

BY USING THE INVESTORS IN PEOPLE SITES (INCLUDING ONLINE ASSESSMENT SURVEY TOOLS) YOU ARE AGREEING TO THESE TERMS OF USE.

IF YOU, OR YOUR END USERS, DO NOT AGREE WITH ALL OF THESE TERMS OF USE THEN DO NOT USE THE SITES AND SERVICES AND DO NOT PROVIDE ACCESS, DATA OR INFORMATION TO THESE END USERS.

ALL REGISTERED USERS ARE REQUIRED TO ACTIVELY CONSENT TO THE FOLLOWING CONDITIONS AT FIRST LOG-IN. ALL NON-REGISTERED USERS ARE ASKED TO ACTIVELY ACCEPT THESE TERMS AND PRIVACY POLICY WHEN BROWSING THE SITE.

YOU ARE REQUIRED TO ENSURE THAT ANY END USERS PROVIDED WITH ACCESS OR INFORMATION BY YOU ALSO ACCEPT THESE TERMS.

1.1.

In these Terms and Conditions, “we” or “us” refers to "Investors in People" (trading name for Investors in People Community Interest Company, company registration 10420361), operating under the owned and registered trademark by the same name "Investors in People" (UK00002326735). Our “Sites” or “Digital Services” are defined in our privacy policy <https://www.investorsinpeople.com/cookie-and-privacy-policy> . “You” refers to the user of a “Digital Service” and “Sites” provided by “Investors in People” as defined in the Privacy Policy. “You” might be an individual interested in Investors in People, a licensed delivery partner or a licensed practitioner acting on behalf of a licensed delivery partner. “Your Users” and “End Users” refers to any authorised third parties “You” are providing information, data or access to via the “Sites”. These “Third Parties” might include practitioners, clients or contractors. It is advised that you download these terms, print them, and keep them safe for review.

1.2.

You may browse the Site without registering but in doing so you accept and agree that certain areas of the Site (for example, if you wish to download or access diagnostic tools posted on the Site from time to time) will not be available to you unless you register with the Site. You will be asked if you wish to register each time you try to access any part of the Site that requires registration. To register to the Site you will be asked to provide certain information about yourself; this is more particularly set out below.

1.3.

We, in our sole discretion, will have the right to refuse to allow you to register to the Site. We will have the right to carry out checks that we, in our sole discretion, deem appropriate to confirm your suitability for registration of the Site. We reserve the right to suspend any user’s access without reason, suspend the service, and block any IP addresses, in the interests of protecting the data held within the system and the provision of services to other users.

1.4.

When you register with the Site you will create an account (“My Account”). This account is unique to you. The “My Account” section of the Site is where you can update, correct or delete your personal information as appropriate. If you are a licensed practitioner or delivery centre you will also be able

to perform administrative functions via this “My Account” page. Should you wish to change your personal details, or wish us to cease marketing to you, you should go to “My Account” or contact support@investorsinpeople.com

1.5.

Any personal data, information about third parties or survey responses, you transmit to us by electronic mail or otherwise will be used by us in accordance with our [Privacy Policy](#) and you accept our Privacy Policy which is available for [viewing here](#). By submitting information via the site you represent and warrant that permission to access and use this information has been gained via appropriate third parties.

For example, by uploading the contact details of individuals participating in the online assessment, you confirm that you have permission to do so from the appropriate authorities and that these “End Users” have consented to these terms and our Privacy Policy. We confirm that we will handle this information in line with the terms set out in our [Privacy Policy](#).

1.6.

YOU HERBY REPRESENT AND WARRANT: (i) you have the full power and authority to enter into and perform under these Terms, (ii) your use of the Site will not infringe the copyright, trademark, right of publicity or any other legal right of any third party, and (iii) you will comply with all applicable laws and regulations in using the Site and in engaging in all other activities arising from, relating to or connected with these Terms, and (iv) where applicable, you represent to have authority to accept these terms and conditions on behalf of the organisations for which you are employed.

1.7.

In order for you to browse and/or use the Site your computer must comply with the minimum technical specifications (Two most recent versions of Internet Explorer, Chrome, Firefox and Safari). We do not accept any liability whatsoever, howsoever arising, for your inability to receive, access, play or otherwise use the Site or any content contained on the Site or available through the Site, or for any damage caused to your computer and/or associated systems, resulting from the incompatibility of your computer and/or its associated systems with the technical specifications posted on the Site.

