

ISOPHARM LIMITED TERMS AND CONDITIONS

Welcome to our website. If you continue to browse and use this website, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern Isopharm Limited's relationship with you in relation to this website. If you disagree with any part of these terms and conditions, please do not use our website.

The use of this website is subject to the following terms of use:

- These Subscriber TERMS OF SERVICE ("Terms of Service") constitute a binding contract between you ("Subscriber" or "Customer" or "you") and Isopharm Limited, a limited liability company registered in England ("Company"), regarding the terms under which the Company will provide Subscriber with access to the Services.
- BY USING THE SITE, SUBSCRIBER SIGNIFIES ITS AGREEMENT TO ABIDE BY THESE TERMS OF SERVICE ("Acceptance"). Subscriber agrees that its assent will have the same legal effect as if it had been personally signed by Subscriber. To the extent permitted by law, these Terms of Service are intended to supersede any provisions of applicable law, which might otherwise limit their enforceability or effect, because they were entered into electronically. Please print a copy of these Terms of Service for future reference.

1) TERMINOLOGY.

- "Effective Date" – refers to the date that the Company confirms Subscriber's right to use the Subscription Website.
- "Free Trial" – refers to a temporary right to use the Subscription Website at no charge during the permissible Free Trial period and in accordance with any applicable terms, including, but not limited to, Acceptance of these Terms of Service. A Free Trial may or may not require the insertion of credit/debit card information.
- "Premium Content" – means the Exercise Files and the Standard Content offering within the Subscription Website.
- "Public Website" – means that portion of the Website that is available for use by any person without the need to be a Subscriber.
- "Services" – means the Public Website, the Subscription Website, and their entire contents, features and functionality (including but not limited to, all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof, the Standard Content, the Exercise Files, and any documentation pertaining to the foregoing).
- "Standard Content" – refers to content within the Website that is not required a paid for Subscription.
- "Subscriber" refers to an individual/entity/organization/institution that has the right to access the Subscription Website via a Subscription Fee ("Paid Subscription"), Gift Subscription, No Fee Trial, or other basis. A Subscriber must be at least 16 years of age and possess the legal right and ability to enter into binding contracts. Subscriber agrees to treat password, usernames, and other security information ("Account Information"), as

confidential and to not provide any other person with access to the Subscription Website or portions of it using Subscriber's Account Information. Subscriber will notify the Company immediately of any unauthorized access to, or use of, Account Information. The Company has the right to disable any Subscriber to the Services at any time, in its sole discretion [for any or no reason, including] if, in the Company's opinion, Subscriber has violated any provision of these Terms of Service or appear likely to do so.

- "Subscription" – refers to a right to use the applicable portion of the Subscription Website as a Subscriber under a Paid Subscription, Gift Subscription, Free Trial, or other form of right and/or fee to access the Subscription Website.
- "Subscription Term" – means the period of time that a Subscriber may utilize the applicable portion of the Subscription Website.
- "Subscription Website" – means the applicable portion of the Website that is available only to a Subscriber.
- "Pay as you go" – refers to a single payment for one course to provide one certificate when the User has successfully passed the course. Should the User fail a purchased course they can repeat until passed. The User is allowed to attempt to pass the course an unlimited number of times. Once the course is passed and a certificate is issued, the User will need to purchase the course again should they wish to repeat it.
- 'iLearn' – refers to the CPD online training product and service
- "Virus" means any item or device (including any software, code, file or program) which is designed to prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.
- "Website" – means all information, content, concepts, program interfaces, structures, functionality, computer code, published materials, electronic documents, graphic files and other technology inherent in Company's website located www.agiliosoftware.com & www.isopharm.co.uk (or such other web address notified by the Company to Subscribers at any time), and includes the entirety of both the Subscription Website and the Public Website.

2) INFORMATION ABOUT THE COMPANY.

