



**THE HEALTHCARE TRAINERS NETWORK
TERMS & CONDITIONS**

April 2024

Version 2.0

Terms & Conditions Index

Healthcare Trainers Network Ltd has produced concise and transparent Terms & Conditions

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Subscription Terms & Conditions

Healthcare Trainers Network Ltd, is registered in the United Kingdom - No: 13045054 with its registered business address located at 27 Gloucester Street, London WC1N 3AX

Subscription are set at a price that reflects the organisations ethos of ensuring training resources are priced cost effectively.

- Our subscriptions are non-refundable once purchased.
- Our subscription package is one user per subscription account.
- Our Subscription provides successful participants with CIPD certification
- Our Subscription provides online support service for our subscribers
- Our Subscription provides a free quality assurance service for our subscribers
- Our Subscription Service provides access to FREE updates of training resources. As soon as an update is made I all subscribers will be informed by email.
- Our trainer resources are supplied electronically for subscribers to download. The contents of the trainer resources are supplied in the most universal commonly used systems available. You will require Microsoft Office and Adobe Acrobat Reader to be able to access the following files, Word, PowerPoint, Excel, PDF, JPG, PNG, etc.

When you purchase a subscription(s) you are agreeing that the order is suitable for your requirements and that you or the person that you are purchasing the subscription(s) for has the required skills to complete the trainer / mentor question paper(s).

Our Training resources are protected by our intellectual copyright and you agree not to sell the subscription, including training resources, certification, and support to any third parties.

In the event that it transpires that you or the person you are purchasing the subscription(s) for does not already have trainer / mentoring skills you can make full use of the free trainer skills course that can be accessed as part of the subscription.

Once payment has been made, we accept no liability if you discover the subscription is not suitable for your requirements.

1. Payment

Using Online Payment

Where a person or organisation has purchased a subscription(s) via our online payment link, notification of payment is emailed directly to Healthcare Trainers Network.

Once we receive notification of payment for the subscription(s) a confirmation email with a paid receipt will be sent along with the secure link(s) to access the training resources within 48 working hours.

For secured payment we use PayPal – a payment links are provided.

Where a person or organisation is unable to use our online payment method, they can order subscription(s) by requesting that Healthcare Trainers generate an invoice for payment with BACs details. This is then sent to the email of the requestee.

Once we have received payment for the subscription(s) a confirmation email with a paid receipt will be sent along with the secure link(s) to access the training resources within 48 working hours.

2. Trainer Resources

Our Trainer resources are authored and produced by highly experienced healthcare trainers for trainers. Our trainer resources are subject to our intellectual copyright. Any copies made of the resources and used without our permission is a direct infringement of our copyright.

‘The trainer resources are designed to meet healthcare requirements / legislation in England. ***If you are intending to use the training resources in Scotland, Wales, Northern Ireland, the Republic of Ireland, or elsewhere you need to be aware that you will need to adapt the materials to meet the terminology / legislation of that country***’.

Healthcare Trainers Network training resources for international use have been designed to meet the regulatory standards expected of healthcare workers in England. Identical or similar standards are expected of healthcare workers in the rest of the UK, Europe, USA, Canada, Australia, New Zealand, and a growing number of developing countries where high standards expected in healthcare are now the norm.

Nevertheless, it is the responsibility of the subscriber to adapt the materials provided, where required, to meet local requirements. Trainers / Mentors need to be residing in the country they intend to use the training resources and hold a recognised training or teaching qualification in their country of residence.

3. Certification

Subscription certificates are internally quality checked by Healthcare Trainers Network’s internal quality compliance team before sending by email. Individual trainers / mentors using the online trainer assessment process will need to ensure they enter their correct details when using the service. Internal quality assurance on subscription and online subject specific certification is sampled by our internal quality assurance team whose job it is to check the relevant assessment process has been followed.

Subscription certificates are sent by email to the email addresses supplied when the order is processed.

Subject specific certificates are generated online when the trainer / mentor completes their assessment using the supplied assessment weblinks. These subject specific certificates are only valid alongside a current subscription certificate.

It is the responsibility of the person who pays for the subscription to notify Healthcare Trainers Network if they require subscription certificates to be emailed to a designated email address(s).

4. Privacy

Your details are safe with us. We are a Data Protection Registered Company with the Information Commissioner's Office (ICO). Information is collected lawfully and in accordance with the General Data Protection Regulation (GDPR) and Data Protection Act 2018. The type of personal information we collect are company details, such as address, email, and telephone number. We do not share, sell, or distribute information to third parties, and we will never do so. Further details are outlined in our Privacy Policy below:

PRIVACY POLICY (Updated on 1st April 2024)

INTRODUCTION

Healthcare Trainers Network Ltd, is registered in the United Kingdom - No: 13045054 with its registered business address located at 27 Gloucester Street, London WC1N 3AX; as Data Controllers are firmly committed to the protection of your privacy and takes their responsibility regarding the security of customer information very seriously.

