



EDA ACADEMY

TERMS OF USE

*These Terms of Use ("**Terms**") were last updated on 5th April, 2024.*

Please review these Terms carefully - we need rules to keep our platform and services safe



1. Accounts

A personal, password-protected account must be set up for you to use the EDA Academy.

The EDA will set up your account using details provided by you or your manager. You must provide and continue to provide accurate and complete information, including a valid email address. Once the account is set up, you must maintain the information.

You **must not** transfer your account to someone else or use someone else's account.

Please keep your password somewhere safe, because you're responsible for all activity associated with your account. If you suspect someone else is using your account, let us know by contacting us at training@eda.org.uk.

1. **Data Usage:** By submitting this form, you consent to the use of your data by your employer, the EDA, City & Guilds, and your buying group (where applicable) for program analysis purposes.
2. **Confidentiality:** Your data will be handled confidentially and in accordance with data protection laws.
3. **Non-Disclosure:** Your personal data will not be shared with third parties (other than those identified above) without your consent, except as required by law.
4. **Data Security:** Measures will be taken to protect your data from unauthorized access or disclosure.
5. **Consent:** Submission of this form signifies your agreement to these terms. If you do not agree, please do not submit the form.
6. **Changes:** Terms and conditions may be amended, with changes effective upon posting online.
7. **Contact:** For questions or concerns, please contact the EDA at training@EDA.org.uk

2. Content Enrolment and Access

When you are enrolled on courses on the EDA Academy, you get a platform licence from us to view and study the courses within the Academy.

The intellectual property for the courses is owned by the EDA. **Do not** try to copy, transfer, or resell the content in any way.



Access is provided to you for the duration of your learning with your current employer. If you leave your current employer and move to another EDA member organisation your account and learning can continue, subject to your new and old employers' agreement. You must tell us if you change employers.

Accounts are generally suspended 12 months from the last date at which you accessed learning, or 12 months since their last course is completed, whichever occurs first unless we need to disable the content for legal or policy reasons.

3. Payments, Credits, and Refunds

Payments for courses/access to the EDA Academy are made prior to use being granted.

Transfers of courses to colleagues within the same organisation can be made providing the course has not been accessed and the End of Module Assessment not taken. Request for transfer should be made by the manager.

Transfers must happen 12 months from the original date of order.

The EDA, like other training providers, **does not** offer refunds on courses.

4. Content and Behaviour Rules

You can only use the EDA Academy for lawful purposes.

We may restrict or terminate your permission to use the EDA Academy or ban your account at any time, with or without notice, for any or no reason, including for any violation of these Terms,

- if you or your employer fail to pay any fees when due,
- upon the request of law enforcement or government agencies,
- for extended periods of inactivity,
- for unexpected technical issues or problems,
- if we suspect that you engage in fraudulent or illegal activities,
- or for any other reason in our sole discretion.

Upon any such termination we may delete your account and content, and we may prevent you from further access to the platform and use of our Services. Your content may still be held on our platform even if your account is terminated or suspended. You agree that we will have no liability to you or any third party for termination of your account, removal of your content, or blocking of your access to our platforms and services.



5. Using the EDA Academy at Your Own Risk

When you use the EDA Academy, you may find links to other websites that we don't own or control. We are not responsible for the content or any other aspect of these third-party sites, including their collection of information about you. You should also read their terms and conditions and privacy policies.

6. The EDA's Rights

We own the EDA Academy platform and services, including the website, present or future apps and services, and digital assets such as our logos, API, code, and content created by our employees/consultants. You can't tamper with those or use them without authorization.

All rights, title, and interest in and to the EDA Academy platform and Services, including our website, our existing or future applications, our APIs, databases, and the content our employees or partners submit or provide through our Services are and will remain the exclusive property of the EDA and its licensors.

Our platforms and services are protected by copyright, trademark, and other laws. Nothing gives you a right to use the EDA Academy name or any of the EDA/EDA Academy trademarks, logos, domain names, and other distinctive brand features. Any feedback, comments, or suggestions you may provide regarding the EDA Academy or the Services is entirely voluntary and we will be free to use such feedback, comments, or suggestions as we see fit and without any obligation to you.

You may **not do** any of the following while accessing or using the EDA Academy platform and Services:

- access, tamper with, or use non-public areas of the platform (including content storage).
- disable, interfere with, or try to circumvent any of the features of the platforms related to security or probe, scan, or test the vulnerability of any of our systems.
- copy, modify, create a derivative work of, reverse engineer, reverse assemble, or otherwise attempt to discover any source code of or content on the EDA Academy platform or Services.
- access or search or attempt to access or search our platform by any means (automated or otherwise) other than through our currently available search functionalities that are provided via our website, mobile apps, or API (and only pursuant to those API terms and conditions). You may not scrape, spider, use a robot, or use other automated means of any kind to access the Services.



