



Terms of Use

SERVICE & WEBSITE - Terms of Use and Notices Agreement between User and Proskills Global Limited.

Throughout this document the singular shall mean the plural and vice versa. The Proskills Global elearning.co.uk website is comprised of various websites and web pages operated by Proskills Global or its affiliates (collectively, the "Proskills Global websites").

The Proskills Global elearning.co.uk websites are offered to you conditional on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the Proskills Global elearning.co.uk websites constitute your agreement to all such terms, conditions, and notices.

In the event that any of the terms, conditions, and notices contained herein conflict with other terms and guidelines contained within any particular Proskills Global elearning.co.uk website, then these terms shall control.

Throughout this document Proskills Global will be referred to as "the Provider", whilst Proskills Global elearning.co.uk will be referred to as "the website".

Origin of Material

All material in this website, and in newsletters and bulletins, is supplied by Health and Safety Click on behalf of the Provider.

Where appropriate, direct quotes are used from Government websites. This applies particularly where Acts, Guidance Notes, Approved Codes of Practice and Industry Approved Codes of Practice are quoted. This is an acknowledgement of such use as required by the caveats to use information as expressed in the Open Government Licence for Public Sector Information.

<http://www.nationalarchives.gov.uk/doc/open-government-licence>

Privacy and Protection of Personal Information

See the **Privacy Policy**

Member Account, Password and Security

We require you to open an account. To do so you must complete the registration process by providing us with current, complete and accurate information as prompted by the applicable registration form.

You then choose or will be allocated a password and a username. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for all activities that occur under your account. You agree to notify the Provider immediately of any unauthorised use of your account or any other breach of security. The Provider will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by the Provider or another party due to someone else using your account or password. You may not use anyone else's account at any time, without the permission of the account holder.

Modification of these Terms of Use

The Provider reserves the right to change the terms, conditions, and notices under which the Provider Services are offered, including but not limited to the charges associated with the use of the website/Services. You are responsible for regularly reviewing these terms and conditions and additional terms posted on particular websites. Your continued use of the Provider website/Services constitutes your agreement to all such terms, conditions and notices.

Personal and Non-commercial Use Limitation

Unless otherwise specified, the website/services are for your personal and non-commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from the Provider website/Services.

Links to Third Party Sites

The Provider website/Services may contain links to third party websites (Linked Sites). The Linked Sites are not under the control of the Provider and that the Provider is not responsible for the content of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. The Provider is not responsible for web casting or any other form of transmission received from any Linked Site nor is the Provider responsible if the Linked Site is not working appropriately. The Provider is providing these links to you only as a convenience and the inclusion of any link does not imply endorsement by the Provider of the site or any association with its operators. You are responsible for viewing and abiding by the privacy statements and terms of use posted at the Linked Sites.

Any dealings with third parties (including advertisers) included within the Provider website/Services or participation in promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such dealings or promotions are solely between you and the advertiser or other third party. The Provider shall not be responsible or liable for any part of any such dealings or promotions.

No Unlawful or Prohibited Use

As a condition of your use of the Provider website/Services, you will not use the Provider website/Services for any purpose that is unlawful or prohibited by these terms' conditions, and notices. You may not use the Provider website/Services in any manner, which could damage, disable, overburden, or impair any the Provider website/Services (or the network(s) connected to any the Provider website/Services) or interfere with any other party's use and enjoyment of any the Provider website/Services. You may not attempt to gain unauthorised access to any of the Provider website/Services, other accounts, computer systems or networks connected to any of the Provider website/Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available the Provider website/Services.

Use of Services

The Provider website/Services may contain e-mail services, bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, photo albums, file cabinets and/or other message or communication facilities designed to enable you to communicate with others (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and, when applicable, related to the particular Communication Services. By way of example, and not as a limitation, you agree that when using Communication Services, you will not:

- Use the Communication Services in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless you own or control the rights thereto or have received all necessary consents to do the same.
- Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Services specifically allows such messages.
- Download any file posted by another user of Communication Services that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.

