



## BISO Terms & Conditions

The following terms and conditions (the “Terms”) apply to our provision and your use of the information, services and materials (“Online Content and Courses”) through the BISO website (the “Website”) including you visiting and browsing the Website as an anonymous user (being a “Visitor”) and registering with BISO as an authenticated user (being a “Learner”).

These Terms should be read alongside, and are in addition to our policies, including our privacy and cookies policies (“Privacy Policy”).

Please read these Terms carefully. If you do not agree to these Terms, you must stop using the Website and the Online Content and Courses immediately.

### 1. About Us

1.1 In these Terms, references to “we” or “us” are to International Schools Online Limited (ISO Ltd.), a company incorporated in England and Wales (registered number 09783879) whose registered address is at West Walk Building, Regent Road, Leicester, England, LE1 7LT. A trading name of ISO Ltd. is BISO (British International School Online).

1.2 In these Terms, references to “you” or “your” are references to you whether as a Learner or Visitor.

1.3 BISO offers Online Content and Courses authored by International Schools Online Ltd. and other educational institutions, including schools and universities from across the world (“Partner Institutions”).

1.4 If you have any questions about these Terms or wish to contact us for any reason please click on the link **contact us** which can be found at the bottom of every page on the web site.

## 2. Using the Website (Learner conduct)

2.1 By accessing and/or using this Website and the Online Content and Courses (by whatever means or device and whether as a Visitor or a Learner), you confirm that you have read, agree and are in compliance with these Terms, the Privacy Policy, and all applicable local, national and international laws, rules and regulations (each as amended from time to time). Use of the Website and access to the Online Content and Courses by anyone under the age of 13 without parental, guardian or other responsible adult consent is strictly prohibited.

2.2 Your use of and access to this Website and the Online Content and Courses is subject to the following conditions (“Acceptable Use Conditions”), and you agree that failure to comply with any one of the Acceptable Use Conditions will be a breach of these Terms by you:

- you agree to use the Website and access the Online Content and Courses only for lawful purposes and in no way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- you agree not to use the Website or access the Online Content and Courses for the purpose of harming or attempting to harm minors or others in any way;
- you agree not to distribute all or any part of the Website or Online Content and Courses in any medium without our prior written consent, unless such distribution is offered through the functionality of the Website and permitted by these Terms including, without limitation, under section 7.11;
- you agree not to alter or modify any part of the Website or any of the Online Content and Courses;
- you agree not to access the Website or Online Content and Courses through any technology other than the software provided by us or enabled via API’s or other generally available third party web browsers such as Chrome, Edge, Firefox, Safari or Internet Explorer;
- you agree not to (and not to attempt to) circumvent, disable or otherwise interfere with any security related features of the Website or features that (i) prevent or restrict use or copying of content or (ii) enforce limitations on us, the use of the Website or access to the Online Content and Courses;
- you agree not to knowingly transmit any data or send or submit any content that contains viruses, Trojan horses, worms, time-bombs, key-stroke 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 agree not to use or access the Website or Online Content and Courses or any part of them for any commercial uses or for the benefit of any third party, including but not limited to:
  - the sale of access to the Online Content and Courses or any associated content;
  - the solicitation of business in the course of trade or in connection with a commercial enterprise; and
  - the solicitation of, for commercial purposes, any Visitors or Learners of the Website with respect to their content