This Policy sets out how we collect, use and secure the personal information of individuals using any website owned by us.

This is the Privacy Policy governing your use of the domain names www.healthcetrainersnetwork.com, www.healthcetrainersnetwork.co.uk, www.htnuk ("the Sites"). This Policy sets out the following:

- What personal data we collect and process about you in connection with your relationship with us as a subscriber and through your use of our website, and online services;
- Where we obtain the data from;
- What we do with that data;
- How we store the data;
- Who we transfer/disclose that data to;
- How we deal with your data protection rights;
- And how we comply with the data protection rules.

Our Privacy Policy reflects the requirements of the United Kingdom's privacy legislation as well as our continuous commitment to protecting your personal information in line with best practice international standards and protocols such as the GDPR.

All terms not defined in this document have the meanings ascribed to them in the Terms of Use Agreement between you and **the Sites**.

This policy explains our data processing practices and your options regarding the ways in which your personal data is used. By registering, placing an order, downloading information, or entering our site (as defined below) you consent to the collection and use of your information under the terms of this policy.

THE INFORMATION WE COLLECT

Personal Data

Personal data means any information relating to you which allows us to identify you, such as your name, address, employer, contact details, payment details (if applicable) and information about your access to our website.

We collect personal data from you when you contact us directly to enquire about or to subscribe for our services either electronically or by post.

Specifically, we may collect the following categories of information:

- a. Name, business or home address, e-mail address, telephone number,
- b. Information about your use of our website;
- c. The communications that you may exchange with us or direct to us via letters, emails, chat service, calls, and social media.
- d. Location, including real-time geographic location of your computer or device through GPS, Bluetooth, and your IP Address, along with crowd-sourced Wi-Fi hotspot and cell tower locations, if you use location-based features and turn on the Location Services settings on your device and computer. (Personal Information)

Registration (Subscription) Information

At the time if you register to become a Registered User of **the Sites**, you will be asked to complete a registration form which requires you provide information such as your name, company details, address, phone/fax number, email address and other personal information as well as information about your preferences and interests.

Publishing Information

If you submit any information to **the Sites** to be published on the Sites through the publishing tools and any discussion forum, then you are deemed to have given consent to the publication of such information.

Payment Information

If you purchase a product or service from **the Sites** or a vendor available through **the Sites** we may be required to collect additional information, including billing information, credit card numbers and expiration dates and tracking information from cheques or money orders.

Statistical Information:

In addition, we gather aggregate statistical information about our Sites and Users, such as IP addresses, browser software, operating system, pages viewed, and number of sessions, unique visitors and so forth.

Collected Information

Publishing Information, Payment Information, Statistical Information, and any information we may collect from you through the use of cookies or any other means.

HOW WE USE YOUR INFORMATION

We may use your Information to provide services that you request or to contact you regarding additional services about which the Site thinks that you might be interested in. Specifically, we may use your email address, mailing address, phone number or fax number to contact you regarding notices, surveys, product alerts, new service or product offerings and communications relevant to your use of our Sites. We may generate reports and analysis based on the Registration Information for internal analysis, monitoring, and marketing decisions.

We use your Collected Information to improve our marketing and promotional efforts, to statistically analyse site usage, to improve our content and product offerings and to customize our Sites' content, layout and service specifically for you.

We may use your Collected Information to service your Account with us, including but not limited to investigating problems, resolving disputes, and enforcing agreements with us.

We may use your Collected Information to execute marketing campaigns, promotions, or advertising messages on behalf of third parties; however, in these circumstances, your Collected Information **will not** be disclosed to such third parties unless you respond to the marketing, promotion or advertising message.

All of your Publishing Information will be publicly available on the Sites and therefore accessible by any internet user. Any Publishing Information that you disclose to the **Sites** by definition becomes public information and you relinquish any proprietary rights (including but not limited to the rights of confidentiality and copyrights) in such information. You should exercise caution when deciding to include personal or proprietary information in the Publishing Information that you submit to us. Any information disclosed herein is as a result of your decision to make public this information.

The Sites will share your Payment Information with banks or vendors relevant to the transaction in order to enable transactions to be completed. Any credit card information that you provide through the Site is directly submitted to a payment server of the credit card processing bank. **The Sites does not** maintain electronic or physical copies of your credit card information. While **the Sites** has in place up-to-date technology and internal procedures to guard your Payment Information against intruders, there is no guarantee that such technology or procedure can eliminate all of the risks of theft, loss or misuse **the Sites** shall not be liable to you or any other person for any damages that might result from unauthorized use, publication, disclosure or any other misuse of Payment Information, including credit card information.

