

**PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE ACCESSING THIS VIRTUAL LEARNING ENVIRONMENT**

**1. What's in these terms?**

These Terms and Conditions of Use ("**Terms**") set out how you may use this Virtual Learning Environment ("**VLE**"), the content standards (see paragraph 11) that apply when you make a Contribution (as defined below), make contact with other users, link to it, or interact in any other way with the VLE.

**There are other terms that may apply to you**

The following terms also apply to your use of the VLE.

Click on the links below to go straight to more information on each area:

Training Academy Privacy Notice

<https://www.inzpire.com/privacy-policy>

<https://www.inzpire.com/terms-of-use>

**2. By using the VLE you accept these Terms**

We recommend that you print a copy of these Terms for future reference.

**IMPORTANT NOTICE TO ALL USERS:**

- BY CLICKING ON THE "ACCEPT" BUTTON BELOW YOU AGREE TO THESE TERMS WHICH WILL LEGALLY BIND YOU.
- IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST CLICK ON THE "REJECT" BUTTON BELOW AND YOU MAY NOT ACCESS, BROWSE, STREAM DOWNLOAD OR OTHERWISE USE ANY CONTENT, DOCUMENT OR INFORMATION CONTAINED ON IT.

["ACCEPT" BUTTON]

["REJECT" BUTTON]

**3. Who we are and how to contact us**

<https://moodle.inzpire.com/> ("**VLE**") is operated by Inzpire Limited ("**We**"). We are a limited company registered in England and Wales under company number 05456427 and have our registered office at Landmark House West, Unit 1b, Alpha Court, Kingsley Road, Lincolnshire LN6 3TA, England.

To contact us, please email [vle-support@inzpire.com](mailto:vle-support@inzpire.com).

#### **4. Third-party platforms**

The VLE uses the third-party platform Moodle, which is owned by Moodle Pty Ltd, PO BOX 303, West Pert, WA 6872, Australia. Your use of the VLE requires your use of this third-party platform and is therefore subject to you also agreeing to comply with any terms they apply to users of it which may include your agreement to comply with certain open-source licensing terms. We do not control and have no liability to you for any use you make of it, or any other, third-party software or platform, including their security, functionality, operation, availability or interoperability or how it or their providers use any customer data.

#### **5. How you must use your account and account details**

Your account is for your personal use only and you must not share your account with anyone else.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code 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.

If you know or suspect that anyone other than you, knows your user identification code or password, you must promptly notify us at [vle-support@inzpire.com](mailto:vle-support@inzpire.com).

#### **6. We may terminate or suspend your access to the VLE**

We may, at any time and without providing notice to you, terminate or suspend your access to and right to use the VLE:

- To protect against any actual or potential unlawful use, access or interference of or to: (i) any electronically stored information or data; or (ii) any communication network, in or which is connected to the VLE
- If you are in Breach of these Terms (see paragraph 12 below).

#### **7. How you may use material on the VLE**

We are the owner or the licensee of all intellectual property rights in the VLE, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may: (i) print off one copy in hard copy format; (ii) download one copy or extracts of that one copy to a single device, of any page(s) and / or content We authorise you to

access from the VLE for your personal use only. For the avoidance of doubt, you may only store one copy electronically of any page(s) and / or content We authorise you to access from the VLE.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on the VLE must always be acknowledged.

You must not use any part of the content on the VLE for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of the VLE in breach of these Terms, your right to use the VLE will cease immediately and you must, at our option, return or destroy any copies of the materials you have made and inform us of any person or entity you have provided copies to in breach of these Terms.

## **8. How we may use your personal information**

We will only use your personal information as set out in our Privacy Notice. You are responsible for ensuring that any personal information you provide to us (or personal information you provide to a third party to provide to us on your behalf) is true, accurate and is your personal information. We are not responsible for verifying the accuracy of such information. If you know or suspect that you have provided inaccurate information, you must notify us immediately.

## **9. Prohibited uses**

You may use the VLE only for lawful purposes. You may not use the VLE:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To bully, insult, intimidate or humiliate any person.
- To send, knowingly receive, upload, download use or re-use any material which does not comply with our content standards (see paragraph 11 below).
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other

harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of the VLE or to copy, reproduce, distribute or modify any page(s) and / or content subsisting in any part of the VLE in contravention of the provisions of these Terms.
- Not to access without authority, interfere with, damage or disrupt:
  - any part of the VLE;
  - any equipment or network on which the VLE is stored;
  - any software used in the provision of the VLE; or
  - any equipment or network or software owned or used by any third party.