- you agree to use the Website and access the Online Content and Courses in a way which does not infringe the rights of anyone else or restrict or prevent anyone else's use and enjoyment of the Website, Online Content and Courses;
- you agree not to ask for, collect or harvest any personal data of any Visitor or Learner of the Website or Online Content and Courses;
- you agree not to post, upload, email or otherwise transmit to or otherwise cause us to email, transmit or otherwise distribute chain letters, surveys or studies, calls to action, junk mail, pyramid schemes, incentives (monetary or click-based), spamming or spamming, or bulk communications of any kind, whether or not for commercial or non-commercial purposes;
- you will not copy, reproduce, create derivative works of, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any content contained on the Website (including without limitation the Online Content and Courses) for any other purposes other than as permitted by these Terms without our prior written consent or the prior written consent of the respective licensors/owners of the Courses and Content on the Website;
- you agree not to use the Website or the Online Content and Courses in any manner intended to damage, disable, overburden or impair any International Schools Online Ltd server or the network(s) connected to any International Schools Online Ltd server, or disobey any requirements, procedures, policies or regulations of any servers or networks connected to the Website;
- you agree not to use any high volume, automated, or electronic means to access the Website or the Online Content and Courses (including without limitation robots, spiders or scripts);
- you agree not to frame the Website or the Online Content and Courses, place pop-up windows over its pages, or otherwise affect the display of its pages;
- you agree not to access or attempt to access any other Visitor or Learner's account or falsely state, impersonate, or otherwise misrepresent your identity, including but not limited misrepresenting your affiliations with a person or entity, past or present;
- you agree not to force headers or otherwise manipulate identifiers in order to disguise the origin of any communication transmitted through the Website; and
- you agree not to send, knowingly receive, submit, download, use or re-use any material which does not comply with these Terms, our Privacy, and our Cookies Policies).

2.3 You agree to comply with these Terms in relation to any Learner Content (as defined in paragraph 7.1 below) provided by you in connection with the Online Content and Courses and in connection with the ability to post messages (as further detailed in paragraphs 7.6 to 7.9 below).

2.4 We grant the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. We reserve the right to revoke these exceptions, either generally or in specific cases.

2.5 You acknowledge and agree that the form and nature of the Website and Online Content and Courses which we provide may change from time to time without prior notice to you.

2.6 Whilst we do all we can to ensure that the Online Content and Courses are of a high standard, you understand and acknowledge that, in using the Website and Online Content and Courses, you may be exposed to content from our Partner Institutions that is factually inaccurate, offensive if taken out of context, indecent to certain people, or otherwise objectionable to you. We are not responsible (legally or otherwise) for any claims you may have against us in relation to this type of content.

2.7 You acknowledge and agree that we may stop (permanently or temporarily) providing the Website, Online Content and Courses (or any part of the Online Content and Courses) to you or to Learners generally for whatever reason, at our sole discretion, without prior notice to you.

2.8 You agree that you are solely responsible for (and that we have no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including, but not limited to, any loss or damage which we or any third party may suffer) of any such breach.

### **3. Registration and Accounts**

3.1 Any Visitor can view the Website, but in order to participate fully in all activities on the Website and take part in the Online Content and Courses, you must register for a personal account on the Website (a "Learner Account") by providing a name, an email address and a password. You agree that you will never divulge or share access or your access information to your Learner Account with any third party for any reason.

3.2 In setting up your Learner Account, you may be prompted or required to enter additional information, including but not limited to your gender, date of birth and location. Additional information may also be required to confirm your identity, including (but not limited to) photographic identification for verification purposes.

3.3 You undertake to us that all information provided by you in relation to your Learner Account is and will continue to be accurate, current and complete at all times and that you will maintain and update your information to keep it accurate, current and complete.

3.4 You acknowledge that if any information provided by you in relation to your Learner Account is untrue, inaccurate, not current or incomplete, we reserve the right to suspend or terminate your access to and use of the Website and your enrolment in the Online Content and Courses

### **4. Student Conduct**

4.1 By registering with International Schools Online Ltd for a Learner Account, you agree (in addition to your obligations as a Learner above) that you:

- (a) are, and will continue to be, registered for the Website only once and will not set up multiple Learner accounts;
- (b) will not let anyone else use your Learner Account;
- (c) will not cheat on any assignment or exam relating to the Online Content and Courses, nor share solutions to homework assignments or exams; and
- (d) will notify the administrators of the relevant Online Content and Courses (the “Course Administrator”), immediately if you become aware of any other Learner cheating or breaching these Terms.

