

# **Trainer Bubble – Learning Management System (LMS) Terms & Conditions**

Trainer Bubble LMS - Terms & Conditions These Terms and Conditions apply to all organisations and their employees using the Trainer Bubble Learning Management System (LMS).

In this document “Organisation” refers to the customer or client who enters into this agreement to allow their employees use of the LMS. “Learners’ refers to the organisation’s employees who access the LMS.

By accepting these Terms and Conditions and by using Trainer Bubble you are entering into a legal agreement to always adhere to them.

If you do not agree to be legally bound by all of these Terms and Conditions please do not continue to use the Learning Management System.

## **1. Access, Registration Details and Password Security**

- a. Access to the core functionality and content, as defined by Trainer Bubble, of the LMS is provided to registered Learners whose Organisation has an agreement with Trainer Bubble to use the system and online content.
- b. When Learners are registered to use the LMS we will require personal information that will be used to identify the Learner on the system. This will be provided by the Organisation or individual Learner and is usually in the form of a name and email address only.
- c. Where Learners leave an Organisation, it is the responsibility of the Organisation to inform Trainer Bubble who will delete registration details of the account and deactivate it.
- d. Learners must not disclose their username or password to any other person and must make every effort to ensure that it is not disclosed.
- e. We reserve the right to change a learner’s password at any time if we have reason to believe there has been, or is likely to be, a breach of security or misuse of the password.
- f. It is the Organisation’s responsibility to ensure that the provided registration details are correct, and Trainer Bubble accept no responsibility where Learners do not receive their login details or if they are incorrect. Where an Organisation or Learner advises Trainer Bubble of incorrect login details, we will either amend them, or advise the representative of the Organisation who administrates the LMS to do so.

- g. Unless specific arrangements are made outside of these terms, Trainer Bubble will expect the Organisation to allocate an internal contact who has administration access and can add ad-hoc Learners to the LMS after Trainer Bubble provide the initial bulk upload.

## 2. Availability of the System

- a. We aim to provide you with the best possible service, but we do not warrant that the service will be uninterrupted or error free. Although we will do all that we can to correct or put right any system issues, we accept no responsibility or liability in respect thereof.
- b. We may need to suspend or restrict access to the LMS from time to time for maintenance or repair purposes. If we do so we will endeavour to inform you and to restore the service as soon as reasonably possible.

## 3. Right to restrict, suspend or terminate registration and access

- a. We reserve the right to restrict access to any part of the LMS to individuals.
- b. We reserve the right to prevent, suspend, or terminate your registration and/or access to the LMS if you breach any of these Terms and Conditions and/or otherwise at our absolute discretion.

## 4. General Disclaimer

- a. Considerable effort is made to ensure the all content created by us is legally accurate, up-to-date and complies with general operational procedures in the relevant country. However, we accept no responsibility or liability whatsoever with regard to the content on the LMS.
- b. The content does not constitute legal or any other type of professional advice and should not be relied upon for this purpose.
- c. To the fullest extent permitted by applicable law, you agree that Trainer Bubble accept no responsibility or liability for any loss, damage or inconvenience, howsoever caused, arising from, or in connection with, any use of, or reliance placed upon, the information found on the LMS.

## 5. Contributions to Forums

Learners invited to contribute to the Forums (where applicable), undertake to ensure that:

- a. the contribution does not contain any defamatory, libellous, racist, homophobic, obscene, offensive, vulgar, insulting, threatening, abusive, or otherwise objectionable material;

- b. the contribution does not encourage conduct that constitutes a criminal offence, or is likely to result in civil proceedings or otherwise infringes any applicable laws, regulations or codes of conduct;
- c. the contribution is your own original comment/material and does not plagiarise, infringe or misappropriate any third party intellectual property rights or confidential information;
- d. Learners waive any and all moral rights in your contribution.

Trainer Bubble has absolute discretion to remove any material posted on the Forums.

By submitting your contribution to us you warrant that the above conditions have been complied with and you indemnify Trainer Bubble against any loss, liability, costs or damage which they may incur as a result of, or in connection with, a breach of this warranty.

## 6. Intellectual Property Rights

All Background Intellectual Property Rights shall remain the property of the party introducing the same. For the avoidance of doubt all Trade Marks are part of the Background Intellectual Property of the respective party.

