

Terms and Conditions Strategic Exports Controls Course

Part 1

1. Terms applying to all users of the Strategic Export Controls website.

The terms and conditions of use of the ('Terms') **www.StrategicExportsControls.org** (the 'Website') must be read before using the Website. The terms and conditions in Part 2 apply alongside Part 1 when a Licence to use the website has been granted.

In these Terms, 'we', 'us' and 'Strategic Export Controls Course Provider (hereinafter SECC Provider)' **means:**

Cranfield University
UK Defence Academy
Shrivenham
Wiltshire
Sn6 8LA

EGAD
Marlborough House
Headley Road
Hindhead
Surrey
GU26 6LG

Cranfield University is the owner of the URL and the website system. The content of the website is jointly owned by Cranfield University and EGAD. By using this Website you agree to be bound by these Terms. You acknowledge that you are responsible for taking appropriate precautions against viruses, hacking and other types of computer misuse.

Whilst we try to ensure that the Website does not contain any error, defect, malfunction or corruption, we do not accept responsibility for any damage to or loss of data on your computer system, network or server that results from the download or use of the Website or any materials made available via the Website (except for death or personal injury caused by our negligence).

We reserve the right to suspend access to the Website for scheduled maintenance, although these will be kept to a minimum. Access may also be interrupted due to failures of telecommunications links and equipment, which are beyond the control of SECC Provider. You accept that you will not have a claim for breach of contract or otherwise in respect of such period of unavailability. You also acknowledge that we cannot be held responsible for any delay or disruptions that are inherent in the operation of the Internet and the World Wide Web, including viruses.

We shall not be liable to you for any of the following types of loss or damage arising out of or in connection with your use of the Website or any or content and/or facilities provided via the Website:

- any loss of profits, loss of earnings, loss of anticipated savings, goodwill or revenue;

- any loss or corruption of data; or
- any indirect or consequential loss.

The exclusions and limitations of liability contained in this section do not apply to:

- any loss or damage resulting from death or personal injury caused by our negligence;
- loss or damages arising from our fraudulent misrepresentation; or
- any other losses which may not be excluded or limited by law.

Each provision of this Paragraph shall be construed separately as between you and us. If any part is held by a court to be unreasonable, inapplicable or unenforceable, then the other parts shall still apply. If any provision of these Terms becomes void or otherwise unenforceable in whole or in part, the validity of the remainder of these Terms shall not be affected.

If either we or you fail to enforce, or delay in enforcing, any of our respective rights or remedies under these Terms, such failure or delay shall not operate as an agreement to waive that right or remedy, and shall not prevent us from exercising that right or remedy in the future.

These Terms are governed by and shall be construed in accordance with English law. Any dispute arising between us under or in connection with these Terms shall be subject to the exclusive jurisdiction of the English courts.

2. Purpose of the Website

The purpose of the Website is solely to provide educational information and material. This website does not provide nor should be used to provide any legal or business advice on strategic export controls or any other matters. This website does not purport to ensure that any business or individual is compliant with any UK or international legislation.

3. Third Party Links

The Website may include links to third-party websites. This may include links to sites owned by associated companies of the SECC Provider. Any link is provided solely for your convenience and is accessed at your own risk. We are not responsible in any way for the content of any third party website or for goods or services provided by the operators of such websites, and, unless otherwise stated are not responsible for and do not endorse or recommend any third party website or its availability or contents or any agreement or understanding you enter into with a third party through a third party website. If you choose to use any of the links provided, you should read the terms and conditions and privacy statement of the third party website. The SECC Provider does not accept any liability for any loss, damage, expense, costs or liability whatsoever incurred by you in respect of these third party websites.