- Isopharm Limited is a Company registered in England and Wales and is based at Unit 18, Jessops Riverside, 800 Brightside Lane, Sheffield, S9 2RX. Isopharm Limited is part of the Agilio Software Group, who trade as Agilio Software, CODE and Isopharm. Agilio Software is the registered trademark of Agilio Software BidCo Limited, registered at Elm Tree House, Bodmin Street, Holsworthy, Devon, EX22 6BB, Company number 12242288 and VAT number 344765282.

3) SUBSCRIBER WARRANTIES, RIGHTS, REPRESENTATIONS, RESTRICTIONS, AND OBLIGATIONS.

- Subject to these Terms of Service, Subscriber will be granted a limited, non-exclusive, revocable, non-transferable, and non-sublicenseable right to access that portion of the Subscription Website applicable to the Subscription type. By agreeing to grant such access, the Company does not obligate itself to maintain the Website, or to maintain it in its present form. The Company may upgrade, modify, change or enhance the Services and convert a Subscriber to a new version thereof at any time in its sole discretion, to the extent that this is not detrimental to Subscriber's use of the Services and on reasonable prior notice to Subscriber (unless the change is of critical business importance or outside the Company's control, in which case the Company will explain the reason for the changes as soon as is reasonably practicable).
- Subscriber agrees to abide by any rules or regulations that the Company publishes with respect to conduct of Subscribers and other users of the Website, which rules and regulations are hereby incorporated into these Terms of Service by this reference. The Company reserves the right to deny a Subscriber access to the Subscription Website if, in the Company's sole discretion, Subscriber has failed to abide by these Terms of Service or appear likely to do so.
- Subscriber accepts that the Company in its sole discretion may, but has no obligation to, monitor the Services or any portion thereof, and/or to oversee compliance with these Terms of Service.
- Subscriber promises, acknowledges, and agrees on behalf of itself that:
 - Access privileges may not be transferred to any third-parties;
 - It will not access, store, distribute or transmit any Viruses;
 - It will comply with all applicable laws and regulations with respect to use of the Services;
 - It will not rent, lease, sublicense, re-sell, distribute, transfer, copy or modify the Services or any component thereof;
 - It will not translate, decompile, or create or attempt to create, by reverse engineering or otherwise, the source code from the object code made available hereunder;
 - It will not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit the Services or any portion thereof;
 - It will not delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Website or contained in the Services;
 - It is solely responsible for acquiring, installing, operating and maintaining the hardware and software environment, network connections, and telecommunication links, necessary to access and use the Services;
 - It will not use the Services in any manner, or in connection with any content, data, hardware, software or other materials that infringes upon or violates any patent, copyright, trade secret, trademark, or other intellectual property right of any third party, or that constitutes a defamation, libel, invasion of privacy, or violation of any right of publicity or other third party right, or that is threatening, harassing or malicious.

4) AVAILABILITY OF WEBSITE.

Subscriber recognizes that the traffic of data through the Internet may cause delays during the download of information from the Website and accordingly, it shall not hold the Company liable for delays that are ordinary in the course of Internet use. Subscriber further acknowledges and accepts that the Website will not be available on a continual twenty-four hour basis due to such delays, or delays caused by the Company's upgrading, modification, or standard maintenance of the Website.

5) INTELLECTUAL PROPERTY RIGHTS.

- The Services are owned by the Company, its licensors or other providers of such material, and are protected by English and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.
- No right, title or interest in or to the Services or any portion thereof, is transferred to any Subscriber and all rights not expressly granted herein, are reserved by the Company.
- The Company name, the Company logo, and all related names, logos, product and service names, designs and slogans, are trademarks of the Company or its affiliates or licensors. Subscriber may not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on this Website are the trademarks of their respective owners.

6) COMPANY OBLIGATIONS.

The Company will use commercially reasonable efforts to enable the Services to be accessible, except for scheduled maintenance and required repairs, and except for any interruption due to causes beyond the reasonable control of, or not reasonably foreseeable by the Company, including, but not limited to, any Force Majeure Event (as defined below). The foregoing undertaking shall not apply to the extent of any non-conformance caused by use of the Services contrary to the Company's instructions, or modification or alteration of the Services by any party other than the Company. If the Services are in non-conformance with the foregoing undertaking, the Company will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide Subscriber with an alternative means of accomplishing the desired performance.

