

These Terms and Conditions incorporate both the Terms and Conditions of Online Courses and the Terms and Conditions of Website Use and which are subject to any Additional Online Terms and Conditions (if any) (together, the “Online Terms”), apply to the sale of any Online Course and the use of the BowTieLearning website.

Please read the Online Terms carefully before purchasing an Online Course and print off a copy for your records. By ordering an Online Course, you are confirming your agreement to be bound by the Online Terms. In addition, please read the Terms and Conditions of Website Use before using our Website.

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Terms and Conditions Website Use

BowTieLearning Website

Please read these Terms and Conditions carefully, as it governs how you use our Website.

If you do not agree to this Terms and Conditions, please do not use the BowTieLearning Ltd. Website.

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1. ONLINE COURSE PROVIDER

1.1 The Online Courses are provided by BowTieLearning Ltd. Limited (hereinafter referred to as “BowTieLearning Ltd.”, “we” or “us”), a company incorporated in Ireland with company number 601692 and with its registered office at 35 Meadow Close, Rathfarnham, Dublin D16 HN27, Ireland.

www.bowtielearning.com is operated by BowTieLearning Ltd.

1.2 We will use our reasonable endeavours to provide the Online Courses advertised by BowTieLearning Ltd.

1.3 We will provide the Online Courses using reasonable care and skill

1.4 We may appoint independent sub-contractors to assist in providing Online Courses or use third parties to arrange or supply certain aspects of, or services in connection with, our Online Courses. You agree that our obligation to you is to use reasonable care in selecting competent, independent sub-contractors and third-party suppliers to provide reasonable services related to the Online Courses. You agree that BowTieLearning Ltd. is not responsible for the actions or omissions of such sub-contractors or third-party suppliers.

2. DEFINITIONS

2.1 Capitalised terms used herein (and not otherwise defined) have the following meanings:
“Additional Study Materials” means any Online Study Materials or Physical Study Materials not included in the Course Fee.

“Additional Online Terms and Conditions” means any additional terms and conditions relating to an Online Course agreed in writing by BowTieLearning Ltd. with a particular student.

“Brochure” means any online or hard copy material produced by BowTieLearning Ltd. Ltd that provides detailed information with respect to the Online Courses.

“Course Fee” means the fee payable for an Online Course but excludes any delivery charges payable in relation to the delivery of Course Materials, if applicable, and any import duties, taxes and customs clearances which may be payable.

“Course Materials” means the materials provided by BowTieLearning Ltd. in the course of the delivery of any Online Course, which may be

- (i) Online Study Materials and/or
- (ii) Physical Study Materials.

“On Demand Online Course” means an online course which does not have a predetermined start date and is available for study by you immediately following delivery by BowTieLearning Ltd.

“Online Course” means either an On Demand Online Course or a Scheduled Online Course provided by BowTieLearning Ltd.

“Online Study Materials” means any material in an electronic format which may be

- (i) downloaded from the Websites or
- (ii) accessed and viewed on the Websites, including, but not limited to, PDFs, MP3s, JPEGs, MPEG4s and MOVs.

“Physical Study Materials” means any material in a physical format, including, but not limited to, DVDs, CD Rom, Blu-ray, and Audio CDs.

“Scheduled Online Course” means an online course which is only available for access by you on a predetermined start date.

“Terms and Conditions of Use” means the terms and conditions pursuant to which you may access the Website and which can be found here.

“Website” means www.BowTieLearning Ltd..com or any other domain operated by BowTieLearning Ltd.

“Partner Website” means the websites run by our partners. and

“you” means the individual purchasing the Online Course

2.2 The use of singular words herein also includes the plural.

3. PURCHASING AND CONFIRMATION

3.1 In order to purchase an Online Course you must provide the required information and pay the amount specified. You must ensure that all information provided is complete and accurate.

3.2 When you place an order for an Online Course, you are offering to purchase that Online Course on the Online Terms.

3.3 A legally binding agreement shall only come into existence once:

(a) BowTieLearning Ltd. has accepted your offer to purchase an Online Course by sending you an order confirmation email which will provide you with a link to access the Online Course, along with log on details (if applicable) and

(b) BowTieLearning Ltd. has received from you (or on your behalf) the entire Course Fee in cleared funds for the Online Course with a one-off lump-sum payment in accordance with Clause 4.3.

3.4 The Online Terms, together with your order confirmation email, constitute the entire agreement between us (the “Contract”) and supersedes and replaces any other terms and conditions previously published by us and any other understanding, undertaking, representation, warranty, arrangement, promise or statement of any nature whatsoever made by us to you, whether oral, written or otherwise, relating to the subject matter of the Online Terms. You acknowledge that you have not relied on any understanding, undertaking, representation, warranty, arrangement, promise or statement made or given by us or on our behalf, which is not set out in the Contract.

3.5 You must check the details on the order confirmation email when you receive it. If there are any errors, please contact us immediately at info@BowTieLearningLtd.com

3.6 Where your order consists of multiple Online Courses, each individual Online Course will be treated by BowTieLearning Ltd. as a separate offer to purchase. Acceptance of your offer to purchase one or more of the Online Courses will not be an acceptance by BowTieLearning Ltd. of your offer to purchase any other Online Courses which make up your order.