- Violate any code of conduct or other guidelines, which may be applicable for any particular one of the Communication Services.
- Harvest or otherwise collect information about others, including e-mail addresses.
- Violate any applicable laws or regulations. Create a false identity for the purpose of misleading others.
- Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of the Provider website/Services(s) or other user or usage information or any portion thereof.

The Provider has no obligation to monitor the Communication Services.

However, the Provider reserves the right to review materials posted to Communication Services and to remove any materials in its sole discretion. The Provider reserves the right to terminate your access to any or all of the Communication Services at any time, without notice, for any reason whatsoever.

The Provider reserves the right at all times to disclose any information as the Provider deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, at the sole discretion of the Provider.

Always use caution when giving out any personally identifying information about yourself or your family in any of the Communication Services. The Provider does not control or endorse the content, messages or information found in any of the Communication Services and, therefore, the Provider specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any of the Communication Services. Managers and hosts are not authorized the Provider spokespersons, and their views do not necessarily reflect those of the Provider.

Materials uploaded to any of the Communication Services may be subject to posted limitations on usage, reproduction and/or dissemination; you are responsible for adhering to such limitations if you download the materials.

Materials Provided to the Website or Posted at any Web Sites of The Provider

The Provider does not claim ownership of the materials you provide to the website (including feedback and suggestions) or post, upload, input or submit to any of the Provider website/Services or its associated services for review by the general public (each a Submission and collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting the Provider, its affiliated companies and necessary sub licensees permission to use your Submission in connection with the operation of its Internet businesses including, without limitation, the rights to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission and to publish your name in connection with your Submission.

No compensation will be paid with respect to the use of your Submission, as provided herein. The Provider is under no obligation to post or use any Submission

you may provide, and the Provider may remove any Submission at any time in its sole discretion.

By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

Software and Content Available through the Provider Website/Services

All content and software (if any) that is made available to view and/or download in connection with the Provider website/Services, excluding content and/or software that may be made available by end-users through "Communications Services" is owned by and is the copyrighted work of the Provider and/or its suppliers and is protected by copyright laws and international treaty provisions. Your use of the Software is governed by the terms of the end user License Agreement, if any, which accompanies or is included with the Software. You may not install or use any Software that is accompanied by or includes a License Agreement unless you first agree to the License Agreement terms.

For any Software not accompanied by a license agreement, the Provider hereby grants to you, the user, a revocable personal, non-transferable license to use the Software for viewing and otherwise using the particular Provider website/Services in accordance with these Terms of Use, and for no other purpose provided that you keep intact all copyright and other proprietary notices. Any reproduction or redistribution of the content and/or Software is expressly prohibited by law and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible. Without limiting the foregoing, copying or reproduction of the content or software to any other server or location for further reproduction or redistribution is expressly prohibited.

Liability Disclaimer

The information, software, products, and services included in or available through the Provider website/Services may include inaccuracies or typographical errors. Changes are periodically made to the Provider website/Services and to the information therein. The Provider and/or its respective suppliers may make improvements and/or changes in the Provider website/Services at any time. Advice received via the Provider website/Services should not be relied upon for personal, medical, and legal or financial decisions and you should consult an appropriate professional for specific advice tailored to your situation.

The Provider and/or its respective suppliers make no representations about the suitability, reliability, availability, timeliness, lack of viruses or other harmful components and accuracy of the information, software, products, services and related graphics contained within the Provider website/Services for any purpose.

All such information, software, products, services and related graphics are provided 'as is' without warranty of any kind. The Provider and/or its respective suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services and related graphics, including all

implied warranties and conditions of merchantability, fitness for a particular purpose, workmanlike effort, title and non-infringement.

You specifically agree that the Provider shall not be responsible for unauthorised access to or alteration of your transmissions or data, any material or data sent or received or not sent or received, or any transactions entered into through the Provider website/Services. You specifically agree that the Provider is not responsible or liable for any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights. You specifically agree that the Provider is not responsible for any content sent using and/or included in the Provider website/Services by any third party.