Support of clients using the training website is available between 09:00 and 17:00 Monday to Friday, excluding bank holidays. Clients can contact Isopharm on +44 (0)114 354 0139, ilearn@agiliosoftware.com or by using the website contact form to request support. We will endeavor to respond within one working day.

7) FEES AND PAYMENT.

- **Subscription Fee.** Subscriber agrees to pay the appropriate fee corresponding to the particular Services that it wishes to access for the applicable Subscription Term ("Subscription Fee"). The Company reserves the right to change the Subscription Fee with

respect to a Renewal Term with prior written notification. Unless otherwise expressly stated, all fees are non-cancellable and non-refundable. Subscriptions are non-transferable between employees and ex-employees.

- Pay as you go. This refers to a single payment for one course to provide one certificate when the User has successfully passed the course. Should the User fail a purchased course they can repeat until passed. The User is allowed to attempt to pass the course an unlimited number of times. Once the course is passed and a certificate is issued, the User will need to purchase the course again should they wish to repeat it. Unless otherwise expressly stated, all fees are non-cancellable and non-refundable.
- Free Trial. If Subscriber cancels a Free Trial before it expires, Subscriber's credit/debit card will not be charged. If Subscriber does not cancel before expiration of the Free Trial, Subscriber will automatically be enrolled in the appropriate membership (depending on Subscriber's Free Trial sign-up choice), and Subscriber's credit/debit card will be billed accordingly.
- Payment Details. Recurring charges are billed in advance of service. Subscriber agrees to provide the Company with valid, up-to-date and complete debit/credit card, contact and billing details. Subscriber further authorizes the Company to bill such debit/credit card on the Effective Date (and corresponding Renewal Dates, if appropriate) for the Subscription Fee due for the Subscription Term (and Renewal Term). If, for any reason, Subscriber's credit/debit card company refuses to pay the amount billed for the Services, Subscriber agrees that Company may, at its option, suspend or terminate Subscriber's subscription to the Services and require Subscriber to pay the overdue amount by other means acceptable to the Company. Company may charge a fee for reinstatement of suspended or terminated accounts. Subscriber agrees that until its subscription to the Services is properly terminated, it will continue to accrue charges for which it remains responsible, even if it does not use the Services. In the event legal action is necessary to collect on balances due, Subscriber agrees to reimburse the Company for all expenses incurred to recover sums due, including attorney fees and other legal expenses. Unless otherwise expressly stated, all fees are stated in United States dollars.
- Taxes. Subscriber is responsible for all applicable sales, use, transfer or other taxes and all duties, whether international, national, state, or local, however designated, which are levied or imposed by reason of the transaction contemplated hereby, excluding, however, income taxes on profits which may be levied against the Company.

8) TERM AND TERMINATION.

Term.

- General Subscription. Subscriber may subscribe to the Services for the applicable term of the specific Subscription commencing on the Effective Date ("Initial Term"). Thereafter, the Subscription will renew automatically on the corresponding anniversary date ("Renewal Date") of the Effective Date (each a "Renewal Term", and collectively with the Initial Term, the "Subscription Term"), until Subscriber notifies Company of its intention not to renew prior to the end of the then-current term.

- Free Trial Subscription. Subscriber may cancel a Free Trial at any time before it expires by following the relevant instructions. Continuance of the Subscription beyond the expiration of the Free Trial will incur the relevant fee.

Termination. The Company reserves the right to terminate or suspend access to all or any portion of the Services for violation or suspected violation of these Terms of Service.

Effect of Termination. Subscriber will have no further rights to access the Subscription Website. Termination will not affect the rights or liabilities of either party that accrued prior to termination.