4.2 If you are disqualified for any reason under paragraph 4.1(a), (b) or (c), we may prohibit your access or participation in the Online Content and Courses.

## **5. Course Providers**

5.1 We may make certain Online Content and Courses available to Learners who are registered students of our Partner Institutions and other educational institutions, sponsors, non-profit organisations and individuals (together “Course Providers”).

5.2 Your access to such Online Content and Courses may be provided to you through your Learner Account. You acknowledge and agree that any Online Content and Courses affiliated with a Course Provider may be subject to terms, policies and procedures of the applicable Course Provider in addition to these Terms. If you are a student registered or enrolled at, or are otherwise attending, a Partner Institution and are taking an Online Content and Courses for credit through that Partner Institution, you acknowledge and agree that:

- (a) the Partner Institution may have its own terms, policies or procedures regarding your eligibility to participate in the Online Content and Courses, your participation in the Online Content and Courses, the requirements or prerequisites for receiving credit or certification for the Online Content and Courses, and/or your educational or student records as they may relate to your participation and performance in the Online Content and Courses; and
- (b) your educational or student records are maintained by the Partner Institution (and not by us), including for purposes of completing the courses you are registered for at such Partner Institutions, assigning credit or certification.

5.3 We and the Course Administrator reserve the right to cancel, interrupt or reschedule any Online Content and Courses or modify, revise, or alter its content, as well as the associated values, assignments, tests, quizzes, exams, projects and other evaluations of progress without cause or notice to you.

5.4 For some Online Content and Courses, subject to your satisfactory performance in the Online Content and Courses as determined in the sole discretion of the Course Administrator and/or the Partner Institution, you may (in the sole discretion of us, the

Course Administrator or the relevant Partner Institution) be eligible to purchase (or be awarded, as the case may be) products recording your participation in the relevant Online Content and Courses, including (but not limited to) a statement, certificate, acknowledgment or similar (a “Product”) issued by us and/or the Course Provider. You acknowledge that, unless expressly stated at the time of purchase, any Product will not be affiliated with any school, university or other certifying institution, and will not stand in the place of a course taken at a Partner Institution or convey academic credit or certification for any Partner Institution and you acknowledge that the Course Administrator will not be obligated to make any attempts to get the course recognised by any Partner Institution or other educational establishment.

5.5 If you are a Learner taking any Online Content and Courses for academic credit or certification at a Partner Institution, any credit or certification may only be awarded directly by that Partner Institution based on its own policies and procedures, and you may be required by that Partner Institution to be registered or enrolled with that Partner Institution in order to receive credit or certification. In any event, we will not have any authority or responsibility with respect to any award of academic credit or certification for any Online Content and Courses.

5.6 We may make certain paper-based or electronic revision books and study aids available for purchase while you are participating in the Online Content and Courses. We will provide links to third party websites to enable you to make these purchases.

**Enrolling in a recommended course as a member of a specific organisation on International Schools Online Ltd, or by direct invitation:**

5.7 An organisation (which may be an International Schools Online Ltd Partner, your school, university or employer, or a third party otherwise working together with International Schools Online Ltd) may invite you to (i) participate in a specific Course, or (ii) join their organisation on International Schools Online Ltd. By accepting the organisation’s invitation:

(a) you agree to abide by any additional terms and conditions, policies and procedures issued or made available to you prior to your acceptance of the invitation sent to you by the inviting organisation; and

(b) you agree that your information, including certain of your personal information and your progress and results throughout the duration of any Course you are invited to or which is recommended to you by the organisation, will be held by International Schools Online Ltd and the inviting organisation as data controllers in common (together, “we” or “us”) and you consent to us using your information to (i) provide you with information and services that you request; (ii) enable us to provide you with information that we feel may be of interest to you; (iii) allow us to log and maintain your information as part of your records for the purpose of assessing the effectiveness of the course, or track your progress for accreditation purposes; (iv) enable us to determine the levels of engagement, progression and performance on the course; and/or (v) for other legitimate business interests.

