

eIntegrity Licence Terms & Conditions

The text here forms part of the terms and conditions of use that every eIntegrity user must accept before getting access to the eIntegrity Hub. This text is also publicly available on the eIntegrity website in accordance with recommendation made in the Data Protection Act (1998).

If you have any queries about any aspect of these terms and conditions, please contact enquiries@eintegrity.org.

Using the eIntegrity Hub and LMS

In consideration of your having paid, and eIntegrity having accepted, a Licence fee, eIntegrity grants you, the End User, rights to access the Training Content subject to the Licence Conditions set out below.

eIntegrity has an Agreement with the Training Content Developers which is subject to conditions which cannot be varied and which are reflected in this End User Licence. By accessing the Training Content you, the End User, accept the following conditions:

You agree to use this site only for lawful purposes, and in a manner that does not infringe the rights of, or restrict or inhibit the use and enjoyment of this site by any third party. Such restriction or inhibition includes, without limitation, conduct which is unlawful, or which may harass or cause distress or inconvenience to any person, and the transmission of obscene or offensive content or disruption of normal flow of dialogue within this site.

Neither eIntegrity, nor any Agent distributing licences on behalf of eIntegrity, nor the Training Content Developers (individually and severally covered here by the designation 'eIntegrity') make any specific claims about the suitability of the Training Content for any particular purposes. The suitability of the Training Content to your, the End User's, needs is wholly a matter for your judgement. To the maximum extent allowed by law, eIntegrity excludes all claims against it howsoever arising from use of the Training Content in circumstances for which it is inappropriate.

While reasonable professional care has been taken in developing the Training Content, eIntegrity make no warranties concerning the correctness or completeness of the Training Content. To the maximum extent allowed by law, eIntegrity excludes all claims against it arising from errors or omissions in the Training Content.

Log-in codes or passwords required to access the Training Content are provided for your personal use only and cannot be shared with anyone else unless the commercial terms under which the Licence is issued specifically allow for multiple use. You are required to take reasonable measures to prevent unauthorised use by others and to report such use to eIntegrity. You accept liability for any losses to eIntegrity arising from your deliberately sharing log-in codes or your failure to show appropriate diligence in keeping your code confidential.

Access to the Training Content requires the functioning of servers, websites and internet connections. eIntegrity undertakes to provide a service at least meeting e-learning industry norms for those elements of availability which are under its control. It does not undertake to provide availability to the Training Content at any specific time. Under the conditions of this Licence, eIntegrity specifically excludes liability to you or any third party for losses arising from the non-availability of access to the Training Content at any particular time. If you provide evidence that the general availability of access is inferior to that which could be expected under normal industry

standards because of failure on the part of eIntegrity, eIntegrity may provide compensation which will not in any event exceed the price paid by you, or on your behalf, to purchase this Licence.

eIntegrity Subscription Services

In addition to the annual single user licence fee, eIntegrity provides monthly and quarterly subscription purchase options for some programmes. When selecting a monthly or quarterly subscription option you accept that:

- Subscriptions are subject to a minimum of 12 months
- Payments are automatically debited from your given payment method each subscription period
- Payments automatically continue after the 12 month period unless cancelled by you
- You can cancel your subscription any time after the minimum subscription period by emailing enquiries@eintegrity.org

What information does eIntegrity hold?

When accessing the eIntegrity Hub, you will be asked to set up some security questions, which may contain personal information. These questions are solely intended to enable users to log in if they forget their password and will never be used for any other purpose. The answers that users submit when setting up these security questions are encrypted in the database so that no-one can view what has been entered, not even our administrators.

eIntegrity captures certain information on each user as part of the registration process. This data enables the creation of an accurate user profile, which is necessary for reporting purposes and to offer users learning that is relevant to their needs. The data that is stored is limited to information relating to users' work, such as their profession, specialty and location. We will never ask for your home address or any other domestic information. eIntegrity also holds data on users' learning activity:

Activity data falls into two categories:

1. Identifiable activity data

- name
- which e-learning resources have been accessed
- date the e-learning resources were accessed
- time spent on those resources
- assessment scores (where appropriate)

Users can view all of their own activity data.

If an eIntegrity user is accessing Training Content as part of an agreement with an employer or overarching body/organisation then they may have access to identifiable data.

2. Anonymised activity data (i.e. individual's names are not included)

- Summarised information counting
- which e-learning resources have been accessed
- which e-learning resources have been completed
- time spent on those resources
- aggregated assessment scores

Anonymised activity data is available to organisations including; Department of Health, Health Education England, professional bodies e.g. Royal Colleges.

eIntegrity store a record of all activity by all users, including posts on forums or other communication media, and all enquires to the eIntegrity Service Desk.

How does eIntegrity process the information we hold?

