

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE**

**WHAT'S IN THESE TERMS?**

These **terms** tell you the rules for using our **website** cpdso.gradba.se (**our site**).

Navigate to the pages below to go straight to more information on each area:

- *Who we are and how to contact us* (page 1).
- *By using our site you accept these **terms*** (page 1).
- *There are other **terms** that may apply to you* (page 2).
- *We may make changes to these **terms*** (page 2).
- *We may make changes to our site* (page 2).
- *We may suspend or withdraw our site* (page 2).
- *You must keep your account details safe* (page 3).
- *How you may use material on our site* (page 3).
- *We are not responsible for **websites** we link to* (page 3).
- *User-generated content is not approved by us* (page 4).
- *When we are responsible for loss or damage suffered by you* (page 4).
- *Rules about uploading content to our site* (page 5).
- *We are not responsible for viruses and you must not introduce them* (page 5).
- *Rules about linking to our site* (page 6).
- *Which country's laws apply to any disputes?* (page 6)

**WHO WE ARE AND HOW TO CONTACT US**

cpdso.gradba.se is a site operated by Gradbase Limited ("We" or "Gradbase"). We are registered in England and Wales under company number 10151857 and have our registered office at International House, 12 Constance St London, England, E16 2DQ. Our main trading address is International House, 12 Constance St London, England, E16 2DQ. Our VAT number is 250 8887 75

We are a limited company.

To contact us, please email [contact@gradba.se](mailto:contact@gradba.se).

Gradbase owns and operates a process that uses Blockchain technology to help the CPD Standards Office issue, and allow **Employers** to verify, **Candidates' accreditations** ("**Platform**").

**BY USING OUR SITE YOU ACCEPT THESE TERMS**

By using our site, you confirm that you accept these **terms** of use and that you agree to comply with them.

If you do not agree to these **terms**, you must not use our site.

We recommend that you print a copy of these **terms** for future reference.

## THERE ARE OTHER TERMS THAT MAY APPLY TO YOU

- Our **Privacy Notice** [cpdso.gradba.se/privacy\\_notice](https://cpdso.gradba.se/privacy_notice) , which sets out the **terms** on which we process any personal data we collect from you, or that you provide to us. Please read through our **Privacy Notice**. By using our site, you consent to our processing your data as described in the **Privacy Notice** and you confirm that all data provided by you is accurate.
- Our Cookie Policy [cpdso.gradba.se/cookies\\_policy](https://cpdso.gradba.se/cookies_policy) , which sets out information about the cookies on our site.
- If you are an **Employer** and you use or want to use the **Platform** then our **Terms and Conditions** [cpdso.gradba.se/empl\\_terms](https://cpdso.gradba.se/empl_terms) will also apply to you. If you are interested in using the Platform then please contact us on +44(0)7528227451 or email us at [contact@gradba.se](mailto:contact@gradba.se) .
- If you are a **Candidate** and you wish to allow Employers to be able to verify your accreditations through the **Platform** then you need to agree that we can use your details as set out in our **Privacy Notice** and to our **Candidates' Terms**. You may have agreed to this by submitting a separate form given to you by your Accreditation Provider. You can also do this at [cpdso.gradba.se/candidates\\_terms](https://cpdso.gradba.se/candidates_terms) .
- If you are a **Accreditation Provider** and you verify or wish to verify Candidates' accreditations through the **Platform** then you will have or will need to agree a Data Processing Agreement with us. If you are interested in using the Platform then please contact us on +44(0)7528227451 or email us at [contact@gradba.se](mailto:contact@gradba.se) .

## WE MAY MAKE CHANGES TO THESE TERMS

We amend these **terms** from time to time. Every time you wish to use our site, please check these **terms** to ensure you understand the **terms** that apply at that time. These **terms** were most recently updated in October 2020.

## WE MAY MAKE CHANGES TO OUR SITE

We may update and change our site from time to time to reflect changes to our products, to the **Platform**, our users' needs and our business priorities. We will try to give you reasonable notice of any major changes.

## WE MAY SUSPEND OR WITHDRAW OUR SITE

Our site is made available free of charge although if you are an Employer and you want to use/access the **Platform** then you will need to pay a fee and agree to our **Terms and Conditions**.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

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.

#### **YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE**

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion (and as applicable) you have failed to comply with any of the provisions of these **terms** of use, our **Terms and Conditions**, the **Candidates' Terms** or any Data Processing Agreement we have agreed with you.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [contact@gradba.se](mailto:contact@gradba.se).

#### **HOW YOU MAY USE MATERIAL ON OUR SITE**

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any public page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these **terms** of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

#### **WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO**

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked **websites** or information you may obtain from them.

We have no control over the contents of those sites or resources.

#### **USER-GENERATED CONTENT IS NOT APPROVED BY US**

This **website** may include information and materials uploaded by other users of the site including, without limitation, details Candidates have uploaded *directly* onto the website. **This information and these materials have not been verified or approved by us.**

#### **Candidates' accreditations and other details made available and accessed through the Platform have been formally verified by Accreditation Providers**

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

If you wish to complain about information and materials uploaded by other users please contact us on [contact@gradba.se](mailto:contact@gradba.se).

#### **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

##### **Whether you are a consumer or a business user:**

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- Different limitations and exclusions of liability will apply to liability arising as a result of (i) the supply of any products to you, including without limitation access to the **Platform** which will be set out in our **Terms and Conditions** [cpdso.gradba.se/web/terms](https://cpdso.gradba.se/web/terms) and (ii) your registration as a Candidate, which are set out in the **Candidates' Terms** [cpdso.gradba.se/candidates/terms](https://cpdso.gradba.se/candidates/terms) and (iii) your registration as a Verifier, which are set out in the **Verifiers' Terms** [cpdso.gradba.se/empl/terms](https://cpdso.gradba.se/empl/terms) and (iv) your registration as an Issuer, which are set out in the **Data Processing Agreement**.

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##### **If you are a business user:**

- We exclude all implied **conditions**, warranties, representations or other **terms** that may apply to our site or any content on it.
- We will not be liable to you 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.
- In particular, we will not be liable for:
  - loss of profits, sales, business, or revenue;
  - business interruption;
  - loss of anticipated savings;
  - loss of business opportunity, goodwill or reputation; or
  - any indirect or consequential loss or damage.

##### **If you are a consumer user:**

- Please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to

you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

- If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

### **UPLOADING CONTENT TO OUR SITE**

Whenever you make use of a feature that allows you to upload content directly to our site, or to make contact with other users of our site, you must comply with the content standards set out in our Acceptable Use Policy [cpdso.gradba.se/acceptable\\_use](https://cpdso.gradba.se/acceptable_use) .

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload directly to our site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us and other users of our site a limited licence to use, store and copy that content and to distribute and make it available to third parties as set out in particular in our Privacy Notice and Candidates Terms.

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.

We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the content standards set out in our Acceptable Use Policy [cpdso.gradba.se/acceptable\\_use](https://cpdso.gradba.se/acceptable_use) .

You are solely responsible for securing any content you have directly uploaded onto the site.

### **WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM**

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that 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. 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 co-operate 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.

## **RULES ABOUT LINKING TO OUR SITE**

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

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.

You must not establish a link to our site in any **website** that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

The **website** in which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy [cpdso.gradba.se/acceptable\\_use](https://cpdso.gradba.se/acceptable_use) . If you wish to link to or make any use of content on our site other than that set out above, please contact [contact@gradba.se](mailto:contact@gradba.se).

## **WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?**

If you are a consumer, please note that these **terms** of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these **terms** of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.