### **Terms and Conditions**

# Please carefully read the following terms of use ("Terms") for the website and member platform. URL is www.myiep.org ("Site"). You can print off these Terms, or store them in your computer, for future reference.

#### About Us

The Site is provided by the Institute of Employability Professionals Ltd, company registration number 07893452, whose registered office address is3rd Floor, 86-90 Paul Street, London, EC2A 4NE, email <u>membership@iemployability.org</u> trading as 'IEP' ("we/us").

Access to, and use of this site is subject to the following terms and conditions:
1. By using the IEP website, you agree to be legally bound by these terms. If you do not agree to be legally bound by all the following terms, please do not access, or use the site.
2. The IEP may change these terms at any time by posting changes. Please review these terms regularly to ensure you are aware of any changes made. Your continued use of the site after changes are posted, means you agree to be legally bound by any new terms as updated or amended. Users will be notified of any such changes. 3. The IEP also reserves the right to suspend the Site at any time for operational, regulatory, legal, or other reasons. We may terminate your use of the Site with immediate effect if a member breaches any of the terms set out below.

#### Use of the IEP website

4. You may access the Site solely for your own personal use. You must not use any content of the Site for any commercial or illegal purpose. You may not copy, reproduce, republish, or otherwise use the IEP Site Content in any way except for Permitted Use. You also agree not to adapt, alter, or create a derivative work from any Site Content except for Permitted Use. Any other use of Site Content requires the prior written permission of the IEP.

5. You agree to use the IEP website only for lawful purposes and in a way that does not infringe the rights of, restrict or inhibit anyone else's use and enjoyment of the IEP website.

6. You must not cause any nuisance, annoyance or inconvenience to us, our customers, or our users of the Site. Prohibited behaviour includes harassing or causing distress or inconvenience to any person, transmitting obscene or offensive content, or disrupting the normal flow of dialogue within this site.

#### Liability

7. The IEP endeavours to ensure that all IEP Site Content is accurate. However, Site Content is for general guidance only and is provided without any representations or any kind of warranty made (whether express or implied by law), including the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security, and accuracy.
8. The IEP will not be liable for any damages, including indirect or consequential damages, or any damages arising from use or loss of use, data, or profits, whether in contract, negligence, or other tortious action, arising from or in connection with the use of this site and the Site Contents.

9. The IEP does not warrant that functions contained in the contents of this site will be uninterrupted or error free, that defects will be corrected, or that this site, or the server that makes it available are free of viruses or bugs.

## Limitation of Liability

10.So far as permitted by law, and except in respect of death or personal injury arising from negligence, we exclude any liability for loss or damage of any kind resulting from the use of the Site (including the reliance upon any information contained on it).

11. We shall not under any circumstances be liable for any special or consequential damages that result from the use of, or the inability to use, the materials in this Site, even if we or a representative of ours has been advised of the possibility of such damages.

## Intellectual property

12. The names, images and logos identifying the IEP, or third parties are subject to copyright, design rights and trademarks of the IEP and/or third parties. Nothing contained in these terms shall be construed as conferring by implication, estoppel or otherwise any licence or right to use any trademark, patent, design right or copyright of the IEP or any other third party.

## Links to other sites

13. This site contains links to other related Internet sites. You might find these links useful, though as they are outside of our control, we cannot take responsibility for their content, nor should links be taken as an endorsement of any kind. We have no control over linked pages' availability. We do not endorse any other organisations, products, websites, or services mentioned on this site unless otherwise stated on the relevant pages. We cannot be held responsible for any advice or recommendations obtained from these links and anyone accessing these links from our website does so on this understanding.

14. Any dealings by you with any third party on or through the Site shall be solely between you and that third party and we shall not be responsible for any loss or damage that may arise from any such dealings, nor shall we be deemed to be acting as an agent for you in any such dealings

### General

15. If any of these terms are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these terms and the remaining terms shall survive, remain in full force and effect and continue to be binding and enforceable.

16. These terms shall be governed by and interpreted in accordance with the laws of England.

### Definitions

17. In this agreement, unless the context otherwise requires:
"Permitted Use" means use within the business included within your current subscription to IEP but does not include disclosure to persons who are not members of IEP.
"Site Content" means the content of all the IEP website, including data, information, names, images, pictures, logos, and icons regarding or relating to the IEP and to third parties These terms and conditions may evolve and will be reflected on this page.