3.7 We reserve the right, in our sole and absolute discretion and without the need to give a reason, to refuse to accept an offer to purchase one or more Online Courses. In such circumstances, no contract will arise, and we will return any payment.

3.8 Before a Contract comes into existence between you and us, we reserve the right to increase or decrease the advertised Course Fee for an Online Course and/or to amend any of the information contained in the Online Course description. We also reserve the

right to withdraw at any time Online Courses advertised for sale on the Website and/or in any Brochure.

4. PAYMENT

- 4.1** The Course Fee for any Online Course at any given time and any additional delivery charges payable in relation to the delivery of Course Materials, if applicable, will be displayed on the Website, Partner Website and/or in a Brochure
- 4.2** All amounts are payable in US Dollar and/or the local currency (subject to availability). Any currency conversion costs or other charges incurred in making a payment shall be borne by you, and shall not be deductible from the amounts due to BowTieLearning Ltd.
- 4.3** Unless otherwise specified in respect of a particular Online Course, the Course Fee is payable with a one-off lump-sum payment at least 3 working days before the course start date.
- 4.4** The option of paying the Course Fee in instalments is offered subject to availability. Acceptance of your offer to purchase the Online Course and pay the Course Fee by instalments is at the sole discretion of BowTieLearning Ltd.. BowTieLearning Ltd. may withdraw the option of paying the Course Fee in instalments at any time in its sole discretion. Any such withdrawal shall not affect customers who have already purchased an Online Course and are paying the Course Fee in instalments at the date of such withdrawal.
- 4.5** The total amount paid for any Online Course may differ depending on whether the Course Fee is paid for with a one-off lump sum payment or in instalments, subject to availability.
- 4.6** Where the Course Fee is paid for with a one-off lump sum payment, payments will be accepted by:
 - (i) PayPal.
 - (ii) Credit card.
- 4.7** In the unlikely event that your purchase was accepted at a time when the amount of the Course Fee displayed on the Website and/or in any Brochure is incorrect, BowTieLearning Ltd. will notify you as soon as it reasonably can. If the correct amount of the Course Fee is higher than the amount displayed on the Website and/or in any Brochure, then BowTieLearning Ltd. will contact you to notify you of the correct Course Fee, so you can decide whether or not you wish to continue with your order of the Online Course at the increased Course Fee. If you decide that you would like to cancel your order, BowTieLearning Ltd. will give you a full refund in respect of any amount you have already paid. If the correct Course Fee is lower, BowTieLearning Ltd. will refund you the difference between the amount which you have paid and the correct Course Fee payable.

5. CANCELLATION & DEFERRAL

- 5.1** Subject to Clause 5.6, under the Consumer Protection (Distance Selling) Regulations 2000 (“Distance Selling Regulations”) you may cancel your purchase of an Online Course within a period of 7 working days beginning on the day on which the Contract is concluded with you as notified by the order confirmation email from BowTieLearning Ltd.
- 5.2** In addition to your rights under the Distance Selling Regulations, subject to Clauses 5.6 and 5.8, BowTieLearning Ltd. reserves the rights to
- (a) Cancel the course prior to the course start date.
 - (b) Defer the start date of your Online Course or change to another Online Course prior to the relevant start date, subject to availability on your chosen Online Course .
- 5.3** BowTieLearning Ltd. reserves the rights to cancel any Online Course at any time prior to its scheduled termination date.
- 5.4** If you or BowTieLearning Ltd. cancel an Online Course in accordance with Clauses 5.1, 5.2 (a) (as relevant), BowTieLearning Ltd. will refund the relevant portion of the Course Fee to you via your original method of payment (less the relevant delivery charges and payment service provider charges as set out Clause 5.5 below) within 30 days of receiving your notice of cancellation/giving notice to you of such cancellation , subject to 3rd party payment service provider’s refund processing speed.
- 5.5** If you cancel an Online Course within a period of 7 working days in accordance with Clause 5.1, BowTieLearning Ltd. will deduct from any refund of your Course Fee the cost of any delivery charges currency exchange fees, and payment service provider charges paid by BowTieLearning Ltd. in relation to the return of any Physical Study Materials, if applicable, by you to BowTieLearning Ltd.. If you cancel an Online Course in accordance with Clause 5.2, BowTieLearning Ltd. will deduct from any refund of your Course Fee the cost of all applicable delivery charges, including delivery charges paid to deliver the Physical Study Materials to you and currency exchange fees.
- 5.6** You may cancel or defer your order pursuant to Clauses 5.1 or 5.2 by online form or via email, using the contact details that are set out at the end of the Online Terms. Notice will be deemed to be given in accordance with the time period set out in Clause 18.8.
- 5.7** If Physical Study Materials accompany your Online Course and these have been dispatched to you prior to you cancelling your place on the Online Course then you must return them to BowTieLearning Ltd. at the address set out in Clause 19 in a reasonable and resalable condition (for audio, video or software products this means in the sealed package in which they were delivered). Any Physical Study Materials returned to BowTieLearning Ltd. will be at your own risk. You must obtain proof of postage, which you may be required to produce in the event of any query. You will be responsible for payment of any delivery charges incurred in returning the Physical Study Materials to BowTieLearning Ltd.
- 5.8** BowTieLearning Ltd. reserves the right to withhold payment of part or all of your Course Fee refund until all Physical Study Materials have been returned to BowTieLearning Ltd.

