



## DEFINITIONS

eCom Learning Solutions<sup>1</sup> is a registered trading name of eCom Scotland Limited is a company founded in 1999, registered at 18b Dickson Street, Dunfermline KY12 7SL, Fife, Scotland, and its subsidiary eCom USA Learning Solutions LLC, registered in 134 E. Clayton St, Athens, Georgia 3060, United States of America, Shall Be Referred To In This Agreement As “eCom”, “us” or “we”.

Our services , the eCom Website and the eNet<sup>2</sup> Applications both OnDemand or Customised shall be referred to in this agreement as “The eNet Service”, the “service” or the “eNet website”. “you” means you individually, and if you are representing an organisation, it also includes the organisation that you represent. eNet Applications including eNetEnterprise®, eNetAssess™, eNetBMS™, eNetLearn®, eNetAuthor®, eNetBadges™ and eNetReality™

Acceptable Use Policy Agreement shall be referred to in “this agreement”, “agreement”, “service agreement” or the “eNet agreement”. “Enrolees” referred to in this agreement are any users of the application. Each User requires a user license to accessed the service via a unique email address and secure password. “Administrator” is a User who has been appointed by the company to manage their account, by creating users and defining and modifying roles.

## 1. ACCEPTANCE OF TERMS

Everyone who uses the eCom Website and / or eNet Service – including trial versions– shall be bound by this Agreement. If you do not agree to the terms and conditions set forth, then you should not access the website or use the Service. By registering on the website or for using the service you are acknowledging you have read and understood and agree to be bound by this agreement.

## 2. PRIVACY

eCom consider privacy of data as a high priority, you always retain ownership of your content, data and information provided in context of the service, this is classed as “Client Data”. Unless explicitly permitted by you, eCom will not use, reproduce, adapt, modify, publish or distribute your Client Data for our commercial, marketing or any similar purpose. Nothing in these terms shall restrict our right to compile and use aggregated usage statistics, neither our right to disclose these aggregated statistics, as long as they do not describe or identify any individual user or client. You grant us a worldwide, royalty free, sub licensable, perpetual license to use any Client Data for the purposes of providing the service to you.

Any data received from you and processed by the service, you will remain the data controller as identified in the Data Protection Act, 2018. eCom as a Data Processor will act on your behalf and will only process personal data as per your instructions and only for the purposes of this agreement in providing the services. By accepting this agreement, you are giving eCom instruction to process data on your behalf. eCom will secure the personal data and will not disclose any personal data to any third party without your prior signed approval, except in the case where personal data needs to be disclosed to a competent public authority to comply with legal obligations in case of suspected crime, where we will immediately notify you of the requirement. We will respect and maintain the confidentiality and security of such personal data. All data will be held in the UK, EU or Canada where the same legislation applies.

We will promptly inform you, if we detect or reasonably suspect that a data security incident has occurred which involves but not limited to unauthorised disclosure, unauthorised access, misuse, loss, theft or accidental or unlawful destruction of personal data we process on your behalf. In case of such an incident we will take adequate remedial measure as soon as possible. We will fully cooperate with you to develop and execute a response plan to address the data security incident. We will cooperate with you to resolve within a reasonable period of time any requests from

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<sup>2</sup> eNet is a registered trademark of eCom Scotland Limited



individuals to exercise their data subject rights as foreseen by the applicable law, including but not limited to requests to correct, delete or block their personal data.

Please refer to our Data Protection Policy for more information.

<https://www.ecomlearningsolutions.com/data-protection-policy/>

### Use of Cookies

eCom website and eNet Applications use cookies to support users to retain logins and passwords.

We also use cookies to help us to improve the performance of our website to provide you with a better user experience. All information collected by Cookies is classed as private information and is subject to the terms in this privacy policy.

Please refer to our cookie policy. <https://www.ecomlearningsolutions.com/cookies-policy/>

### Acceptable Use

All access to using data on eCom's websites and applications are subject to our Acceptable Use Policy (AUP), and any users providing and managing data to our services are deemed to accept this AUP

policy. <https://www.ecomlearningsolutions.com/acceptable-use-policy/>

## 3. DATA SECURITY

In consideration of your use of the Service, you agree to: (i) provide true, accurate, current and complete information about yourself and/or your organisation, and (ii) maintain and promptly update during the term of this Agreement your personal/organisational information to keep it true, accurate, current and complete. If eCom has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, you agree that eCom may suspend and/or terminate your or your organisation's account. Upon completion of the registration process, we will send an automatically generated password to the email address you provided. You are responsible for maintaining the confidentiality of the password and of controlling access to your account. You are fully responsible for all activities that occur under your password or with respect to your account. You must ensure that all uses of your account and password comply with this Agreement. Your password and account may not be shared, and you may not permit any other person to use them, other than an authorised eCom representative.

eCom is Cyber Essentials Plus approved.

eCom is Cyber Assurance Level 1 approved.

Further information on our Cyber Security & GDPR Policies are available on request.

Please send any complaints or questions by email to:

The Information Controller [connect@ecomlearningsolutions.com](mailto:connect@ecomlearningsolutions.com)

Or by post mail to 18B Dickson Street, Dunfermline, Fife. KY12 7SL.

eCom Scotland Ltd UK company registration is 201497

eCom is registered as a data controller and bureau with the ICO - DP Z4812884