

General terms and conditions for fee-based online courses and Certification Exams

1. About us and these T&Cs

1.1. About us. We are SNOMED International, the trading name of the International Health Terminology Standards Development Organisation (“SNOMED International”, “we” or “us”). We are registered in England and Wales under company number 9915820, and have our registered office and main trading address at One Kingdom Street, Paddington Central, London W2 6BD, UK.

1.2. About these T&Cs. These Terms and Conditions (“T&Cs”) set out the terms and conditions on which we supply the Services to you. Please read them carefully before you submit your order to us. Please contact us using the details at clause 16 if you think there is a mistake in these T&Cs.

1.3. Other terms may also apply. The ways in which you can use the Services may also be controlled by rules and policies set out in the Course Catalogue as being specific to a relevant Service. By accepting these T&Cs, you also accept the terms of those rules and policies. The applicable rules and policies will apply instead of these T&Cs where there are differences.

1.4. Changes to these T&Cs and the Course Catalogue. We amend these T&Cs and the Course Catalogue from time to time. Every time you wish to purchase the Services, please check these T&Cs and the Course Catalogue to ensure you understand the terms that apply, and the Services that are available, at that time.

1.5. Definitions. Unless otherwise stated, capitalised terms used in these T&Cs have the following meaning.

(a) “Certification Exam” means the examination provided by us for the purposes of testing a person’s knowledge and skills in a given area of competency.

(b) “Course Catalogue” means the online system used to describe and purchase the Services, available at <https://courses.ihtsdotools.org>.

(c) “Course Materials” means the information provided by SNOMED International in electronic form to accompany an Online Course or Certification Exam.

(d) “Education Platform” means the software platform on which SNOMED International delivers the Services, available at <https://elearning.ihtsdotools.org>.

(e) “Fees” means the fees paid by you to SNOMED International for the Services.

(f) “Intellectual Property Rights” means copyright, rights in or relating to databases, patent rights, performers’ rights, designs and registered designs, trademarks, rights in or relating to our intellectual property rights (registered or unregistered) throughout the world.

(g) “Online Course” means the delivery by us of an online course pursuant to which you learn Course Materials remotely.

(h) “Services” means the provision of the Online Course, the Course Materials and/or the Certification Exam, together with such other services as agreed from time to time and purchased by you through the Course Catalogue.

(i) “SNOMED International”, “we” or “us” means the entity described at clause 1.1.

(j) “You” means the individual purchasing the Services.

2. The Services

2.1. A description of the Services together with the dates on which the Services will begin are available on our Course Catalogue. We will provide the Services with reasonable care and skill in accordance with the description set out on the Course Catalogue.

2.2. We expect you to confirm that the Services you are purchasing will meet your needs. We do not make any guarantee to you that you will obtain a particular result, professional qualification or employment opportunity from your purchase and completion of any of the Services.

2.3. In return for your agreeing to comply with these T&Cs you may:

(a) download or stream a copy of the relevant Services and view, use and display the Service for purposes in compliance with these T&Cs;

(b) make copies of the relevant Services for back-up purposes; and

(c) receive and use any free supplementary software code or update of the Services incorporating “patches” and corrections of errors as we may provide to you.

3. Ordering Services

3.1. In order to purchase any of the Services on-line you must register for an account with us either via the Course Catalogue or via the Education Platform. If you already have an account on either of these systems you can log into your account using your user name and password.

3.2. When you place an order for a Service via the Course Catalogue, you are offering to purchase the Services on these T&Cs. SNOMED International reserves the right to cancel or decline your order or any part of your order at any time until it has been confirmed in accordance with clause 3.4 below.

3.3. Following receipt by us of your order for Services via the Course Catalogue we will contact you confirming receipt of your order.

3.4. A legally binding agreement between us and you shall come into existence when we have:

(a) accepted your offer to purchase Services from us by sending you an email confirming the purchase; and

(b) received payment of the relevant Fees from you in accordance with clause 5 below.

3.5. We will make your contract available to you by email.

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

4. Cancellation and Variation

Your cancellation and variation rights

4.1. Subject to clause 4.2 below, where we have accepted / confirmed the Services being purchased by you and formed a legally binding agreement with you in accordance with clause 3.4 above, then you are permitted within a period of 14 calendar days from the date of your purchase to cancel your purchase of the Services. You can do this by emailing us using the details at clause 16 below, either completing and attaching the form at Schedule 1 of these T&Cs or providing similar details about your cancellation request. We will refund you the

price you paid for the Services by the method you used for payment, within 14 days of us receiving notice from you in accordance with this clause.

4.2. You acknowledge and consent to our immediate performance of the Services, and acknowledge that you will lose your right of withdrawal from the contract once you have already accessed, downloaded all or part of the Service and/or started to use that Service.

4.3. Other than as set out in these T&Cs, we are not able to offer transfers or cancellation refunds for reasons outside of our control. However, if you are unable to complete an Online Course you have booked because of illness, you are unable to complete all the mandatory components of a course before the scheduled deadline, or you have failed an assignment or assessment in a course, we will transfer your enrolment to the next available date for a course deferral fee as set out in the Course Catalogue.