We use Statistical Information to help diagnose problems with and maintain our computer servers, to manage our Site, and to enhance our Site and services based on the usage pattern data we receive. We may generate reports and analysis based on the Statistical Information for internal analysis, monitoring and marketing decisions. We may provide Statistical Information to third parties, but when we do so, we do not provide personally identifying information without your permission.

We will not retain your data for longer than is necessary to fulfil the purpose it is being processed for. To determine the appropriate retention period, we consider the amount, nature and sensitivity of the personal data, the purposes for which we process it and whether we can achieve those purposes through other means.

When we no longer need your personal data, we will securely delete or destroy it. We will also consider if and how we can minimise over time the personal data that we use, and if we can anonymise your personal data so that it can no longer be associated with you or identify you, in which case we may use that information without further notice to you.

YOUR CONSENT

By providing us with your personal information, you consent to our collection, use and disclosure of that information as described in this Statement as amended from time to time or as described at or before the time of collection, use or disclosure, as the case may be. If you do not want your personal information to be collected, used or disclosed in this manner, then please either:

- do not submit your personal information to us;
- exercise opt-out procedures described above or as may be offered at the time of collection, or
- refrain from exercising opt-in procedures described above or as may be offered at the time of collection.

If you have submitted personal information to us and wish to withdraw your consent to its retention, use or disclosure, please send an e-mail to info@healthcaretrainersnetwork.co.uk

You may withdraw your consent, subject to legal or contractual restrictions and reasonable notice. However, If you withdraw your consent, we may not be able to provide some products or services to you.

DISCLOSING YOUR INFORMATION

We do not sell, rent, trade, or exchange any personally identifying information of our Users. We may share certain aggregate information based on analysis of Collected Information with our partners, customers, advertisers, or potential Users.

However we reserve the right to disclose your Collected Information to relevant authorities where we have reason to believe that such disclosure is necessary to identify, contact or bring legal action against someone who may be infringing or threatening to infringe, or who may otherwise be causing injury to or interference with, the title, rights, interests or property of the Site, our Users, customers, partners, other web site users or anyone else who could be harmed by such activities.

We also reserve the right to disclose Collected Information in response to a subpoena or other judicial order or when we reasonably believe that such disclosure is required by law, regulation, or administrative order of any court, governmental or regulatory authority.

If we have reason to believe that a User is in breach of the Terms of User Agreement or any other agreement with us, then we reserve the right to make public or otherwise disclose such User's Collected Information in order to pursue our claim or prevent further injury to the **Site**, its proprietors or others.

CO-BRANDED RELATIONSHIPS

We have established relationships with other parties to offer you the benefit of other products and services which we ourselves do not offer. We offer you access to these other parties either through the use of hyperlinks to their sites from our Site, or through offering "co-branded" sites in which both ourselves and these other parties share the same uniform resource locator, domain name or pages within a domain name on the Internet. In some cases, you may be required to submit information for purposes of registering or applying for products or services provided by such third parties or co-branded partners. The privacy policy of such other parties may differ from ours, and we may not have any control over the information that you submit to such third parties or co-branded sites. We therefore encourage you to read that policy before responding to any offers, products or services provided by such other parties.

COOKIES AND SITE TRACKING

We may use "cookies" to store specific information about you and track your visits to our Site. It is not uncommon for websites to use cookies to enhance identification of their users.

A "cookie" is a small amount of data that is sent to your browser and stored on your computer's hard drive. A cookie can be sent to your computer's hard drive only if you access our Site using the computer. If you do not de-activate or erase the cookie, each time you use the same computer to access our Site, our web servers will be notified of your visit to our Site and in turn we may have knowledge of your visit and the pattern of your usage.

Generally, we use cookies to identify you and enable us to access your Registration Information, Publishing Information or Payment Information so you do not have to re-enter it; gather statistical information about usage by Users; research visiting patterns and help target advertisements based on User interests; assist our partners to track User visits to the Site and process orders; and track progress and participation in promotions.

You can determine if and how a cookie will be accepted by configuring your browser's which is installed in the computer you are using to access the Site. If you desire, you can change those configurations in your browser. By setting your preferences in the browser, you can accept all cookies, you can be notified when a cookie is sent, or you can reject all cookies. If you reject all cookies by choosing the cookie-disabling function in your browser, you may be required to re-enter your information on our Site more often and certain features of our Site may be unavailable.

MINORS

The Site and its contents are not intended to be targeted to minors under applicable law and we do not intend to sell any of our products or services to minors. However, we have no way of distinguishing the age of individuals who access our Site and so we carry out the same Privacy Policy for individuals of all ages. If a minor has provided us with personal information

without parental or guardian consent, it is the responsibility of the parent or guardian to contact us to remove the information from our records.

SECURITY OF YOUR DATA

We follow strict security procedures in the storage and disclosure of your personal data, and to protect it against accidental loss, destruction, or damage. The data you provide to us is protected using SSL (Secure Socket Layer) technology. SSL is the industry standard method of encrypting personal information and credit card details so that they can be securely transferred over the Internet.