Individual Subscription Termination. You may cancel any Subscription for any reason during the fourteen (14) day period from the Effective Date by sending written notice to the Company at ilearn@agiliosoftware.com If you do so, and with respect to any paying Subscription, Company may, but is not obligated to, charge you a proportionate amount of the Subscription Fee for the part of the Subscription that you have used.

9) CONFIDENTIALITY.

Subscriber agrees to maintain the confidentiality of the Company's Confidential Information. For the purposes of these Terms of Service, the term "Confidential Information" means all portions of the Services, including but not limited to, the Subscription Website.

10) THIRD PARTY LINKS OR INFORMATION.

This Website may contain links to other websites that are not operated by or related to Company. Company is not responsible for the content, accuracy or opinions expressed in such third party websites, and does not investigate, monitor, or check these websites for accuracy or completeness. The inclusion of any linked website on this Website does not imply approval or endorsement of the linked website by Company. A Subscriber that leaves this Website to access these third-party sites does so at its own risk.

11) DISCLAIMERS OF STATEMENTS/WARRANTIES.

SUBSCRIBER'S USE OF THE SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES IS AT ITS OWN RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY STATEMENTS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER COMPANY NOR ANY PERSON ASSOCIATED WITH COMPANY MAKES ANY STATEMENT, WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER COMPANY NOR ANYONE ASSOCIATED WITH COMPANY PROMISES THAT THE SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES OR ANY PORTION THEREOF, WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES OR THE WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL OTHERWISE MEET SUBSCRIBER'S NEEDS OR EXPECTATIONS. COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT

AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. NO VERBAL OR WRITTEN REPRESENTATIONS, INFORMATION OR ADVICE GIVEN BY COMPANY OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY.

12) LIMITATION OF LIABILITY.

COMPANY DOES NOT IN ANY WAY EXCLUDE OR LIMIT ITS LIABILITY FOR (I) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE; (II) FRAUD OR FRAUDULENT MISREPRESENTATION; OR (III) ANY OTHER MATTER FOR WHICH IT WOULD BE ILLEGAL FOR COMPANY TO EXCLUDE OR ATTEMPT TO EXCLUDE ITS LIABILITY.

THE FOLLOWING SECTION APPLIES TO INDIVIDUAL SUBSCRIBER RESIDENTS OF A EUROPEAN UNION MEMBER COUNTRY:

IN NO EVENT WILL COMPANY, ITS LICENSORS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL LOSSES (WHERE CONSEQUENTIAL LOSSES MEANS LOSS ARISING AS A SIDE EFFECT OF THE MAIN LOSS), WHICH ARE NOT A REASONABLY FORESEEABLE CONSEQUENCE OF SUCH MAIN LOSS OR DAMAGE, INCLUDING BUT NOT LIMITED TO (I) LOSS OF INCOME OR REVENUE; (II) LOSS OF BUSINESS; (III) LOSS OF PROFITS; (IV) LOSS OF ANTICIPATED SAVINGS; OR (V) LOSS OF DATA.

13) INDEMNITY.

Subscriber agrees to compensate and defend fully Company, its officers, employees, agents, successors and assigns, from and against any damages, losses, and expenses (including reasonable attorneys' fees) resulting from any third-party claim, action or demand arising out of any breach by Subscriber of any representation, warranty, covenant, obligation or duty of Subscriber under this Agreement.

14) SURVIVAL.

All provisions relating to proprietary rights, payment of fees, confidentiality, disclaimer of warranty, indemnification, and limitation of liability, shall survive the expiration or earlier termination of these Terms of Service.

15) CHANGES.

Except, for any provisions determining the primary contractual obligations of Subscriber and Company hereunder, Company has the right to revise and amend these Terms of Service from time to time to reflect changes in business needs including, but not limited to, changes in features and functionality, changes in market conditions, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in system capabilities. Changes are effective immediately upon posting and Subscriber's continued use of any of the Services

following the posting of revised Terms of Service means that Subscriber accepts and agrees to the changes, to the extent permitted by applicable laws.

