

## Click Terms & Conditions

1. **The Provider:** Grey Matter Learning Limited
2. **The Partner:** The purchaser of services as stated on the invoice
3. **Period:** Monthly, 12 month or 24 month as stated on the invoice
4. **Price:** As stated on the invoice
5. **Quantity:** As stated on the invoice
6. **The Product:** Access to Click (online assessment, learning and competence system)

### 7. **Payment:**

(a) The Partner accepts these terms and conditions as soon as the first payment has been made. An initial payment and a completed direct debit mandate, for subsequent monthly payments, will be required in order to access Click, unless otherwise stated on the invoice.

(b) Payments for the first two months will be based on the number of licences estimated by the Partner; thereafter, invoices will reflect the number of licences for the previous month.

(c) Where payment of any invoice or part of an invoice is not made in accordance with these terms and conditions, the Provider will be entitled to:

- (1) Suspend licence provision and any other services to be performed under any other arrangement to the Partner. A reconnection charge will be applied to the Partner, equal to the previous month's payment, in order for services to be resumed;
- (2) Terminate with immediate effect and pursue outstanding payment(s).

### 8. **Terms:**

(a) Each person using Click ("Learner") requires their own licence (not a generic or shared username) and they may access and use the Product an unlimited number of times during the Period. The Provider reserves the right to deactivate any generic or shared accounts. A valid email address is required for each Learner.

(b) The number of licences is specified on the invoice. These are solely for use by the Partner and resale of licences is not permitted without written permission by the Provider.

(c) No refunds are available for licences that are not used.

(d) Bulk import for adding large numbers of Learners and organisational structures can be set up by the Provider upon request.

(e) The number of licences reflect the number of Learners set up to use Click at any one time during the Period. The Partner may delete licences and set up new Learners to recycle the licences without notifying the Provider. Inactive licences held on Click, e.g. for long-term leave or HR purposes (provided there is a legitimate business reason for keeping them) are chargeable as a standard licence.

### 9. **Technical:**

(a) The Provider will securely host the Product and there will be no requirement for the Partner to download or buy additional software to run or access Click. Full details of hosting security details are available upon request.

(b) Learners will need to be able to access the internet with up-to-date operating systems. The Provider is not responsible for the provision of hardware or internet access, or the quality of these.

(c) While it is unlikely to occur, the Provider is not responsible for any damage to data, software, hardware, telecommunications or other equipment (including damage caused by virus transmission) that the Partner may experience as a result of visiting the Provider's website or any of its links. The Provider has implemented centralised, automated virus detection and virus software updates. All of the Provider's PCs have anti-virus software installed to detect and remove any virus automatically. The internal

anti-virus policy stipulates that individuals must not: remove or disable anti-virus software; attempt to remove virus-infected files or clean up an infection, other than by the use of approved anti-virus software and procedures, and; report immediately any system warnings or behaviours that might indicate a virus, malware or unauthorised access has occurred.

#### **10. Intellectual Property Rights:**

(a) Materials, documents, web pages and learning resources including eLearning and assessments may not be copied, reproduced or disclosed to any third party without prior written consent of the Provider. The Product contains intellectual property owned by the Provider that cannot be used without a licence agreement or written permission. Some of the learning content may from time to time be licensed to the Provider by a third party and protected under their intellectual property rights and cannot be used without a licence agreement or written permission. Please check and seek permission to avoid infringing copyright.

(b) The Provider allows the Partner to print and locally save copies of assessment results, training needs analysis, reports and certificates. The Partner will be responsible for the safe use, destruction and storage of data and also compliance with General Data Protection Regulations (“GDPR”).

(c) The Provider’s website may contain information and links to and from other online resources. The Provider does not maintain or control the content of these resources and the inclusion of such links does not imply that the Provider endorses or guarantees the reliability or accuracy of the information they contain.

#### **11. Implementation and Support:**

(a) The Partner will need to plan and prepare for Click implementation at the appropriate level for their organisation. The Provider will make available reasonable support and Learner guide resources.

(b) The Provider can offer additional bespoke set-up services and ongoing personalised support at extra cost. The Provider offers the use of a Customer Service Desk to the Partner during normal office hours.

#### **12. Changes:**

(a) The Product and all information contained within the website of the Provider is subject to alteration with or without notice.

(b) The Provider reserves the right to change and update modules and resources, to add extra resources and to remove modules and resources which become obsolete.

#### **13. Cancellation:**

(a) The Partner has the right to cancel these terms and conditions by giving the Provider:

(1) 30 days’ written notice for Partners paying licences under Monthly pricing terms

(2) 90 days’ written notice for Partners paying licences under 12 or 24 Month pricing terms

A final invoice will be sent by the Provider covering the cancellation period after which no further monies will be due and access to Click and any data contained therein will no longer be available to the Partner. No refunds are available for unused licences, part months or unused months.

(b) If the Partner cancels their direct debit, at any time, without notifying the Provider, access to Click will immediately be deactivated. Any outstanding invoices will become immediately due for payment. Partners paying under 12 or 24 Month pricing terms who cancel their direct debit, without giving the required 90 days’ written notice, will also be invoiced for the 90 day cancellation period and this amount will be due for payment immediately. A reconnection charge will be applied to the Partner should the Partner require access to be reactivated following cancellation of the direct debit.

(c) Upon written notice of cancellation or termination of the direct debit, the Provider reserves the right to contact individual Learners set up under the Partner’s account to support them to continue directly accessing their electronic learning records via Click under monthly payment terms. Irrespective of whether such an arrangement is made, data will be held for a 12 month period after the end of the cancellation period. The Provider can reactivate this data for the Partner at any point during this 12

month period for the purpose of inspection or re-engagement, subject to the payment of licence fees. Once deleted, after 12 months, this data is non-retrievable.

(d) If the Partner does not cancel, the Provider will continue to provide, and invoice for, the Product.

**14. Privacy and Data Protection:**

(a) The Provider is registered with the Information Commissioner's Office (registration number Z1710421), the designated statutory authority. The Provider will need to hold personal data obtained in order to provide the Product to the Partner. The Partner hereby allows the Provider to hold and process personal data obtained about the Partner and the Learners (including usernames and passwords).

(b) The Provider does not provide information to any third parties without the consent of the Partner. The Provider takes reasonable technical and procedural precautions to prevent the loss, misuse or unauthorised alteration of personal data. The Provider will inform the Partner about other products and services of the Provider, but the Partner may stop receiving such messages at any time by contacting the Provider. Full details of our Privacy Policy can be found on the Provider's website. Any personal data will be treated in accordance with GDPR.

(c) Where the Provider acts as a Data Processor under the General Data Protection Regulations (GDPR), they will act in accordance with these regulations except where a local (English) law or regulatory frameworks require compliance from the Provider, for example where the Data Subject's or Data Controller's right to erasure conflicts with law enforcement.

(d) Where the Provider acts as a Data Controller under GDPR, they will act in accordance with these regulations except where a local (English) law or regulatory frameworks require compliance from the Provider, for example where the Data Subject's right to erasure conflicts with law enforcement. The Partner must make sure that any data that identifies people e.g. those being cared for is not recorded on Click to comply with GDPR. When adding evidence about situations relating to individuals, names must be changed to protect their identity.