All payment details are transmitted over SSL across dedicated network infrastructure (Multiprotocol Label Switching-MPLS) and stored in compliance with Payment Card Industry Data Security Standards (PCI DSS)

As a Registered User, your Registration Information, Publishing Information and Payment Information (if any) can be viewed and edited through your Account which is protected by Password. We recommend that you do not divulge your Password to anyone. Our personnel will never ask you for your Password in an unsolicited phone call or in an unsolicited e-mail. If you share a computer with others, you should not choose to save your log-in information (e.g., User ID and Password) on the computer. Remember to sign out of your Account and close your browser window when you have finished your session.

We may disclose your information to trusted third parties for the purposes set out in this Privacy Policy. However, we require all third parties to have appropriate technical and operational security measures in place to protect your personal data, in line with data protection rules.

CHANGES TO PRIVACY POLICY

Any changes to this Privacy Policy will be communicated through our posting an amended and restated Privacy Policy on our Site. Our posting the amended and restated Privacy Policy will make such new Privacy Policy immediately effective. You agree that all Collected Information (whether or not collected prior to or after the new policy became effective) will be governed by the newest Privacy Policy then in effect. If you do not agree to the new changes in our Privacy Policy, you should contact **the Site** in writing (at the address set out in the Notice provision of the Terms of Use Agreement) and specifically request that **the Site** return and/or destroy all copies of all or part of your Collected Information in possession of the Site . This Privacy Policy was last amended on 1st April 2024.

CORRECTING YOUR INFORMATION

To update or correct your information, please send an email to info@healthcaretrainersnetwork.co.uk

YOUR FEEDBACK

We welcome your continuous input regarding our Privacy Policy, or our services provided to you. You may send us your comments and responses to info@healthcetrainersnetwork.co.uk

5. Complaints

Any complaint made about the quality of the service provided by Healthcare Trainers Network will be dealt with in a professional manner. Where a complaint is made, the complainant can expect the following from Healthcare Trainers Network:

- We will ensure that your complaint is dealt with seriously.
- We will ensure that your complaint is dealt with as soon as possible.
- We will investigate the complaint and respond within one week.
- We will ensure the complaint is kept on record.

Conversely Health Trainers Network to action against any trainee/delegate in the following instances

- Unacceptable behaviour towards a trainer / assessor or other delegates.
- Being disruptive during a course.

In the case of Healthcare Trainers Network taking action against any trainee/ delegate for the above the process of appeal will be dealt with as below.

Dealing with any complaints

As soon as a complaint is received, we will record it in our 'Complaints Procedure Record'. We will acknowledge any complaint within one working day and give a reference number for further correspondence.

The Healthcare Trainers Network Founder & CEO will deal with the complaint within one week of the acknowledgment of the complaint. Where longer time is required to undertake further investigation, the complainant will be advised at all times of the complaints process.

6. Customer Service

Healthcare Trainers Network aims to provide an exceptional service to our subscribers. We aim to answer promptly any questions about the services and products we provide. When a subscriber leaves a voicemail message on our

designated phoneline, we aim to respond within one working day. When anyone sends an email, we aim to respond within 48 working hours.

The designated subscriber support phoneline and the email system is monitored to ensure that these customer service aims are met in full. Feedback provided by subscribers / learners / company owners via Email Correspondence and Telephone Conversation may be used to form testimonials for advertising and marketing purposes.

Subscriber Support Service

Included with each subscription is a Support Service that ensures subscribers are supported by healthcare experts throughout their subscription.

Our team of healthcare subject specialists include a range of professionals, who ensure we can provide an unrivalled support service for our subscribers.

Subscribers are required to email any compliance questions to our support team at info@healthcaretrainersnetwork.com and will receive a written response within 48 working hours from one of our subject specific specialists.

An essential part of our unrivalled Subscription Service is access to FREE updates of training resources. Unlike other organisations, as soon as an update is made it is emailed immediately to all subscribers.

7. Quality Assurance Service

Subscribers can automatically make use of the free quality assurance process as part of their subscription. Subscribers using this free quality assurance process must abide by Healthcare Trainers Network policies, procedures, and quality assurance agreement.

8. Equality & Diversity Commitment

Healthcare Trainers Network is committed to developing, maintaining, and supporting a comprehensive policy which provides equality of opportunity and freedom from discrimination on the grounds of race, colour, sexual orientation, age, disability, or special needs.

We maintain a policy of fair and equal treatment for all subscribers, employees, irrespective of race, colour, sexual orientation, nationality, ethnic origin, religion, political belief, disability, age, gender, or marital status.