## **6. Licence to use**

6.1 Subject to your compliance with these Terms, we grant you a fully revocable, worldwide, non-exclusive, non-transferable, non sub-licensable limited right and licence:

(a) to access, internally use and display the Website and Online Content and Courses as an individual only at your location solely as necessary to browse and/or participate in the Online Content and Courses as permitted by these Terms; and

(b) to download permitted content from the Online Content and Courses so that you may exercise the rights granted to you by these Terms.

6.2 You must abide by all copyright notices or restrictions contained on the Website or the Online Content and Courses. You may not delete any attributions, legal or proprietary notices on the Website or the Online Content and Courses.

6.3 Certain Partner Institutions may, at their own discretion, make available certain Online Content and Courses under a Creative Commons licence (non-commercial). Should Partner Institutions choose to do this, it will be clearly identified on the appropriate Online Content and Courses page of the Website and we acknowledge that the Creative Commons licence will override certain of these Terms as appropriate. A full copy of the relevant Creative Commons licence will be available from a link at that point.

## **7. Your Content**

7.1 Throughout your use of the Website, Courses and Content, we may provide you with the ability to provide content in the form of uploading notes and replies, Learner discussions, profile pages, and other content and media for social interaction, or certain information and materials for use with the Website or Online Content and Courses, e.g., written assignments, surveys, questions, hypothetical, examples, etc. (collectively, "Learner Content").

7.2 We do not claim ownership of any Learner Content you may submit or make available for inclusion on the Website or Online Content and Courses. Accordingly, subject to the licence granted to us and any applicable Partner Institution, the Learner will be the sole and exclusive owner of any and all rights, title and interest in and to the Learner Content.

7.3 With respect to any Learner Content you submit to us (including, but not limited to, for inclusion on the Website or Online Content and Courses) or that is otherwise made available to us, you grant us an irrevocable, worldwide, perpetual, royalty-free and non-exclusive licence to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Learner Content on the Website and/or in the Online Content and Courses or otherwise exploit the Learner Content, with the right to sublicense such rights for any purpose associated with the provision of the Website and the Online Content and Courses. We reserve the right to remove any Learner Content without notice at any time and for any reason.

7.4 To the extent that you provide any Learner Content, you represent and warrant that:

- (a) you have all necessary rights, licences and/or clearances to provide such Learner Content and permit us to use and publish such Learner Content as provided in paragraph 7.1 to 7.3 above;
- (b) such Learner Content is accurate and complete to the best of your knowledge and belief;
- (c) as between you and us, you are responsible for the payment of any third party fees related to the provision, publication and use of such Learner Content; and
- (d) such use and/or publication of your Learner Content does not and will not infringe or misappropriate any third party rights or constitute a fraudulent statement or misrepresentation.

7.5 With respect to any submissions of Learner Content, you agree to comply with all applicable laws including but not limited to laws regarding online conduct and acceptable content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the country in which you reside.

7.6 The Website and/or the Online Content and Courses may provide you with the ability to post notes and replies, take part in group discussions, submit assignments or send similar messages and communications to third party service providers, other Learners and/or us.

7.7 You agree to use communication methods available on the Website and/or the Online Content and Courses only to send communications and materials related to the subject matter for which we (or any applicable educational partner) provided the communication method, and you further agree that all such communications by you are subject to and governed by these Terms, our Privacy Policy and our Code of Conduct.

7.8 By using any of the communications methods available on the Website and/or the Online Content and Courses, you agree that:

- (a) all communications methods constitute public, and not private, means of communication between you and the other party or parties;
- (b) communications sent to or received from third party service providers or other third parties are not endorsed, sponsored or approved by us in any manner (unless expressly stated otherwise by us); and
- (c) most content will be reactively moderated if flagged by Learners or Visitors but we reserve the right to pre-review or post-review Learner Content to ensure that it complies with generally acceptable standards of communication.



