

Terms of Use for CU Learn

These Terms of Use, including any future modifications, govern your use of CU Learn and constitute a legal contract between you and the Irish League of Credit Unions which operates CU Learn. These Terms of Use apply to all Delegates and Users, and all references to "you" or "your" include all Users, all references to "we" or "use" refer to the Irish League of Credit Unions.

By registering with CU Learn you acknowledge that you have read, understood, and agree to be bound by these Terms of Use. If you do not agree you may not use CU Learn.

We reserve the right to change, modify, add to, or delete portions of these Terms of Use & Booking Terms at any time. When we do so we will notify you of such changes by a site-wide announcement which will be visible for one week from the date of the changes and will be incorporated into the Terms of Use which can be accessed on the website. Your continued use of CU Learn will constitute your binding acceptance of the change.

Definitions

"Booking" means the allocation by the ILCU of a place on a Course to a Delegate;

"Course" means either an ILCU On-line Training Course or an ILCU Training Course including Pathways, event, seminar, roadshow or webinar;

"CU Learn" is a training administration system operated by the ILCU;

"Delegate" means any person who has been allocated (i) a place to attend an ILCU Training Course or (ii) access to an ILCU On-line Training Course;

"ILCU" means the Irish League of Credit Unions

"Pathways" means the suite of Certificate, Diploma, Degree and Masters qualifications provided by the ILCU and UCC under the "Pathways" brand.

"Site" means the www.culearn.ie

"Sponsor credit union" means an organisation that a Delegate has registered an association with and which has consequently agreed to pay the Delegate's Course fees;

"Terms" mean these Terms of Use which incorporate the Privacy Policy and the Pathways terms and conditions (where relevant);

"Training Record" means the electronic record maintained on CULearn for each Delegate, containing name, email address, CU CPD membership number and date when joined (if applicable), MCC qualification (if applicable), Pathways student number (if applicable), manager name and email, job role, whether or not they are a volunteer, cost centre name and number and details of all Courses undertaken by that Delegate including results for any examinations undertaken; and

"User" means anyone who accesses and uses the Site. There are a number of categories of Users and the access rights of the categories of Users differ and are set out below.

Scope

CU Learn is an online training administration system that manages the entire training and development process, from delivering and tracking of training, to assessment and reporting.

This system is available to officers and voluntary assistants of all credit unions and offers additional features for those who are members of the CU CPD scheme.

Users of CU Learn have access based on their role:

- Students (Credit Union Staff & Volunteers) only have access to their own training record and booking on a course. They may also have limited access to discussion forums within CU Learn (where applicable).
- CU Learn Administrators have full access to CU Learn and all its records for administration purposes.
- Local Coordinators are representatives of a credit union who manage CU Learn at local credit union level and have access to all the records of Student Users who are associated with that credit union.
- Trainers (internal and external) have limited access to view course schedules and delegates on a particular course. They do not have access to student training records. Strategic Partners (Currently University College Cork) have limited read only access to certain records held by CU Learning & Development for those students attending the Pathways programme. Non-affiliated users of CU CPD only have access to their own training record.

By using CU Learn, you consent to the collection, use and transfer of your information under these Terms and you further consent to your information being shared with other categories of Users where applicable.

Privacy

Your privacy is very important to us. Please read our Privacy Statement available at www.culearn.ie, and if you are a CU CPD student, the CU CPD privacy statement available on the CU CPD application form and if you are an Pathways student in the Republic of Ireland or Northern Ireland, the Pathways privacy statement available on the Pathways application form to see how we collect, use and protect your personal information. You should familiarize yourself with these statements which are incorporated in these Terms.

Eligibility

Users must be over 16 years old and an officer or voluntary assistant of a credit union to use this site and to book Courses

The Terms govern your relationship with the ILCU with respect to the use of CU Learn, regardless of whether your course fees are being paid by a Sponsor credit union or whether you are paying the fees yourself.

If you are using CU Learn as a representative of a credit union in the capacity of CU Local Co-ordinator you represent that you have the authority to enter into these Terms on behalf of that credit union. You further agree that you will use the data accessible to you only in accordance with the Terms.

Using the Site

As a condition of your use of the Site, you agree that you will not use this Site for any purpose that is unlawful or prohibited by these Terms. The ILCU may restrict or limit access to the Site, in its absolute discretion and without notice.