All employees and subscribers are expected to familiarise themselves with the policy and abide by the principles of the Equal Opportunities Commission and The

Commission for Race Equality and not tolerate discrimination on the grounds of race, colour, sexual orientation, nationality, ethnic origin, religion, political belief, disability, age, gender or marital status or membership / non membership of a trade union.

9. Malpractice

Malpractice herein refers to obtaining certification falsely.

Allegations of malpractice are taken very seriously and dealt with in a professional manner.

Any cases of alleged or suspected malpractice must be reported in writing to Healthcare Trainers Network within 10 working days.

Healthcare Trainers Network will make a comprehensive investigation of any alleged or suspected malpractice and will take appropriate actions to find a resolution. We will record all information provided by the complainant so that any investigations, findings, or actions can be taken.

We have outlined some clear examples of actions that will fall within our understanding of our role with respect to malpractice:

- Fraudulent work being submitted.
- Use of unauthorised materials or devices on a course.
- Plagiarism, such as copying work of another delegate.
- Deliberate damage of another delegate's work.
- Collusion between two or more delegates in order to obtain certification

Dealing with any complaints of Malpractice

If Healthcare Trainers Network receives information concerning an alleged incident of malpractice, then immediate action will be taken, and a full investigation will be carried out. Healthcare Trainers Network will contact the complainant and all other persons involved in the incident.

If Healthcare Trainers Network finds that the complainant has a reasonable case, then they will be informed in writing. All other persons involved will be informed in writing regarding the offence and will be asked to provide a response in writing. All written responses need to be submitted within 10 working days.

After all responses have been received and considered by Healthcare Trainers Network and found that the complaint should be supported then Healthcare Trainers Network will advise the complainant in writing of the decision. Healthcare Trainers Network will also inform all other persons involved and provide a response in writing.

Immediate action will be taken against the concerned subscriber(s). The Subscriber's certificates will be made void and the subscription will be cancelled. If a subscriber is affected by the recorded malpractice, then have to repeat their subscription in full.

If Healthcare Trainers Network decides not to support the complaint, then the complainant will be informed along with all other all other persons involved in writing.

Right of Appeal

The complainant can appeal against the decision made by contacting Healthcare Trainers Network in writing. To appeal against the decision made the complainant can email with an outline of the reasons for their appeal to info@healthcarenetwork.com

10 Websites User Agreement & Terms of Service 1st April 2024

Terms and Conditions of use

Healthcare Trainers Network Ltd, is registered in the United Kingdom - No: 13045054 with its registered business address located at 27 Gloucester Street, London WC1N 3AX

These are our terms and conditions for the use of www.healthcarenetwork.com , www.healthcarenetwork.co.uk , www.htnuk referred to as "**the sites**" or In the alternative singularly or collectively as "**HCTN**" which you may access in several ways, including but not limited to the World Wide Web, digital television, PDA, mobile phone and RSS feeds. In these terms and conditions, when we say "**the sites**" (we mean the digital information network operated by or on behalf of **the sites** by Health Trainers Network Ltd (also referred to as the "Owner") regardless of how you access **the sites**, as well as any apps whether you access those via a **the sites** or a third-party sites. when you access **the sites**, you agree to be bound by these terms and conditions. **IF YOU DO NOT AGREE WITH THESE TERMS OF USE, DISCONTINUE ALL USE OF THE SITESS** If you have accessed the sites from the United States or Australia, you also agree to be bound by additional terms contained at the end of these terms and conditions.

1. Registration

- A. Your access to **the sites** may require registration by becoming a subscriber and creating an account with us. You agree to be responsible for maintaining the confidentiality of your passwords or other account identifiers which you choose and all activities that occur under your account.

- B. By registering with **HCTN**, you agree that:
- (i) your account and password are personal to you and may not be used by anyone else to access the sites;
 - (ii) you will not do anything which would assist anyone who is not a registered user to gain access to any registration area of the sites; and
 - (iii) you will not create registration accounts for the purpose of abusing the functionality of the sites, or other users; nor will you seek to pass yourself off as another user.
- C. You agree to notify us immediately if you become aware of any unauthorised use of your password or account identifiers by others.

2. Termination of Registration Accounts

- A. If you no longer wish to have a registered account, before the expiry of your subscription, you may terminate your account by sending an email to info@healthcaretrainersnetwork.com **IF YOU NO LONGER ACCEPT THIS END USER AGREEMENT & TERMS OF SERVICE, OR ANY FUTURE MODIFICATION TO THESE TERMS AND CONDITIONS, YOU MUST CEASE USING THE SITSS. CONTINUED USE OF THE SITSS INDICATES YOUR CONTINUED ACCEPTANCE OF THIS WEBSITES USER AGREEMENT & TERMS OF SERVICE TERMS AND CONDITIONS.**
- B. If, for any reason, we believe that you have not complied with these terms and conditions, we may, at our sole discretion, cancel your access to the registration areas of sites immediately and without prior notice.
- C. We may terminate your registered account, at our sole discretion, by emailing you at the address you have registered stating that the agreement has terminated.
- D. **HCTN** operates a no refund policy on accounts where registration has been completed and electronic documentation supplied.
- E.
- F. **3. Use of content appearing on www.healthcaretrainersnetwork.com, www.htnuk, www.healthcaretrainersnetwork.co.uk Sites**
- A. ***Your use of the HCTN sites is for your own personal and non-commercial use only.*** You acknowledge that, as between **HCTN** and you, **HCTN** is the sole owner of all content on the **HCTN** sites, including, without limitation, all

