

# AWEBB LEAD Learning Management System (LMS): Terms & Conditions

## 1. Access, Registration Details and Password Security

- a. Access to the core functionality and content of the LMS is provided to registered Learners whose Organisation has an agreement with AWEBB to use the system and online content.
- b. When Learners are registered to use the LMS we will require personal information that will be used to identify the Learner on the system. This will be provided by the Organisation or individual Learner and is usually in the form of a name and email address only.
- c. Where Learners leave an Organisation, it is the responsibility of the Organisation to inform AWEBB who will delete registration details of the account and deactivate it.
- d. Learners must not disclose their username or password to any other person and must make every effort to ensure that it is not disclosed.
- e. We reserve the right to change a learner's password at any time if we have reason to believe there has been, or is likely to be, a breach of security or misuse of the password.
- f. It is the Organisation's responsibility to ensure that the provided registration details are correct, and AWEBB accept no responsibility where Learners do not receive their login details or if they are incorrect. Where an Organisation or Learner advises AWEBB of incorrect login details, we will either amend them, or advise the representative of the Organisation who administrates the LMS to do so.

## 2. Availability of the System

- a. We aim to provide you with the best possible service, but we do not warrant that the service will be uninterrupted or error free. Although we will do all that we can to correct or put right any system issues, we accept no responsibility or liability in respect thereof. Our LMS partner TalentLMS report a 99% uptime of their system.
- b. We may need to suspend or restrict access to the LMS from time to time for maintenance or repair purposes. If we do so we will endeavour to inform you and to restore the service as soon as reasonably possible.

### 3. Right to restrict, suspend or terminate registration and access

- a. We reserve the right to restrict access to any part of the LMS to individuals.
- b. We reserve the right to prevent, suspend, or terminate your registration and/or access to the LMS if you breach any of these Terms and Conditions and/or otherwise at our absolute discretion.

### 4. General Disclaimer

- a. Considerable effort is made to ensure that all content created by us is legally accurate, up-to-date and complies with general operational procedures in the relevant country. However, we accept no responsibility or liability whatsoever with regard to the content on the LMS.
- b. The content does not constitute legal or any other type of professional advice and should not be relied upon for this purpose.
- c. To the fullest extent permitted by applicable law, you agree that AWEBB accept no responsibility or liability for any loss, damage or inconvenience, howsoever caused, arising from, or in connection with, any use of, or reliance placed upon, the information found on the LMS.

### 5. Intellectual Property Rights – Our Content

All Background Intellectual Property Rights shall remain the property of the party introducing the same. For the avoidance of doubt all Trademarks are part of the Background Intellectual Property of the respective party.

Learners shall not, and shall not assist, authorise or encourage any third party (without prior written consent) to;

- a. use any Background Intellectual Property Rights or Intellectual Property Rights owned by AWEBB or any other acknowledged third party, for any purpose other than the Purpose of accessing e-learning via the LMS under these terms and conditions;
- b. use or transmit any Background Intellectual Property Rights or Intellectual Property Rights owned by AWEBB, or any other acknowledged third party, on or to any other website or network;
- c. modify or create derivative works based on any Background Intellectual Property Rights (including the Trademarks) or Intellectual Property Rights owned by AWEBB, or any other acknowledged third party;
- d. use any Content or any part thereof, to provide services to third parties or allow any third party to have access to or use of the Content or any part thereof, for any purpose whatsoever, other than for demonstration purposes;
- e. remove or modify any AWEBB, or any other third party, marking of confidentiality, proprietary information, copyright notice or trademark contained within the LMS or on or in any of the Content;
- f. make copies of, or any modifications or enhancements to, any of the Services; or
- g. copy, reverse engineer, disassemble or decompile the Content or any portion thereof, nor permit any third party to do so.

The materials on the LMS (including but without limitation the text, artwork, graphics, photographs, film footage, trademarks and logos) are subject to copyright and/or other intellectual property rights. You agree to comply with our copyright notices.

## 6. Intellectual Property Rights – Your Content

As above, AWEBB agree to abide by copyright rules to content that is uploaded to our LMS by the Organisation, who retain ownership of their own content.

## 7. Links to Third Party Web Sites

We provide links to various third-party web sites. We are providing these links solely as a convenience. Such linked third-party sites are not under our control. We have not reviewed all of the sites and are not responsible or liable for the contents available at any such linked site. The appearance of a third-party link on this site does not imply our endorsement of the linked site, its sponsor or any products or services offered on the linked site. Use of any linked site is at your own risk.