in accordance with Clause 5.7 or if the Physical Study Materials are not returned in a re-saleable condition. Please note that audio, video or software products cannot be returned if you have removed them from the sealed package in which they were delivered. BowTieLearning Ltd. will deduct from any refund of part of all of your Course Fee the retail price of any Physical Study Materials which cannot be returned or which are not returned in a re-saleable condition.

- 5.9** If Physical Study Materials accompany your Online Course and these have been dispatched to you prior to you deferring your place on the Online Course, BowTieLearning Ltd. will be under no obligation to provide you with any revised or updated Physical Study Materials relating to your deferred Online Course and any additional Physical Study Materials required by you will need to be purchased by you prior to commencing your deferred Online Course.
- 5.10** Full course fee must be received at least 3 working days before the course start date. You will not be entitled to any refund if you cancel your order after 7 working days beginning on the day on which the Contract is concluded with you as notified by the order confirmation email from BowTieLearning Ltd.

After this period and before the course start date, subject to BowTieLearning Ltd.'s discretionary, you may apply for a one-time deferral of the same course. Your statutory rights in the event of receiving faulty goods are not affected

6. PHYSICAL STUDY MATERIALS (IF APPLICABLE)

- 6.1** Where Physical Study Materials accompany the Online Course and they are supplied by BowTieLearning Ltd., a delivery charge may be payable by you to BowTieLearning Ltd. The details of any delivery charges will be set out on the Website and/or in any relevant Brochure and/or will be notified to you by a BowTieLearning Ltd. customer services representative. BowTieLearning Ltd. will post the Physical Study Materials to the person and address you give BowTieLearning Ltd. at the time you make your order.
- 6.2** When Physical Study Materials are sent to you outside of Ireland, you may be subject to import duties and taxes, which are levied once the goods reach the specified destination. Any additional charges for customs clearance must be borne by you. BowTieLearning Ltd. has no control over these charges and cannot predict what they may be. Customs policies vary widely from country to country, so you should contact your local customs office for further information. Additionally, please note that when you order goods (including Physical Study Materials) from BowTieLearning Ltd., you are considered the importer of record and must comply with all laws and regulations of the country in which you are receiving the goods.
- 6.3** Risk of damage to, or loss of, any Physical Study Materials shall pass from BowTieLearning Ltd. to you on delivery. Ownership of the Physical Study Materials will pass to you on the later of receipt of payment by BowTieLearning Ltd. in full of all sums due to BowTieLearning Ltd. in respect of the Physical Study Materials, and, delivery of the Physical Study Materials to you.

- 6.4** BowTieLearning Ltd. must be notified of any queries, complaints or incomplete or incorrect deliveries within 14 days of you receiving the Physical Study Materials. If you do not notify BowTieLearning Ltd. within this time period, BowTieLearning Ltd. will not be obliged to correct your order and will not be responsible for any loss or damage suffered by you as a result.

7. ADDITIONAL STUDY MATERIALS (IF APPLICABLE)

- 7.1** Additional Study Materials may be available as an add-on to an Online Course. A charge may be payable for such Additional Study Materials (as set out in the information relating to the Additional Study Materials) and the delivery of such Additional Study Materials to you.
- 7.2** Any payment for Additional Study Materials (if applicable) and any delivery charges payable in relation to the delivery of Additional Study Materials, if applicable, will be accepted by the same methods as set out in Clause 4.6 above

8. ONLINE COURSE CONTENT AND ACCESS TERMS

- 8.1** The description of the Online Course on the Website and/or in any relevant Brochure and/or Partner Websites will set out details of the contents of the available Online Courses.
- 8.2** Except as set out in the description of the Online Course on the Website and/or in any relevant Brochure and/or Partner Website, no additional Course Materials and/or tuition (either online, face to face or classroom) will be provided by BowTieLearning Ltd.
- 8.3** Upon receipt of an order confirmation email from BowTieLearning Ltd. you will be notified of when you will have access to the Online Course purchased and for the length of time such access will be made available to you, unless any such Online Course is removed.
- 8.4** The receipt of an Online Course is personal to you and, unless otherwise agreed by BowTieLearning Ltd. pursuant to Additional Terms and Conditions, you may not share or transfer your rights to access the Online Course or provide an Online Course to any other person.
- 8.5** You may incur charges to your internet service provider while you are accessing and/or downloading the Course Materials. Charges may also be payable to third parties for use of the software necessary to access and/or download the Course Materials. You are responsible for paying any such charges.
- 8.6** You acknowledge that BowTieLearning Ltd. operates a zero-tolerance policy in relation to inappropriate behaviour of students. In particular, abusive or violent behaviour directed at BowTieLearning Ltd.'s staff or other students and unfair or dishonest practices will not be tolerated under any circumstances. BowTieLearning Ltd. may, in its reasonable discretion and without liability or an obligation to refund any Course Fee,

refuse to supply any Online Course to any student who engages in inappropriate behaviour.