Our rights to make changes

4.5. We may change the Services or these T&Cs:

(a) Minor changes. To reflect changes in relevant laws and regulatory requirements, and to implement minor technical adjustments and improvements (for example to address a security threat).

(b) Date changes. To adjust the date from which a Service will be provided, where necessary due to developments in scheduling and/or provision of the Services as a whole. If we make these changes, we will notify you and you may then contact us to end your contract with us before the changes take effect and receive a refund for any products paid for but not received.

4.6. We may update or require you to update digital content, provided that the digital content shall always match the description of it that we provided to you before you bought it.

5. Fees

5.1. The Fees for the Services shall be as set out on the Course Catalogue, and are payable in US Dollars.

5.2. Fees for the Service selected by you on the Course Catalogue shall be debited from your credit / debit card at the time of purchase. Fees must be paid in full prior to you accessing any Online Course or receiving the benefit of any Service.

5.3. Any fees charged by your debit or credit card provider in connection with your purchase of Services are for your own account and SNOMED International shall not be responsible for these.

5.4. You shall be responsible for all costs you incur in connection with your access to any Services.

5.5. All Fees for the Services are payable via the payment gateway provided by an external payment technical services provider. SNOMED International does not accept any liability arising out of or in connection with your use of this payment gateway.

6. Disclaimer of Responsibility

In addition to the disclaimer at clause 2.2 above, the following terms apply to your use of the Services.

6.1. Information provided as part of the Services.

(a) The content included in our Services is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content provided by our Services.

(b) Although we make reasonable efforts to update the information included in our Services, we make no representations, warranties or guarantees, whether express or implied, that this content is accurate, complete or up to date.

6.2. Service access. We do not guarantee that the Services or their content will always be available or uninterrupted. We may suspend, withdraw or restrict the availability of all or any part of the Services for business and operational reasons. We will try to give you reasonable notice of any such action.

6.3. Links to external resources. Where the Services contain links to other sites or resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources.

6.4. User-generated content. The Services may include information and materials uploaded by other users. This information and these materials have not been verified or approved by us.

The views expressed by other users as part of such uploads do not represent our views or values.

7. Liability

7.1. Business user. If you use the Services for the primary purpose of your trade or profession, the following terms apply.

(a) Subject to clause 7.3 below, neither SNOMED International nor its trainers accept any liability arising under or in connection with any use of, or inability to use, our Services, or use of, or reliance on, any content displayed or provided by the Services. In particular, we will not be liable for: (i) any inaccuracy or misleading information provided in the Online Courses or Course Materials and any reliance by you on any such information; (ii) any loss or corruption of data; (iii) any loss of profit, sales, business, revenue or goodwill; or (iv) any indirect, special or consequential loss arising from any breach of these T&Cs.

(b) Except to the extent that they are expressly set out in these T&Cs, no conditions, warranties or other terms shall apply to the Services. Subject to clause 7.3 no implied conditions, warranties or other terms apply (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description).

(c) Subject to clause 7.3 below, SNOMED International's total liability arising from or in connection with these T&Cs and in relation to anything which we may have done or not done in connection with these T&Cs and the delivery of the Service (and whether the liability arises because of breach of contract, negligence or for any other reason) shall be limited to the Fees received by us in connection with the relevant Online Course in relation to which a dispute has arisen.

7.2. Consumer user. If you use the Services primarily for purposes outside of your trade or profession, the following terms apply.

(a) If we fail to comply with these T&Cs, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these T&Cs or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these T&Cs, both we and you knew it might happen.

(b) If defective digital content that we have supplied damages a device or digital content belonging to you, we will either repair the damage or pay you compensation. However, we

will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

7.3. Business or consumer user. Nothing in this Agreement shall exclude or limit SNOMED International's liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other matter which under English law may not be limited or excluded.

8. Intellectual Property

8.1. All Intellectual Property Rights in the Services remain the intellectual property of SNOMED International.

8.2. Unless expressly permitted elsewhere in these T&Cs, you are not authorised to:

- (a) copy, modify, reproduce, re-publish, sub-licence, sell, upload, broadcast, post, transmit or distribute any of the Course Materials without prior written permission;
- (b) record on video or audio tape, or relay by videophone or other means, the Online Course given;
- (c) use the Course Materials in the provision of any other course or training whether given by us or any third party trainer unless express, prior permission has been provided by SNOMED International;
- (d) remove any copyright or other notice of SNOMED International on the Course Materials;
- (e) modify, adapt, merge, translate, disassemble, decompile, reverse engineer any software forming part of the Online Courses, save to the extent permitted by law, necessary to use the Services as permitted in these T&Cs, or such actions cannot be prohibited because they are necessary to decompile any Online Course to obtain the information necessary to create an independent program that can be operated with the Online Course or with another program.