applicable copyrights, patents, trademarks, trade secrets, trade names, logos, and other intellectual property rights thereto, as well as text, images, graphics, logos, audio, video and other material appearing on the **HCTN** sites ("**HCTN** Content"). The **HCTN** sites and the **HCTN** Content are protected by the copyright laws and other intellectual property laws of the United Kingdom and are protected globally by applicable international copyright treaties.

- B. You may download content and print extracts from the **HCTN** sites for your own personal and non-commercial use only, provided you maintain and abide by any author attribution, copyright or trademark notice or restriction in any material that you download or print. You may not use any **HCTN** Content for any other purpose without our prior written approval. Except as expressly authorised by the **HCTN**, you are not allowed to create a database in electronic or paper form comprising all or part of the material appearing on the **HCTN** Sites.
- C. If you wish to use our content other than as permitted by these terms and conditions, please contact us at info@healthcaretrainersnetwork.com For all other inquiries about distribution or reproduction of the materials, please contact info@healthcaretrainersnetwork.com

4. Disclaimer of liability

- A. We do not warrant that the **HCTN** sites or any of its contents is virus free. You must take your own precautions in this respect as we accept no responsibility for any infection by virus or other contamination or by anything which has destructive properties.
- B. Although we will do our best to provide constant, uninterrupted access to the **HCTN** sites, we do not guarantee this. We accept no responsibility or liability for any interruption or delay.
- C. If you are accessing the **HCTN** sites from the United States or Australia, the additional disclaimers and limitations of liability in Sections 16 and 17 and apply.

5. Special Features

- A. **HCTN** is an innovative evolving medium and features may be added or withdrawn from time to time. Each feature will be delivered in line with the terms of service of **HCTN** and will be managed in accordance with the ethics of the **HCTN** websites.

6. User Content

- A. Users of our sites may be permitted to submit content for publication for various areas of the **HCTN** sites subject to the moderation by our Editor. Interactions with our sites are governed by our Participation Guidelines which are incorporated in these terms and conditions and listed separately. You will be deemed to consent to these guidelines, and these terms and conditions, if you choose to post any content or comments to the **HCTN** sites.
- B. When you submit content to us, you agree and represent that you have created that content, or you have received permission from, or are authorised by, the owner of any part of the content to submit it to the **HCTN** sites.
- C. You or the owner of the content still own the copyright in the content sent to us, but by submitting content to us, you are granting us an unconditional, irrevocable, non-exclusive, royalty-free, fully transferable, perpetual worldwide licence to use, publish and/or transmit, and to authorise third-parties to use, publish and/or transmit your content in any format and on any platform, either now known or hereinafter invented.. By doing so you also grant us the permission to acknowledge your name as the creator or owner of the content in any medium of publication that we should use.
- D. You acknowledge that we have the obligation to pre-screen, monitor, review, or edit any content posted by you and other users on the **HCTN** sites.
- E. You warrant that the content you submit to us is not obscene, threatening, harassing, libelous, deceptive, fraudulent, invasive of another's privacy, offensive, defamatory of any person or illegal. You warrant that the content you submit to us does not infringe any patent, trademark, trade secret, copyright, or other intellectual or proprietary or privacy right of any party or individual.
- F. You agree not to (i) post content which is deliberately intended to upset or harm other users; (ii) use the **HCTN** sites to post or otherwise transmit content that victimises, harasses, degrades, or intimidates an individual or group of individuals on the basis of any impermissible classification, including, without limitation, religion, gender, sexual orientation, race, colour, creed, ethnicity, national origin, citizenship, age, marital status, military status or disability; (iii) post or otherwise transmit any content that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of the **HCTN** sites or any computer software or hardware or telecommunications equipment; (iv) upload or otherwise transmit any content, or take any other actions with respect to your use of the **HCTN** sites, that would

constitute, or would otherwise encourage, criminal conduct or give rise to civil liability; or (v) use the **HCTN** sites for commercial purposes, including, without limitation, submitting any material to solicit funds or to promote, advertise or solicit the sale of any goods or services unless agreed by **HCTN** advertising sales team.