9. MODIFICATIONS TO ONLINE COURSES OR TECHNOLOGY ENHANCEMENTS

- 9.1** From time to time, BowTieLearning Ltd. may make modifications or enhancements to the Online Courses. You will have access to such changes free of charge only to the extent that such changes relate to the Online Course purchased by you.
- 9.2** Purchase of a current Online Course does not entitle you to have access to future revised Online Courses as part of the original purchase.

10. TECHNICAL SUPPORT AND ACCESS

- 10.1** If you are unable to access an Online Course, BowTieLearning Ltd. will use reasonable endeavours to provide a solution where BowTieLearning Ltd. has direct control over the system, software or settings involved. If the issue lies with your hardware, systems, software or settings thereof, BowTieLearning Ltd. may, in its discretion, provide assistance to you to help you resolve the issue but we cannot guarantee that any assistance provided will resolve your issue.
- 10.2** You accept and acknowledge that periods of downtime may be required in respect of the information technology infrastructure connected to the Website and that technical assistance may not be available during such periods of downtime. Further you accept that you will not have a claim for breach of contract or otherwise in respect of such period of unavailability.
- 10.3** BowTieLearning Ltd. will use reasonable endeavours to make the Online Course available but cannot guarantee uninterrupted, timely or error free availability or that defects will be corrected. BowTieLearning Ltd. reserves the right to suspend access to the Website for the purpose of scheduled or emergency maintenance, repairs or upgrades to improve the performance or functionality of the Website.
- 10.4** You also accept and acknowledge that BowTieLearning Ltd. cannot be held responsible for any delay or disruptions to your access to the Online Course as a result of such suspension or any of the following:
- (a)** the operation of the internet and the world wide web, including but not limited to viruses.
 - (b)** any firewall restrictions that have been placed on your network or the computer you are using to access the Online Courses.
 - (c)** failures of telecommunications links and equipment or
 - (d)** updated browser issues

11. WARRANTIES

- 11.1** BowTieLearning Ltd. will provide the Course Materials in accordance with the Online Course description, which is set out on the Website and/or in any relevant Brochure.
- 11.2** BowTieLearning Ltd. expects you to take reasonable care to verify that the Online Course and Course Materials in question will meet your needs. BowTieLearning Ltd. does not make any commitment to you that you will obtain any particular result from your use of the Online Course or Course Materials or that you will obtain any particular qualification on completion of the Online Course (unless otherwise stated on the Website and/or in any relevant Brochure).
- 11.3** BowTieLearning Ltd. does not make any representation, guarantee or commitment to you that the Online Course or Course Materials will be error free.
- 11.4** BowTieLearning Ltd. does not make any commitment that the Online Course or Course Materials will be compatible with or operate with your software or hardware.
- 11.5** All representations, warranties and/or terms and/or commitments not expressly set out in the Online Terms (whether implied by law, conduct, statute or otherwise) are hereby excluded to the maximum extent permissible at law.

12. LIMITATION OF LIABILITY

- 12.1** The exclusions and limitations of liability contained in the Online Terms do not apply to a party's liability:
- (i) for fraud or wilful default.
 - (ii) for death or personal injury caused by its negligence. or
 - (iii) where such limitation or exclusion cannot lawfully be excluded.
- 12.2** Except as set out in the Online Terms, BowTieLearning Ltd. shall not be responsible for losses that result from its failure to comply with the Online Terms including, but not limited to, losses that fall into the following categories:
- (a) indirect or consequential losses.
 - (b) loss of income or revenue.
 - (c) loss of business.
 - (d) loss of anticipated savings or
 - (e) loss or corruption of data
- 12.3** BowTieLearning Ltd. is not responsible to you for any data that you lose either (a) as a result of accessing the Online Course or the Online Study Materials. or (b) during completion of any Online Course via the Website. It is your responsibility to ensure that you regularly save and back up (i) all data which you hold on the computer from which you are accessing the Online Course and the Online Study Materials. and (ii) all data that you are inputting when completing the Online Course

- 12.4** Save as otherwise set out in this section “Limitation of liability”, BowTieLearning Ltd.’s maximum aggregate liability to you for any claims that you may have against BowTieLearning Ltd. for direct loss in contract, tort or otherwise arising out of or in connection with the Online Terms, the Online Course, your use of the Course Materials and any technical support shall be limited to the amount of the Course Fee which has been paid, or is payable, by you.
- 12.5** BowTieLearning Ltd. will not be held responsible for any delay or failure to comply with its obligations under the Online Terms if the delay or failure arises from any cause which is beyond BowTieLearning Ltd.’s reasonable control. This condition does not affect your statutory rights.
- 12.6** Each provision in this Clause 12 shall be construed separately as between you and BowTieLearning Ltd. If any part is held to be unreasonable, inapplicable, or unenforceable, but would be valid if some part thereof was deleted such provision shall apply but with such modification as may be necessary to make it valid and effective.