8.3. In consideration of the Fees paid by you, we grant to you a limited, non-transferable, non-exclusive licence to use the Course Materials, the trade marks of SNOMED International, the SNOMED CT content and software in respect of the Online Courses for the sole purpose of completing the Online Courses and/or completing the Certification Exam, and for only the duration of enrolment. Any use of SNOMED CT for any other purpose requires a separate license. For more information on obtaining a SNOMED CT license please refer to <http://www.snomed.org/snomed-ct/get-snomed-ct>.

8.4. You agree to comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by any Service.

9. Acceptable Use Restrictions

You must not:

- (a) use any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these T&Cs or other rules or requirements specified by/for a Service, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into any Service;
- (b) infringe our Intellectual Property Rights or those of any third party in relation to your use of any Service, including by the submission of any material (to the extent that such use is not licensed by these T&Cs);
- (c) transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of any Service;
- (d) use any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- (e) collect or harvest any information or data from any Service or attempt to decipher any transmissions to or from the servers running any Service.

10. Termination

10.1. We shall be entitled to terminate these T&Cs and cease to provide you with a relevant Service with immediate effect in the event that:

- (a) you fail to pay when due your Fees;

(b) you have not completed all mandatory components of an Online Course before the scheduled deadline, following a deferral to a subsequent intake;

(c) you have failed an assignment or assessment in an Online Course more than once;

(d) you cheat or plagiarise any work which you are required to prepare or submit in connection with the Services or during any examination taken in connection with the Services;

(e) you are in breach of these T&Cs; or

(f) these T&Cs or the Services do not comply with laws or regulations applicable in the jurisdiction in which you are located.

10.2. If we terminate these T&Cs in the circumstances set out in clause 10.1(f) above, we will refund any Fees you have paid.

10.3. On termination clauses 7 and 8 shall continue notwithstanding such termination.

11. Dispute Resolution

11.1. If you have any questions or complaints about the Services, please contact us using the details at clause 16 below.

11.2. Please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform here: <https://ec.europa.eu/consumers/odr>.

12. Assignment and Third Parties

12.1. Any Services provided by us under these T&Cs are personal to you. No other person shall have any rights to enforce any of the terms of these T&Cs; and these T&Cs and the Services provided by us under them cannot be transferred or assigned to any other person unless we have agreed to this in writing.

12.2. Where you accept these T&Cs for the purposes of allocating the benefit of the Services to another person or persons, you shall be entitled to do so provided that you:

(a) procure the other person or persons shall comply with the terms of these T&Cs; and

(b) remain responsible and liable for the acts and omissions of each other person to the same extent as if such acts or omissions were by you.

In these circumstances, references to “you” in these T&Cs shall apply to both the purchaser of the Services and the persons to whom their benefit is allocated; and clause 10 shall be applied only in respect of the Services supplied to the relevant defaulting individual.

12.3. We shall be entitled to assign, transfer or sub-contract any of our rights or obligations under these T&Cs to any third party at our discretion. We will inform you if this happens, and we will ensure that the transfer will not affect your rights under the T&Cs.

13. Force Majeure

SNOMED International shall not be liable to you for any breach of its obligations or termination under these T&Cs arising from causes beyond its reasonable control, including, but not limited to, fires, floods, earthquakes, volcanoes and other Acts of God, terrorism, strikes, delay caused by transport disputes, failure to provide a Service caused by a death in the trainer’s family, illness of the trainer, Government edict or regulation.

14. Privacy

14.1 We will use any personal information we collect through your use of the Services in the ways set out in our Privacy Policy here: <https://snomed.org/elearning-privacy>.

14.2 Our Cookies Policy also applies to your use of the Services, set out here: <http://snomed.org/elearning-cookies>

15. Other key terms

15.1. Certification Rules. If you take part in a Certification Exam, you agree to comply with our Certification Rules as varied from time to time.

15.2. Severability. Each of the clauses of these T&Cs operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

15.3. No waiver. If we do not insist immediately that you do anything you are required to do under these T&Cs, or if we delay in taking steps against you in respect of your breaking your contract with us, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

15.4. Law and jurisdiction.

(a) If you are a business user, these T&Cs, their subject matter and their formation (and any non-contractual disputes or claims) are subject to English law and the parties submit to the exclusive jurisdiction of the English courts in connection with any dispute hereunder.

(b) If you are a consumer, these T&Cs, their subject matter and their formation are governed by English law. We agree that the courts of England and Wales will have exclusive jurisdiction, except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland you may also bring proceedings in Scotland.

16. Notices

You can contact us by any of the following methods:

Email: elarning@snomed.org

SCHEDULE 1
CANCELLATION FORM

**To: The International Health Terminology Standards Development Organisation t/a
SNOMED International**

Email: elarning@snomed.org

[I/We] hereby give notice that [I/we] cancel [my/our] contract for the supply of the following service[s]:

Description of service[s]: []

Ordered on: []

Name of consumer[s]: []

Address of consumer[s]: []

Signature of consumer[s]: [only if this form is notified on paper]

Date: []

*[] = Delete/populate as appropriate