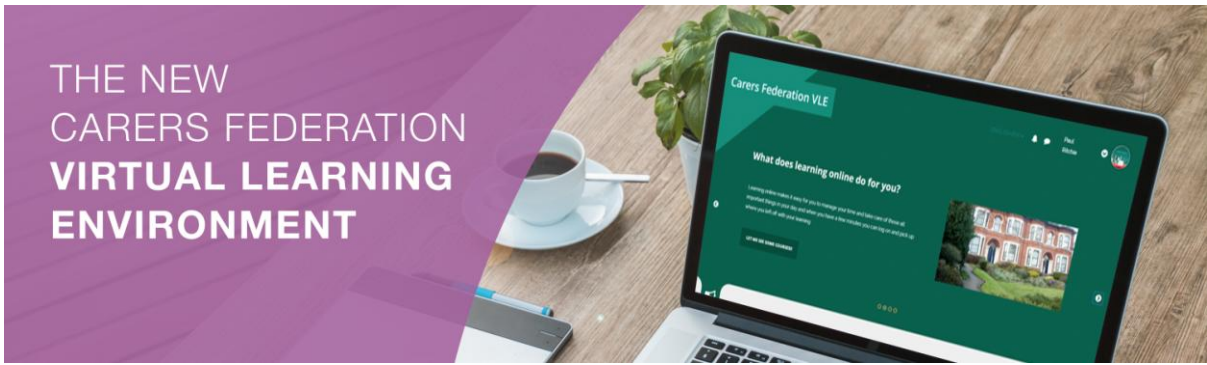


THE NEW CARERS FEDERATION VIRTUAL LEARNING ENVIRONMENT



CARERS FEDERATION VIRTUAL LEARNING ENVIRONMENT (VLE) WEBSITE

TERMS OF (VLE) WEBSITE AND ACCEPTABLE USE POLICY

This policy is effective from 1st August 2018

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE CONTINUING TO USE
THIS SITE**

1 Terms of (VLE) website use:

1.1 This terms of use and acceptable use policy (together with the documents referred to in it) tells you what the permitted uses are and the prohibited uses and the general terms of use on which you may make use of this website. A visitor or user of our site (“you” or “user”) includes those accessing, browsing, or registering, and purchasing from our site.

1.2 Please ensure you have read and understood this policy. It is important that you understand you are required to continue to honour and be bound by this policy and the provisions contained herein even after termination or natural conclusion of your account. We recommend that you print /electronically save a copy of this for future reference.

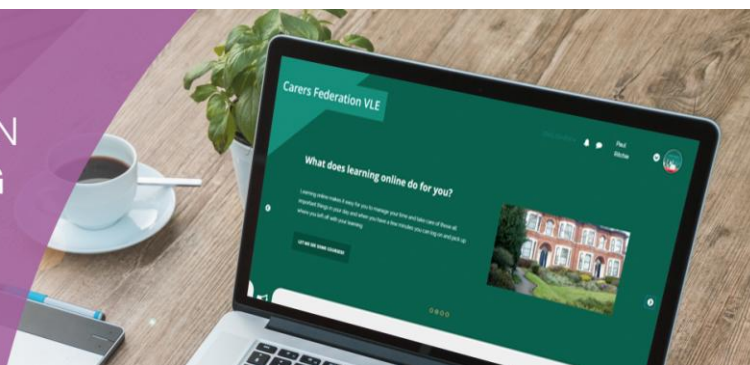
1.3 By ticking the box marked “I have read, understood and agree to the Terms of Use and Acceptable Use Policy and the Privacy Policy” or by using/browsing our site, you confirm that you accept these terms of use and acceptable use policy (“**terms of use**” or “**policy**”) and the Privacy Policy and that you agree to comply with them.

1.4 If you do not agree to this policy, you must not use our site.

2 Changes to these terms:

2.1 We may revise these terms of use at any time by amending this page. Please check this page from time to time to take notice of any changes we made, as they are legally binding on you.

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3 Other applicable terms:

3.1 Our Privacy:

3.1.1 Our [Privacy Policy](#) also applies to your use of our VLE site and sets out the terms on which we process any personal data we collect from you, or that you provide to us and your data protection obligations together with details about the cookies used by our site. By using our site, you consent to processing of your personal data (in accordance with the Data protection Act 1998 and the General data Protection Regulation (GDPR) 2018) and you warrant that all data provided by you in respect of any data you provide is accurate.

3.2 Changes to our site:

3.2.1 We may update our site from time to time, and may change the content, products and prices at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it.

3.3 Accessing our site:

3.3.1 Every effort is made to keep this site and any associated support up and running smoothly. However, we do not guarantee that our site, or any content on it, will always be available, uninterrupted or that support will be available. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.

