

# Learning Technology Terms of Use

It is important that you read [this Privacy Policy](#) so that you are aware of how and why we are using your personal data.

By using our site, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms of use, you must not use our site.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE.

## Terms of Use

This terms of use (together with the documents referred to in it) tells you the terms of use on which you may make use of our learning platform <https://www.my-course.co.uk/> or <http://dashboard.my-course.co.uk> (our site), whether as a guest or a registered user. Use of our site includes accessing, browsing, or registering to use our site. Please read these terms of use carefully before you start to use our site, as these will apply to your use of our site. This policy is accessible in the footer of each page.

By using our site, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms of use, you must not use our site.

## Other applicable terms

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our [Privacy Policy](#), which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate
- Our Use of the [Virtual Learning Environment and Social Media Policy](#) which sets out the permitted uses and prohibited uses of our site. When using our site, you must comply with this Use of the Virtual Learning Environment and Social Media Policy.

Our Cookie Policy, which sets out information about the cookies on our site.

If you apply for one of our courses then the Terms and Conditions will apply.

## Information about us



<https://www.my-course.co.uk/> and <http://dashboard.my-course.co.uk> are sites operated by Kaplan Open Learning (Essex) Limited (trading as University of Essex Online) a company registered in England and Wales. Our company registration number is 06245017 and our registered office is at Palace House, 3 Cathedral Street, London, SE1 9DE, United Kingdom.

We are regulated by the Office for Students in academic matters.

### **Changes to these terms**

We may revise these terms of use at any time by amending this page. Please check this page from time to time to take notice of any changes we made, as they are binding on you.

### **Changes to our site**

We may update our site from time to time, and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that our site, or any content on it, will be free from errors or omissions.

### **Accessing our site**

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our site.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

### **Your account and password**

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.



We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [support-kol@kaplan.com](mailto:support-kol@kaplan.com)

### **Intellectual property rights**

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

### **Limitation of our liability**

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.



To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our site; or
- use of or reliance on any content displayed on our site.

If you are a business user, please note that in particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

If you are a consumer user, please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity. Foreseeable means that both you and we knew it might happen.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them. Different limitations and exclusions of liability will apply to liability to you as an enrolled student, which will be set out in our Terms and Conditions.

### **Uploading content to our site**

Whenever you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site, you must comply with the content standards set out in the **Use of the Virtual Learning Environment and Social Media Policy**.



You agree that any such contribution does comply with those standards, and failure to comply with the **Use of the Virtual Learning Environment and Social Media Policy** means that you will be responsible for and may have to compensate us for any loss or damage that we suffer as a result. Any content you upload to our site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us and other users of the Site a limited licence to use, store and copy that content and to distribute and make it available to third parties. The rights you license to us are described in the next paragraph (Rights you licence).

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy. We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our site. We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the content standards set out in our **Use of the Virtual Learning Environment and Social Media Policy**.

The views expressed by other users on our site do not represent our views or values.

You are solely responsible for securing and backing up your content.

You are prohibited from uploading, posting, or sharing any content that is discriminatory, offensive, abusive, obscene, harassing, or otherwise violates applicable laws or site policies. This includes, but is not limited to, content that promotes hate speech, violence, explicit material, or content that could be considered offensive to others based on race, ethnicity, gender, sexual orientation, religion, or any other protected characteristic. We reserve the right to remove such content and take appropriate action, including temporary or permanent suspension of user accounts and disciplinary action being taken against you in accordance with the Student Code of Conduct Policy available **here**.

### **Rights you licence**

When you upload or post content to our site, you will grant us a perpetual, worldwide, non-exclusive, royalty free, transferable licence to use, reproduce, distribute, prepare derivative works from, display and perform any content you generate in connection with the services provided by our site and across different media.

### **Viruses**



We do not guarantee that our site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the

Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

### **Linking to our site**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in our **Use of the Virtual Learning Environment and Social Media Policy**.

If you wish to make any use of content on our site other than that set out above, please contact [support-kol@kaplan.com](mailto:support-kol@kaplan.com)

### **Third party links and resources in our site**



Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only.

We have no control over the contents of those sites or resources.

### **Applicable law**

If you are a consumer, please note that these terms of use, its subject matter and its formation, are governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

### **Trademarks**

“University of Essex” is registered to the University of Essex and all rights are reserved to them.

### **Contact us**

Please contact us by writing to us at [support-kol@kaplan.com](mailto:support-kol@kaplan.com) or by post to University of Essex Online, Kaplan Open Learning, Palace House, 3 Cathedral Street, London, SE1 9DE