

## SECTION B – E-LEARNING

### SPECIFIC TERMS

CIPS maintains a series of revision modules and licenses access to these, under the following terms.

These specific terms are subject to the general terms set out in Section A.

#### 1. DEFINITIONS AND INTERPRETATION

In this Section B the following words and expressions have the following meanings unless inconsistent with the context:

**“Vulnerability”** a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability; and

**“Website”** the Supplier’s website <https://www.cips.org/> including any mobile version.

#### 2. DELIVERABLES

2.1 In consideration of the Price paid by the Customer to the Supplier, the Supplier grants to the Customer a non-exclusive licence to utilise the Deliverables in accordance with these Conditions during the Term for the number of Users agreed in the Contract Details.

2.2 The images and descriptions of the Deliverables on the Website are for illustrative purposes only. Although the Supplier has made every effort to ensure their accuracy, the Supplier cannot guarantee that they accurately reflect the appearance or functioning of the Deliverables on every computer. The operation of the Deliverables may differ from that shown.

2.3 Where free and trial materials are made available on the Website, the Supplier has made every effort to ensure these accurately reflect the operation and quality of Deliverables but does not guarantee that these materials will be identical to, or representative of, the Deliverables. The free and trial materials may differ from the Deliverables.

2.4 Where the Customer has access to assessment materials as part of the Deliverables, any assessment submitted to the Supplier during the Term will be graded and an on-line certificate awarded to the User if part of that Deliverable and if they have met the required standard. The Supplier will not mark any assessment submitted outside the Term or guarantee to provide any specific feedback.

2.5 The Deliverables may not be relied upon for legal interpretation. Neither the Supplier nor its employees, trainers or consultants can accept responsibility for the Customer’s or any of its Users’ actions, or those of other people consuming the Deliverables or interpreting the Deliverables in litigation, or responsibility for any loss incurred as a result of relying on the Deliverables.

### **3. ACCESS TO THE DELIVERABLES**

- 3.1 The Supplier does not provide the software which the Deliverables relate to and the Customer is responsible for ensuring its own access to such software.
- 3.2 The Customer is responsible for ensuring their device matches the System Requirements necessary to access the Deliverables and for configuring its own information technology, computer programmes and hardware in order to access the Deliverables and should use its own virus protection software. The Supplier is not responsible for any failure to access the Deliverables as a result of the incompatibility of the Customer's computer programmes or hardware.
- 3.3 The Supplier does not warrant that the use of the Deliverables will be uninterrupted or error-free and the Supplier is 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 the Customer acknowledges that the Deliverables may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 3.4 Whilst the Supplier endeavours to ensure that the Deliverables are normally available 24 hours a day, the Supplier shall not be liable if for any reason the Deliverables are unavailable at any time or for any period.
- 3.5 The Deliverables may not be available to all Customers at the same time and the Supplier, acting reasonably, reserves the right to temporarily prevent Customers from accessing the Deliverables from time to time.
- 3.6 Access to the Deliverables may be suspended temporarily and without notice in the case of bandwidth shortage, system failure, maintenance or repair or for reasons beyond the Supplier's control.
- 3.7 If, for any reason, the Deliverables are defective or not accessible, the Supplier shall commence remedial work as soon as reasonably practicable in the circumstances, and shall use its reasonable endeavours to remedy any such problem, save that nothing shall require the Supplier to carry out such work outside Normal Working Hours.
- 3.8 The Supplier may access any Customer account for the purposes of amending any administrative or technical details, correcting errors, removing any redundant Customer accounts and for any other reason which the Supplier, acting in its sole discretion, believes such access to be reasonably necessary.

### **4. USE OF THE DELIVERABLES**

- 4.1 The Customer is solely responsible for the appropriate use of the Deliverables.
- 4.2 The Customer will co-operate with, and follow the reasonable instructions of, the Supplier in all matters relating to the Deliverables.
- 4.3 The Customer shall not:
  - (a) transfer their account at any point; or

- (b) register more than one email domain and suffix without the Supplier's prior written consent, for which an Additional Charge may be payable.

4.4 The Customer warrants that at all times:

- (a) It shall keep confidential any username and password assigned to them and be responsible for protecting and securing said usernames and passwords;
- (b) prevent, so far as is reasonably possible, any unauthorised or improper use of the Deliverables, including any use which is contrary to this Condition 4 of this Section B; and
- (c) notify the Supplier of any actual or anticipated unauthorised or improper use of the Deliverables, including but not limited to use contrary to this Condition 4 of this Section B or a User being or becoming affiliated with a competitor of the Supplier, as soon as the Customer becomes reasonably aware of this.

4.5 The Customer shall not make use of the Deliverables or any part thereof for any purpose other than personal study for CIPS' qualifications or for personal continued professional development (CPD).