13. DISCLAIMER

The Online Courses are for training purposes only. BowTieLearning Ltd. will not accept any responsibility to any party for the use of the Online Course or Course Materials for any purpose other than training for educational purposes, including but not limited to, the giving of advice by you to any third party.

14. INTELLECTUAL PROPERTY

- 14.1** At all times, BowTieLearning Ltd. and/or its licensors, remain the owner of the intellectual property in the Online Courses and the Course Materials. Other than as specified below, no Online Course and/or Course Materials, nor any part of it may be reproduced, stored in a retrieval system or transmitted in any form or by any means without the prior written permission of BowTieLearning Ltd.
- 14.2** In consideration of receipt by BowTieLearning Ltd. of the entire Course Fee (if you have chosen to pay for the Online Course with a one-off lump sum payment) or the first instalment of the Course Fee (if you have chosen to pay for the Online Course in instalments), BowTieLearning Ltd. grants to you a non-exclusive, non-transferable licence to access the Online Course and use the Course Materials content for the sole purpose of studying for the Online Course. For Online Study Materials, the licence granted is to use the Online Study Materials by an individual student only.
- 14.3** Save as expressly set out in the Online Terms or as otherwise agreed by BowTieLearning Ltd. pursuant to Additional Online Terms and Conditions, you may not modify, copy, reproduce, re-publish, sub-licence, sell, upload, broadcast, post, transmit, make available, disseminate or distribute in any way the Online Course or any of the Course

Materials. You may not modify, adapt, merge, translate, disassemble, decompile, recompile or reverse engineer any software forming part of the Online Study Materials or create derivative works based on the whole of or any part, or which incorporate, the Online Study Materials into any software program. Access to the Online Course and use of the Course Materials not expressly permitted in the Online Terms is strictly prohibited and will constitute an infringement of either BowTie Learning Ltd.'s copyright or BowTie Learning Ltd.'s other intellectual property rights, and/or the copyright or other intellectual property rights of BowTie Learning Ltd.'s licensors.

15. DATA PROTECTION

- 15.1** BowTie Learning Ltd. will process the information it receives from you or otherwise holds about you in accordance with the Online Terms and its privacy policy. You consent to the use by BowTie Learning Ltd. of such information in accordance with BowTie Learning Ltd.'s privacy policy.
- 15.2** In the event that you do not wish to receive marketing correspondence from BowTie Learning Ltd., a written request or email should be sent to the contact details set out in Clause 19

16. CHANGES BY US

- 16.1** An Online Course description constitutes only an indication of what the Online Course is planned to accomplish. The Online Course description does not form part of the Contract between you and us. We will use our reasonable endeavours to provide an Online Course as described.

17. INCONSISTENCY OF TERMS

- 17.1** If there is any conflict between these Terms and Conditions of Online Courses, any applicable Additional Online Terms and Conditions and the Terms and Conditions of Website Use, the conflict shall be resolved according to the following order of priority.
- (1) the Additional Online Terms and Conditions.
 - (2) the Terms and Conditions of Online Courses and
 - (3) the Terms and Conditions of Website Use.

18. GENERAL

- 18.1** BowTieLearning Ltd. reserves the right to recover any reasonable debt collection costs in connection with the Online Terms.
- 18.2** BowTieLearning Ltd. may update or amend the Online Terms from time to time to comply with law or to meet its changing business requirements or to correct any errors without notice to you. Any updates or amendments will be posted on the Website.
- 18.3** You may not assign or sub-contract any of your rights or obligations under the Online Terms to any third party unless agreed to by BowTieLearning Ltd. pursuant to Additional Online Terms and Conditions.
- 18.4** BowTieLearning Ltd. may assign, transfer or sub-contract any of its rights or obligations under the Online Terms to any third party at its discretion.
- 18.5** No failure or delay by BowTieLearning Ltd. in exercising any right or remedy under the Online Terms shall operate as waiver of that right or remedy or shall affect its ability to subsequently exercise that right or remedy. Any waiver must be agreed by BowTieLearning Ltd. in writing.
- 18.6** If any of the Online Terms are found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the rest of the Online Terms shall remain in full force and effect.
- 18.7** Any notices required to be served on you by BowTieLearning Ltd. under the Online Terms will be deemed properly served if emailed or posted to the email address or address notified by you to BowTieLearning Ltd., respectively. Any notices required to be served on BowTieLearning Ltd. by you will be deemed properly served if sent by email or post to the address set out in Clause 19.
- 18.8** A notice sent by online form or email is deemed to be given on the day it was sent.
- 18.9** The Contract between you and BowTieLearning Ltd. will be concluded in English only.
- 18.10** The Contract between you and BowTieLearning Ltd. is not intended to be for the benefit of any third party, and shall not be exercised by any other person under the Contract (Rights of Third Parties) Act 1999 or otherwise.
- 18.11** The Online Terms, and any other matters arising out of or in relation to the Online Terms, are governed by and construed in accordance with the laws of England. You agree to submit to the exclusive jurisdiction of the English courts to settle any disputes which may arise out of or in connection with the Online Terms.