4. Amendments to the Terms

23/01/08 – Last revised version of these Terms and Conditions

We reserve the right to amend these Terms from time to time. When we make a change we will update this page of the Website. If we do so, the updated version will be effective as soon as it is uploaded on to this Website. The date of the last revision to these Terms is provided at the end of the Terms. We recommend that you visit this page each time you visit the Website to ensure that you are aware of and are complying with any changes that we have made to these Terms. If you continue to use the Website you will be deemed to have accepted those changes from the point at which these changes come into effect.

Part 2

5. Terms applying if you register for a Strategic Exports Control Course

These Terms and Conditions ('Terms') apply to the provision of courses advertised on www.StrategicExportsControls.org (the 'Website')

For the purposes of these Terms:

- **'Course Materials'** means the materials set out on the Website; and any residential course where applicable;
- **'Course Fee'** means the fee payable for the provision of the Services.
- **'Credit'** means the number of individual user accounts held by a Licence Holder
- **'Company Administrator'** means the person/s appointed by the **'Licence Holder'** to deal with the running and administration of the licence granted by the SECC Provider
- **Licence** is the licence to have access to a particular Course Materials and Services on the Website as paid for by the Licence Holder and agreed by the SECC Provider.
- **'Licence Holder'** means the Company or Individual who has been granted a Licence to use the Website in accordance with these Terms.
- **'register'** means the assignment of a Credit by the Company Administrator to a specific individual by registering their email address and password. 'Registering' for a course and the term "registration" and "Registered User" shall be construed accordingly.
- **'Services'** means the provision of the Course Materials in electronic format via the Website and the provision of tutorial and other support;
- **'Strategic Export Controls Course (hereinafter SECC)'** means any and all of the courses provided on the Website
- **Strategic Export Controls Course Administrator (hereinafter SECC Administrator)'** means the information technology team and administration team based at Cranfield University who have responsibility for running and maintaining the Website and administering the SECC.
- **'you'** means those receiving the Services including both the Registered User and the Licence Holder;
- **'we'** and **'us'** means the SECC Provider who will provide the Services to you.

6. Provision of the Services

The Licence Holder and any Registered User agrees to adhere to these Terms and Conditions. The Licence Holder will be assigned a number of Credits by the SECC Administrator corresponding to the Course Fee which is agreed to be paid. The Credits will be suspended in the event that the Course Fees are not paid in full within 3 months of the Credits being assigned to the Licence Holder. Any Registered User can not undertake any test set within the SECC until the Course Fees have been paid

in full, whether or not the 3 month time limit has passed. An individual Credit will be activated when the Company Administrator assigns a Credit to an individual user and this will allow access to the Course Materials. The Individual User will be notified of the assignment of Credits by email. Once a Credit has been assigned to an individual user that Credit will provide access to the Course Materials for a period of 12 months. All Credits will lapse following period of 18 Months starting from the date the Credits are assigned by the SECC Administrator, unless the Credits have been assigned to a Registered User by the Company Administrator. The Company Administrator is responsible for administering the Credits to Registered Users. The Company Administrator is responsible for assigning an email address and password to an individual user.

We will provide the Registered User with a “welcome email” sent to the registered email address and access to the Course Materials following Registration of that individual by the Company Administrator. Each Registered User will need to log on using the chosen email address and password to access the Course Materials. The Registered User will be prompted to change their password on the initial log-in to maintain security.

Registered Users can log onto the Website from any computer using the email address and password. You should be aware that not all computers have the software that will enable you to access all of the Course Materials. You will need an Internet browser, an Internet connection and the Adobe Flash Player (version 6 or above). You need to check with the computer administrator that you have sufficient rights to install the Adobe Flash Player. We reserve the right to change software requirements; you will be notified if any such changes are made.

If you do not have the correct software or are experiencing other technical difficulties you should contact the Company Administrator, which can be done via the Website. If Registered Users require technical advice they should always contact their Company Administrator provider in the first instance.