1.8.

The Site is subject to constant change. You will not be eligible for any compensation, as any user (Including but not limited to an “End User”, Licensed Delivery Partner or Practitioner) because you cannot use any part of the Site or because of a failure, suspension or withdrawal of all or part of the Site.

1.9.

You agree to be fully responsible for (and fully indemnify us against) all claims, liability, damages, losses, costs and expenses (including legal fees) suffered by us and arising out of any breach of these Terms by you or any other liabilities arising out of your use of the Site, re-sale of services using the site, or the use by any other person accessing the Site using your computer or internet access account.

1.10.

We have the right, but not the obligation, to monitor any activity associated with the Site. We may investigate any reported violation of these Terms or complaints and take any action that we deem appropriate (which may include, but is not limited to, issuing warnings, suspending, terminating or attaching conditions to your access and/or preventing your accessing the Site). This includes explicitly any licensees operating under separate agreement with us.

REGISTRATION

2.1.

In order to access certain pages or functionality of the Site (including but not limited to using our diagnostic tools) you must first register with the Site using our online registration process. In doing so, you agree to (i) provide true, accurate, current and complete information about yourself as prompted by the Site's registration process; and (ii) maintain and promptly update that information to keep it true, accurate, current and complete.

2.2.

Upon registering you will be required to provide us with a valid email address, postal address and contact telephone numbers and a password. You will be asked to provide this email address and password once for each time you subsequently visit areas on the Site requiring registration. In addition, but in accordance with these Terms and our [Privacy Policy](#), we shall use the email address you provide us with to contact you with information about the Site, your registration and your use of the Site and its contents.

2.3.

You will also receive an account upon completing the Site's registration process. You are responsible for maintaining the confidentiality of your email address, your password and your account and are fully responsible for all activities that occur under your email address, password or account. You agree to (i) immediately notify us of any unauthorised use of your email address, password or account or any other breach of security; and (ii) ensure that you exit from your account at the end of each session. We will not be liable to you or any third party for any loss or damage arising from your failure to comply with this provision.

2.4.

We shall maintain and control ownership of all IP numbers and addresses that may be assigned to you by us and we reserve, in our sole discretion, the right to change or remove any and all such IP numbers and addresses.

2.5

If you were granted access to privileged information, as a licensed Delivery Partner or Practitioner, as part of your site registration by Investors in People or a licensed authority (a Delivery Centre) you will not access your account if your status changes. For example, if you cease to be an employee of

an organisation holding a License to deliver Investors in People, or if you cease to be a licensed Practitioner. If we believe an individual is wilfully attempting unauthorised access to privileged information only available to appointed licensees, Investors in People reserves the right to press for prosecution under criminal law, and access would constitute “hacking”.

CONDUCT AND USE OF THE SITE

3.1.

You may not use any automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Site or its content, or in any way reproduce or circumvent the navigational structure or presentation of the Site or its content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site.

3.2.

You may not attempt to gain unauthorised access to any portion or feature of the Site, or any other systems or networks connected to the Site, or to any of the services offered on or through the Site, by hacking, password “mining” or any other illegitimate means. You may not probe, scan or test the vulnerability of the Site or any network connected to the Site, nor breach the security or authentication measures on the Site or any network connected to the Site.

3.3.

You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Site, or any other customer of ours, including any account not owned by you, to its source, or exploit the Site or any service or information made available or offered by or through the Site, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Site.

3.4.

You agree not to use any device, system, software or routine to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted on the Site, or with any other person’s use of the Site.

3.5.

You shall not use the Site for any illegal or immoral purposes, and you will use it in compliance with all applicable laws and regulations. You agree not to use the Site in a way that may cause the Site to be interrupted, damaged, rendered less efficient or such that the effectiveness or functionality of the Site is in any way impaired.

3.6.

