



QUADRATICA

Terms of Use – Quad:CMS Course Delivery Platform

Effective: March 18th 2021

Please read these Terms of Use ("Terms") carefully as they form a contract between You and Quadratica (UK) Limited, a company incorporated in England and Wales registration number 07866175 whose registered office is at Europarc Innovation Centre, Innovation Way, Grimsby, South Humberside, DN37 9TT ("Us", "Our", "We").

These Terms (together with all documents which are referred to in it) set out the terms of use on which you may make use of our websites <https://training.quadratica.co.uk>, <https://avsec.quadratica.co.uk/> <https://portal.quadratica.co.uk> (our "Websites"), whether as a registered user or as a guest. Use of our Websites includes registering to use our website as well as accessing or browsing it.

We reserves the right to change these Terms at any time, effective upon the posting of modified Terms and We will make every effort to communicate these changes to You. It is likely these Terms will change over time. It is Your obligation to ensure that You have read, understood and agree to the most recent Terms.

If You do not accept or agree to these Terms, then you must not make use of the Websites.

1) Other Terms and Conditions

These terms of use also refer to the following additional terms, which also apply to your use of our website(s):

- Our **Privacy Notice**, which describes the terms on which any personal data we collect from you is processed, or that you provide to us. By making use of our websites, you agree to such processing and you warrant that all and any data that you provide is accurate.
- If you buy courses or any other goods from our websites, then our **Terms and Conditions of Supply** will be applicable to the sales.

2) Changes to our Websites

We do not provide a guarantee that our websites or the content on it will be free from omissions or errors.

We may change the content from time to time. Please note that from time to time some of our websites may be out of date and we are under no obligation to update it.

3) Website Provision

We shall make the Websites available to You on and subject to the content of these Terms.

We shall use commercially reasonable endeavours to make the Websites available twenty four hours a day, seven days a week, except for:

- planned maintenance carried out during the maintenance window of 10.00 pm to 6.00 am UK time; and
- unscheduled maintenance performed outside Business Hours, provided that We have used reasonable endeavours to give You at least 6 Business Hours' notice in advance.
- In the case of technical problems, You must make all reasonable efforts to investigate and diagnose problems before contacting Us. If You still need technical help, please email support@quadratica.co.uk or call +44 1472 898751

We will, at no additional cost to You provide You with Our standard customer support service during Business Hours in accordance with Our Support Service Policy described in paragraph 11. We may amend the Support Services Policy in its sole and absolute discretion from time to time.

You acknowledge that:

- We do not guarantee; the timeliness, completeness or performance of the Websites or any of the content of the Websites are free from bugs, defects, errors, omissions or inaccurate content;
- We do not warrant that the use of the Websites will be uninterrupted or error free or that information obtained by You through the Websites will meet Your requirements;
- We are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications, networks and facilities, including the internet, and You acknowledges that the Websites may be subject to limitations, delays and other problems inherent in the use of such communications facilities;
- You are responsible for assessing the suitability of the Websites for Your requirements and for ensuring that they will be suitable for any particular purpose.





QUADRATICA

4) Your Obligations

You shall:

- provide Us with all necessary co-operation in relation to these Terms
- comply with all applicable laws and regulations with respect to its activities under these Terms;
- carry out all Your other responsibilities set out in these Terms in a timely and efficient manner. In the event of any delays in Your provision of such assistance as agreed by the parties, We may adjust any agreed timetable or delivery schedule as reasonably necessary.

5) Account and Password

If you are provided with or choose a password, identification code or other piece of information as part of our security procedures then you are required to treat that information as confidential and must not disclose it to a third party.

We have the right to disable any password or identification code, if in our reasonable opinion you have not complied with these terms of use.

We have the right to disable any user ID or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

You must promptly notify us at support@quadratica.co.uk if you suspect or know that your password has been obtained by anyone else.

6) Intellectual Property

You acknowledge and agree that We own all Intellectual Property Rights in the Websites and except as expressly stated herein, these Terms does not grant You any rights to, or in, the Intellectual Property Rights in the Websites content including the training material.

If you print off, copy or download any particular part of Our websites in a manner which breaches these Terms, then your right to use our Websites will immediately cease and you must return or destroy any copies of the materials You have made as may be required by Us.

Title to, and all Intellectual Property Rights in, the Your data shall be and remain the property of the You as appropriate.

You grant to Us a royalty-free licence during the Subscription Term to use, copy, transmit, process, store, and back-up the Your data for the purposes of maintenance of the Websites.

7) Data Protection

You warrant that you have complied, and shall continue to comply, with the Data Protection Act 1998 (the "Act")

To the extent that Your data includes personal data (as defined by the Act) You warrant that you have obtained consent from all data subjects (as also defined by the Act) to pass their personal data to Us and for Us to process it in accordance with the Privacy Policy.

You shall indemnify and hold Us harmless from and against all losses, costs, claims, expenses or damages which We may incur or for which it may become liable as a result of or in connection with any breach by You of this section (7) of our Terms of Use.

8) Limitation of Our Liability

In no event shall We be liable to You in contract, tort, misrepresentation, restitution or otherwise for any loss of profit, loss of data, loss of business, anticipated savings or business opportunities, depletion of goodwill or for any type of indirect, economic or consequential loss even if that loss or damage was reasonably foreseeable or We had been advised of the possibility of that loss or damage arising.

Under these Terms, neither of the parties excludes or limits its liability to any other party for death or personal injury caused by its negligence, for fraud or for fraudulent misrepresentation.

We shall have no liability whatsoever in respect of any matter, event or circumstance arising out of the provision of the Websites by or any acts or omissions of any other entity than Us or our agents and subcontractors.

Except as expressly and specifically provided in these Terms:

- You assume sole responsibility for results obtained from the use of the Websites by You, and for conclusions drawn from such use. We shall have no liability for any damage caused by errors or omissions in the Your data, any information, instructions or





QUADRATICA

scripts provided to Us by You in connection with the Websites, or any actions taken by Us at Your direction;

- all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from these Terms; and
- the Websites are provided to You on an "as is" basis.

9) Viruses

We do not give any guarantee that our websites will be secure or free from viruses or bugs.

You take responsibility for configuring your computer programmes, information technology, and platform correctly in order to access our websites. You should make use of your own virus protection software.

You must not misuse our websites by knowingly introducing trojans, worms, logic bombs, viruses or other material which is technologically harmful or malicious. You must not attempt to obtain access, which is unauthorised to our websites, the server on which our websites is stored or any server, computer or database which is connected to our websites. You must not attack our website via a distributed denial-of service attack or a distributed denial-of-service attack. If you act in breach of this provision, you would be committing a criminal offence pursuant to the Computer Misuse Act 1990. Any such breach will be reported to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach of the law and of this provision, your right to use our websites will cease immediately.

10) Jurisdiction and Applicable Law

If you are using the site as a consumer, please take note that these terms of use are governed by English law. We both agree that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Scotland, you may also bring proceedings in Scotland and if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland.

If you are a business user, these terms of use (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

11) Support Services Policy

We will provide support services to You during Business Hours on a Business Day, for Our Course Delivery System (Quad:CMS), as follows:

- Support in the use of the system to administrative users and training users as appropriate
- Legislative updates, as appropriate, to ensure compliance.

Support Procedure

Support in the use of the system will be provided via email or telephone:

Telephone: +44 1472 898751

Email: support@quadratica.co.uk

