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## **TERMS AND CONDITIONS FOR THE SUPPLY OF THE PLATFORM**

**THE EMPLOYER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSE 8 (LIMITATION OF LIABILITY).**

- A. Gradbase owns and operates the CPD Standards Office Digital Accreditation Platform (a Blockchain technology based service defined below) which allows Authorised Employers to verify that details of academic, educational and professional (including but not limited to CPD) accreditations, certificates, awards and prizes claimed by Candidates match those provided by Accreditation Providers.**
  
- B. The Employer wishes to become an Authorised Employer and to purchase the Platform subject to these Conditions**

**1. Interpretation**

**The following definitions and rules of interpretation apply in these Conditions.**

**1.1 Definitions:**

**Acceptable Use Policy:** Gradbase's acceptable use policy as updated, varied or amended from time to time, the current version of which can be found on the Platform Website.

**Applicable Data Protection Law:** means the laws of England and Wales including the GDPR. Where the data controller (Accreditation Provider) and/or the data subjects (Candidates) are outside the European Economic Area (EEA) and the normal reach of the GDPR then the applicable rules in any relevant territory designed to ensure compliance with data protection rules shall apply to the Employer in so far as they exceed the requirements of the GDPR.

**Authorised Employer(s):** a firm, person or company which has entered into a Contract with Gradbase and the CPD Standards Office allowing it to use the Platform to check whether Accreditation Details match those supplied by Accreditation Providers.

**Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Candidate(s):** individuals, also data subjects, who have registered to use the Platform to provide a means of verifying that their accreditations match the Accreditation Details

supplied by Accreditation Providers (and excluding all Employers, Accreditation Providers and corporate bodies)

**Candidate Data:** means all data relating to Candidates (including Personal Data, Sensitive Data and Accreditation Details) received by the Employer through/ by means of the Platform

**Charges:** the charges payable by the Employer for the supply of the Platform in accordance with clause 5 (Charges and payment) and the Payment Plan.

**Commencement Date:** has the meaning given in clause 2.2.

**Conditions:** these terms and conditions as amended from time to time in accordance with clause 11.5.

**Contract:** the contract between Gradbase, the CPD Standards Office and the Employer for the supply of the Platform including the placement of the Order by the Employer together with Gradbase's acceptance of the Order; the Service Description, the Acceptable Use Policy, the Web Terms, the Payment Plan and these Conditions.

**Employer:** the person or firm who purchases the Platform from Gradbase and the CPD Standards Office subject to these Conditions whose details are set out on the Order.

**Employer Default:** has the meaning set out in clause 4.2.

**GDPR:** means the EU General Data Protection Regulation ((EU) 2016/679)

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Order:** the electronic purchase order form submitted by the Employer upon registration.

**Payment Plan:** the specific payment plan offered by Gradbase and selected by the Employer to pay for the Platform and with which the Employer must comply

**Personal Data:** has the meaning given to it under the GDPR or other Applicable Data Protection Law and includes any information relating to an identified or identifiable natural person;

**Accreditation Details:** details of Candidates' accreditations and educational and professional history which may include:- Candidates' full name, institution attended, course attended, dates of attendance including start date and date of graduation, accreditations obtained and grades awarded and a photograph of the Candidate

**Accreditation Provider(s):** providers of academic or professional courses and/or accreditations, also the data controllers, which have entered into agreements with Gradbase and the CPD Standards Office under which they will make Candidate Data available through the Platform

**QR Code;** a code supplied to Candidates which Candidates may pass to Authorised Employers to allow them to access Candidate Data via the Platform

**“Service” or “Platform”:** the CPD Standards Office Digital Accreditation Platform, a Blockchain technology based service which will allow the Employer, on being supplied by a valid QR Code by a Candidate to verify that the Candidate’s Accreditation Details are accurate as more particularly set out in the Service Description and subject to this Contract, including these Conditions, the Web Terms, the Acceptable Use Policy and the Payment Plan.

**Gradbase:** Gradbase Limited, registered in England and Wales with company number 10151857.

**The CPD Standards Office:** XX, registered in England and Wales with company number X.

**Gradbase Materials:** means any physical or digital object which is required to access specific functions of the Platform.

**Platform Website:** <https://cpdso.gradba.se> or as updated or varied by Gradbase from time to time

**Sensitive Personal Data:** has the meaning given to it under the GDPR or other Applicable Data Protection Law and includes, for example, medical information about a data subject or photographs.

**Service Description:** the detailed description of the Platform at [cpdso.gradba.se/service\\_desc](https://cpdso.gradba.se/service_desc) as updated or varied by Gradbase from time to time .

**Web Terms:** Gradbase’s terms for the use of the Platform Website as updated, varied or amended from time to time, the current version of which can be found on the Platform Website

- 1.2 Interpretation:
- 1.3 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- 1.4 Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.5 A reference to **writing** or **written** includes email.

## **2. Basis of contract**

2.1 The Order is an offer by the Employer to purchase the Platform in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when Gradbase or the CPD Standards Office sends a written acceptance of the Order by email to the Employer at which point and on which date the Contract shall come into existence (**Commencement Date**).