## **10. Interactive services**

We may from time to time choose to provide interactive services on the VLE, including, without limitation:

- Chat rooms.
- Bulletin boards.
- Forums.
- Surveys, polls and questionnaires.
- Live services including but not limited to streaming of video or other media.

(“**interactive services**”).

Where We do provide any interactive service, We will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for users from third parties when they use any interactive service provided on the VLE, and We will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, We are under no obligation to oversee, monitor or moderate any interactive service We provide on the VLE, and We expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

Where We do moderate an interactive service, We will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

We reserve the right to withdraw any interactive services provision at any time and without notice to you.

## 11. Content standards

These content standards apply to all material which you contribute to the VLE (“**Contribution**”), and to any interactive services associated with it.

These content standards must be complied with in spirit as well as to the letter. These standards apply to each part of any Contribution as well as to its whole.

We will determine, in our absolute discretion, whether a Contribution breaches the content standards.

A Contribution must:

- Be accurate (where it states facts).
- Be genuinely held (where it states opinions).
- Comply with the law applicable in England and Wales and in any country from which it is posted.

A Contribution must not:

- Be defamatory of any person.
- Be obscene, offensive, hateful or inflammatory.
- Bully, insult, intimidate or humiliate.
- Promote sexually explicit material.
- Include child sexual abuse material.
- Promote violence.
- Promote discrimination based on race, sex, religion or belief, nationality, disability, sexual orientation, gender reassignment, marriage or civil partnership, pregnancy and maternity or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal content or activity.
- Be in contempt of court.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.

- Impersonate any person or misrepresent your identity or affiliation with any person.
- Give the impression that the Contribution emanates from Inzpire Limited, if this is not the case.
- Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
- Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.
- Contain any advertising or promote any services or web links to other sites.

## **12. Breach of these Terms**

If We consider that a breach of these Terms has occurred, We may take such action as We deem appropriate.

Failure to comply with these Terms constitutes a material breach of the terms upon which We permit you to use the VLE, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use the VLE.
- Immediate, temporary or permanent removal of any Contribution uploaded by you to the VLE.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on a full indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Legal proceedings against you for reimbursement of all costs on a full indemnity basis (including, but not limited to, reasonable professional and legal costs) arising in connection with a breach by you of these Terms resulting in any actual or alleged claim of infringement of a third party's intellectual property rights.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as We reasonably feel is necessary or as required by law.

## **13. We are not responsible for viruses and you must not introduce them**

- We do not guarantee that the VLE will be secure or free from bugs, viruses or other malicious vectors.

- You are responsible for configuring your information technology, computer programmes and platform to access the VLE. You should use your own virus and anti-malware protection software.
- You must not misuse the VLE by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to the VLE, the server on which the VLE is stored or any server, computer or database connected to the VLE. You must not attack the VLE via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and We will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the VLE will cease immediately.

#### **14. Limitation of liability**

We exclude liability for all action We may take in response to any breach of these Terms. The actions We may take are not limited to those described above, and We may take any other action We reasonably deem appropriate.

- We exclude all implied conditions, warranties, representations or other terms that may apply to the VLE or any content on it.
- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
  - use of, or inability to use, the VLE; or
  - use of or reliance on any content displayed on the VLE.
- In particular, We will not be liable for:
  - loss of profits, sales, business, or revenue;
  - business interruption;
  - loss of anticipated savings;
  - loss of data or any corruption to any software or computer program;
  - loss of business opportunity, goodwill or reputation; or
  - any indirect or consequential loss or damage.

#### **15. Which country's laws apply to any disputes?**

These Terms, its subject matter and its formation (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 provided that We may seek injunctive relief in any court of competent jurisdiction.

## 16. Our trade marks

"INZPIRE", "", "GECO" and " " are UK registered trade marks of Inzpire Limited. "INZPIRED LEARNING" is an unregistered EU trade mark of Inzpire Limited. You are not permitted to use any of them without our prior written consent, unless they are part of material you are using as permitted under How you may use material on the VLE (see paragraph 7).

EXAMPLE