16) ASSIGNMENT.

Subscriber may not transfer these Terms of Service, in whole or in part. Company may transfer these Terms of Service and/or subcontract some or all of its obligations hereunder at any time.

17) INJUNCTIONS.

Subscriber acknowledges that a breach of any confidentiality or proprietary rights provision of these Terms of Service may cause Company irreparable damage, for which the award of damages would not be adequate compensation. Consequently, Company may seek an injunction to prevent Subscriber from taking any and all acts in violation of those provisions, which remedy shall be cumulative and not exclusive, and Company may seek the entry of an injunction enjoining any breach or threatened breach of those provisions, in addition to any other relief to which Company may be entitled at law or in equity.

18) GOVERNING LAW AND VENUE.

These Terms of Service shall be construed and governed by the laws of England, without regard to the principles of conflict of laws thereof. Subscriber agrees and accepts that any legal action or proceeding shall be brought in the courts of England and Subscriber expressly waives any objection to personal jurisdiction, venue or forum non conveniens. Additionally, in the event of any dispute or claim relating to or arising out of these Terms of Service (including, but not limited to, any claims of breach of contract, tort, infringement), Subscriber agrees that all such disputes/claims will be resolved by the English courts system.

19) NOTICES.

Legal notices may be sent to info@agiliosoftware.com (if by email), or at Isopharm Limited, Unit 18, Jessops Riverside, 800 Brightside Lane, Sheffield, S9 2RX, (if by conventional mail). Notices to Subscriber may be sent either to the email address supplied in Subscriber's account or to the address supplied by Subscriber as part of its registration data. In addition, Company may broadcast notices or messages through the Website to inform of changes to the Website or other matters of importance, and such broadcasts shall constitute notice to Subscriber to the extent permitted by applicable law. Any notices or communication under these Terms of Service will be deemed delivered to the party receiving such communication (a) on the delivery date if delivered personally to the party; (b) two business days after deposit with a commercial overnight carrier, with written verification of receipt; (c) five business days after the mailing date, if sent by mail, return receipt requested; (d) on the delivery date if transmitted by email; or within three (3) days after Company posts a notice on the Website.

20) FORCE MAJEURE.

Company will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations that is caused by events outside its reasonable control (“Force Majeure Event”). A Force Majeure Event includes any act, event, non-happening, omission or accident beyond Company’s reasonable control including, but not limited to, restrictions of law, regulations, orders, or other governmental directives, labour disputes, acts of God, third party mechanical or other equipment breakdowns, terrorist attacks, fire, explosions, fibre optic cable cuts, interruption or failure of telecommunications or digital transmission links, Internet failures or delays, storms or other similar events.

21) PRIVACY POLICY, WEBSITE USE POLICY AND COOKIE POLICY.

Subscriber agrees to comply with the then-current Website Use Policy and Privacy Policy (collectively, the “Policies” and individually, the “Policy”). Company reserves the right to modify either Policy at any time, and to the extent permitted by applicable law, changes to the Policies are effective immediately upon posting on the Website. Subscriber’s continued use of any portion or all, of the Services, following the posting of a revised Policy means that Subscriber accepts and agrees to the changes. In the event of an express conflict between the Terms of Service and the terms of the Policies, the Terms of Service will prevail. The data that Company collects from a Subscriber may be transferred to, and stored at, a destination outside the European Economic Area (“EEA”). It may also be processed by staff operating outside the EEA who work for Company or for one of its service providers. Such staff maybe engaged in, among other things, the fulfillment of your order, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. Company will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with our Privacy Policy.

Isopharm is committed to protecting your privacy and developing technology that gives you the most powerful and safe online experience. This Privacy Policy applies to the Isopharm website and governs data collection and usage. By using the Isopharm website, you consent to the data practices described in this policy.

Collection of your Personal Information:

Isopharm collects personally identifiable information, such as your e-mail address, name, home or work address or telephone number.