- G. You understand that the technical processing and transmission of the **HCTN** sites may involve (i) transmissions over various networks; and (ii) changes to content to conform and adapt to technical requirements of connecting networks or devices. **HCTN** assumes no responsibility for the deletion or failure to store postings of content or advertisements or other information submitted by you or other users to the **HCTN** sites.
- H. Any queries regarding issues of copyright and your content should be directed in the first instance to info@healthcaretrainersnetwork.com

7. Apps

- A. You may download certain **HCTN** apps ("Apps") either from HCTN sites or from third party app stores or shops. All of these terms apply to the maximum extent relevant to your use of the Apps (and in particular, the terms of section 6 apply where you are using an App to submit user content to the HCTN sites).
- B. In addition to the limitations on our liability set out in Section 4, 16 and 17, we shall not be liable for any damage caused to or interference with any equipment or other Apps or content of any description.

8. Data protection

Please see our privacy policy for details of how personally identifiable information is collected and may be processed or shared with others.

9. Websites User Changes to Agreement & Terms of Service

- A. Please note that we may change these terms and conditions from time to time at our sole discretion and we reserve the right to do so without your consent. Any revised terms and conditions will be applicable at the time of posting on the sites. Please ensure that you review these terms and conditions regularly as you will be deemed to have accepted a variation if you continue to use the sites after it has been posted.

10. Governing law & jurisdiction (except for US users)

- A. These terms and conditions are governed by the laws of the United Kingdom and the parties agree to submit to the exclusive jurisdiction of the UK courts, provided that use of the HCTN sites in the United States is governed by Section below entitled Governing law & jurisdiction (for US users)

11. Indemnification

- A. The Sites content, including the information, names, images, pictures, logos and icons regarding or relating to the Owner, its products and/or services (or to third party products and services), is provided "AS IS" and on an "IS AVAILABLE" basis without any representations. The Owner does not warrant that the functions contained in the Sites content will be uninterrupted or error free, that defects will be corrected, or that the Sites or the server that makes it available are free of viruses, bugs, corrupt data, "trojan horses", "worms" or any other harmful software.
- B. **HCTN** assumes no responsibility to you or any third party for any errors or omissions of any kind in the Sites content or deriving therefrom and disclaims all warranties and to any other matter relating to the Sites and the Sites content, including but not limited to, any kind of warranty made (whether express or implied by law), including the implied warranties of satisfactory quality, fitness for a particular purpose, merchantability, non-infringement, compatibility, security and accuracy.
- C. Under no circumstances will we be liable for any damages and/or losses and/or other claims (whether the same were foreseen, foreseeable, known or otherwise) arising out of or in connection with the use or performance of the Sites or the content available or referred to on the Sites or on any other sites that you may access through the Sites, even if advised of the possibility of such damages, including without limitation:
- i. loss of data;
 - ii. loss of revenue or anticipated profits;
 - iii. loss of business;
 - iv. loss of opportunity;
 - v. loss of goodwill or injury to reputation/defamation;
 - vi. losses suffered by third parties; or
 - vii. any indirect, consequential, special, incidental or exemplary damages.
- D. **HCTN** reserves the right to modify or suspend the Sites at any time and for so long as the Owner (at its sole discretion) may wish, as well as change or remove

any Sites content from the Sites, in whole or in part, at its sole discretion, at any time without notice and without any liability whatsoever.

- E. Links available on the Sites will allow you to link to websites not maintained or controlled by **HCTN**. We provide these links for your convenience and are not responsible for the contents of any linked websites. **HCTN** cannot and does not warrant the accuracy, completeness, non-infringement, merchantability, or fitness for a particular purpose of any information available through these links and makes no representation or endorsement whatsoever about any other websites which you may access through the Sites. It is your responsibility to ensure that any websites you choose to use are free of potentially destructive items such as viruses.
- F. You agree to defend, indemnify, and hold harmless **HCTN**, its Owners, subsidiaries, and affiliates, and each of their respective officers, directors, and employees from any and all claims, liabilities, costs, and expenses, including, but not limited to, attorneys' fees and expenses, arising out a breach by you or any user of your account of these terms and conditions or privacy policy or arising out of a breach of your obligations, representation and warranties under these terms and conditions.

12. No waiver

- A. Our failure to insist upon or enforce any provision of these terms of service shall not be construed as a waiver of any provision or right of **HCTN**.

Additional terms of use for users in the United States and Australia

13. Additional restrictions on user content for US users

- A. In addition to section 7 the terms in Section above, you agree not to use the **HCTN** sites to upload, post, e-mail, or otherwise transmit any content that you do not have a right to transmit under any law or regulation or under any contractual or fiduciary relationship (such as insider information, intellectual,

proprietary or confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements and to intentionally or unintentionally violate any applicable local, state, national, or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange, or the NASDAQ, and any rules, regulations, orders, directives and the like having the force of law).