Learners shall not, and shall not assist, authorise or encourage any third party (without prior written consent) to;

- a. use any Background Intellectual Property Rights or Intellectual Property Rights owned by Trainer Bubble or any other acknowledged third party, for any purpose other than the Purpose of accessing e-learning via the LMS under these terms and conditions;
- b. use or transmit any Background Intellectual Property Rights or Intellectual Property Rights owned by Trainer Bubble, or any other acknowledged third party, on or to any other website or network;
- c. modify or create derivative works based on any Background Intellectual Property Rights (including the Trade Marks) or Intellectual Property Rights owned by Trainer Bubble, or any other acknowledged third party;
- d. use any Content or any part thereof, to provide services to third parties or allow any third party to have access to or use of the Content or any part thereof, for any purpose whatsoever, other than for demonstration purposes;
- e. remove or modify any Trainer Bubble, or any other third party, marking of confidentiality, proprietary information, copyright notice or trade mark contained within the LMS or on or in any of the Content;
- f. make copies of, or any modifications or enhancements to, any of the Services; or

- g. copy, reverse engineer, disassemble or decompile the Content or any portion thereof, nor permit any third party to do so.

The materials on the LMS (including but without limitation the text, artwork, graphics, photographs, film footage, trademarks and logos) are subject to copyright and/or other intellectual property rights. You agree to comply with our all copyright notices attached to materials

## 7. Links to Third Party Web Sites

We provide links to various third-party web sites. We are providing these links solely as a convenience. Such linked third-party sites are not under our control. We have not reviewed all of the sites and are not responsible or liable for the contents available at any such linked site. The appearance of a third-party link on this site does not imply our endorsement of the linked site, its sponsor or any products or services offered on the linked site. Use of any linked site is at your own risk.

## 8. License to Use

The Organisation and their Learners are granted a limited, non-exclusive, non-transferable licence to use the LMS.

This license is granted subject to the Learner and the Organisation complying with all the terms and conditions.

Nothing in this Agreement shall be construed as restricting Trainer Bubble rights to licence, sell, lease, market, publish or otherwise distribute in whole or in part, directly or through a third party any Products or Services or to develop and/or provide Hosting Services in respect of any LMS for any third parties.

Organisations and Learners may not use the LMS to provide services to organisations outside of their own without our prior written permission.

Organisations and Learners may not use the LMS to facilitate income generation without prior written consent from us.

## 9. Data Protection

Trainer Bubble stores and uses data within the Learning Management System in accordance with the General Data Protection Regulation. By agreeing to these terms and conditions, Learners consent to Trainer Bubble or its parent organisations holding and processing data in the ways described below.

The personal information of Learners is kept private and stored securely until a time it is no longer required or has no use, as detailed in the General Data Protection Regulation. No personal details are passed on to third-parties nor shared with companies / people outside of Trainer Bubble Ltd.

## 10. Personal Data

The personal data supplied by the Organisation and held by the LMS is handled as follows:

- a. First Name: this is used to identify the account holder for the purposes of account access, training management and communicating with the Learner.
- b. Last Name: this is used to identify the account holder for the purposes of account access, training management and communicating with the Learner.
- c. Email Address: this is used for the purposes of communicating with the learner.
- d. Training History: this data is created by the LMS and held for the purposes of training management.
- e. Rank: this is used for the purpose of training management.

Identifiable personal data is either provided by the Organisation or by the Learner when they create a user account.

Identifiable personal data is accessible by Trainer Bubble only, but on request, they may give access to; the Learner, the Domain Administrator, Training Administrators, and the Learner's Line Manager.

Identifiable personal data is never shared with outside organisations.

Identifiable personal data held in the LMS is never used to communicate with the Learner outside of the purposes of training provision or management.

Identifiable sensitive personal data is never passed to third-party organisations.

Where an account is closed, Personal data and sensitive personal data is completely removed from the LMS after six months.

Where a Learner or Organisation requests, we will remove personal data within a month of the written request.

## 11. Confidentiality

Learners shall not use, nor disclose to any third-party any confidential information. Any confidential information obtained from, or relating to, the disclosing party shall be the property of the disclosing party.

## 12. Amendments to Terms and Conditions

We may update or amend these Terms and Conditions from time to time. Any changes will be posted online within this file and will take effect from the date of posting. You are responsible for reviewing this file regularly to ensure you are aware

of any changes made to the Terms and Conditions. Your continued use of the LMS after the changes have been posted means you agree to be legally bound by the new Terms and Conditions.

### 13. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of England & Wales and any disputes arising shall be subject to the exclusive jurisdiction of the courts of England and Wales.