7.9 Additionally, through such communication methods set out in paragraph 7.8 above, we may make certain types of services available to you. For instance, we may make available to you, in connection with your participation in any Online Content and Courses, chat room services that allow you to communicate with our staff members and/or staff members of our Partner Institutions so that you may ask questions about the academic materials in the Online Content and Courses or about your general experiences on the Website.

7.10 You acknowledge and agree that the services set out in paragraphs 7.6 to 7.9 above (including without limitation chat room services) may be monitored or recorded for quality control purposes and that the information or material provided as part of the services is included within these Terms and is provided for educational purposes only.

7.11 Any Learner Content that is published on the public discussion areas of the Website (for example, the forums or areas where posts are made) will be subject to a Creative Commons Licence (Attribution-Non Commercial-No Derivs; BY-NC-ND). We will not make available any Learner Content related to your assignments or assessments.

## **8. Use of your data and content for research**

8.1 We and our Partners carry out research from time to time. We do this for a variety of reasons, for example, to understand the learner experience, to support academic research and/or to improve our courses.

8.2 All research carried out via the Website is subject to a clear set of requirements. Where data is gathered for research purposes, that data will not be used for any purpose not expressly made clear to you at the point of collection.

8.3 By accessing the Website and/or taking part in research via the Website, you consent to the data you provide being used for the purposes stated.

## **9. Copyright Policy**

9.1 It is our policy that any content included on the Website or within the Online Content and Courses that infringes, or is likely to infringe, the intellectual property rights of any third party will be removed from the Website as soon as possible after we are made aware of such infringement or potential infringement.

9.2 If you are the owner of intellectual property rights, or are authorised to act on behalf of an owner, or authorised to act under any exclusive right, you should report any alleged infringements of your intellectual property rights taking place on or through the Website by clicking on **contact us**, containing at a minimum the details outlined in section 9.4 below.

9.3 We will take whatever action, in our sole discretion, we deem appropriate, including the removal of the challenged content.

9.4 When you notify us in accordance with paragraph 9.2, your written Copyright Infringement Notice must contain the following:

- a statement telling us you believe that you have found content on the Website which you believe infringes your intellectual property rights;
- which country your intellectual property rights apply to;
- the title of the content concerned and the full URL for access to that content;
- a statement explaining how the content infringes your intellectual property rights;
- your mailing address, telephone number and email address so that we can contact you;
- a statement that the information contained in the notice is accurate and that you are the owner of the intellectual property rights or have an exclusive right in law to bring infringement proceedings in respect of its use; and
- your signature (an electronic signature is sufficient).

9.5 We will, acting in our sole discretion, terminate Learner Accounts and access to the Website and Online Content and Courses if a Learner has been notified of infringing activity twice or more (regardless of whether the Learner has taken appropriate action as we may direct).

## **10. Privacy and Security**

We respect your right to privacy. You acknowledge that by using the Website you consent to the collection, use and disclosure of certain information as set out in our Privacy Policy and Cookies Policy. While we will do everything to protect the security of your information, content and accounts (if applicable), we cannot guarantee that unauthorised third parties will not be able to breach our security measures. You acknowledge that you provide your information to us at your own risk.

## **11. Linking to Other Sites**

11.1 The Website may contain links to pages on other websites (“Linked Sites”), and those Linked Sites may contain content or offer products and/or services for sale.

11.2 We do not author, edit, control, or monitor these Linked Sites. You acknowledge and agree that:

(a) we have no responsibility for the accuracy or availability of information provided by Linked Sites; and

(b) we do not control or endorse the sponsors of such Linked Sites or the content, products, advertising or other materials presented on such Linked Sites.

11.3 We may remove any links to Linked Sites from the Website at any time for any reason.

11.4 We will not be liable for any transactions conducted by you with third parties through any Linked Site or for any liability arising from any representations or information provided on such Linked Sites.