## 8. License to Use

The Organisation and their Learners are granted a limited, non-exclusive, non-transferable licence to use the LMS.

This license is granted subject to the Learner and the Organisation complying with all the terms and conditions.

Organisations and Learners may not use the LMS to provide services to organisations outside of their own without our prior written permission.

Organisations and Learners may not use the LMS to facilitate income generation without prior written consent from us.

Unless otherwise agreed all individual e-learning course enrolments expire within 4 weeks from registration.

## 9. Data Protection

AWEBB stores and uses data within the Learning Management System in accordance with the General Data Protection Regulation. By agreeing to these terms and conditions, Learners consent to AWEBB holding and processing data in the ways described below.

The personal information of Learners is kept private and stored securely until a time it is no longer required or has no use, as detailed in the General Data Protection Regulation. No personal details are passed on to third parties nor shared with companies / people outside of AWEBB.

## 10. Personal Data

The personal data supplied by the Organisation and held by the LMS is handled as follows:

- a. First Name: this is used to identify the account holder for the purposes of account access, training management and communicating with the Learner.
- b. Last Name: this is used to identify the account holder for the purposes of account access, training management and communicating with the Learner.
- c. Email Address: this is used for the purposes of communicating with the learner.
- d. Training History: this data is created by the LMS and held for the purposes of training management.
- e. Rank: this is used for the purpose of training management.

Identifiable personal data is either provided by the Organisation or by the Learner when they create a user account.

Identifiable personal data is accessible by AWEBB only, but on request, they may give access to; the Learner and the Learner's Line Manager.

Identifiable personal data is never shared with outside organisations.

Identifiable personal data held in the LMS is never used to communicate with the Learner outside of the purposes of training provision or management.

Identifiable sensitive personal data is never passed to third-party organisations.

Where an account is closed, Personal data and sensitive personal data is completely removed from the LMS after six months.

Where a Learner or Organisation requests, we will remove personal data within a month of the written request.

## 11. Confidentiality

Learners shall not use, nor disclose to any third-party any confidential information. Any confidential information obtained from, or relating to, the disclosing party shall be the property of the disclosing party.

## 12. Amendments to Terms and Conditions

We may update or amend these Terms and Conditions from time to time. Any changes will be posted online within this file and will take effect from the date of posting. You are responsible for reviewing this file regularly to ensure you are aware of any changes made to the Terms and Conditions. Your continued use of the LMS after the changes have been posted means you agree to be legally bound by the new Terms and Conditions.

## 13. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of England & Wales and any disputes arising shall be subject to the exclusive jurisdiction of the courts of England and Wales.

#### 14. Terms Relating to E-Learning Course Content Provided Via Subscription

##### a) Warranty

The Content is provided in accordance with the agreement provided in this document. While we made reasonable effort on the accuracy of the Content to correctly present the research carried out in subject domains, *AWEBB* does not warrant the accuracy of such information.

Other than as expressly provided above the content is provided “as is” without representation, warranty or condition of any kind, either express or implied, including, but not limited to the implied representations, warranties or conditions of merchantability, or fitness for a particular purpose. *AWEBB* does not represent or warrant that the content will meet your requirements. The entire risk as to the quality and performance of the content is with you. However, by request and at no cost to you, we agree to provide alteration of content where an agreed typographical, spelling, grammar error or software ‘bug’ is identified.

##### b) Your Indemnification

You agree to indemnify, defend and hold *AWEBB*, its affiliates, its Content providers and their respective directors, officers, employees, shareholders, partners and agents (collectively, the “*AWEBB* Parties”) harmless from and against any and all claims, liability, losses, damages, costs and expenses (including reasonable legal fees on a solicitor and client basis) incurred by any *AWEBB* Party as a result of or in connection with any breach or alleged breach by you or anyone acting on your behalf of any of the terms of this Agreement.

##### c) Limitation of Liability

In no event shall *AWEBB* or any of its affiliates or content providers be liable for any incidental, indirect, punitive, exemplary or consequential damages whatsoever (including damages for loss of profits, interruption, loss of business information or any other pecuniary loss).

##### d) E-Learning Course Suitability

It is the Customer’s responsibility to refer to the range of e-learning courses provided by *AWEBB*, prior to subscribing, to ensure that the selected courses meet the required criteria. *AWEBB* provides professional course material based on comprehensive research, care and skill but accepts no liability if the selected programme is unsuitable for you or your participant requirements.

Signature:

Position:

Company: