregate, such as confirming the number of students who have completed the course.

14 **WHERE WE STORE YOUR PERSONAL DATA**

- 14.1 The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area (“EEA”). It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers or subcontractors. Such staff maybe engaged in, among other things, the provision of the services, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.
- 14.2 All information you provide to us is stored on our secure servers. Any payment transactions will be encrypted using SSL technology. Where we have given you (or where you have chosen) a password which enables you to access certain parts of Our Site, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.
- 14.3 Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to Our Site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

15 USES MADE OF THE INFORMATION

15.1 We use information held about you in the following ways:

- To ensure that content from Our Site is presented in the most effective manner for you and for your computer.
- To provide you with information, products or services that you request from us or which we feel may interest you, where you have consented to be contacted for such purposes.
- To carry out our obligations arising from any contracts entered into between you and us.
- To allow you to participate in interactive features of our service, when you choose to do so.
- To notify you about changes to our service.

15.2 If you are an existing customer, we will only contact you by electronic means (e-mail or SMS) with information about goods and services similar to those which were the subject of a previous sale to you.

15.3 If you are a new customer, we and our partners Risk Publishing Online Limited and MustHaveKnowledge Limited will contact you by electronic means only if you have consented to this.

15.4 If you do not want us to use your data in this way, please tick the relevant box situated on the form on which we collect your data (the [order form **OR** registration form] [*Note: delete as applicable*]).

16 DISCLOSURE OF YOUR INFORMATION

16.1 We may disclose your personal information to any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries, [as defined in section 736 of the UK Companies Act 1985].

16.2 We may disclose your personal information to third parties:

- In the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets.
- If [*insert name of Reseller*] or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.
- If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply

our terms and conditions of supply of goods and/or services and other agreements; or to protect the rights, property, or safety of *[insert name of Reseller]*, our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

- If we have subcontracted all or part of the services to such third party.

17 **YOUR RIGHTS**

17.1 You have the right to ask us not to process your personal data for marketing purposes. We will usually inform you (before collecting your data) if we intend to use your data for such purposes or if we intend to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms we use to collect your data. You can also exercise the right at any time by contacting us at *[insert Reseller's email address]*.

17.2 Our site may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

18 **ACCESS TO INFORMATION**

The Act gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act. Any access request may be subject to a fee (currently £10 (Euro 15)) to meet our costs in providing you with details of the information we hold about you.

19 **CHANGES TO OUR PRIVACY POLICY**

Any changes we may make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by e-mail.

20 **CONTACT**

Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to *[insert Reseller's email address]*.

