

# **i2D2 LTD Terms and Conditions for the provision of access to the i2Comply Website and i2Comply Online Training**

This i2Comply website is owned and operated by i2D2 Limited, a company incorporated and registered in England and Wales with company number 05383029 whose registered office is at Kettering, NN15 5GR, UK ('i2D2', 'we' or 'us').

This Agreement sets out the terms and conditions between us and you for the provision of access to the i2Comply website and i2Comply Online Training (the Services) and is made between i2D2 and you the person or legal entity ('Customer', 'user' 'you' or 'your').

We agree to let you use the Service as described in this Agreement. Please read these terms carefully before using our website. Accessing any page of this website – other than the homepage - indicates that you accept these terms, regardless of whether or not you choose to make a purchase or register with us. If you do not accept these terms, do not use our website.

## **1. Purchase of Services/Licences**

Unless otherwise agreed with us, you will pay for licences upfront either online by card or on payment of an invoice that we will send to you.

### **1.1 Individual User Licences**

When one or more individual training licences are purchased, each licence is for a single user only. We do not permit a user to share their username and password with any other person(s).

Licences do not expire and are only 'used' when a user accesses the training for the first time.

Once accessed, there is no time limit for completing the training. On successful completion of the training you will have access to your certificate of completion.

A user will have access to the training – including any updates - for a minimum of 3 months after successful completion of the training. Retaking the assessment will not alter the details on the certificate, e.g. name of user, date of completion, recommended renewal.

### **1.2 Set Period Licences**

A set period licence does not restrict the number of users that you can add to the system during the agreed duration of the licence, e.g. 12 months. To ensure appropriate support and bandwidth is available, set period licences have a nominal number of users based on the anticipated maximum number of users during the period of the licence.

All users will have access to the training – including any updates – during the period of the licence.

Users will not be able to start training after the licence expires.

All users will have access to the training for a minimum of 3 months after successful completion of the training. Retaking the assessment will not alter the details on the certificate, e.g. name of user, date of completion, recommended renewal.

## **2. Refunds**

A description of the training is provided on the i2Comply website. A short demonstration of the workflows is also provided in the Help & Support section of the i2Comply website. These are free of charge to allow you to decide whether to go ahead with the purchase. Because of the nature of our products, it is not our policy to provide refunds for training once access has been made via your unique username.

Your username and password give you access to the training material and enables us to monitor usage by any individual. When a refund request is received, we reserve the right to track the usage by an individual (through his/her username).

No refund will be granted if an individual has viewed any of the training material that they have purchased.

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### **3. Username**

Each user must have a username that is unique within the i2Comply database. Occasionally a username you want to use might be taken by someone in another organisation. In this case it will be necessary to choose a different username for your user.

If you require a single-tenanted database for your users, please contact us to discuss options and costs.

### **4. Passwords**

Passwords are generated and assigned to users automatically when the user is added to the system database. The password can be changed by the user. Responsibility for the security of any passwords issued rests with you.

### **5. Use of Customer Data and Customer Information**

We use information collected to provide you with the Services.

We may use information collected to provide you with additional information about our services, partners, promotions, and events.

We may use information collected to improve our Services.

We do not share, sell, rent, or trade personally identifiable information with third parties for their promotional purposes.

We may share information collected with our Service Resellers.

We will not review, share, distribute, or reference any Customer Data except as described in this Agreement, or as may be required by law.

We may access Customer Data for the purposes of providing the Service, preventing or addressing service or technical problems, at your request in connection with Customer support matters, or as may be required by law.

### **6. Content**

Unless stated otherwise, the intellectual property rights and copyrights for all material displayed on our website (and contained in the online courses and materials accessed via our website) are owned by us or our licensors. You may download and print extracts from our website (or from the online courses accessed through our website) for your own personal, non-commercial purposes. You should not use any extracts from our website for any other purposes. Any rights not expressly granted in these terms and conditions are reserved.

No part of our website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our prior written permission. Any rights not expressly granted in these terms are reserved.

### **7. Material and Conduct**

You are prohibited from posting or transmitting to or from our website any material that is threatening, defamatory, obscene, or similar. You must have obtained all necessary licences and/or approvals before submitting any information. We reserve the right to remove any material from the website that we consider inappropriate or unsuitable.

We shall fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting inappropriate material.

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### **8. Third Party Websites**

Links to third party websites provided as part of our Services are solely for your convenience. If you use these links, you leave our website. We have not reviewed all of these third-party websites and do not control and are not responsible for these websites or their content or availability. We therefore do not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third-party websites linked to by our website, you do so entirely at your own risk.

### **9. Availability**

Whilst we aim to provide uninterrupted Service, we can't guarantee this as interruptions may be caused by factors beyond our reasonable control. In the event that our website is unavailable at any time and for any period (for whatever reason) we shall not be liable.

Wherever possible, we will provide advance warning of any known or planned interruptions and will try to ensure any interruption is kept as brief as possible.

### **10. Liability**

Save to the extent permitted by law, we (and any of our group companies and the officers, directors, employees, shareholders, sub-contractors or agents of any of them) exclude all liability and responsibility (including without limitation in respect of negligence) from any amount or kind of loss or damage arising out of or in connection with your use of this website.

We do not exclude or attempt to limit in any way our liability:

- for personal injury or death resulting from our negligence;
- for any matter for which it would be illegal for us to exclude or to attempt to exclude our liability; or
- for fraud or fraudulent misrepresentation.

Subject to the exclusions/limitations set out above, we shall not be liable to you for any indirect or consequential loss or damage of any nature whatsoever arising and whether caused in tort (including negligence), breach of contract or otherwise (even if foreseeable), any loss of income or revenue, loss of business, loss of profit of contracts, loss of anticipated savings, wasted third party costs, and/or loss of data, management or office time.

### **11. General**

We have the right to revise and amend these terms and conditions from time to time. You will be subject to the terms and conditions in force at the time that you access our website.

If any provision within these terms and conditions is held by any competent authority to be invalid or unenforceable (in whole or in part) the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected.

These terms and conditions (including in relation to any non-contractual obligations) shall be governed by and interpreted in accordance with English law and subject to the exclusive jurisdiction of the English courts