19. CONTACT US

We can be contacted by email at info@bowtielearning.com.

You can also reach out to us through postal mail at:

BowTieLearning Ltd.
35 Meadow Close
Rathfarnham
Dublin D16 HN27
Ireland

BowTie Learning Website

Please read these Terms and Conditions carefully, as it governs how you use our Website

If you do not agree to this Privacy Policy, please do not use the BowTie Learning Ltd. Website.

1. ACCEPTANCE OF TERMS

- 1.1. Your access to and use of www.bowtielearning.com (“our Website”) is subject to these terms, conditions and disclaimers (the “Terms of Use”) and the Privacy Policy. Please read these Terms of Use carefully before you start to use our Website. By using our Website you accept the Terms of Use in full and agree to abide by them. If you do not accept these Terms of Use or any part of them you must not use our Website.
- 1.2. You must be at least 18 years of age to use our Website or, if you are under 18 years of age, have the permission of your parent or guardian to use our Website. By using our Website you warrant and represent that you are at least 18 years of age or otherwise have the permission of your parent or guardian to use our Website.

2. ABOUT US

www.bowtielearning.com is a Website operated by BowTie Learning Ltd. We are a limited liability company registered in Ireland under company registration number 601692. Our registered address is at 35 Meadow Close, Rathfarnham, Dublin 16, Ireland. You can contact us by email at info@bowtielearning.com

3. ACCESSING OUR WEBSITE

- 3.1. Access to our Website is permitted on a temporary basis, and we reserve the right to suspend, withdraw or amend the contents of our Website (in whole or in part) or any services provided via our Website or advertised on our Website without notice and without the need to give reason
- 3.2. We will not be liable if for any reason our Website is unavailable at any time or for any period
- 3.3. From time to time, we may restrict access to some parts of our Website, or the entire Website, to users who have registered with us
- 3.4. If you choose, or you are provided with, a user identification code, password or any other piece of information to access restricted areas of our Website, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code, password or other piece of information, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms of Use. We may also disable your identification code, password or other piece of information in our sole discretion without notice or explanation
- 3.5. You are responsible for making all arrangements necessary for you to have access to our Website.

- 3.6.** You must ensure that all persons who access our Website through your internet connection are aware of these Terms of Use and that they comply with them.

4. INTELLECTUAL PROPERTY AND LICENCE TO USE

- 4.1.** All copyright, trademarks and all other intellectual property rights in our Website and its content (including, without limitation, our Website design, brands, logos, text, artwork, photographs, images, audio material, video material, audio-visual material, graphics and all software and source codes connected with our Website) are owned by or licensed to BowTieLearning Ltd. or otherwise used by BowTieLearning Ltd. as permitted by law.

Other than the rights of use set out below, all such rights in respect of our intellectual property are reserved.

- 4.2.** You may view, print and download material from our Website for your own personal, non-commercial use, subject to the restrictions set out below and elsewhere in these Terms of Use
- 4.3.** Unless otherwise agreed by us in writing, you must not:
- (a) Republish material from our Website or reproduce any part of our Website (including republication or reproduction on another website).
 - (b) Sell, rent or sub-license material from our Website.
 - (c) Show any material from our Website in public.
 - (d) Use any part of the materials on our Website for a commercial purpose.
 - (e) Edit or otherwise modify any material on our Website.
 - (f) Redistribute material from our Website.
 - (g) Frame the content of our Website or use any similar technology in relation to the content of our Website (i.e. make it look like it is still on your Website) or
 - (h) 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.
- 4.4.** In using any material from our Website (as permitted in these Terms of Use), our status (and that of any identified contributors) as the authors of the material on our Website must always be acknowledged
- 4.5.** Nothing contained on our Website should be construed as granting, by implication, or otherwise, any license or right to use any logos, brand identities and other trademarks and service marks (collectively, the “Marks”) that are the property of, or are licensed to, BowTieLearning Ltd. Limited and displayed on our Website without written permission of BowTieLearning Ltd. Limited or any third party that may own a Mark displayed on our Website.
- 4.6.** If you wish to make any use of material on our Website other than that set out above, please address your request to info@bowtielearning.com

- 4.7.** We take the protection of our intellectual property very seriously. If we discover that you have used our copyright materials, trademarks and/or other intellectual property rights in contravention of the permitted uses set out in these Terms of Use, we may pursue action against you or bring legal proceedings against you seeking monetary damages and an injunction to stop you using those materials. You could also be ordered to pay legal costs

5. PROHIBITED USES

- 5.1.** You must not use our Website:

- (a) In any way that causes, or may cause, damage to our Website or impairment of the availability or accessibility of our Website or which is otherwise harmful in nature including, without limitation, transmitting, storing, hosting, sending, uploading, using, publishing or distributing any material that contains (or is linked to) spyware, adware, computer viruses, Trojan horses, worms, time-bombs, keystroke logger, root kit, corrupted data, or other potentially harmful or malicious software or data.
- (b) In any way which is, or may be, or which encourages conduct that is or may be, unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- (c) To transmit or send unsolicited or unauthorised commercial communications (including, without limitation, any advertising, marketing or promotional material) and/or links to such communications.
- (d) To conduct any systematic or automated data collection activities (including without limitation, scraping, data mining, data extraction and data harvesting) on or in relation to our Website unless you have received our express written consent

6. USER GENERATED MATERIAL

- 6.1.** In these Terms of Use, user generated material means material (including, without limitation, text, images, artwork, graphics, photographs, audio material, video material and audio-visual material) that you submit to our Website, for whatever purpose
- 6.2.** Any submissions you make to our Website must:
- (a) Be accurate (where they state facts).
 - (b) Be genuinely held (where they state opinions) and
 - (c) Comply with applicable law in Ireland and in any country from which they are submitted
- 6.3.** Submissions must not contain any material that is discriminatory; obscene, offensive, hateful or inflammatory; pornographic; defamatory; liable to incite racial hatred; promotes violence; in breach of confidentiality or privacy; which may cause annoyance, inconvenience or needless anxiety or embarrassment to others; fraudulent; to impersonate any person, or to misrepresent your identity or affiliation with any person

or company; likely to deceive any person; give the impression that it emanates from us, if this is not the case; or which encourages or constitutes conduct that would be deemed a criminal offence, give rise to a civil liability, or otherwise is contrary to applicable law or regulation (including, without limitation, breach of intellectual property rights and computer misuse).

- 6.4. We reserve the right to edit or remove any material submitted to our Website, or stored on our servers or hosted or published on our Website.
- 6.5. By submitting material to our Website, you warrant that any such material complies with these Terms of Use, and you indemnify us for any breach of that warranty.
- 6.6. Any material you submit to our Website will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our Website constitutes a violation of their intellectual property rights, or of their right to privacy.
- 6.7. Notwithstanding our rights under these Terms of Use in relation to user generated material, we do not undertake to monitor the submission of such material to, or the publication of such material on, our Website. We will not be responsible, or liable to any third party, for the content or accuracy or completeness of any materials submitted by a user of our Website.

7. RELIANCE OF MATERIAL

The contents of our Website do not constitute advice and should not be relied upon in making or refraining from making, any decision.

8. LINKS TO THIRD PARTY WEBSITES

- 8.1. Where our Website contains links to other websites and resources provided by third parties, these links are provided for your information and convenience only. Any link to other websites or resources is not an endorsement of such websites or resources and we make no representations about them or any material contained in them. We have no control over the contents of those websites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you choose to access a third party website linked to from our Website, it is at your own risk.
- 8.2. If you would like us to remove a link to your website that is included on our Website, please contact us at info@bowtielearning.com. However, unless you have a legal right to demand removal, such removal will be at our discretion.

9. LINKING TO OUR WEBSITE

9.1. We welcome links to our Website. If you would like to link to our Website, you may only do so on the basis that you link to, but do not replicate, any page on our Website, and subject to the following conditions:

- (a) You only do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- (b) You do not in any way suggest or imply any form of association, approval or endorsement on our part where none exists.
- (c) You do not misrepresent your relationship with us or present any false information about us.
- (d) You do not link from any Website that is not owned by you or for which you do not otherwise have permission.
- (e) Your website must not contain any material that is discriminatory, obscene, offensive, hateful or inflammatory, pornographic, defamatory, liable to incite racial hatred, promotes violence or which encourages or constitutes conduct that would be deemed a criminal offence, give rise to a civil liability, or otherwise is contrary to applicable law or regulation.
- (f) You must not use our logo to link to our Website (or otherwise) without our express written permission.
- (g) You must not frame the content of our Website or use any similar technology in relation to the content of our Website (i.e. make it look like it is still on your Website) and
- (h) Links pointing to our Website should not be misleading and appropriate link text should always be used.

9.2. You agree that, should we request the deletion of a link to our Website that is within your control, you will promptly delete the link

9.3. We reserve the right to withdraw linking permission without notice

10. SPAM

10.1. We have a zero-tolerance towards spam. In the context of electronic messaging, spam refers to unsolicited, bulk or indiscriminate messages, typically sent for a commercial purpose.

10.2. Our messaging systems automatically scan all incoming email and other messages and filter-out messages that appear to be spam.

10.3. No message filtering system is 100% accurate and from time to time legitimate messages may be filtered out by our systems. If you believe this has happened to a message you have sent, please advise the message recipient by another means. You can reduce the risk of a message being caught by the spam filters by sending the message

in plain text (i.e. no HTML), removing any attachments, and ensuring that your messages are scanned for malware before dispatch.

- 10.4.** In the unlikely event that you receive any message purporting to be from us or sent using our systems that may be considered to be spam, please contact us at info@bowtielearning.com and the matter will be investigated.