11.5 We appreciate that Linked Sites may contain material in which the operator of the Linked Sites has intellectual property rights. We respect those rights and provide the links for information purposes only. The fact that we have linked to any Linked Site does not create or imply any relationship or partnership between us and the operator of such Linked Site.

## **12. International Schools Online Ltd's Intellectual Property Rights**

12.1 We are the owner or the licensee of all necessary intellectual property rights in all aspects of the Website and Online Content and Courses including but not limited to the technology, source code, all content, software, scripts, images, graphics and audio (the "Online Content and Courses IPR"). The Online Content and Courses IPR is protected to the fullest extent possible by copyright laws. All such rights are reserved. You agree that the Online Content and Courses IPR remains the property of us or the licensor, as applicable, and that all updates and modifications to the Online Content and Courses IPR will vest in us or the licensor, as applicable. You also agree that you have no rights in or to the Online Content and Courses IPR other than the right to use it in accordance with the terms of the licence in paragraph 6 above.

Unless otherwise stated, copyright in the Online Content and Courses belongs to the relevant Partner Institution providing the Online Content and Courses.

12.2 Other than any content submitted to the Website by you, we own or are licensed to use all present and future copyright, registered and unregistered trademarks, design rights, unregistered designs, database rights and all other present and future intellectual property rights and rights in the nature of intellectual property rights existing in or in relation to the Website ("International Schools Online Ltd IPR").

12.3 If any Online Content and Courses IPR or International Schools Online Ltd IPR vests in you, whether by operation of law or otherwise, you duly assign to us all right, title and interest (whether legal or beneficial) in such Online Content and Courses IPR or International Schools Online Ltd IPR, as the case may be, throughout the world to the fullest extent possible, including any and all renewals and extensions of such Online Content and Courses IPR or International Schools Online Ltd IPR. You unconditionally and irrevocably waive any and all moral rights you may have either now or in the future existing in or in connection with the Online Content and Courses or the Website.

12.4 You agree to sign and provide all such deeds, documents, acts and things as we may reasonably require in order to assign any Online Content and Courses IPR and/or International Schools Online Ltd IPR to us, to carry out the intended purpose of these Terms, or to establish, perfect, preserve or enforce our rights under these Terms.

### **13. Your Liability to Us**

13.1 You indemnify and keep us fully indemnified from and against all actions, claims, demands, costs, expenses, liabilities, loss, damages or other monetary relief brought, made or awarded against or incurred by us resulting (directly or indirectly) from:

- you submitting your content to the Website or participating in the Online Content and Courses;
- your access to or use of the Website or Online Content and Courses;
- your breach of any of these Terms; and
- any negligent act or omission, deliberate default or breach of statutory duty on your part.

13.2 Each indemnity in this paragraph is separate and independent from the other obligations in these Terms. Each of these indemnities is to remain fully effective despite any indulgence granted from time to time and despite any judgment or order.

13.3 This paragraph 13 survives the expiry of these Terms.

### **14. Our Liability to you**

14.1 Nothing in these Terms affects any statutory rights that you are entitled to as a consumer.

14.2 The Website and the Online Content and Courses are provided to you “as is”, through currently supported major web browsers, and we make no warranty or representation to you with respect to that Online Content and Courses.

14.3 We exclude all representations, warranties, conditions and terms express or implied by statute, common law or otherwise to the fullest extent permitted by law. We accept no liability for any special, indirect, incidental, consequential or economic loss, or any other losses, howsoever caused arising out of or in connection with these Terms. This includes (without limitation):

- any loss of profit (directly or indirectly);
- any loss of goodwill;
- any loss of opportunity; and
- any loss of data suffered by you.

14.4 We provide the Online Content and Courses on the Website through currently supported major web browsers in good faith but give no warranty or representation that the Online Content and Courses are accurate, complete or up-to-date or that they will meet your requirements, nor that the Website does not infringe the rights of any third party. We

accept no responsibility or liability for your use of Online Content and Courses on the Website and your use is entirely at your own risk. While we take reasonable precautions to prevent the existence of computer viruses and/or other malicious programs on the Website, we accept no liability for them. We do not warrant that defects in the Website or Online Content and Courses will be corrected.

