

ALSG's website and learning environments: Terms & Conditions, and Disclaimers

<u>www.alsg.org</u> <u>www.alsg.org/vle/ www.alsg.org/learning</u> <u>www.alsg.org/rcpchsc</u> <u>www.alsg.org/triagenet.net</u> (the Websites) are maintained by Advanced Life Support Group, referred to below as "ALSG".

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By accessing these Websites, you agree to be bound by any and all of the following terms and conditions governing use of the Websites.

1. General

- **1.1** ALSG will only make use of any personal information collected during your use of the Websites in accordance with current UK data protection legislation and ALSG's Privacy Policy.
- **1.2** When you register on the sites ALSG needs to obtain some personal information about you that is stored on our server. This information is in the nature of your name, employment details, training history and email address. This information allows ALSG to:
 - audit usage of the sites
 - conduct research regarding future training needs
 - produce statistical information relating to the use of the sites. This statistical information will not contain any personal identifying information.
- **1.3** The personal details available on these training websites are strictly confidential. Course centre personnel agree to use the data obtained from these websites in a fair and lawful manner solely for training and administrative purposes related to ALSG. Course centre personnel agree not to sell individual information and not to share the information with any other organisation or individual unless ALSG has given them prior written consent to do so.
- **1.4** Because the internet structure is global, and it is not possible to predict the routes that information is sent over the internet will take, the information you provide may be transferred temporarily via a route which takes it outside the European Economic Area as it passes between you and ALSG. By submitting your information you consent to this transfer.
- **1.5** The websites require users to have cookies enabled. This is to manage session information while the user is logged in. These are temporary cookies rather than permanent ones, which means that no critical or sensitive information is stored.

2. Acceptable Use

- 2.1 By using the Websites you agree to use them for lawful purposes. The Websites may not be used to harass, cause distress or inconvenience any individual person or organisation. You may not use the Websites to publish, post, distribute, disseminate or otherwise transmit defamatory, obscene, indecent or offensive content or to cause or promote an unlawful act.
- **2.2** You agree not to attempt to obtain unauthorised access through whatever means to any part of the Websites which is restricted and to which you are not entitled to access.

3. Passwords

3.1 Certain parts of the Websites may only be accessed using a password. ALSG may issue you with a password but is under no obligation to do so and reserves the right to refuse to issue you with a password without reason. In the event that you are provided with a password to make use of any part of the Websites, you must keep that password confidential and not allow it to be used by any other party.

4. Indemnity

4.1 By using these Websites you agree to indemnify ALSG and any of its trustees, directors, officers, employees and agents harmless from and against any and all costs, claims, demands, expenses and liabilities suffered or incurred by ALSG arising from or which is directly or indirectly related to your access to and/or use of the Websites and/or any other person's use of the Websites where such person was able to access the Websites using your password, and/or any other breach of the terms and conditions of the use of the Websites.

5. Termination of access to the Website

- **5.1** ALSG may terminate the provision of the Websites or restrict your access to all or any part of the Websites if any event beyond its reasonable control prevents ALSG from continuing to provide the Websites.
- **5.2** ALSG retains the absolute right with or without notice to prevent you accessing the Websites in part of its entirety where at the sole discretion of ALSG it is considered that you are contravening or have breached the Terms and Conditions of use of the Websites.

6. Intellectual property

6.1 All copyright, trademarks, design rights, patents, brand, business name and other intellectual property rights (registered and unregistered) in and on the Websites and all content (including but not limited to design, text and graphics, photographs, applications and information) displayed on these Websites and the selection and arrangement thereof belong to ALSG and are copyright of ALSG. In other cases material appears on the Websites with the specific consent of the relevant copyright owner. None of the contents of these Websites may be copied, reproduced, broadcast, transmitted, made available to the public or incorporated into any other website or other work of any kind, in any form whatsoever. Use of the Websites does not confer a right or licence to use any

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- **6.2** All trademarks, product names, brand names, company names, titles, copyrights or logos cited herein are the trademarks, trade names or copyrights of their respective owners. No permission is given by ALSG in respect of the use of any such trademarks, product names, brand names, company names, titles, copyrights or logos.
- **6.3** Other owners and or operators of websites may not link to the Websites for commercial or other purposes without the written consent of ALSG.

7. Warranty

- **7.1** ALSG makes no warranty whatsoever, including, without limitation, that the operation of the Websites will be uninterrupted or error-free; that defects will be corrected, that these Websites, including the server that makes it available, is free of viruses, worms, trojan horses or other destructive items.
- **7.2** ALSG expressly disclaims any representations or warranties of any kind, express or implied, including without limitation warranties of merchantability, fitness for any particular purpose, non-infringement, or as to the operation of these Websites or the content. ALSG does not warrant or make any representations as to the security of these Websites. ALSG does not warrant that the Websites or the servers which make these Websites available or electronic communications sent by ALSG are free from viruses or any other harmful element.

8. Disclaimers and Limitation of Liability

- 8.1 Links on these websites give access to external websites that are not under the control of ALSG. These external websites are not endorsed by ALSG and ALSG makes no warranties representations or undertakings nor accepts any liability or responsibility in connection with the content or use made of any website linked to these Websites.
- 8.2 In no event shall ALSG be liable for any direct, special, incidental, indirect or consequential damages of any kind arising out of or in connection with the use of these Websites or any information contained in them. ALSG shall not be liable under any circumstances for any personal injury, loss or damages that may arise from the use of information contained in these Websites however these might be caused. Anyone following the advice on these Websites does so entirely at their own risk.

9. Variation of terms

9.1 ALSG reserves the right to vary these terms of use from time to time. It is your responsibility to check these Terms and Conditions regularly. Your continued use of the Websites following any changes in Terms and Conditions will mean you have accepted the changes.

10. Non-enforcement of the Rights of ALSG

10.1 In the event that ALSG does not execute or enforce any right in these Terms and Conditions, this does not waive ALSG's right to enforce that right at a later date or on another occasion.

11. Jurisdiction and Choice of Law

11.1 These Terms and Conditions shall be governed by and interpreted in accordance with the laws of England and Wales which shall have exclusive jurisdiction over any disputes.

12. Contact

12.1 If you have any queries concerning any part of these Terms and Conditions and ALSG's Privacy Policy, please contact <u>webmaster@alsg.org</u>