14. DMCA notice for US users

- A. If you are a US copyright owner or an agent of a US copyright owner and believe that any user content or other content on the **HCTN** sites infringes upon your copyrights, you may submit a notification pursuant to Title 17, United States Code, Section 512(c)(3), the Digital Millennium Copyright Act ("DMCA") by providing our designated copyright agent with the following information in writing:
- (i) identification of the copyrighted work or works claimed to have been infringed;
 - (ii) identification of the material that is claimed to be infringing and information reasonably sufficient to permit us to locate the material;
 - (iii) your contact information including name a address, telephone number, and, if available, an email address;
 - (iv) a statement that you have a good faith belief that use of the material in the manner complained of is not authorised by the owner of the work, its agent, or the law;
 - (v) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorised to act on behalf of the owner of an exclusive right that is allegedly infringed; and
 - (vi) your physical or electronic signature;
- B. HCTN's designated copyright agent to receive notifications of claimed infringement is: info@healthcaretrainersnetwork.com Only DMCA notices should go to the designated copyright agent. You acknowledge that if you fail to comply with all of the requirements of this Section, your DMCA notice may not be valid.

15. Governing law & jurisdiction (for US users)

- A. If you have accessed the **HCTN** sites from the US, these terms and conditions are governed by the laws of the United States of America and the laws of the State of New York. You agree that exclusive jurisdiction for any claim or dispute with **HCTN** or relating in any way to your use of the **HCTN** sites resides in the courts of the County of New York, State of New York, and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the County of New York, State of New York, in connection with any such dispute and including any claim involving **HCTN** and content providers. You agree that any cause of action or claim that you may have with respect to your use of the HCTN sites must be commenced within one year after the act or omission giving rise to the claim or cause of action arose.

16. Limitation of liability

- A. YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, IN NO EVENT WILL HCTNOR ITS AFFILIATES, INCLUDING, WITHOUT LIMITATION, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS AND ASSIGNS, BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY DIRECT OR INDIRECT LOSS, DAMAGE, COST, EXPENSE OR LIABILITY OF ANY KIND ("LOSS") ARISING IN ANY WAY OUT OF OR IN CONNECTION WITH THE AVAILABILITY, USE, RELIANCE ON, OR INABILITY TO USE THE HCTNSITES, INCLUDING (WITHOUT LIMITATION): (i) DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF BUSINESS AND OTHER PROFITS, LOSS OF PROGRAMS, COST OF REPLACING EQUIPMENT OR SOFTWARE OR LOSS OF RECORDS, INFORMATION OR DATA, LOSS OF USE OF DATA, LOSS OF REVENUE, LOSS OF GOODWILL, LOSS OF CUSTOMERS, LOSS OF OR DAMAGE TO REPUTATION, LOSS OF CAPITAL, DOWNTIME COSTS, LOSS UNDER OR IN RELATION TO ANY OTHER CONTRACT, OR LOSS OF ANTICIPATED SAVINGS OR BENEFITS; (ii) ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSS; OR (iii) ANY LOSS ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE GDNLIFE.COMSITES. THE EXCLUSION OF LIABILITY IN THIS SECTION 17 APPLIES EVEN IF HCTN SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS.
- B. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR PARTICULAR KINDS OF LOSS, IN SUCH

STATES OR JURISDICTIONS, **HCTN's** LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW (THEREBY MINIMIZING HCTN's LIABILITY TO YOU TO THE LOWEST AMOUNT THAT APPLICABLE LAW PERMITS).

17. Exclusion of warranties (for Australian users)

- A. The Australian Consumer Law may confer certain rights and remedies on you in relation to the provision by HCTN of goods and services under these terms and conditions. Notwithstanding the disclaimers and limitations of liability in Sections 4, 16 and 17 above, these terms and conditions do not exclude, restrict or modify the application of any condition, warranty, guarantee, right or remedy conferred by or implied under any provision of the Australian Consumer Law or any other statute where to do so would: (i) contravene the relevant statute; or (ii) cause any part of these terms and conditions to be void and/or unenforceable ("Non-Excludable Obligation").
- B. Except in relation to Non-Excludable Obligations, all conditions, warranties and other provisions implied or conferred by statute, custom, or the general law that impose any liability or obligation on HCTN are expressly excluded under these terms and conditions.

18. Non-Excludable Obligations (for Australian users)

- A. In relation to Non-Excludable Obligations (other than a guarantee as to title, encumbrances or quiet possession conferred by the Australian Consumer Law), except for goods or services of a kind ordinarily acquired for personal, domestic or household use or consumption (in respect of which our liability is not so limited under these terms and conditions), **HCTN's** liability to you for a failure to comply with any Non-Excludable Obligation is limited to: (i) in the case of services, the lowest of the cost of supplying the services again and payment of the cost of having the services supplied again; and (ii) in the case of goods, the lowest of the cost of replacing the goods, supplying equivalent goods or having the goods repaired, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.