There is also information about your computer hardware and software that is automatically collected by Isopharm. This information can include: your IP address, browser type, domain names, access times and referring website addresses. This information is used by Isopharm for the operation of the service, to maintain quality of the service, and to provide general statistics regarding use of the Isopharm website.

Please keep in mind that if you directly disclose personally identifiable information or personally sensitive data through Isopharm public message boards, this information may be collected and used by others. Note: Isopharm does not read any of your private online communications.

Isopharm encourages you to review the privacy policies of websites you choose to link to from Isopharm so that you can understand how those websites collect, use and share your information. Isopharm is not responsible for the privacy policies or other content on websites outside of the Isopharm and Isopharm family of websites.

Use of your Personal Information:

Isopharm collects and uses your personal information to operate the Isopharm website and deliver the services you have requested. Isopharm also uses your personally identifiable information to inform you of other products or services available from Isopharm and its affiliates. Isopharm may also contact you via surveys to conduct research about your opinion of current services or of potential new services that may be offered.

Isopharm does not sell, rent or lease its customer lists to third parties. Isopharm may, from time to time, contact you on behalf of external business partners about a particular offering that may be of interest to you. In those cases, your unique personally identifiable information (e-mail, name, address, telephone number) is not transferred to the third party. In addition, Isopharm may share data with trusted partners to help us perform statistical analysis, send you email or postal mail, provide customer support, or arrange for deliveries. All such third parties are prohibited from using your personal information except to provide these services to Isopharm, and they are required to maintain the confidentiality of your information.

Isopharm does not use or disclose sensitive personal information, such as race, religion, or political affiliations, without your explicit consent.

Isopharm keeps track of the websites and pages our customers visit within Isopharm, in order to determine what Isopharm services are the most popular. This data is used to deliver customized content and advertising within Isopharm to customers whose behaviour indicates that they are interested in a particular subject area.

Isopharm websites will disclose your personal information, without notice, only if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on Isopharm or the site; (b) protect and defend the rights or property of Isopharm; and, (c) act under exigent circumstances to protect the personal safety of users of Isopharm, or the public.

Isopharm do not store credit card details nor do we share customer financial details with any 3rd parties

Security of your Personal Information:

Isopharm secures your personal information from unauthorized access, use or disclosure. Isopharm secures the personally identifiable information you provide on computer servers in a controlled, secure environment, protected from unauthorized access, use or disclosure. When personal information (such as a credit card number) is transmitted to other websites, it is protected through the use of encryption, such as the Secure Socket Layer (SSL) protocol.

Changes to this Policy:

Isopharm will occasionally update this Privacy Policy to reflect company and customer feedback. Isopharm encourages you to periodically review this Policy to be informed of how Isopharm is protecting your information.

Cookie Policy:

Cookies are small text files stored in your browser which are used by the vast majority of websites for a variety of reasons, such as personalising your experience and recording how you use the website to help with future improvements.

During your visit to this website, if you have accepted cookies, you will automatically download these files to your device. The cookies we use do not identify you as an individual, only the device you are using. These cookies are a mixture of session cookies which are removed once you close your browser and persistent cookies which remain for longer, but are only active when you are on our website.

22) NO THIRD PARTY BENEFICIARIES.

No person or entity not a party to these Terms of Service will be deemed to be a third party beneficiary of these Terms of Service or any provision hereof.

23) SEVERABILITY.

If any provision of these Terms of Service are held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of these Terms of Service will remain in full force and effect.

24) WAIVER AND AMENDMENT.

If Company fails to insist upon strict performance of Subscriber's obligations under any of these terms and conditions, or if Company fails to exercise any of the rights or remedies to which it is entitled under these Terms of Service, this will not constitute a waiver of such rights or remedies and will not relieve Subscriber from compliance with such obligations. No waiver by Company of any default will constitute a waiver of any subsequent default, and no waiver by Company of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to Subscriber in writing.

