



# Click Learning Content Subscription Terms & Conditions

1. **Provider:** Flourish Learning Ltd
2. **Price:** As stated on the invoice
3. **Quantity:** As stated on the invoice
4. **Plan:** As stated on the invoice
5. **Product:** As stated on the invoice
6. **Format:** As stated on the invoice; either xAPI (Tin Can API), SCORM 2004, SCORM 1.2 or AICC

## 7. **Payment:**

- a. The Partner accepts these terms and conditions as soon as the first invoice has been generated, with a recurring payment method which must remain in place in order to access Click Content, unless otherwise stated on the invoice.
- b. Payment for the first month will be based on the Quantity purchased by the Partner and can be increased thereafter, as per usage.
- c. At the end of the specified Plan period, this arrangement will then convert into a monthly rolling contract, based on the terms to be negotiated between the Provider and the Partner.
- d. If any payment due to the Provider is not made in accordance with these terms and conditions, the Provider will be entitled to terminate the arrangement with immediate effect and pursue all outstanding payment in full for the remainder of the Plan period. The Provider will immediately cease all course updates under such circumstances, if previously agreed.

## 8. **Terms:**

- a. The Product will be released from the Provider to the Partner upon payment of the invoice.
- b. The Product is solely for use by the Partner and any resale, sharing or publishing of the Product in any format is not permitted without written permission of the Provider.
- c. No refunds are available should any of the Product not be used by the Partner.

## 9. **Technical:**

- a. The Provider will ensure the secure transmission of the Product and the Partner is responsible for providing a Learner Management System (LMS) or link to enable learners to access the Product. The Provider can make their LMS available to the Partner but this would be under a separate pricing arrangement.
- b. While it is unlikely to occur, the Provider is not responsible for any damage to data, software, hardware, telecommunications or other equipment (including damage caused by virus transmission) that the Partner may experience as a result of using the Product.

## 10. **Intellectual Property Rights:**

- a. The Product contains intellectual property owned by the Provider. Please check and seek permission with the Provider before copying any of the materials to avoid infringing copyright.

- b. The Partner will be responsible for the safe use, destruction and storage of any data created by the Product and also compliance with General Data Protection Regulations (“GDPR”).

**11. Installation and Support:**

- a. The Partner will need to plan and prepare for the installation of the Product at the appropriate level for their organisation.
- b. The Provider will supply the Product in the Format as pre-agreed between the Provider and the Partner and as set out in the invoice. The Partner is responsible for checking compatibility with their own LMS and/or infrastructure.

**12. Cancellation:**

- a. If the Partner cancels their recurring payment method, at any time, without notifying the Provider, any outstanding invoices will become immediately due for payment for the remainder of the Plan period.
- b. The Provider will immediately cease all course updates under such circumstances, if previously agreed.
- c. Upon cancellation, the Partner will no longer be entitled to use the Product. Any further use of the Product, without the express permission of the Provider, will result in further charges for the Partner as well as copyright infringement on the part of the Partner.

**13. Disclaimer:** Whilst every effort is made to ensure the Product is in line with UK regulatory requirements and guidance from relevant skills councils and national bodies, the Provider is not responsible for any impact on anyone using the Product via the Partner as a result of the Partner’s interaction with the Product.

**14. Feedback:**

- a. The Provider reserves the right to use any positive feedback, either written or verbal, for use in its future promotional material without the express written permission of the Partner.
- b. In the event that the Partner is not satisfied with the Product, they should share this by email to [adultcare@Flourish.co.uk](mailto:adultcare@Flourish.co.uk) All concerns will be reviewed and support provided as appropriate. The Provider will not be responsible for any concerns which are not raised by this method.

**15. Product Usage:** The Partner is restricted to using the Product either via their own LMS or via a separate link which is only accessible to the direct employees of the Partner.

**16. Product Updates & Accuracy:** The Provider will provide updates to the Product, as set out in the invoice. The Partner is therefore responsible for fully reviewing the Product for accuracy, suitability and overall quality during use.