3.3.2 You are responsible for making all arrangements necessary for you to have access to our site.

3.3.3 You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

3.4 Your account and password:

3.4.1 You can only access our site with a user name and password prescribed by ourselves. This access is time limited and will be closed/deleted once you have completed your course.



Your user name and user password will be set by ourselves as part of our security procedures, you must treat such information as confidential. You must not disclose or allow access to it from any third party.

3.4.2 We have the right to disable any User Account at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

3.4.3 If you know or suspect that anyone other than you knows your user password, you must promptly notify us at elarning@carersfederation.co.uk and we will take appropriate steps to make sure your access to our site is secure.

3.5 Intellectual property rights

3.5.1 Save where you have entered information and created any rights we are the owner or the licensee of all intellectual property rights in our site, and in the material published on it.

3.5.2 Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

3.6 Information we provide and no reliance on information:

3.6.1 Information we provide may include, but is not limited to, training materials, help files, hints and tips, tutorials, user support, alerts announcements and news articles and may be in any format. Format includes, but is not limited to text, images, photographs, audio, video and may be delivered by multiple mediums.

3.6.2 Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date.

3.7 User contributed information:

3.7.1 The information you contribute must be up to date and correct at the time of contribution and you must keep it up to date and correct as required by the 4th principle of the Data Protection Act 1998.



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3.7.2 All personal information must be dealt with in accordance with the Data Protection Act 1998 the General Data Protection Regulation (GDPR) 2018 as detailed in our Privacy Policy.

3.8 Limitation of our liability:

3.8.1 Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

3.8.2 To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied.

3.8.3 We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our site. or
- use of or reliance on any content displayed on our site.

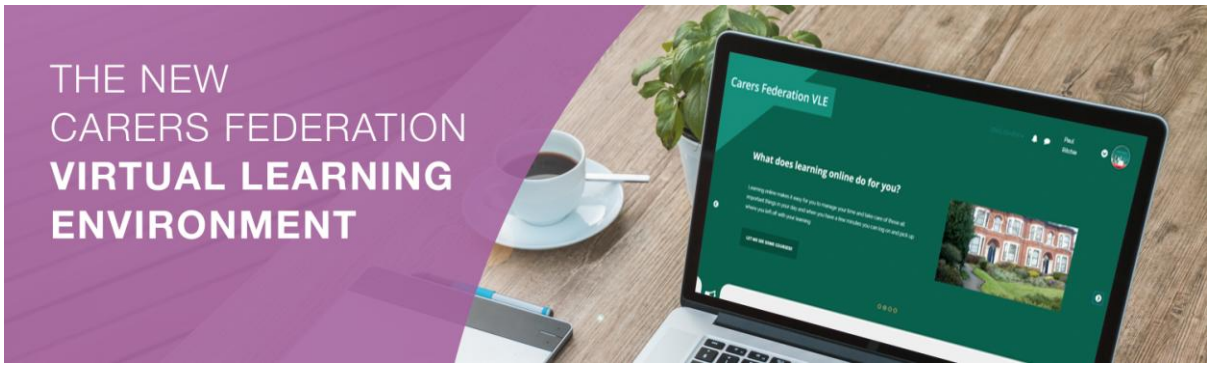
3.8.4 We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.

3.8.5 We assume no responsibility for the content of websites linked to our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

3.9 Uploading content to our site:

3.9.1 Whenever you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site, you must comply with the content standards set out in this policy.

3.9.2 You warrant that any such contribution does comply with those standards, and you may be liable to us and indemnify us for any breach of that warranty.



3.9.3 Any content you upload to our site will be considered confidential but may be used or distributed to third parties as set out in this policy.

3.9.4 We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

3.9.5 We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our site.

3.9.6 We have the right to remove any information or posting you make on our site if, in our opinion, your post does not comply with the content standards set out in this policy

3.9.7 The views expressed by other users on our site do not represent our views or values.

3.10 Viruses & Malware

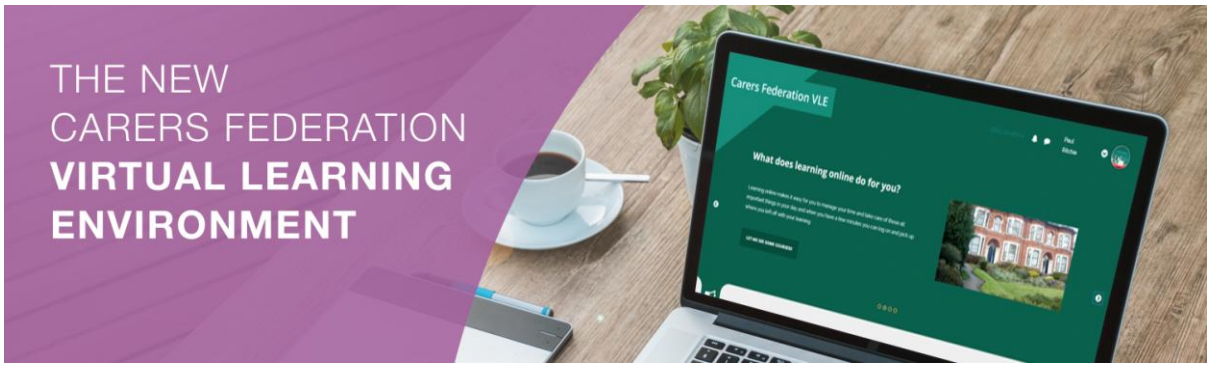
3.10.1 Although, as an organisation we have virus and malware protection software, we still advise that, you should have your own virus protection software.