2.3 Any descriptions or advertising created by Gradbase and the CPD Standards Office, are issued or published for the sole purpose of giving an approximate idea of the Platform described in them. They shall not form part of the Contract or have any contractual force.

2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Employer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.5 Without limitation, the Employer will comply with the Acceptable Use Policy. The Web Terms and the Payment Plan.

## **3. Supply of the Platform**

3.1 In consideration of the fees payable pursuant to the Payment Plan, Gradbase will supply the Platform/make the Platform available to the Employer in accordance with the Service Description in all material respects.

3.2 Any performance dates quoted by Gradbase and the CPD Standards Office shall be estimates only and time shall not be of the essence for performance of the Platform.

3.3 Gradbase and the CPD Standards Office reserve the right to amend the Service Description and the Platform from time to time if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services. Any changes to the Service Description will be posted on [cpdso.gradba.se/legals](http://cpdso.gradba.se/legals).

3.4 Gradbase and the CPD Standards Office warrant to the Employer that the Platform will be provided using reasonable care and skill.

## **4. Employer's obligations**

4.1 The Employer will:

- (a) ensure that the details of the Order and all information it provides to Gradbase and the CPD Standards Office are complete and accurate;
- (b) co-operate with Gradbase in all matters relating to the Platform;
- (c) provide Gradbase with such information and materials as Gradbase may reasonably require in order to supply the Platform to it, and ensure that such information is complete and accurate;
- (d) obtain and maintain all necessary licences, permissions and consents which may be required for it make use of the Platform including, without limitation, any required consents from Candidates to process Candidate Data;
- (e) comply with all applicable laws, including laws relating to confidentiality, employment and data protection;
- (f) use any user identification code, password or any other piece of information required as part of Gradbase's security procedures and treat such information as confidential. Such information must not be disclosed to any third party.
- (g) store, use, process and dispose of all Candidate Data (including Accreditation Details) and QR Codes confidentially and strictly in accordance with all applicable laws and regulations including all relevant and Applicable Data Protection Law including but not limited to the EU GDPR.
- (h) without prejudice to its obligations in 4.1(g) take appropriate technical and organisational measures against the unauthorised or unlawful processing of Candidate Data and against the accidental loss or destruction of, or damage to, Candidate Data
- (i) comply with such technical, administrative and security procedures as may be required by Gradbase and the CPD Standards Office to use Platform

4.2 If Gradbase's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the or failure by the Employer to perform any relevant obligation or without limitation, the Employer fails to make payments in line with its Payment Plan (**Employer Default**):

- (a) without limiting or affecting any other right or remedy available to it, Gradbase shall have the right to suspend supply/availability of the Platform until the Employer remedies the Employer Default;
- (b) Gradbase will not be liable for any costs or losses sustained or incurred by the Employer arising directly or indirectly from Gradbase's failure or delay to perform any of its obligations as set out in this clause 4.2; and
- (c) the Employer shall reimburse Gradbase on written demand for any costs or losses sustained or incurred by Gradbase arising directly or indirectly from the Employer Default.

## **5. Charges and payment**

- 5.1 The Charges for the Platform shall be set out in the Payment Plan selected by the Employer.
- 5.2 Gradbase reserves the right to review and increase the Charges not more frequently than once each calendar quarter and provided that any such increase will not be greater than 25%. Gradbase will give not less than 28 days' notice by email of any such increase.
- 5.3 The Employer shall pay each invoice submitted by Gradbase:
- (a) at the times for payment set out on the Payment Plan and without limitation, such payments may be collected automatically by Gradbase's payment processor ; and
  - (b) in full and in cleared funds and

time for payment shall be of the essence of the Contract.

- 5.4 All amounts payable by the Employer under the Contract are exclusive of amounts in respect of value added tax or any other sales tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by Gradbase to the Employer, the Employer shall, on receipt of a valid VAT invoice from Gradbase, pay to Gradbase such additional amounts in respect of VAT as are chargeable at the same time as payment is due.
- 5.5 If the Employer fails to make a payment due to Gradbase under the Contract/in line with the Payment Plan by the due date, then, without limiting Gradbase's remedies under clause 9, the Employer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 5.5 will accrue each day at 2% a year above the Bank of England's base rate from time to time, but at 2% a year for any period when that base rate is below 0%.
- 5.6 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## **6. Intellectual property rights**

- 6.1 All Intellectual Property Rights in or arising out of or in connection with the Platform (other than Intellectual Property Rights in any materials provided by the Employer) are owned by Gradbase.



- 6.2 Gradbase and the CPD Standards Office grant to the Employer, or shall procure the direct grant to the Employer of, a worldwide, non-exclusive, royalty-free licence during the term of the Contract (and so long as to use such Intellectual Property Rights as are strictly required for the purpose of accessing and using the Platform.
- 6.3 The Employer must not sub-license, assign or otherwise transfer the rights granted in clause 6.2.
- 6.4 The Employer grants to Gradbase and the CPD Standards Office a worldwide, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Employer to Gradbase and the CPD Standards Office for the term of the Contract for the purpose of providing the Platform.