You agree not to use CU Learn to:

- post illegal material
- defame, abuse, harass, stalk, threaten or otherwise violate the rights (such as rights of privacy and publicity) of others
- identify or speculate as to the identity of any anonymous or pseudonymous User
- harm minors in any way
- solicit passwords or personally identifying information for commercial or unlawful purposes
- collect or store other Users' personal data
- attempt to gain unauthorised access to the CU Learn administrative areas or interface, to User accounts, computer systems or networks connected to the CU Learn site, through password mining or any other means
- post irrelevant material, repeatedly post the same or similar material or otherwise impose an unreasonable or disproportionately large load on the CU Learn servers or infrastructure
- post any advertising, promotional content, 'junk mail', 'spam', 'chain letters', 'pyramid schemes', or any other form of commercial publicity
- post any abusive, harmful, vulgar, obscene, sexually explicit, indecent, profane, inappropriate, or racially, ethnically or otherwise objectionable material
- post material that contains violence, or offensive subject matter or contains a link to an adult website
- post material that promotes or encourages illegal activity
- post material that infringes any patent, trademark, trade secret, copyright, rights of privacy or publicity, or other proprietary right of any party
- post material that falsely expresses or implies that such material is sponsored or endorsed by CU Learn
- introduce or use material that contains software viruses or harmful programs including but not limited to, Trojan horses, worms, time bombs, cancel-bots, computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment
- modify, adapt, translate, or reverse engineer any portion of CU Learn, or use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of CU Learn, except as expressly authorised in writing by CU Learn
- reformat or frame any portion of the web pages that are part of CU Learn

Accounts and passwords

As part of the registration process, you will be asked to select a Username (e.g. first name, surname) and password and you will be responsible for all activities occurring under your Username and **for keeping your password secure.**

We reserve the right to log off or deactivate accounts that are inactive for an extended period of time.

You agree not to use the account or password of another User and not to disclose your password to any third party. You agree to notify us immediately if you suspect any unauthorised use of your account or access to your password.

We will not be liable for any loss that you may incur as a result of someone else using or accessing your password or account, either with or without your knowledge.

You may be held liable for losses incurred by us or any other party as a result of someone else using or accessing your password or account if you have not taken reasonable steps to keep your password or account secure.

Your interactions with other Users

We have no obligation to verify the identity of any Users when they are connected to the site or to monitor material provided by them.

Your interactions with other Users are solely between you and the other User and we are under no obligation to become involved in any dispute between you and another User.

Availability of service and closure of accounts

We will close your User account on request from your Sponsor credit union with your agreement or from you in writing.

We reserve the right to close your User account at our sole discretion. You agree that any termination of access to CU Learn under any provision of these Terms may be effected without notice, and acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or CU Learn. Without limiting the foregoing, the following will lead to a suspension or termination of your account:

- breaches or violations of these Terms of Use or other CULearn guidelines
- requests by law enforcement or other government agencies
- unexpected technical issues or problems or
- extended periods of inactivity.

We may at our sole discretion and at any time, discontinue temporarily or permanently

providing CU Learn or any part thereof, with or without notice.

CU Learn may be temporarily unavailable from time to time for maintenance or other reasons. We accept no responsibility for any error, omission, interruption, deletion, defect, delay in transmission, communication line failure, theft or destruction or unauthorized access to, or alteration of User communications.

Where possible, we will use reasonable efforts to give Users fair notice of technical difficulties or termination or suspension of their access to CU Learn. However you agree that we shall not be liable to you or any third party for any inability to access CU Learn, termination or suspension of access to CU Learn or modification of the service provided by CU Learn.

Training Records

A Training Record in respect of each User shall be maintained on CU Learn. Details of all Courses attended or taken from the 1st of January 2012 and any results for same are recorded on the Delegate's Training Record. It is your responsibility to advise of any change to your association with a credit union and failure to do so could result in removal of you from CU Learn. It is your responsibility to notify if you wish to retain your CU CPD membership. This information will be held for up to six years after you have left CU Learn, after which time it will be deleted. You can request a copy of your training record anytime up to six years after you leave CU Learn.

The purpose of the Training Record is to establish a readily accessible record of the training that you have undertaken.