3.10.2 You are responsible for configuring your information technology, computer programmes and platform in order to access our site.

3.10.3 You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored, or any server, computer or database connected to our site.

3.10.4 You must not attack our site via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

3.11 Linking to our site:



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3.11.1 You may link to our web site, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

3.11.2 You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

3.11.3 We reserve the right to withdraw linking permission without notice.

3.11.4 The website in which you are linking must comply in all respects with the content standards set out this policy.

3.12 Third party links and resources in our site:

3.12.1 Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only.

3.12.2 We have no control over the contents of those sites or resources. The inclusion of any links to other web sites does not imply a recommendation or endorsement of the views expressed on those web sites. You follow such links entirely at your own risk.

3.13 Prohibited uses:

3.13.1 You may use our site only for lawful purposes. You may not use our site:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm people, especially minors in any way.
- To send, knowingly receive, upload, download, use or reuse any material which does not comply with our content standards set out below.
- To transmit, or procure the sending of, any unsolicited or unauthorised material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

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3.14 You also agree:

3.14.1 Save as set out in this policy not to reproduce, duplicate, copy or resell any part of our site in contravention of the provisions of this policy.

3.14.2 Not to access without authority, interfere with, damage or disrupt:

- any part of our site.
- any equipment or network on which our site is stored.
- any software used in the provision of our site. or
- any equipment or network or software owned or used by any third party.

3.15 Content standards:

3.15.1 These content standards apply to all material which you contribute to our site (“**contributions**”) including customisation of resources requests, and to any interactive services associated with our site.

3.15.2 You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any contribution as well as to its whole.

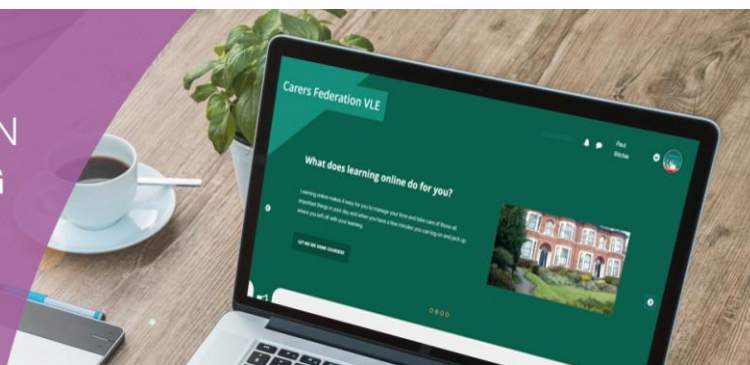
3.16 Contributions must:

- Be accurate (where they state facts).
- Be genuinely held (where they state opinions).
- Comply with applicable law in the UK and in any country from which they are posted.

3.17 Contributions must not:

- Contain any material which is defamatory of any person and/or any organisation.
- Contain any material which is obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.
- Promote violence.
- Promote discrimination.
- Infringe any copyright, database right or trade mark of any other person, organisation, company or entity.
- Be likely to deceive any person.

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- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

3.18 Suspension and termination:

3.18.1 We will determine, in our discretion, whether there has been a breach of this policy through your use of our site. When a breach of this policy has occurred, we may take such action as we deem appropriate.

3.18.2 Failure to comply with this policy constitutes a material breach of the terms of use upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our site.
- Immediate, temporary or permanent removal of any posting or material uploaded by you to our site.
- Issue of a warning to you.
- If appropriate, legal proceedings against you for costs (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.

3.19 Further legal action against you.

3.19.1 Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or are required, including but not limited to any law or court.

3.19.2 We exclude liability for actions taken in response to breaches of this policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

3.20 Applicable law



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3.20.1 Please note that this policy, its subject matter and its formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction.

4 Contact us:

4.1 You can contact us by phone, email or write to us.

Phone: 0115 9620310

Email: elarning@carersfederation.co.uk

Address: Carers Federation Ltd, Christopher Cargill House, 21-23 Pelham Road, Nottingham.
NG5 1AP