## **7. Data Processing**

- 7.1 The Employer does not act as a data processor for Gradbase in respect of any Candidate Data.
- 7.2 Without limitation the Employer is responsible for obtaining all consents and permissions and for providing all notifications to data subjects that may be legally required under Applicable Data Protection Law for its processing of Candidate Data.

## **8. LIABILITY**

- 8.1 Nothing in the Contract shall limit or exclude the CPD Standards Office's and Gradbase's liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
  - (b) fraud or fraudulent misrepresentation; or
  - (c) any other liability which cannot be limited or excluded by applicable law.
- 8.2 Subject to clause 8.1, Gradbase and the CPD Standards Office shall not be liable to the Employer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- (a) loss of profits;
  - (b) loss of sales or business;
  - (c) loss of agreements or contracts;
  - (d) loss of anticipated savings;
  - (e) costs of engaging or dismissing any Candidate;
  - (f) loss of use or corruption of software, data or information;

- (g) loss of or damage to goodwill; and
- (h) any indirect or consequential loss.

- 8.3 Subject to 8.1 and without prejudice to the generality of 8.2 Gradbase **cannot and does not independently check or verify any Candidate Data** (including Accreditation Details) which are provided by Candidates and/or Accreditation Providers. **Gradbase cannot therefore be responsible or liable for the accuracy of any information supplied by Candidates or Accreditation Providers.** Any queries about the accuracy of Accreditation Details or Candidate Data should be raised lawfully with the Candidate or Accreditation Provider concerned and **Employers should carry out reasonable and lawful due diligence, checks and procedures before engaging/employing any Candidate. The use of the Platform should not be a substitute for such due diligence, checks and procedures.**
- 8.4 Subject to 8.1 and without prejudice to the generality of 8.2 and 8.3 Gradbase will not be liable in any way whatsoever for :- (a) the failure of any Accreditation Provider to supply any details; (b) the accuracy, applicability or otherwise of any details supplied or verified by any Accreditation Provider; (c) any act, omission or failure by any Accreditation Provider; (d) any failure by any Authorised Employer (including the Employer) or Freemium User to use the Platform (whether properly or at all); (e) any act or omission of any Authorised Employer (including the Employer) or Freemium User including any failure or inability to appoint a Candidate; (f) the accuracy, applicability or otherwise of any details supplied by any Candidate; and (d) any act, omission or failure by any Candidate.
- 8.5 Gradbase and the CPD Standards Office cannot guarantee that the Platform or the Platform Website or access thereto will be permanent, constant or uninterrupted.
- 8.6 Subject to clause 8.1 and 8.2, Gradbase's total liability to the Employer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to 125% of the total Charges paid by the Employer to Gradbase in the preceding 12 months of the Contract..
- 8.7 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 8.8 This clause 8 shall survive termination of the Contract.

## **9. Termination**

- 9.1 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party 28 days' written notice.
- 9.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 28 days of that party being notified in writing to do so;
  - (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
  - (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
  - (d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 9.3 Without affecting any other right or remedy available to it, Gradbase may terminate the Contract with immediate effect by giving written notice to the Employer if:
- (a) the Employer fails to pay any amount due under the Contract (including its Payment Plan) on the due date for payment.
- 9.4 Without affecting any other right or remedy available to it, Gradbase may suspend the supply of the Platform if the Employer fails to pay any amount due under the Contract/Payment Plan on the due date for payment, the Employer becomes subject to any of the events listed in clause 9.2(b) to clause 9.2(d), or Gradbase reasonably believes that the Employer is about to become subject to any of them.

## **10. Consequences of termination**

- 10.1 On termination of the Contract:
- (a) the Employer shall immediately pay to Gradbase all of Gradbase's outstanding unpaid invoices and interest and, in respect of services supplied but for which

no invoice has been submitted, Gradbase shall submit an invoice, which shall be payable by the Employer immediately on receipt;

- (b) the Employer shall return all of the Gradbase Materials.
- (c) The Employer will cease to have any right to use/ access the Platform

10.2 Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

10.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

## **11. General**

**11.1 Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

### **11.2 Assignment and other dealings.**

- (a) Gradbase may at any time assign, subcontract, delegate or deal in any other manner with any or all of its rights and obligations under the Contract.
- (b) The Employer shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.

### **11.3 Confidentiality.**

- (a) Each party undertakes that it shall not at any time during the Contract, and for a period of two years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 11.3(b). This obligation is without prejudice to duties of confidentiality the parties may have to Candidates
- (b) Each party may disclose the other party's confidential information:
  - (i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to

whom it discloses the other party's confidential information comply with this clause 11.3; and

- (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

**11.4 Entire agreement.**

- (a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- (c) Nothing in this clause shall limit or exclude any liability for fraud.

**11.5 Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**11.6 Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

**11.7 Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

**11.8 Notices.**

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or (in the case of Gradbase) sent by email to the address specified on the Platform Website.
- (b) Any notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or, if sent by email, at 9.00 am on the next Business Day after transmission (if not notice of non delivery has been received).
- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

**11.9 Third party rights.**

- (a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- (b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

**11.10 Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

**11.11 Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.