Information collected by eIntegrity is solely processed to deliver online learning and to store and report on users' learning activity. It will never be sold for financial gain or shared with other organisations for commercial purposes.

Examples of how eIntegrity might use the data held include but are not limited to the following:

- For internal review
- Customising the content and/or layout of the eIntegrity Hub and LMS
- Notifying users about updates to the eIntegrity Hub and LMS
- Contacting users for eIntegrity marketing purposes
- Gathering feedback or input on the service, content or layout of the eIntegrity Hub and LMS
- Giving users access to their own learning history
- Making users' learning activity records visible to specific named individuals, such as tutors, to allow tutors to view their trainees' activity. A user would have to give their explicit approval to authorise another user to view their records (however eIntegrity users that are accessing Training Content as part of an agreement with an employer or overarching body/organisation may have their learning activity shared with them).
- Providing anonymous summary data to partner organisations, such as professional bodies or organisations

Who can see users' data?

eIntegrity administrators and other approved people have access to users' training records and user profiles. This may include our suppliers but such organisations will be asked to sign Non-Disclosure Agreements and will never be allowed to use the information for commercial purposes.

Use of cookies

For more information on cookies, please see the [Information Commissioner's Office web site](#).

Cookies are used on e-lfh.org.uk and eintegrity.org. The majority are used to keep track of a user's input when filling online forms, known as session-id cookies, which are exempt from needing consent as they are deemed essential for using the site. We also use a cookie to remember usernames if the user checks the 'Remember me' box on the log in page.

e-lfh.org.uk and eintegrity.org also use Google Analytics to collect anonymous information about how the site is used, including the number of unique users, the pages they visited, what browser they use etc. Google Analytics also uses cookies.

Intellectual property

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Disclaimer

The e-lfh.org.uk and eintegrity.org web sites, the Training Content and material relating to Government information, products and services (or to third party information, products and services), is provided 'as is', without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

We do not warrant that the functions contained in these sites or the Training Content will be uninterrupted or error free, that defects will be corrected, or that this site or the server that makes it available are free of viruses or represent the full functionality, accuracy, reliability of the materials.

In no event will we be liable for any loss or damage including, without limitation, indirect or consequential loss or damage, or any loss or damages whatsoever arising from use or loss of use of, data or profits arising out of or in connection with the use of the eIntegrity Hub and LMS.

Although we may from time to time monitor or review discussions, chat, postings, transmissions, bulletin boards and other communications media on the LMS, we are under no obligation to do so and assume no responsibility or liability arising from the content of any such locations nor for any error, omission, infringement, defamation, obscenity, or inaccuracy contained in any information within such locations on the eIntegrity Hub and LMS.

eIntegrity retains the right to withdraw the Training Content, or cancel your access to it, at any time in the period covered by your End User Licence. If the removal of access is a result of a demonstration or reasonable suspicion of breach by you of any of the conditions of the Licence, eIntegrity will not consider any claims by you for compensation and reserves the right to take legal action against you to recover losses to it resulting from your breach of conditions. If the withdrawal is for reasons unconnected to you, eIntegrity may provide you with compensation not exceeding the price paid by you, or on your behalf, to purchase this Licence. You accept the right of eIntegrity to withdraw access within the licensed period subject to these provisions for compensation.

Governing Law and Jurisdiction

These terms and conditions shall be governed by and construed in accordance with the laws of England and Wales.

Any dispute arising under these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England and Wales.

You understand that the commercial terms governing this Licence, which include the timing and duration of access to the Training Content, are those offered by eIntegrity and accepted by you and that those commercial terms are wholly without prejudice to any part of these Licence conditions. In the event of any actual or perceived conflicts, these conditions, which cannot be varied, have primacy over any other offers or communications you may have had from eIntegrity. If you are unable to understand, or you do not wish to accept, any of the conditions set out above, do not access the Training Content and any payments received by eIntegrity from you or on your behalf will be refunded. If you access the Training Content, this will be deemed as acceptance by you of all of the conditions set out above.

Links to external web sites

Links contained in e-lfh.org.uk, eintegrity.org, or any of the Training Content will lead to other web sites which are not under our control. We are not responsible for the content of any linked site. Listing and linking should not be taken as an endorsement of any kind and we accept no liability in respect of the content. We cannot guarantee that these links will work all of the time and have no control over the availability of the linked pages.

Virus protection

We make every effort to check and test material at all stages of production. It is always wise for you to run an anti-virus program on all material downloaded from the Internet. We cannot accept any responsibility for any loss, disruption or damage to your data or your computer system which may occur whilst using material derived from this web site.

Updated July 2015

We may at any time revise these terms and conditions. If this happens, you will be asked to accept the new terms and conditions the next time you log in to the eIntegrity Hub. If you do not accept the new terms and conditions, you will not be able to continue using the learning resources.

Contact: enquiries@eintegrity.org