Notwithstanding any other provisions of these Terms, you shall not (i) impersonate any person or entity or misrepresent your affiliation with a person or entity; (ii) forge headers or otherwise

manipulate identifiers in order to disguise the origin of any Site user; (iii) make available, introduce into or direct to the Site any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (iv) interfere with or disrupt the Site or servers or networks connected to the Site, or disobey any requirements, procedures, policies or regulations of networks connected to the Site; (v) violate any applicable local, state, national or international law, rules or regulations; (vi) "deep link" to any portion of the Site; (vii) use any robot, spider, other automatic device, or manual process to monitor or copy our web pages or the content contained thereon or for any other unauthorized purpose without our prior express written permission; (viii) take any action that imposes an unreasonable or disproportionately large load on our infrastructure; (ix) display any of the Site in a frame (or any of our content via in-line links); (x) engage in any activity that interferes with any third party's ability to use or enjoy the Site; and/or (xi) assist any third party in engaging in any activity prohibited by these Terms.

OWNERSHIP AND PERMITTED USE OF ALL MATERIALS AND CONTENT

4.1.

The Investors in People website and all content contained on the Sites ("The Sites referring to all materials hosted on www.investorsinpeople.com and www.investorsinpeople.co.uk and associated sub-domains and similar domains) is owned exclusively by "Investors in People Community Interest Company" T/A Investors in People, its Customers or Licensees. By submitting content users consent to this condition and relinquish any claim, right to, or ownership of over materials submitted. Unless otherwise excluded, all features and content, provided free and open access or on a paid for basis, on or relating to the website, cannot be replicated or used outside of the Sites.

4.2.

This Site and the underlying computer code used by us to design, operate and maintain the Site and all content and material contained within or available on the Site provided by us is protected by rights of copyright, trademarks, service marks, patents, database rights, domain name rights, trade secrets and/or other proprietary intellectual property rights and laws throughout the world. Unless expressly authorised by us, you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from materials or content provided by us and made available on the Site.

4.3.

Submitted and hosted "Site content" includes without limitation information and other materials, survey questions, survey responses, processes, user experience journeys, raw code, assessment questions, benchmark information, trademarks, logos, designs, illustrations, icons, graphics, photography, text, data and systems architecture, as well as the selection, assembly and arrangement of the content on the site (collectively, "Site Content"),

4.4.

The Sites, in whole and in part, and all Site Content are protected by copyright, trademark, service mark, trade name and other proprietary rights, and all such rights are reserved. No Registered User, IIP Customer, Licensee, Practitioner or Anonymous User may access or use the Sites, or any portion thereof, for any purpose other than to view the Site Content and make use of the Services provided on the Sites in accordance with other licenses and agreements. Users should be aware that breach of these terms may be found to constitute material breach of Practitioner Agreements or other Licenses to deliver Investors in People services also held with Investors in People or our appointed licensees.

4.5.

Users are prohibited from:

Reproducing, publishing, using in third party systems, sending, disseminating or disclosing the Site Content, or any part thereof, to any third party, unless explicitly granted in writing by Investors in People. This restriction applies explicitly to the IIP40 survey questions in their entirety. An exception is granted to licensed Practitioners and Licensees to share the IIP9 question set.

Removing any proprietary notices, labels, trademarks or service marks on the Site or any part thereof.

4.2.

Notwithstanding the above, you may use the content and materials on the Site in the course of your normal, personal, non-commercial use of the Site.

4.3.

Copyright Complaints. We respect the intellectual property of others and we have used our reasonable endeavours to obtain the consent of the copyright owners of all content and material contained within or available on the Site for such content to be placed upon the Site and made available to Site users. If you believe that we have used your copyrighted work without such consent, please contact us so that we may remedy this at: info@investorsinpeople.com

MODIFICATION, SUSPENSION AND TERMINATION

5.1.

We reserve the right, without prejudice to any other rights and remedies available to us under these Terms or generally at law, to suspend or terminate your registration and/or use of the Site immediately upon being made aware of any breach or potential breach by you of these Terms. We further reserve the right at any time to suspend, modify or discontinue, temporarily or permanently, any portion of the Site with or without prior notice. You agree that we will not be liable to you or to any third party for any suspension, modification or discontinuance.

WARRANTIES AND LIMITATION OF LIABILITY

6.1.

YOUR USE OF THE SITE IS AT YOUR SOLE RISK. THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE NATIONAL AND INTERNATIONAL LAW. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

6.2.

We do not warrant or represent that: (i) the Site will meet your requirements, (ii) access to the Site will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the Site will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the Site will meet your expectations, or that (v) any errors in any data or software will be corrected.

6.3.