11. DISCLAIMERS AND LIMITATIONS OF LIABILITY

- 11.1.** We take reasonable steps to ensure that the information on our Website (other than user generated material) is correct. However, we do not warrant or guarantee the completeness or accuracy of the material displayed on our Website. We may make changes to the material on our Website at any time and without notice. The material on our Website may be out of date, or on rare occasions incorrect and we make no commitment to ensure that such material is correct or up-to-date.
- 11.2.** To the maximum extent permitted by law, we (and any other party (whether or not involved in producing, maintaining or delivering our Website or services in connection with it)) hereby expressly exclude:
- (a) All representations, warranties, conditions and other terms relating to our Website and the use of our Website which might otherwise be implied by statute, common law or the law of equity.
 - (b) Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our Website or in connection with the use, inability to use, or results of the use of our Website, any Websites linked to it and any materials posted on it, including, without limitation any liability for servicing or repair costs, any loss or corruption of any data, database or software, loss of income or revenue; loss of business; loss of profits or contracts; loss of anticipated savings; loss of data; loss of goodwill; wasted management or office time, and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.
- 11.3.** Nothing in these Terms of Use shall be construed so as to exclude or limit our or your liability for
- (i) Death or personal injury resulting from negligence (as defined by the Unfair Contract Terms Act 1977).
 - (ii) Fraud or
 - (iii) Fraudulent misrepresentation as to a fundamental matter or
 - (iv) Any other liability which cannot be excluded or limited under the laws of Ireland.

12. INDEMNITY

You hereby indemnify and hold BowTieLearning Ltd. and its employees and agents harmless from and against all liabilities, damages, losses, costs and other expenses

(including, without limitation, legal fees and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by us arising out of any breach by you of any provision of these Terms of Use or other liabilities arising out of your use of our Website.

13. INFORMATION ABOUT US

- 13.1.** We process information about you in accordance with our Privacy Policy. By using our Website, you consent to such processing and you warrant that all data provided by you is accurate.
- 13.2.** We will report any breaches of applicable law or regulation to law enforcement authorities and we will fully co-operate with any law enforcement authorities or court order requiring us to disclose the identity or other details of any person using our Website or submitting material to our Website in breach of applicable law or regulations.

14. TRANSACTIONS CONCLUDED THROUGH OUR WEBSITE

Contracts for the supply of goods or services formed through our Website or as a result of visits made by you are governed by our Terms and Conditions of Online Courses, together with our Privacy Policy.

15. CHANGES TO WEBSITE AND TERMS OF USE

15.1. We may:

- (a) Change or remove (temporarily or permanently) our Website or any part of it without notice and you confirm that BowTie Learning Ltd. shall not be liable to you for any such change or removal, and
- (b) Change these Terms of Use at any time, and by continuing to use our Website following any changes you confirm that you accept such changes and agree to abide by them, so please check this page regularly to ensure that you are familiar with the current version. Unless otherwise stated, the current version shall supersede and replace all the previous versions of the Terms of Use.

16. ASSIGNMENT

- 16.1** We may transfer, sub-contract or otherwise deal with our rights and/or obligations under these Terms of Use without notifying you or obtaining your consent.
- 16.2.** You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these Terms of Use.

17. SEVERABILITY

If any provision of these Terms of Use should be determined to be invalid, illegal and/or unenforceable for any reason by any court or other competent authority then such provision shall be severed and the remaining provisions shall survive and remain in full force and effect and continue to be binding and enforceable. If any invalid, illegal and/or unenforceable provision would be valid, lawful and/or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

18. BREACH

18.1. Without prejudice to our other rights under these Terms of Use, if you breach any of these Terms of Use in any way, we may take such action as we deem appropriate to deal with the breach, including suspending your access to our Website, prohibiting you from accessing our Website, blocking computers using your IP address from accessing our Website, contacting your internet service provider to request that they block your access to our Website, bring court proceedings against you and/or we may take any other action available to us in law. We exclude liability for any action taken in response to your breach of these Terms of Use.

18.2. Our failure to act with respect to a breach of these Terms of Use by you or others does not constitute a waiver and shall not limit our rights in respect of such breach

19. EXCLUSION AND THIRD-PARTY RIGHTS

These Terms of Use are for the benefit of you and us and are not intended to benefit any third party or be enforceable by any third party. The exercise of our and your rights in relation to these Terms of Use is not subject to the consent of any third party.

20. ENTIRE AGREEMENT

These Terms of Use, together with our Privacy Policy constitute the entire agreement between you and us in relation to your use of our Website and supersede all previous agreements in respect of your use of our Website.

21. GOVERNING LAW

These Terms of Use shall be governed by and construed in accordance with the laws of Ireland and by accessing our Website you submit to the exclusive jurisdiction of the Irish Courts, although we retain the right to bring proceedings against you for breach of the Terms of Use in your country of residence or any other country.

22. YOUR CONCERNS

If you have any concerns about material that appears on our Website, please contact info@bowtielearning.com.

You can also reach out to us through postal mail at:

BowTieLearning Ltd.
35 Meadow Close
Rathfarnham
Dublin D16 HN27
Ireland