14.5 Information transmitted via this Website will pass over public telecommunications networks. We make no representation or warranty that the operation of this Website will be timely, secure, uninterrupted or error-free and disclaim all liability in that respect to the greatest extent permitted by law.

14.6 We accept no responsibility for any loss or damage incurred by you as a result of:

(a) any reliance placed by you on the completeness, accuracy or existence of any information or advertising, or as a result of any relationship or transaction between you and any advertiser or sponsor whose advertising appears on the Website or in relation to the Online Content and Courses;

(b) any changes which we may make to the Website or Online Content and Courses, or for any temporary interruptions in the provision of the Website or Online Content and Courses;

(c) the deletion of, corruption of, or failure to store any Online Content (including results, reports and certificates) and Tests, Courses, Classes and other communications data maintained or transmitted by or through your use of the Website although we do endeavour to keep a Learner's results for 12 months after the last activity of that Learner;

(d) your failure to provide us with accurate account information; and

(e) your failure to keep your account details secure and confidential.

14.7 We reserve the right to suspend your use of the Website and/or access to the Online Content and Courses at any time for operational, regulatory, legal or other reasons.

14.8 We may terminate your Learner Account or access/use of the Website with immediate effect:

(a) if we reasonably believe you or any Learner you are connected with are in breach of any of these Terms;

(b) in order to prevent any fraudulent, unlawful or abusive activity; or

(c) if it is necessary to prevent or stop any harm or damage to us, other Learners of the Website or the general public.

## **15. Governing Law**

15.1 These Terms, your use and access to the Website, and all other policies issued by us whether referred to by us herein or not, and the relationship between you and us are governed by the laws of England and Wales.

15.2 Any or all disputes arising between you and us (whether contractual or non-contractual) in connection with your access and use of the Website, including as to the validity of these Terms or policy issued by us, will be subject to the exclusive jurisdiction of the courts of England and Wales. For any dispute between you and us, you agree that you will first attempt to resolve it with us informally. In the unlikely event that we are unable to resolve the dispute in this manner within 28 days of the dispute being notified in writing we both agree to submit to the exclusive jurisdiction of the courts of England and Wales to resolve any such dispute.

15.3 Notwithstanding paragraph 15.2, you agree that we are permitted to apply for injunctive remedies (or any other types of interim relief) in any jurisdiction at any time.

## **16. Changes to the Website and these Terms**

16.1 We may update or amend these Terms (as well as any other policies or guidance we issue) from time to time to comply with law or to meet our changing business requirements, without notice to you. Any updates or amendments will be posted on the Website. In addition, we reserve the right to modify, suspend or discontinue all of the Online Content and Courses with or without notice to you and we will not be liable to you or any third party for any such modifications, suspension or termination. By continuing to use the Website, you agree to be bound by the terms of these updates and amendments.

## **17. Other Important Terms**

17.1 If any of these Terms are found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the remainder of these Terms remain in full force and effect.

17.2 Only you and we are entitled to enforce these Terms. No third party is entitled to enforce any of these Terms, whether by virtue of the Contracts (Rights of Third Parties) Act 1999 (which is expressly excluded) or otherwise.

17.3 We may freely transfer or assign any part of our rights or delegate our obligations under these Terms. You are not entitled to transfer or assign, by operation of law or otherwise, any part of your rights or delegate your obligations under these Terms without our prior written consent.

17.4 These Terms, the Privacy Policy, the Code of Conduct, and the Cookies Policy set out the entire agreement between you and us and replace any and all prior terms, conditions, warranties and/or representations to the fullest extent permitted by law. Any delay or failure by us to exercise any right we may have under these Terms does not constitute a waiver by us of that right.