

## Terms & Conditions of Use for CU Learn Hub

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

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

We reserve the right to change, modify, add to, or delete portions of these Terms & Conditions 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 & Conditions of Use which can be accessed on the website. Your continued use of CU Learn Hub 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 an accredited course, event, seminar, roadshow or webinar;

"**CU Learn Hub**" is a learning management system operated by the ILCU;

"**CU Learning & Development/CU L&D**" is the training and education department within 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 its accreditation partner under the "Pathways" brand.

"**Site**" means the [www.culearn.ie](http://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 & Conditions of Use which incorporate the Privacy Statement and the Pathways terms and conditions (where relevant);

"**Training Record**" means the electronic record maintained on CU Learn Hub for each Delegate, containing name, email address and date when joined (if applicable), Minimum Competency Code (MCC) qualification (if applicable), Pathways student number (if applicable), manager name and email, job role, credit union role, cost centre name and number and details of all Courses undertaken by that student including results for any examinations undertaken;

"**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 Hub is an online training administration system that manages the entire training and development process, from booking, 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 Hub have access based on their role:

- CU Learn Hub users (credit union officers) 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 Hub (where applicable).
- CU Learn Hub Administrators have full access to CU Learn Hub and all its records for administration purposes.
- Local Coordinators are representatives of a credit union who manage CU Learn Hub at 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.
- Non-affiliated users of CU CPD only have access to their own training record.

By using CU Learn Hub, you consent to the collection, use and transfer of your information under these Terms & Conditions of Use 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 the bottom of the screen on the CU Learn Hub.

As a new User you will be asked to choose your marketing preference when you sign up to CU Learn Hub.

## **Eligibility**

Users must be over 16 years old and an officer of a credit union to use this site and to enrol on courses.

These Terms & Conditions of Use govern your relationship with the ILCU with respect to the use of CU Learn Hub, regardless of whether your course fees are being paid by a Sponsor credit union or yourself.

If you are using CU Learn Hub as a representative of a credit union in the capacity of CU Learn Hub Co-ordinator you represent that you have the authority to enter into these Terms & Conditions of Use 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 Hub 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 Hub administrative areas or interface, to User accounts, computer systems or networks connected to the CU Learn Hub 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 Hub 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, racially, ethnically or otherwise objectionable material
- post material that contains violence, 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 Learning & Development
- 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, hardware or telecommunications equipment
- modify, adapt, translate, or reverse engineer any portion of CU Learn Hub, or use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of CU Learn Hub, except as expressly authorised in writing by the Head of CU Learning & Development
- reformat or frame any portion of the web pages that are part of CU Learn Hub

## **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 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 Hub under any provision of these Terms may be effected without notice, and acknowledge and agree that we may immediately de-activate 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 Hub. 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 CU Learn Hub 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 Hub or any part thereof, with or without notice.

CU Learn Hub 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 Hub. However you agree that we shall not be liable to you or any third party for any inability to access CU Learn Hub, termination or suspension of access to CU Learn Hub 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 Hub. Details of all courses attended or taken from the 1 January 2012 and any results for same are recorded on the Delegate's training record. It is your responsibility to advise CU Learning & Development by email to [learning@creditunion.ie](mailto:learning@creditunion.ie) of any change to your association with a credit union and failure to do so could result in removal of your account from CU Learn Hub. 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 ceased using CU Learn Hub, after which time it will be deleted. You can request a copy of your training record anytime up to six years after you cease using CU Learn Hub.

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 Hub that:

- i. You have full access to your information at all times on CU Learn Hub, your user information on the system can be modified, rectified or changed as you require.
- ii. Your credit union has access to your user and training records until either you or the credit union notify CU L&D (in writing) that the association is to be brought to an end. Your credit union exercises its access to records through the appointment of a *CU Learn Coordinator* in each credit union who has access to the user and training records of those users in that credit union.
- iii. CU L&D staff have access to your user and training records to administer the system, courses and the CU CPD scheme, to provide support and to run the CU L&D function in support of credit unions.
- iv. CU L&D trainers have limited access to enrolment information (names and credit unions of those enrolled) for courses they are due to deliver (they do not have access to student user or individual training records).
- v. Our CU Learn Hub support partners (currently Aurion Learning Ltd and LTG PLC) have access to the system to maintain and support the system and for technical support.

Their use and access to the system is managed through contracts and SLA's in place with them.

The CU Learn Hub 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.

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.

## **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 Policy for Participants**

Those who have enrolled on training programmes may amend or cancel their booking as long as adequate notice is given. This is taken to be one weeks' notice.

If, after making a booking, you subsequently need to cancel your place or organise for an alternative person to attend in your place, this may be done through the CU Learn Hub [www.culearn.ie](http://www.culearn.ie).

Cancellation fees must be charged to ensure that all costs are covered as it may not be possible to replace people at late notice on courses and the ILCU will still be charged by providers.

ILCU will take into account personal circumstances for cancellation of bookings **made ahead** of the course running. No shows once a course has begun will be charged at full rate in all circumstances.

### **In-House Booking - Cancellation Policy**

Should a credit union (or Chapter) need to cancel or reschedule an in-house course this can be done free of charge once a cancellation/reschedule request is received by ILCU at least one week prior to commencement date of the course.

Should a credit union need to cancel **within a week** of the commencement date of an In-house course this may be accommodated with no charge provided that the trainer agrees to an alternative date within 3 months of the original commencement date. Should the credit union cancel outright, or a trainer not be available for a rescheduled date, 50% of the original course fee will be charged.

Should a credit union or Chapter cancel or reschedule an In-house booking **within 48 hours** of the course date, the full charge for the course will be applied.

### **Scheduled Training - Cancellation Policy**

Participants may cancel or change their booking at any time free of charge more than one week prior to commencement date of the course.

Participants may also substitute their place at any point within a week of the event by contacting CU L&D.

Should a booking be cancelled within a week of commencement of a course, a 50% fee will be applied, should the cancellation occur within 48 hours of the course start time, the full fee will be applied.

### **Accredited Programmes Withdrawal Policy**

This withdrawal policy for Pathways accredited courses will be managed by the accreditation body for that course. Please see the relevant bodies' cancellation policy.

### **E-Learning**

Once enrolled on an e-learning course it is not possible to cancel or withdraw on the CU Learn Hub. If you enrol on an e-learning course in error contact CU L&D immediately.



## **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.

## **Replacement of Delegates**

Substitutions can be made any time up to the start of the course, as long as CU L&D are notified in writing of the substitution.

## **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 to 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 accreditation partner and ILCU Terms and Conditions.

For CUCPD members, you agree to the CUCPD Terms and Conditions. See the CUCPD application form for details.

## **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 CU Learn Hub 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 CU Learn Hub 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 CU Learn Hub including any material downloaded or otherwise obtained through CU Learn Hub 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, other official labour dispute, civil commotion, decision of rule or order, act of Government, 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.

