

Terms of Use



Policy Statement

These Terms of Use (“Terms”) govern access to and use of the online training eLearning platform operated by **Glosscalm Ltd** (“we”, “us”, “our”, or “the Company”). By accessing or using the Platform, the User agrees to be bound by these Terms. If the User does not agree to these Terms, they must not access or use the Platform.

Purpose

These Terms set out the rules and obligations that apply to all use of the Glosscalm Ltd eLearning platform, including acceptable use, account security, intellectual property, and the circumstances in which access may be suspended or terminated. They should be read together with our Privacy Policy, Terms & Conditions of Sale and Refunds & Cancellation Policy.

Scope and Applicability

These Terms apply to all Users of the Platform, including learners, prospective learners, employers managing learner accounts, website visitors and any other person who accesses or interacts with the Platform in any way, whether a paid Course has been purchased or not.

In these Terms, “**User**” means any person accessing the Platform; “**Account**” means the registered user account created by or for a User; “**Content**” means all materials available on the Platform, including text, graphics, video, audio, software, assessments and Course material; and “**Platform**” has the meaning set out in our Terms & Conditions of Sale.

Eligibility and Account Registration

The Platform is intended for use by individuals aged 16 years or over. By creating an Account, the User warrants that they are at least 16 years of age and that all information provided during registration is accurate, current and complete. Where an employer creates an Account on behalf of a Learner, the employer is responsible for confirming the Learner meets this age requirement.

Certain Courses may have additional eligibility criteria (for example, specific prerequisites, occupational requirements or age thresholds) which are notified at the point of sale. It is the User’s responsibility to check and meet any such criteria before enrolling.

Account Security

Users are responsible for maintaining the confidentiality of their Account credentials (including username and password) and for all activity that occurs under their Account. Users must:

- choose a strong, unique password and not reuse passwords from other services;

Terms of Use



- not share their Account credentials with any other person;
- notify us immediately of any unauthorised access, loss or suspected compromise of their Account;
- log out of the Platform at the end of each session on shared or public devices.

We are not responsible for any loss or damage arising from a User's failure to keep Account credentials secure. Suspicious activity may result in temporary suspension of the Account pending investigation.

Acceptable Use

Users must use the Platform only for lawful purposes and in accordance with these Terms. Users must not:

- use the Platform in any way that breaches any applicable local, national or international law or regulation;
- access the Platform on behalf of another individual (other than a single, named Learner assigned a seat by their employer);
- submit false or misleading personal, employment or assessment information;
- impersonate any person or misrepresent any affiliation with a person or organisation;
- attempt to gain unauthorised access to any part of the Platform, to other Users' Accounts, or to the servers or networks connected to the Platform;
- introduce or transmit any virus, worm, trojan, logic bomb, ransomware or other malicious code;
- use any automated system, robot, scraper or similar tool to access, copy or monitor the Platform or its Content;
- attempt to bypass, disable or interfere with security or access-control features of the Platform;
- reverse engineer, decompile or disassemble any software forming part of the Platform, save to the extent expressly permitted by applicable law;
- disrupt or place an undue burden on the Platform, or interfere with another User's use of the Platform;
- use the Platform to distribute unsolicited commercial communications, harass any person, or upload unlawful, defamatory, obscene, threatening or discriminatory material.

Terms of Use



Assessment Integrity

Where a Course includes assessments, tests or examinations, Users must complete these honestly and without assistance from any third party, unless assistance is expressly permitted and declared. Users must not:

- allow any other person to take an assessment on their behalf;
- copy, record, share, publish or otherwise distribute assessment questions, answers or content;
- use any unauthorised aids, notes or software during an assessment;
- collude with any other User in relation to an assessment.

We reserve the right to invalidate any assessment result where, in our reasonable opinion, there has been a breach of assessment integrity, and to revoke any certificate issued on the basis of such a result. Serious or repeated breaches may lead to termination of the Account and notification of any relevant awarding body or employer.

Intellectual Property

All Content on the Platform is owned by Glosscalm Ltd or its licensors and is protected by copyright, trade mark, database right and other intellectual property laws. Subject to compliance with these Terms, Users are granted a limited, personal, non-exclusive, non-transferable licence to access and view the Content solely for the User's own training purposes for the duration of the applicable access period.

Except as expressly permitted by these Terms or by applicable law, Users may not:

- copy, reproduce, record, download, screenshot (save for personal study notes), store, transmit, publish or distribute any Content;
- modify, adapt, translate or create derivative works from any Content;
- remove or alter any copyright, trade mark or other proprietary notices;
- use any Content for any commercial purpose without our prior written consent.