It is a condition of registration with CU Learn that:

- i. you consent to have your course details entered into your Training Record and retained in the way described here; and
- ii. your Sponsor credit union will have access to your Training Record (at all times) when determining your application to have it pay your Course fees (that is, to accept your application to register an association with that Sponsor credit union).
- iii. a Sponsor credit union may want access to your Training Record to confirm that you have the relevant training and qualification requirements to undertake work;
- iv. the Sponsor credit union will continue to have access to your Training Record until either you or the Sponsor credit union notify the ILCU (in writing) that the association is to be brought to an end.

The CU Learn Local Coordinator acknowledges that access to User's Training Record shall **only be used for the above purposes** in the administration of training, the CPD scheme, Pathways and maintaining the Minimum Competence Register and shall not be disclosed outside the Sponsor credit union without the consent of the User or unless required for a legal or regulatory purpose.

University College Cork (if you are a participant in Pathways) and the ILCU Training Course Tutors will have access to your Training Record for administration purposes. This includes access to your Pathways student registration information, student details and assessments undertaken.

Compliance with CPD requirements and the maintenance of records to evidence compliance with same is the sole responsibility of the User. The ILCU will make reasonable efforts to assist the User in this but accepts no responsibility or liability for the accuracy or completeness of the Training Record.

If you're a participant in Pathways, you will also be subject to the Pathways terms and conditions which can be found on www.culearn.ie in the Pathways online classroom.

Bookings and Payment

A Booking may be made by the User or the Sponsor credit union (or Chapter administrator in the case of in-house Course Bookings). The Sponsor credit union will then be liable for payment of the Course fees.

Course fees are listed on the Site and include all tuition fees, use of equipment and all Course materials. When taking ILCU On-line Training Courses, Delegates are responsible for providing their own computer, software and internet connection.

Where a bespoke Course has been designed at the request of the Delegate or Sponsor credit union, an appropriate Course fee may be payable prior to its provision. Depending on the bespoke nature of the Course, certain amendments to these Terms may be required by the ILCU and if that is the case, these will be communicated to and agreed with the User.

Cancellation of a Course by the ILCU

The ILCU will make every effort not to cancel courses at short notice. However, if unforeseen circumstances arise the ILCU reserves the right to cancel a course for any reason prior to the start of that course.

In the event of a cancellation by the ILCU, Delegates will be notified and a full refund of all fees will be made to the Delegate or Sponsor credit union, as applicable.

The ILCU will not be liable for any accommodation expenses, travel expenses, other expenses or any consequential loss arising from such a cancellation.

Cancellation of a Booking by the Delegate and Refunds

Once a course has been started by the Delegate, no refunds will be made in respect of that course. The Delegate may withdraw from an ILCU Training Course or cease to use an ILCU On-line Training Course at any time after starting it, but the Delegate will not then be entitled to seek or receive a refund (unless there are extenuating circumstances such as compassionate leave for example).

You may cancel without charge up to 7 days before most courses. Substitutions are permitted up to the day of a course. Cancellations within 7 days of a course beginning will incur a 50% cancellation fee. Cancellations on the day of the course will incur the full cost of the course. Failure to attend a course will result in the full fee being charged.

Replacement of Delegates

Substitutions can be made any time up to the start of the course.

Expenses

The ILCU will not be liable for any travel, accommodation or other expenses incurred by Delegates attending ILCU Training Courses unless otherwise expressly indicated on course documentation. All travel, subsistence and accommodation arrangements are the sole responsibility of the Delegate or Sponsor credit union concerned.

System Requirements

You are solely responsible for determining which equipment and software you require to use the Site and/or participate on a course. The ILCU is not responsible if your equipment or software is incompatible with the Site.

Course Materials

All course materials are either owned by or used under licence to the ILCU. The ILCU reserves all rights in such course materials. By attending or taking a course a Delegate will not obtain any rights whatsoever in such course materials. Course materials may not be copied, reproduced, republished, downloaded, posted, broadcast or transmitted in any way except for a Delegate's personal, non-commercial use.

Once the course is completed, the ILCU reserves the right to restrict access to course materials.