The SECC Provider will provide technical support to the Licence Holder. Requests for technical support must be made within the SECC Administrator’s opening hours (UK normal business hours) and will be dealt with as soon as possible. Requests made outside of normal UK business hours will be dealt with as soon as possible on the next working day. The SECC Administrator will use reasonable skill and care in providing any technical support and will use reasonable endeavours to ensure that this service is available to you. However, the SECC Administrator and the SECC Provider can not guarantee the availability of technical support.

You acknowledge and accept that periods of downtime may be required in respect of the Website in the circumstances outlined in these Terms at paragraph 1 and that technical support may not be available during such periods of downtime. You accept that you will not have a claim for breach of contract or otherwise in respect of such period of unavailability.

Subject to the Terms, we exclude all other warranties, express or implied, as to the performance and availability of the technical support service, except as expressly stated in these Terms and Conditions. We do not guarantee that the technical advice

provided by us will resolve your technical problems. If you decide to take advantage of such technical advice, you should ensure that such advice is strictly followed.

7. Your Right to Cancel the Course

Once a Licence has been obtained by the Licence Holder, the Licence may be cancelled provided that:

- The Licence Holder notifies the SECC Provider of the decision;
- and none of the potential Registered Users have received a welcome email as set out in paragraph 6 and accessed the Course Materials or obtained any support from the SECC Administrator.

8. Log-in/Registration

Once an individual user has been assigned a Credit by the Company Administrator an individual user can log-in to the Website. When logging in for the first time the individual user will be asked to input the email and prompted to change their password. Once an Individual User has completed this phase they are then deemed to be a Registered User.

A Registered User is responsible for all activities that occur under their user name and password. A Registered User must keep their user name and password confidential. A Registered User must notify their Company Administrator if anyone other than the Registered User logs-in using their email address and password or if the Registered User believes that their user name or password is no longer confidential. The Company Administrator must notify us immediately of such an occurrence. We reserve the right to require you to alter your username and password if we believe that they are no longer secure.

The information that you provide to us when you register for a SECC or at any other time is subject to paragraph 16.

9. Quality of the services

We will use reasonable skill and care in the performance of the services. We will provide the services in accordance with the learning outcomes which are set out on the Website.

We cannot promise that access to the Website will be uninterrupted or error free. We reserve the right to suspend access to the Website for scheduled maintenance, although these will be kept to a minimum. However there may also be occasions when access to the Website is interrupted for emergency maintenance or repairs or to carry out upgrades to improve the performance or functionality of the Website. Access may also be interrupted due to failures of telecommunications links and equipment, which are beyond the control of SECC Provider.

We do not make any commitment to you that the content of the services will meet any specific requirements that you have (except to the extent that your requirements match the learning outcomes which are on the Website) and we expect you to take

reasonable care to verify that the course in question will meet your needs. Further, we do not make any commitment to you that you will obtain any particular result from your receipt of the services.

We do not make any commitment that the Course Materials will be compatible or operate with the software or hardware on your computer. It is your responsibility to ensure that you have access to an Internet browser, an Internet connection and the Adobe Flash Player (version 6 or above).

In the event that we recommend that you either enable cookies or download certain publicly accessible software to ensure that your computer is capable of accessing the Course Materials, you do so at your own risk.

Additional charges may be payable to third parties for use of the software necessary to view and download the Course Materials. You are responsible for paying these charges.

All representations, warranties and/or terms and/or commitments not expressly set out in these Terms (whether implied by law, conduct, statute or otherwise) are hereby excluded to the maximum extent permissible at law.

10. Payment by you of the Course Fee

The Licence Holder agrees to pay the Course Fee to the SECC Provider. The Amount of the course fee is £85 plus VAT administration fee and £8 plus VAT for each course Credit. An administration fee is payable each time the SECC provider assigns a Credit or Credits to a Licence Holder. The administration fee is payable irrespective of whether an administration fee has previously been paid for previously assigned Credit or Credits.