Certificates of completion issued through the Platform may be used only to evidence the Learner's own achievement and may not be falsified or reproduced in any misleading manner.

User-Generated Content

Where Users are able to submit content to the Platform (for example, forum posts, comments, feedback or assessment responses), the User:

Terms of Use



- retains ownership of their submitted content but grants us a worldwide, royalty-free, non-exclusive licence to host, store, display and use that content for the purpose of operating the Platform and delivering the Course;
- warrants that the submitted content is lawful, accurate, not defamatory and does not infringe any third party's rights;
- acknowledges that we may remove or edit any submitted content that we consider, in our reasonable discretion, to breach these Terms or to be otherwise inappropriate.

Availability of the Platform

We aim to make the Platform available at all times, but we do not guarantee uninterrupted or error-free access. Access may be suspended temporarily and without notice for maintenance, upgrades, security reasons, or in the case of matters beyond our reasonable control. We will endeavour to schedule planned maintenance outside peak usage hours where practicable.

The Platform is provided on an "as available" basis, and we do not warrant that the Platform will be compatible with every device, browser or network configuration. Users are responsible for ensuring they have suitable equipment, software and internet connectivity to access the Platform.

Third-Party Links and Services

The Platform may contain links to third-party websites or services, or integrate with third-party tools (for example, single sign-on, payment processing or awarding body systems). Such links and integrations are provided for convenience only. We do not control, and are not responsible for, the content, accuracy, practices or availability of third-party websites or services. Use of any third-party website or service is at the User's own risk and subject to the terms and privacy policy of the relevant third party.

Cookies and Analytics

The Platform uses cookies and similar technologies to enable core functionality, to remember User preferences, to maintain session state and, with consent, to gather analytics and support marketing. Detailed information is provided in our Cookie Policy and in the cookie consent banner presented on first visit. By continuing to use the Platform after providing the necessary consent, the User agrees to the use of cookies as described.

Suspension and Termination

We reserve the right to suspend or terminate a User's access to the Platform, without notice and at our sole discretion, where we reasonably believe that the User:

Terms of Use



- has materially breached these Terms, the Terms & Conditions of Sale or the Refunds & Cancellation Policy;
- has engaged in fraud, misrepresentation or conduct harmful to other Users or to the Company;
- has breached assessment integrity obligations;
- poses a security risk to the Platform or its Users.

Termination does not affect any rights or remedies already accrued to either party, nor any provision of these Terms which by its nature should survive termination, including provisions relating to intellectual property, limitation of liability and governing law.

Limitation of Liability

Nothing in these Terms excludes or limits our liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for any other liability which cannot lawfully be excluded or limited.

Subject to the paragraph above, and to the fullest extent permitted by law:

- the Platform is made available on an “as is” and “as available” basis, and all warranties, conditions and representations (whether express or implied) are excluded;
- our total liability to any User arising out of or in connection with use of the Platform is limited to the amount paid (if any) by that User for the Course(s) to which the claim relates during the twelve (12) months immediately preceding the event giving rise to the claim;
- we will not be liable for any indirect or consequential loss, or for any loss of profit, business, goodwill, anticipated savings or data.

Where the User is a consumer, nothing in these Terms affects the User’s non-waivable statutory rights.

Indemnity

Users who access the Platform in the course of a business agree to indemnify and keep indemnified the Company against any losses, damages, costs (including reasonable legal costs) and expenses suffered or incurred by the Company arising out of or in connection with that User’s breach of these Terms or misuse of the Platform.

Changes to These Terms

We may revise these Terms from time to time to reflect changes in law, regulation, the services we provide or industry best practice. The most current version will be posted on the Platform with an

Terms of Use



updated effective date. Material changes will be notified to registered Users. Continued use of the Platform following notification constitutes acceptance of the revised Terms.

Governing Law and Jurisdiction

These Terms, and any dispute or claim arising out of or in connection with them or their subject matter, are governed by the laws of England and Wales. The parties submit to the exclusive jurisdiction of the courts of England and Wales, save that a consumer User may bring proceedings in the courts of the UK jurisdiction in which they are resident.

General

If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions will continue in full force and effect. Our failure to enforce any right under these Terms does not constitute a waiver of that right. These Terms, together with our Privacy Policy, Terms & Conditions of Sale and Refunds & Cancellation Policy, constitute the entire agreement between the parties in relation to use of the Platform.

Review

This policy will be reviewed on an annual basis.