**Guidelines** – Posting to forums and sending private messages 18. The IEP is committed to creating a non-discriminatory, respectful, and supportive online community for our members. While using the IEP website you must not;

• post any material which may cause offence or is illegal. The result in doing so will be immediate and permanent removal from all areas of the community and possible legal action

# breach any terms and conditions

- knowingly post false, inaccurate, or misleading content.
- post abusive or insulting comments or messages, this will not be tolerated on the IEP community. Harassment can be described as unwanted conduct or attacking other members of

# the community

# post spam

distribute viruses or any other technologies that may harm the community

collect other members details without their consent

- post any copyrighted material unless the copyright is owned by you
- make comments on an individual's viewpoint, products, or companies unless they are objective and fair
- incite hatred on the basis of race, religion, gender, nationality, sexuality, or personal characteristic
- call into account a person's professional standing, swear, or make obscene or vulgar comments
   advertise products or services
- falsely claim to represent a person or organisation
- invade people's privacy by posting their private addresses, phone numbers, emails, or other personal details
- deliberately attempt to embarrass alarm, intimidate, or annoy any other member of the IEP community
  - post messages that are unrelated to the online forums
- do anything to jeopardise the integrity of the internet or the IEP's IT systems, by introducing viruses, Trojans, worms, or any other damaging code into the system

19. The IEP provides the IEP community in good faith as a resource to network and debate with fellow community members. If a post violates the forum rules, it will be deleted and returned to the participant with a warning, along with reference to the broken rules. If a participant continues to break the rules after warnings, they will be banned from using the IEP community.

# Cyberbullying

20. Cyberbullying can be defined as using "...the Internet, cell phones or other devices to send or post text or images intended to hurt, embarrass or intimidate another person."

Any posts making community members the subject of ridicule in forums and posting false statements will not be tolerated.

In using our discussion forums and private messaging you;

- acknowledge that all information posted on any forum or private message is the sole responsibility of the person from which such content originated
- understand that this means that you are entirely responsible for all content that you upload, post or email via the forums
- understand that IEP does not control the content posted via the forums and does not guarantee the accuracy or quality of the content
  - understand that under no circumstances will IEP be liable in any way for any content, including, but not limited to, any errors in any content, or for any

loss or damage incurred as a result of the use of any content posted via the forums

The IEP will not be liable for any posts made or messages

sent by members of the community. Members are

responsible for their own words and uploads.

### Website Privacy

21. The IEP will not sell or distribute your personal information to third parties for any marketing without your explicit consent. See our members Privacy Policy.

### **Username and Passwords**

22.. Access to some areas of the IEP website require you to use an identity; a username and a password. You are entirely responsible for maintaining the confidentiality of your Account Information and for any and all activity that occurs under your account.

### Disclaimers

- 1. Our trading name and the Site are owned by us and are descriptive of our products and services.
- 2. Your use of the Site is at your sole risk. The Site is provided on an "as is" and "as available" basis and we do not guarantee that the Site will be suitable for your purposes or requirements. Please note that if your PC does not support relevant technology, including encryption, you may not be able to use certain services or access certain information on the

Site. Web which

- 3. The Site is accessed via the World Wide Web which is independent of us. Your use of the World Wide Web is solely at your own risk and subject to all applicable national and international laws and regulations. We do not represent that the Site is appropriate or available for use in any jurisdiction other than the United Kingdom. We shall have no responsibility for any information or service obtained by you on the World Wide Web.
- 4. The content of the Site has been compiled from a variety of sources and is subject to change without notice. We use reasonable care in compiling and presenting the content of the Site, but we give no guarantee that the content is complete, accurate, error or virus free or up to date. We cannot be responsible for any failure by us or our third parties to update documents (including policy and other legal or procedural documents) which you may download from the Site.
- 5. We do not assume any liability, or responsibility, for any content uploaded or otherwise transmitted by you or any third party to the Site.
- 6. So far as permitted by law, we disclaim all warranties, conditions, and other terms of any kind, whether express or implied, whether in contract, tort (including liability for negligence) or otherwise, including, but not limited to any implied term of satisfactory quality, fitness for a particular purpose, and any standard of reasonable care and skill.

### Indemnity

1. You agree to indemnify and hold us and our shareholders, directors, officers, employees, assignees, and licensees harmless from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising from the breach of any of your obligations hereunder.

### Complaint

If you need to raise a complaint than please email enquiries@iemployability.org for a copy of the current complaint's procedure.