Refusal of entry

The ILCU reserves the right to refuse or revoke entry onto an ILCU Training Course, where a:

- Delegate arrives late, or is absent from any session so that, in the ILCU's opinion, the Delegate will gain insufficient knowledge or skill in the time remaining; or
- The ILCU believes that the Delegate's behaviour, speech or manner is prejudicing (or would prejudice) the course, the ILCU, other Delegates and/or any staff members at the venue.

In all such cases, the course fee will not be refunded.

For Pathways students, you agree to the university and ILCU conditions and role. See www.culearn.ie and the Pathways classroom.

For CUCPD students, you agree to the CUCPD Terms and Conditions. See the CUCPD application form.

Posting on CULearn

This is limited to Pathways students. See terms and conditions of Pathways for more

information.

Intellectual property

All website design, text, graphics, the selection and arrangement thereof and all software are copyright where all such materials are copyright ILCU or licenced to ILCU, unless otherwise indicated. All rights reserved.

Indemnity and waiver

You agree to indemnify, defend (at our request) and hold harmless the ILCU our successors, subsidiaries, affiliates, co-branders, contractors, employees, technology providers, service providers or other partners, and each of their respective officers, directors, agents, shareholders, employees and representatives, from and against any third party claim, demand, loss, damage, cost, or liability including reasonable legal expenses, made or brought by any third party due to or arising out of your use of CULearn or any part thereof, the violation of these Terms by you, or the infringement or misappropriation by you, or a third party using your computer, of any account or password to access and/or use CULearn or of any intellectual property rights of any person or entity, or the use or misuse by you or third parties of your passwords or accounts.

You acknowledge that your use of CULearn including any material downloaded or otherwise obtained through CULearn is at your own discretion and risk and you agree to waive any right to bring any claim or action against the ILCU or our successors, assigns, directors, officers, employees and agents for any loss, damage or injury arising from such use.

Loss or Damage

We are not responsible for the following kinds of loss or damage which may arise from your use of the Site or participation on a Course:

- i. loss or damage suffered by you or someone else when we comply with these Terms;
- ii. loss or damage which is caused by us when we do not comply with these Terms but which the ILCU and you could not anticipate nor expect to happen when you started using the Site or participating on a Course;
- iii. any direct or indirect, incidental, consequential, special or exemplary damages or loss howsoever arising, (including but not limited to negligence or breach of these Terms or otherwise) or for any loss of data, profit, revenue, goodwill or business howsoever caused even if that loss or damage was foreseeable by us, or the possibility of it was brought to our attention.
- iv. provided we comply with its Privacy and Cookies Policy, any loss of data or damage to your device or software; or
- v. loss or damage if the Site or a Course is not provided to you or is interrupted or suspended or if we do not comply with these Terms because of events beyond our control, such as an act of God, accident, fire, lockout, strike or other official labour dispute, civil commotion, decision of rule or order or act of Government or other act or event beyond our reasonable control.

The Site contains links to third party websites. The ILCU has no control over the content or

security of any of these websites. You use such links entirely at your own risk and the ILCU accepts no responsibility or liability for the content, use or availability of these websites or for any loss or damage arising from their use.

Nothing in these Terms excludes or limits the ILCU's liability for death or personal injury caused by negligence or for fraud.

Liability and accuracy:

We do not make any warranty or representation as to the accuracy or completeness of the information contained on this site. Material posted on the Site is not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such Material by any User, or by anyone who may be informed of any of its contents.

Although rigorous protocols are applied to the website we do not make any warranty that the website is free from infection by viruses or anything else that has contaminating properties.

General

These Terms do not create or infer any rights that are enforceable by any person who is not party to these Terms.

You may not assign, sub-license or otherwise transfer any of the rights granted to you in these Terms to any other person.

In the event that any provision of these Terms shall be determined to be partially void or unenforceable by any court or body of competent jurisdiction or by virtue of any legislation to which it is subject or by virtue of any other reason whatsoever, it shall be void or unenforceable to that extent only and no further and the validity and enforceability of any of the other provisions of this Agreement shall not be affected.

Nothing in these Terms shall be construed as forming a partnership or make any party an agent for any other party, for any purpose whatsoever.

The Terms of use shall be governed by and construed in accordance with the laws of Ireland and each of the parties submit to the jurisdiction of the Irish Courts for the resolution of disputes hereunder.