

IGS Training Modules Terms and Conditions

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1. Overview	1
2. How you may use our learning management platform	1
3. Your Obligations	2
4. Our Obligations	2
5. Prices	3
6. Our Disclaimer	3
7. Our Liability	3
8. We are not responsible for malware	3
9. No data mining or web scraping	3
10. Termination.....	4
11. How to cancel a purchase	4
12. How we may use your personal data.....	4
13. We own copyright on our content	4
14. Force Majeure	4
15. We may make changes to these Terms	5
16. English laws apply to any disputes	5

1. Overview

1.1. <https://www.informationgovernanceservices.com/> is a site operated by Information Governance Services Ltd (“We”). We are registered in England and Wales under company number 11779744 and our trading address is at Furlong House, 10A Chandos Street, London, W1G 9DQ, United Kingdom.

1.2. You can contact us at info@informationgovernanceservices.com.

1.3. Our Privacy Notice is accessible at www.informationgovernanceservices.com/privacy-notice/.

1.4. These Terms and Conditions govern your use of our website to access our learning management platform. When you purchase Courses or Modules from our website, these Terms and Conditions will apply to the sales.

1.5. In these Terms and Conditions, the following terms have the following meanings:

2. How you may use our learning management platform

- 2.1. After having paid the fees attached to a Course or a Module, the Student may search, view, print out and use material from the learning management platform for the purpose of completing the Course or Module in their own name;
- 2.2. From the date of first access to Module, your access to such Module will last for 6 months. From the date of first access to a Course, your access to such Course will last for 12 months.

3. Your Obligations

3.1. You must:

- use training assessments only for their own personal training; the Student may not use them for training other people;
- keep your account details safe and treat this information as confidential;
- inform the Company immediately should you leave the organisation responsible for paying your fees;

3.2. You must not:

- download or otherwise copy any materials nor use any part of our content for commercial purposes;
- disclose any content accessible on the learning management platform to anyone else;
- disclose your password to anyone else or permit anyone to access the learning management platform or a training assessment using your password;
- permit anyone else to answer questions in training assessments in your name;
- alter any part of our content; or
- assign or otherwise dispose of your or the Company's rights under these Terms and Conditions;

4. Our Obligations

- 4.1. The Company warrants that the Student will not infringe any third party rights by using the learning management platform.
- 4.2. The Company will take reasonable steps to ensure that access to our learning management platform is continuous and not interrupted for more than 5 working days in any 12-month period by any event in our control.
- 4.3. The Company reserves the right to:
 - make reasonable amendments to the Course, for example to keep the Course up to date, or to respond to feedback from students or external changes within industry practice, and
 - change the individuals responsible for organising or delivering the Course.
- 4.4. The Company will inform the Student about all Course amendments with as much notice as reasonably possible. If a Student reasonably believes that substantial Course amendments will have a material prejudicial effect on them, they may either terminate this agreement. In such a circumstance, any Fees already paid will be refunded in full to the Student and the Student may be entitled to compensation.

5. Prices

- 5.1. The prices for all Courses and Modules at the date of purchase are the prices set out on our website at www.informationgovernanceservices.com/training-modules/
- 5.2. The Company may vary these prices from time to time, which the Company will do by updating our website. Price changes will not be retrospective.
- 5.3. Payments are due to access the learning management platform. If you require any instalments, please contact directly info@informationgovernanceservices.com.
- 5.4. If a Student has their fees paid for by an external sponsoring organisation, the payments will be due in accordance with the payment terms set out in the invoice sent directly to the sponsoring organisation by the Company. In the event of non-payment of part or all fees by the sponsoring organisation, the outstanding amount will be invoiced to the Student and shall be payable within 14 days.

6. Our Disclaimer

- 6.1. You acknowledge that all implied warranties and conditions are excluded to the maximum extent permitted by law. The Student should note in particular:
 - Our content is not intended to constitute a definitive or complete statement of the law on any subject.
 - Our content is not intended to constitute legal advice in any specific situation.
 - Our content includes archived information and resources, which may be incorrect or out of date.

7. Our Liability

- 7.1. We only provide our learning management platform for private use. We have no liability to you for any loss of profit, loss of business or loss of opportunity.
- 7.2. This paragraph does not affect claims in respect of death or personal injury caused by negligence and does not limit or exclude any liability for fraudulent misrepresentation.

8. We are not responsible for malware

- 8.1. We do not guarantee that our website will be secure or free from any bugs or viruses. You are responsible for configuring your devices to access our platform securely. You should use your own virus protection software.
- 8.2. You must not misuse or website by knowingly introducing viruses, trojans, worms, or other any kind of malware or material that is malicious or harmful.
- 8.3. You must not attempt to gain unauthorised access to our learning management platform, the server on which our site is stored, or any server, machine, or database connected to our website.
- 8.4. You must not attach our website via any kind of attack. By breaching this provision you would commit a criminal offence under the Computer Misuse Act 1990. We will report such breach to the relevant law enforcement authorities.

9. No data mining or web scraping

You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to our site or any services provided via, or in relation to, our site.

10. Termination

- 10.1. Your access to the learning management platform will terminate if you are in material breach of any of its terms and if the breach is not remedied within the period of 10 calendar days after the Company has given you written notice of it. We have the right to disable any user identifier or password at any time if you have failed to comply with any provisions of these Terms and Conditions.
- 10.2. You are not required to delete training assessments you have completed on-line and, for the avoidance of doubt, you are not required to delete or destroy print-outs or copies from print-outs.
- 10.3. If your access has been disabled for any reason, you will no longer be entitled to use the learning management platform, access online materials, and submit assessments.

11. How to cancel a purchase

- 11.1. The Student can cancel their application for enrolment on the Course within 14 calendar days of paying the Fees (the "Cancellation Date").
- 11.2. To cancel the Course the Student must notify the Company in writing by e-mail at info@informationgovernanceservices.com.
- 11.3. Provided written notice of cancellation is received by the Company on or before the Cancellation Date, all Fees will be refunded to the Student within fourteen (14) days of receipt of the notice of cancellation. The Company recommends that the Student keeps a copy of any cancellation e-mail and any acknowledgement.

12. How we may use your personal data

We will process your personal data in accordance with data protection legislation and our Privacy Notice linked above.

13. We own copyright on our content

We are the owner or licensee of all intellectual property rights in our website and in the materials published on it. These works are protected by copyright laws and all such rights are reserved.

14. Force Majeure

- 14.1. The Company will do all that it reasonably can to provide the Courses and Modules as described on our website. The Company shall not be liable to Students for any failure or delay to deliver Courses or Modules arising from matters outside its control. This includes but is not limited to: industrial action which it is not within the capacity of the Company to resolve; severe weather, fire, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not), natural disaster, restrictions imposed by government or public authorities, epidemic or pandemic disease or failure of public utilities or transport systems/networks (a "Force Majeure Event"). The Company would normally expect such events to be short term, and it will

take steps to minimise any disruption a Force Majeure Event has on delivery of the Course or Module.

15. We may make changes to these Terms

We amend the Terms and Conditions from time to time. Every time you wish to buy from our learning management platform, please check these terms to ensure you understand the terms that apply at that time.

16. English laws apply to any disputes

This agreement is governed by English law and you submit to the non-exclusive jurisdiction of the English courts.