We reserve the right from time to time to change the amount of the Course Fee. In the unlikely event that the amount of the Course Fee displayed on the website or in these Terms is incorrect, we will notify you as soon as we reasonably can. You are then entitled to either receive a refund of the monies paid to us and the Licence to use the website will be revoked, alternatively the balance of the Course fee can be paid, in which case the licence will remain valid.

11. Our Rights to Stop Providing the Services to You

We will make the Course Materials available to a Registered User via the Website following the Assignment of a Credit to a Registered User until the earlier of:

- Upon failure to pay the Course Fees in full within 3 months of the Credits being assigned by the SECC Administrator
- 12 months after your date of assignment of a Credit by the Company Administrator to a user;
- Upon failing the test provided in the Course Materials on the third occasion, the Registered Users account will be locked and the Company Administrator and SECC Administrator notified. The Registered Users Account can only be unlocked by the Company Administrator, or the SECC Administrator.

If a Registered Users account is locked on failing the test on the third occasion provided in the Course Materials, it is recommended that the Registered User contacts the Company Administrator as soon as possible.

We reserve the right to stop providing the Services to you immediately in the event that:

- you fail to comply with these Terms; or
- you fail to conduct yourself in an appropriate manner when communicating with or receiving support from us. By this we mean that you act in such a way as to threaten, intimidate or otherwise harass our staff, or that your conduct is violent or threatens the physical safety of either our staff.

If we exercise this right we will notify you via email. We will then immediately suspend your access to the Course Materials.

12. Complaints

In the event that a Registered User has a Complaint we ask that you refer in the first instance to the Company Administrator, who can then contact the SECC Administrator. If the Licence Holder has a complaint please direct your queries to the SECC Administrator.

13. Our Liability to You

The exclusions and limitations of liability contained in these Terms do not apply to:

- any loss or damage resulting from death or personal injury caused by our negligence;
- loss or damages arising from our fraudulent misrepresentation; or
- any other losses which may not be excluded or limited by law.

We shall not be responsible to you in the event that we cannot provide the Services to you due to an event beyond our reasonable control, which includes (but is not limited to) events such as, fire, flood, storm, strikes or other industrial action, failure of telecommunications services, war, riot, or the actions of any government or public body. In the event that we are prevented from providing the services by such an event, we will take all reasonable steps to try to reinstate the provision of the services to you as soon as is reasonably practicable.

In no event shall we be responsible to you for any loss of profit, loss of earnings, loss of anticipated savings, loss of revenue or loss of goodwill that you may suffer. Further, in no event shall we be liable to you for any indirect or consequential loss that you may suffer.

We are not responsible to you for any data that you lose either (a) as a result of accessing the Course Materials; or (b) during completion of any course via the Website. It is your responsibility to ensure that you regularly save and back up (i) all data which you hold on the computer from which you are accessing the course materials, and (ii) all data that you are inputting when completing the course.

Except where the above applies, our maximum aggregate liability to you for any claim that you may have against us under or in connection with the provision by us to you of the services which is not otherwise excluded in these Terms (including without limitation where such claim arises as a direct result of any negligent technical advice provided by us) shall be limited to the amount of the Course Fee which has been paid or is payable by you or on your behalf.

Each provision of this paragraph shall be construed separately as between you and us. If any part is held by a court to be unreasonable, inapplicable or unenforceable, then the other parts shall still apply.

14. Your Right to Use the Course Materials and your Related Obligations

In consideration of receipt by us of the Course Fee, we grant to you a non-exclusive use of the Course Materials as set out within these Terms. Each Registered User is granted a non-transferable license to use the Course Materials.

You may not modify, copy, reproduce, re-publish, upload, post, transmit or distribute in any way any of the Course Materials. Any use of the Course Materials not expressly permitted in these Terms is strictly prohibited and will constitute an infringement of our copyright or our other intellectual property rights, and / or the copyright or other intellectual property rights of our licensors.

