

Introduction

We may change these Conditions of Use from time to time by updating this page. You should review this page regularly. Your continued use of the Site after changes have been made will be taken to indicate that you have read and accepted those changes. You should not use the Site if you are not happy with any changes to these Conditions of Use.

Access to and use of the Site is provided by CAILTEC (EnlightenMe) on the following terms. By using the Site you are acknowledging that you have read and accepted these Conditions of Use, the Privacy Policy and the Terms and Conditions agreed during CAILTEC (EnlightenMe) account creation.

Conditions of Use

1. You agree to use the Site only in accordance with these Conditions of Use, the Terms and Conditions agreed during SLH account creation, for lawful purposes, and in a way that does not infringe the rights of, restrict or inhibit anyone else's use and enjoyment of the Site.

Prohibited behaviour includes (this list is not exhaustive) disrupting the normal flow of dialogue within the Site and impersonating another person (for example, by using their login details to access the pages of the Site).

Prohibited behaviour may result in your account being deactivated and a report being made to the Trust. In the event of your account being deactivated, you will be unable to complete any enrolled modules and you will lose any certificates of completion that are not already downloaded. Deactivated accounts cannot be reactivated.

Intellectual Property

2. All copyright, trademarks, design rights, patents and other intellectual property rights (registered and unregistered) and all content located on the Site shall remain vested in The CAILTEC (EnlightenMe) or its licensors (which includes other users).

You may not copy, reproduce, republish, disassemble, decompile, reverse engineer, download, post, broadcast, transmit, make available to the public, or otherwise use CAILTEC (EnlightenMe) content in any way except for your own personal, non-commercial use.

3. You must however read these intellectual property rights as being subject to any restrictions on use applying to any materials or content on the Site including (this list is not exhaustive) photographic images, videos and text whether directly on a page of the Site or contained in a document (e.g. a pdf) accessible from a page of the Site (“Materials”)

Accuracy of Content and Information on the Site

4. Information contained in or accessible via the Site changes on a regular basis. We may make improvements or alterations to the Site at any time and without notice.

Liability

5. We do not guarantee that:

(a) use of the Site will be compatible with all hardware and software,

(b) use of the Site will be uninterrupted or error or virus free,

(c) use of the Site will deliver any specific outcome for its users, or

(d) defects on the Site will be corrected (save for those defects which the CAILTEC (EnlightenMe) is obliged to correct by law.

You must take appropriate steps to ensure that you regularly check for and protect against viruses when using the Site on any device.

6. We make no statement about the suitability of the content, information and services contained on, or accessed via, the Site. All warranties, terms and conditions in this regard, including all warranties, terms and conditions implied by statute or otherwise, of satisfactory quality and fitness for purpose are excluded to the fullest extent permitted by law (please see directly below for more details). For the avoidance of doubt this includes materials accessed via links to websites (including home pages, web pages or documents they contain) operated by any other person or organisation.

7. We further exclude to the fullest extent permissible by law (please see directly below for more details) all liability for damages and direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, business interruption, depletion of goodwill and like loss) or otherwise incurred by you or any other

person or organisation and arising out of or in any way connected with the use of the Site or its content, whether based on contract, tort, strict liability or otherwise.

We do not exclude or limit our liability (if any) to you:

(a) for any breach of obligations arising under section 12 Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982;

(b) for personal injury or death resulting from negligence;

(c) under section 2 (3) Consumer Protection Act 1987

(d) for any matter for which it would be illegal for us to exclude or to attempt to exclude liability; or

(e) for fraud.

8. You will defend, indemnify and hold harmless us, our affiliates and our officers, directors, employees and agents from and against any and all claims, liabilities, damages, losses or expenses, including reasonable legal costs, arising out of or in any way connected with any breach by you of these Conditions of Use.

9. The internet is not a secure means of communication. Emails may be intercepted by other people or organisations.

You should not send any communication to us through the Site or by email, in particular which contains personal data (including sensitive personal data) and/or confidential information about you or any other person, unless you accept that any such communication would be sent at your own risk and on the understanding that we would not be liable for any loss that you might suffer as a result (except for losses which cannot be excluded or limited at law, as referred to directly above).