TERMS & CONDITIONS OF SUPPLY

THE FOLLOWING, WHEN ACCEPTED BY YOU (WHETHER AS AN INDIVIDUAL, OR IF APPLICABLE, ACTING
AS THE REPRESENTATIVE OF A COMPANY, CORPORATION OR OTHER ENTITY) SHALL CONSTITUTE
YOUR AGREEMENT TO THE TERMS AND CONDITIONS SET OUT BELOW. PLEASE READ THIS AGREEMENT
CAREFULLY. BY SIGNING UP AND ACCESSING THE SERVICE, YOU AGREE TO BE BOUND BY THE TERMS AND
CONDITIONS. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MAY NOT SIGN
UP OR USE THE SERVICE.

DEFINITIONS

eCom Scotland Limited, a company founded in 1999, registered in Scotland 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 and the eNet 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 include eNetEnterprise®, eNetAssess™, eNetTMS™, eNetLearn®, eNetAuthor®,
eNetBadges™ and eNetAssess360™

“Administrator” is a User who has been appointed by the company to manage their account, by creating
users, defining and modifying roles.

“Cookie” is a small amount of data, which often includes a unique identifier that is sent to the web
browser on your computer, tablet or mobile phone (all referred to here as a “device”) from a website’s
computer and is stored on your device’s hard drive.

1. ACCEPTANCE OF TERMS

Everyone who uses the Service – including trial versions of the Service – shall be bound by this
Agreement. If you do not agree to the terms and conditions set forth, then you should not access or use
the Service. By registering for the service you are acknowledging you have read and understood and
agree to be bound by this agreement.
2. GENERAL INFORMATION

eCom uses “Cookies” to improve the website experience and to support users by remembering logins and passwords.

There are a number of different “Cookies” that eCom applies.

Each website can send its own cookie to your web browser if your browser’s preferences allow it. This is done whenever a user visits the website in order to track online traffic flows. eCom uses similar technologies within particular emails to understand whether the email has been read or if any links have been clicked. If you continue without changing your settings, eCom will assume that you are happy to receive all cookies on the website. However, you can change your cookie settings at any time.

eCom website cookies record information about your online preferences and allow us to tailor our websites to your interests.

Information supplied by cookies helps eCom to understand the profile of its visitors to provide them with a better user experience. It also helps recognise when you are signed in to your eCom or eNet account to provide a more personalised experience.

To support our content, we sometimes embed content from social media and other third party websites. These may include YouTube, Twitter, Facebook, Instagram, Pinterest, Flickr etc. As a result, when you visit a page containing such content, you may be presented with cookies from these websites and these third party cookies may track your use of the eCom website. eCom does not control the dissemination of these cookies and you should check the relevant third party’s website for more information. If you continue without changing your settings, we’ll assume that you are happy to receive all cookies on the website.

It is important to note that if you change your settings and block certain cookies, you will not be able to take full advantage of some features of eCom services and we might not be able to provide some features you have previously chosen to receive.

We do not use any of the specific information collected by cookies, nor do we disclose the information to third parties, except where required by law (for example to government bodies and law enforcement agencies). We do use the aggregate data for statistical reasons and only where no individual can be recognised. By continuing to access our site, you are consenting to our use of cookies.

However, if you do wish to disable our cookies then we would recommend that you change your cookie settings via your browser; your browser help function will tell you how. Alternatively, you may wish to visit www.allaboutcookies.org, which contains comprehensive information on how to do this on a wide variety of desktop browsers.

If you have any concerns about the way that we use cookies or respect your settings, then please contact us at info@ecomscotland.com