- in any way use the Services to send altered, deceptive, or false source-identifying information (such as sending email communications falsely appearing as the EDA Academy); or interfere with, or disrupt, (or attempt to do so), the access of any user, host, or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the platforms or services, or in any other manner interfering with or creating an undue burden on the Services.

7. Miscellaneous Legal Terms

These Terms are like any other contract, and they have important legal terms that protect us from the countless things that could happen and that clarify the legal relationship between us and you.

7.1 Binding Agreement

You agree that by registering, accessing, or using our Services, you are agreeing to enter into a legally binding contract with the EDA. If you do not agree to these Terms, do not register, access, or otherwise use any of our Services.

Any version of these Terms in a language other than English is provided for convenience and you understand and agree that the English language will control if there is any conflict.

These Terms (including any agreements and policies linked from these Terms) constitute the entire agreement between you and us.

If any part of these Terms is found to be invalid or unenforceable by applicable law, then that provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms will continue in effect.

Even if we are delayed in exercising our rights or fail to exercise a right in one case, it doesn't mean we waive our rights under these Terms, and we may decide to enforce them in the future. If we decide to waive any of our rights in a particular instance, it doesn't mean we waive our rights generally or in the future.

7.2 Disclaimers

It may happen that our platform is down, either for planned maintenance or because something goes down with the site. It may happen that some of our content is superseded due to changes in legislation. It may also happen that we encounter security issues. These are just examples. You accept that

you will not have any recourse against us in any of these types of cases where things don't work out right. In legal, more complete language, **the Services and their content are provided on an "as is" and "as available" basis. We (and our affiliates, suppliers, partners, and agents) make no representations or warranties about the suitability, reliability, availability, timeliness, security, lack of errors, or accuracy of the Services or their content, and expressly disclaim any warranties or conditions (express or implied), including implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. We (and our affiliates, suppliers, partners, and agents) make no warranty that you will obtain specific results from use of the Services. Your use of the Services (including any content) is entirely at your own risk. Some jurisdictions don't allow the exclusion of implied warranties, so some of the above exclusions may not apply to you.**

We may decide to cease making available certain features of the Services at any time and for any reason. Under no circumstances will the EDA Academy or its affiliates, suppliers, partners or agents be held liable for any damages due to such interruptions or lack of availability of such features.

We are not responsible for delay or failure of our performance of any of the Services caused by events beyond our reasonable control, like an act of war, hostility, or sabotage; natural disaster; electrical, internet, or telecommunication outage; or government restrictions.

7.3 Limitation of Liability

There are risks inherent to using our Services, for example, if you access health and wellness content like yoga, and you injure yourself. You fully accept these risks and you agree that you will have no recourse to seek damages against even if you suffer loss or damage from using our platform and Services. In legal, more complete language, **to the extent permitted by law, we (and our group companies, suppliers, partners, and agents) will not be liable for any indirect, incidental, punitive, or consequential damages (including loss of data, revenue, profits, or business opportunities, or personal injury or death), whether arising in contract, warranty, tort, product liability, or otherwise, and even if we've been advised of the possibility of damages in advance.**

7.4 Indemnification

If you behave in a way that gets us in legal trouble, we may exercise legal recourse against you. You agree to indemnify, defend (if we so request), and hold harmless the EDA, their officers, directors, suppliers, partners, and



agents from any third-party claims, demands, losses, damages, or expenses (including reasonable attorney fees) arising from: (a) the content you post or submit; (b) your use of the Services; (c) your violation of these Terms; or (d) your violation of any rights of a third party. Your indemnification obligation will survive the termination of these Terms and your use of the Services.

7.5 Legal Actions and Notices

No action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than one year after the cause of action has accrued, except where this limitation cannot be imposed by law.

7.6 Relationship Between Us

You and we agree that no joint venture, partnership, employment, contractor, or agency relationship exists between us.

7.7 No Assignment

You may not assign or transfer these Terms (or the rights and licenses granted under them). For example, if you registered an account as an employee of a company, your account cannot be transferred to another employee. We may assign these Terms (or the rights and licenses granted under them) to another company or person without restriction. Nothing in these Terms confers any right, benefit, or remedy on any third-party person or entity. You agree that your account is non-transferable and that all rights to your account and other rights under these Terms terminate upon your death.

8. Updating These Terms

From time to time, we may update these Terms to clarify our practices or to reflect new or different practices (such as when we add new features), and the EDA Academy reserves the right in its sole discretion to modify and/or make changes to these Terms at any time. If we make any material change, we will notify you using prominent means, such as by email notice sent to the email address specified in your account or by posting a notice through our Services. Modifications will become effective on the day they are posted unless stated otherwise.

Your continued use of our Services after changes become effective shall mean that you accept those changes. Any revised Terms shall supersede all previous Terms.

9. How to Contact Us

The best way to get in touch with us is to contact our training team: training@eda.org.uk. We'd love to hear your questions, concerns, and feedback about our Services.

Thanks for learning with us!