25) DEFINING ONLINE TRAINING

As a subscriber to this online training, you agree that the term 'online training' is as defined by Isopharm Limited. As a subscriber you also understand that not all training required by dental professionals can be carried out online. For example, although medical emergencies online training is provided by Isopharm, it is recommended by the Resus Council that Resuscitation (CPR) is carried out via 'hands on' training for clinical staff.

26) iLearn Practice Reporting subscription

We offer an 'iLearn Practice Reporting subscription' service for clients who wish to enrol multiple staff members, be able to view their training and track their PDP, in a single payment transaction.

The iLearn Practice Reporting subscription includes the following features and functionality:

- Practice Management Dashboard

- View team members who are falling behind on their CPD, in particular highly recommended and recommended subjects.
- Check annual statements that are due.
- Easily access individuals who have fallen behind on their Personal Development Plan
- View all team members training records
- Course Assignment
- You can assign a course to team members and set a date for completion.
- The team member will then receive an email to let them know you have assigned them a course to complete and the date for completion.
- The team member will receive reminders as the date for completion comes closer and also after the date has lapsed.

'iLearn Practice Reporting subscription' is no different to 'individual subscription' and the terms and conditions provided on this page are applicable to each subscription type. It is not a discounted service.

The person who is organising the practice reporting subscription on behalf of their organisation is automatically deemed by Isopharm to be a decision maker and authorised to act on behalf of the organisation.

It is the responsibility of the person organising the practice reporting subscription on behalf of their organisation to ensure that permission is obtained, from each person that an account is being requested for, to supply personal information to Isopharm such as full name and private email address.

iLearn practice reporting subscription is calculated on a tiered system, based on number of named team member users. Payments are based on a charge for the practice reporting application tool plus the individual subscription fee for each named staff member an account has been requested for.

Tiered subscriptions fees (inc VAT)

- PR30 – 01 to 04 Members: £36
- PR60 – 05 to 09 Members: £72
- PR90 – 10 + Members: £108

Accounts will only be created upon successful receipt of funds. Payment can be made via the following methods, and depends on number of signups requested:

- 01 to 04 Members = Credit Card / Debit Card / BACS
- 05 to 10 Members = Credit Card / Debit Card / BACS
- 10 + Members = Credit Card / Debit Card / BACS

In instances where a staff member leaves the organisation, and the organisation has paid for an annual subscription to Isopharm training for that member, Isopharm are not obliged to refund any payments made, nor will Isopharm be involved with any disputes that arise between ex-staff members and the paying organisation.

Subscriptions are non-transferable between employees and ex-employees.

26) GROUP SIGN-UP

We offer a group signup service for clients who wish to enroll multiple staff members in a single payment transaction.

'Group subscription' is no different to 'individual subscription' and the terms and conditions provided on this page are applicable to each subscription type. Isopharm group signup is provided for convenience and allows an organisation to subscribe many members of staff rather than individual signup. Group signup is not a discounted service.

The person who is organising the group signup on behalf of their organisation is automatically deemed by Isopharm to be a decision maker and authorised to act on behalf of the organisation.

It is the responsibility of the person organising the group signup on behalf of their organisation to ensure that permission is obtained, from each person that an account is being requested for, to supply personal information to Isopharm such as full name and private email address.

Accounts will only be created upon successful receipt of funds. Payment can be made via the following methods, and depends on number of signups requested:

- 01 to 04 Members = BACS
- 05 to 9 Members = BACS
- 10 + Members = BACS

In instances where a staff member leaves the organisation, and the organisation has paid for an annual subscription to Isopharm training for that member, Isopharm are not obliged to refund any payments made, nor will Isopharm be involved with any disputes that arise between ex-staff members and the paying organisation.

Subscriptions are non-transferable between employees and ex-employees.

29) COMPLETE UNDERSTANDING.

These Terms of Service, together with the Website Policy and the Privacy Policy, constitute the sole and entire agreement between Subscriber and Company with respect to the Services and supersedes all prior and contemporaneous understandings, agreements, representations, warranties or terms and conditions, both written and oral, with respect to the Services.