15. Removal of content and response to complaints

The SECC Provider reserves the right to remove any content which breaches these Terms or disable access to it and to respond to any complaints made by a third party in respect of that content. The SECC Provider will not be liable to you if it removes any content because it believes that such content breaches the provisions of these Terms.

The SECC Provider may preserve any content that you send or receive if required to do so by law or if reasonably required to ensure compliance with the Terms or to respond to third party complaints about such content.

16. Privacy

When you provide us with any personal data, you consent to the processing of all such personal data.

When you Register with us, you may be asked to provide the following information for each individual user:

- your full name including title;
- your gender
- your date of birth;
- your address (and correspondence address if different);
- email address

- primary telephone number;
- your employment status;

The Licence Holder and Company Administrator and SECC Provider will have access to all the data you provide to us.

We may use your personal information:

- to answer your queries or complaints;
- to deliver our services,
- to support your learning;
- to provide course materials;
- to carry out administration;
- for general statistics and research;
- for obtaining any relevant professional advice;
- as may be required by law or in connection with legal proceedings (including where we intend to take legal proceedings), or as may be necessary to establish, exercise or defend our legal right Giving information for other people

We may also give your information to third parties who may take over part or all of the SECC in the future. We may use your information to send you regular updates about:

- our services and materials;
- additions to the website;
- customer feedback surveys

If you give us information about another person, the other person must have agreed to let:

- us process all their personal data; and
- You receive any data protection notices for them.

When you send information for someone else, you are confirming that you have told them:

- which data they must give;
- which information is voluntary; and
- how they can access and, if necessary, correct the data we hold about them.
- .

You have the right to ask for a copy of all the information we hold about you (we will charge you a small fee for this) and to correct any inaccuracies. To obtain a copy of this information, please contact your Company Administrator who in turn will contact the SECC Provider. For further information about the SECC Administrator's duties and role under the Data Protection Act please see <http://www.cranfield.ac.uk/legal/foi/page2524.jsp>

Your account is password protected and all information including your password is on a secure server, which only a limited number of employees can access. If you think someone else knows your password, or is using it, tell us immediately. Even though we take appropriate technical steps to protect your security, you should remember that data transmission over the internet cannot always be guaranteed as 100% secure so you use the website at your own risk.

The Website contains non persistent Cookies. The Cookies are saved only while your web browser is running. They can be used by a web server only until you close your browser. They are not saved on your PC. These cookies are stored in RAM and are automatically destroyed when the user closes the Web browser. You can disable cookies but if you do, you may not be able to use certain features on our site and you may need to enter your password more frequently.

You should note that if our business (or any part of it) is sold or transferred at any time, the information we hold may form part of the assets transferred although will still only be used in accordance with this privacy statement.

17. Ownership

This website URL and website system is owned by Cranfield University, which is a Charitable Foundation incorporated in the United Kingdom. The copyright in the Course Materials and all content provided on this website including all of the graphics, text products, audio, music and design is owned jointly by the SECC Providers. All rights reserved. Cranfield University's name and logo remains the copyright property and registered trademark of Cranfield University.

18. Contacting SECC Providers

You can contact us via the Website: www.StrategicExportsControls.org

19. General

Subject to these Terms you agree that we reserve the right to withdraw all or part of the Website at any time.

These Terms are governed by and shall be construed in accordance with English law. Any dispute arising between us under or in connection with these Terms shall be subject to the exclusive jurisdiction of the English courts.

These Terms constitute the entire agreement between us in relation to the provision by us to you of the Services, and they replace and supersede any prior arrangements between us in relation to the Services. You acknowledge that you are not relying on any statement made by us or any of our representatives with regard to the Services other than those expressly set out in these Terms.

The agreement between us which is comprised of these Terms is not intended to be for the benefit of any third party, and shall not be exercisable by any other person under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

23/01/08 – Last revised version of these Terms and Conditions

The continued use of the Website following any changes to the Terms will mean that you accept such changes.