You expressly understand and agree that we shall not be liable for, and to the fullest extent permissible by applicable national and international law we hereby exclude or limit our liability in respect of, any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if we have been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the Site; (ii) unauthorised access to or alteration of your transmissions or data; (iii) statements or conduct of any third party on the Site; or (iv) any other matter relating to the Site.

6.4.

We are not responsible for the availability of any external sites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content (including misrepresentative or defamatory content) of any third party websites, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external sites or resources.

GENERAL LEGAL PROVISIONS

7.1.

We may amend these Terms from time to time, and place the new version on the Site. When we do so, we will place a notice advising that the Terms have been changed on the Site's homepage at www.investorsinpeople.co.uk or www.investorsinpeople.com which users will be forwarded to on login. Your use of the Site from the date that the amended terms are placed on the Site onwards will be governed by those new terms. By actively accepting the new terms you represent that you have reviewed, understood and passed on the changes to any "End Users" that are currently engaged with or using "site content" with your devolved authority.

7.2.

We may alter these Terms at any time and your use of the whole/any part of the Site following such change shall be deemed to be your acceptance of such change. It is your responsibility to check

regularly to determine whether the Terms have been changed. If you do not agree to any change to the Terms then you must immediately stop using the Site. We will take steps to update website users of changes to the terms and conditions, such as pushing notifications into the user account window, requiring active acceptance of these terms. We will take steps to record the user acceptance of these updated terms and conditions.

7.3.

These Terms shall supersede any and all other conditions, understandings, commitments, agreements or representations (except fraudulent misrepresentations) relating to your purchase or previous agreed usage, whether oral or in writing, and contain the entire agreement between us and you relating to your purchase or agreed usage. We advise that you print off and keep safe a copy of these terms and conditions at the appoint of acceptance. You are further advised to read (and are responsible for reading) all information on this website fully.

7.4.

If any provision(s) of these Terms are held to be invalid or unenforceable, it/they will be struck out and the other terms remain.

7.5.

These Terms are subject to the laws of England and Wales, whose courts shall be the courts of exclusive jurisdiction. If you are operating outside of the UK, trademark protections are enforced internationally, so please contact support@investorsinpeople.com for information about conditions of use specific to your region or territory.

USE OF ONLINE ASSESSMENT (SURVEY TOOL)

8.1.

The Online Assessment is a tool that falls within the scope of "site content". This tool can be used in accordance with the terms set out in this agreement by suitably authorised parties. This includes practitioners, licensees (operating under separate agreement from Investors in People "us) and clients or "end users". "Online Assessment Results" refers to the data that is output from or entered into the platform by You or your End User. "End Users" may or may not have direct access to the site, however, must be made aware of these terms and conditions and privacy policy by any "Users" or "You" uploading information relating to third party "End Users".

8.1.1.

When an "End User" makes use of the Online Assessment personal data will be handled in line with our Privacy Policy. This governs the way we process, handle and keep safe information that is uploaded and shared within the site.

8.1.2.

"You" and all your "End Users" consent to the use exclusively by Investors in People ("Us") of the Company Name, Company Size, Response Rate and associated Online Assessment Results in any published lists, benchmarking data and other publicity, including interviews, case studies and public discussions. In line with our Privacy Policy, the names, contact details and responses provided by individuals will never be shared and will always be held securely or destroyed within set timescales.

8.1.3.

“You” or your “End Users” have the right to opt-out of this public use of information by Investors in People by emailing support@investorsinpeople.com stating the name of your organisation.

MINIMUM SOFTWARE AND SYSTEM REQUIREMENTS

9.1.

in the interests of security and compatibility, the Investors in People website, systems and survey tool are tested and work with the two most recent versions of the following browsers. Make sure cookies and JavaScript are turned on for the browser. Technical support and assistance will not be provided to users on any other platforms:

Google Chrome

Mozilla Firefox

Apple Safari

Microsoft Internet Explorer

9.2.

Our preferred cross platform browser, available on Mac, Linux and Windows systems is the latest version of Mozilla Firefox. Other browsers might work with the tools available, but you might not be able to use all of the features. Documents and templates produced will work with the latest Microsoft Office suite and Libre Office (Open Source alternative) formats. Mozilla Firefox is a community supported browser and is available via the Mozilla Foundation www.mozilla.org

9.3.

INVESTORS IN PEOPLE and our appointed DELIVERY PARTNERS reserve the right to refuse to support to individuals using any other systems or browsers.