In no event shall the Provider and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the Provider website/Services, with the delay or inability to use of the Provider website/Services or related services, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the Provider website/Services, or otherwise arising out of the use of the Provider website/Services, whether based on contract, tort, negligence, strict liability or otherwise, even if the Provider or any of its suppliers has been advised of the possibility of damages. If you are dissatisfied with any portion of the Provider website/Services, or with any of these terms of use, your sole and exclusive remedy is to discontinue using the Provider website/Services.

General Terms Regarding Use and Storage

You agree that the Provider may establish limits concerning use of any service offered on an the Provider website, including without limitation, the maximum number of days that e-mail messages will be retained by the service, the maximum number of e-mail messages that may be sent from or received by an account on the service, the maximum size of an e-mail message that may be sent from or received by an account on the service, the maximum disk space that will be allotted on the Provider servers on your behalf, and the maximum number of times and duration you may access the service in a given period of time.

You agree that the Provider has no responsibility or liability for the deletion, corruption or failure to store any messages or other content maintained or transmitted by the service. You acknowledge that the Provider reserves the right to delete accounts that are inactive for an extended period of time.

The Provider makes no warranty that any service will be uninterrupted, timely, secure or error-free.

Termination/Access Restriction

The Provider reserves the right, in its sole discretion, to terminate your access to any or all of the Provider website/Services and the related services or any portion thereof at any time, without notice.

The Provider shall have no obligation to maintain any content or to forward any unread or unsent messages to you or any third party.

No SPAM; Damages

The Provider will immediately terminate any account, which it believes, in its sole discretion, is transmitting or is otherwise connected with any Spam or other unsolicited bulk email. In addition, because damages are often difficult to quantify, if actual damages cannot be reasonably calculated then you agree to pay the Provider liquidated damages of £10.00 (Sterling) for each piece of Spam or unsolicited bulk email transmitted from or otherwise connected with your account, otherwise you agree to pay the Provider actual damages, to the extent such actual damages can be reasonably calculated.

Language

It is the express will of the parties that this agreement and all related documents have been drawn up in English.

General

The laws of the United Kingdom govern this agreement. You hereby irrevocably consent to the exclusive jurisdiction and venue of courts in United Kingdom in all disputes arising out of or relating to the use of the Provider website/Services.

Use of the Provider website/Services is unauthorised in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and the Provider as a result of this agreement or use of the Provider website/Services. You agree to indemnify and hold the Provider, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim, demand, or damage, including reasonable legal fees, asserted by any third party due to or arising out of your use of or conduct on the Provider website/Services.

The Provider reserves the right to disclose any personal information about you or your use of the Provider website/Services, including its contents, without your prior permission if the Provider has a good faith belief that such action is necessary to:

(1) conform to legal requirements or comply with legal process; (2) protect and defend the rights or property of the Provider or its affiliated companies; (3) enforce the terms or use; or (4) act to protect the interests of its members or others. The Provider performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of the Provider right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Provider website/Services or information provided to or gathered by the Provider with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire

agreement between the user and the Provider with respect to the Provider website/Services and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and the Provider with respect to the Provider website/Services

Additional Terms

Subscription-based Content. Some contents and/or services on the website may be offered to you conditional on your purchase of a subscription. If you elect to purchase subscription-based content/Services and transmit to the Provider a subscription purchase request, you warrant that all information that you submit is true and accurate (including without limitation your credit card number and expiration date), and you agree to pay all subscription fees you incur plus all applicable taxes. If you have purchased an automatically renewing subscription, you will not be charged the monthly subscription fee after three months' notice of cancellation (but there are no refunds of subscription fees previously paid). No cancellation of access to free content and/or services or to non-renewing subscriptions is required. Your subscription is personal to you and the members of your household, and you may not transfer or make available your account name and password to others, including without limitation your co-workers. Any distribution by you of your account name and password may result in cancellation of your subscription without refund and in additional charges based on unauthorised use.

Fees & payment

The Provider reserves the right to charge listing fees for certain listings, as well as transaction fees based on certain completed transactions using the services. The Provider further reserves the right to alter any and all fees from time to time, without notice.

You shall be completely responsible for all charges, fees, duties, taxes, and assessments arising out of the use of the Services.

Copyright & Trademark Notices

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