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# TERMS AND CONDITIONS OF ONLINE SERVICES

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## TERMS AND CONDITIONS OF ONLINE SERVICES

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These terms constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“Customer”, “you”, “your”) and Caroni River Group UK LLP, incorporated and registered in England and Wales with partnership number OC432235, having its registered office is at Crown House, 27 Old Gloucester Street, London, WC1N 3AX, trading as **Caroni River Group** (“we”, “us”, “our”), concerning your access to and use of the website [www.caroniriver.com](http://www.caroniriver.com) as well as any other media form, media channel, mobile application related, linked, or otherwise connected thereto (collectively, “our website”).

The Customer wishes to engage Caroni River Group for the provision of its Services, and Caroni River Group is willing to provide its Services to the Customer, in accordance with the terms and conditions of this Agreement.

You agree that by accessing our website, you have read, understood, and agree to be bound by all these Terms and Conditions. If you do not agree these Terms and Conditions, then you are expressly prohibited from setting up a user account our website and you must discontinue use immediately.

These are the terms on which we supply online courses, services and any other digital product to you. Caroni River Group reserves the right to modify these terms at any time without advance notice. Any changes to these terms will be effective immediately upon posting on this page, with an updated effective date. By accessing our website after any changes have been made, you signify your agreement on a prospective basis to the modified Terms and Conditions and all of the changes.

It is your responsibility to periodically review these Terms and Conditions to stay informed of updates. Be sure to return to this page periodically to ensure familiarity with the most current version of these Agreement.

Any version of this Agreement in a language other than English is provided for convenience and you understand and agree that the English language version will control if there is any conflict.

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## **1. DEFINITIONS AND INTERPRETATION**

### **1.1. Definitions**

In these Terms all words and expressions have the same meaning as described below unless otherwise provided or where the context otherwise requires.

- i. “Customer” has the meaning assigned in this Agreement and shall include its legal successors and permitted assignees.
- ii. “Intellectual Property Rights” or “IPR” means all rights therein in any part of the world including any patent, patent application, utility model, rights to invention, copyright, design, trade mark, trade mark application, trade name, trade secret, service mark, business name, domain name, invention, formula, specification, drawing, technique, design right, database right, common coding library, computer software, technical information and all other intellectual property rights, in each case whether registered or unregistered, and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights, and all similar or equivalent rights, or forms of protection.
- iii. “Losses” means any claims, losses, demands, actions, third party claims, damages, costs (including court costs and legal fees), fines, liabilities, obligations, liens and expenses.
- iv. “Personal Data” is information that relates to an identified or identifiable person who could be identified, directly or indirectly based on the information, which is in the possession of, or is likely to come into the possession of, Caroni River Group and any other legal definition of what counts as Personal Data in the UK.
- v. “Products” means the online courses provided to you by us or any other digital content that we provide to you in consideration of a fee paid by you or as a bonus in addition to something that you have already purchased from us. This includes, but is not limited to, the Digital Products referred to in clause 11.2.i.
- vi. “Services” refer to both the Tutoring Services provided by the Instructor and any other online service provided by us under this Agreement.
- vii. “Tutoring Services” means the provision of online tutoring by the Instructor by way of online individual lessons in real-time, suitably tailored to meet your individual requirements.
- viii. “VAT” means value added tax, chargeable under the English law for the time being (e.g. Value Added Tax Act 1994) and any similar additional tax.

### **1.2. Interpretation**

- i. References to “clauses” are to the clauses of this Agreement.



- ii. A reference to “our website” is to WWW.CARONIRIVER.COM
- iii. Clauses and paragraph headings shall not affect the interpretation of this Agreement.
- iv. Unless the context otherwise requires, words in the singular shall include the plural, and words in the plural shall include the singular.
- v. Any words following the terms “including”, “include”, “in particular”, “for example”, or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase, or term, preceding or following those terms.
- vi. A reference to “writing” or “written” includes fax and e-mail.
- vii. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- viii. A reference to a “person” includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).
- ix. A reference to a “party” shall include that party’s personal representatives, successors, and permitted assigns.
- x. A reference to a “company” shall include any company, corporation, or other corporate body, wherever and however incorporated or established.
- xi. A reference to a “holding company” or a “subsidiary”, means a holding company or subsidiary as defined in section 1159 of the Companies Act 2006, and a company shall be treated for the purposes only of the membership requirement contained in section 1159(1)(b) and (c), as a member of another company, even if its shares in that other company are registered in the name of (a) another person, by way of security or in connection with the taking of security, or (b) its nominee.
- xii. A reference to a “statute” or “statutory provision” shall include all subordinate legislation made from time to time, under that statute or statutory provision.
- xiii. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- xiv. If the Customer enters into this Agreement as agent for or on behalf of any other person or party the Customer represents and warrants that it has the requisite authority to enter into this Agreement for all such persons or parties.
- xv. If the Customer of one or more persons or parties, the obligations of the Customer under this Agreement shall be severally liable for all obligations pursuant to this Agreement.

## **2. USER ACCOUNTS**

- 2.1. You need a user account for most activities on our website, including to purchase and enroll in a course or to purchase any other digital product. When setting up and maintaining your account, you must provide and continue to provide accurate and complete information, including a valid email address.



- 2.2. In order to create a user account, you must provide your full name, an email address, your country or region of residence, and a user password. In setting up your user account, you may be prompted to enter additional optional information (e.g., your year of birth, your profession, your job title, your employer name). You represent that all information provided by you is accurate and current. You agree to maintain and update your information to keep it accurate and current.
- 2.3. You have complete responsibility for your account and everything that happens on your account, including for any harm or damage (to us or anyone else) caused by someone using your account without your permission. This means you need to be careful with your password. You may not transfer your account to someone else or use someone else's account. If you contact us to request access to an account, we will not grant you such access unless you can provide us with the information that we need to prove you are the owner of that account. In the event of the death of a user, the account of that user will be closed.
- 2.4. You must be at least 18 years of age to create an account on our website and use our Services. If you are younger than 18 but above the required age for consent to use online services where you live (for example, 13 in the US or 16 in Ireland), you may not set up an account, but we encourage you to invite a parent or guardian to open an account and help you enroll in courses that are appropriate for you. If you are below this age of consent to use online services, you may not create a user account. If we discover that you have created an account that violates these rules, we will terminate your account.
- 2.5. We care about the confidentiality and security of your personal information. Please see the [Privacy Policy](#) for more information about the collection and use of Personal Data on our website.
- 2.6. You can terminate your user account with us at any time by signing into your account and click the Close Account button. You will close your account permanently and lose access any training records we keep of you. Check our [Privacy Policy](#) to see what happens when you terminate your account.

### **3. YOUR RIGHT TO USE CONTENT ON OUR WEBSITE**

- 3.1. We grant you a limited, non-exclusive, non-transferable license to access and view the courses and associated digital content for which you have paid all required fees, solely for your personal, non-commercial, educational purposes through the Services, in accordance with these Terms and any conditions or restrictions associated with a particular courses or feature of our Services. All other uses are expressly prohibited. You may not reproduce, redistribute, transmit, assign, sell, broadcast, rent, share, lend,



modify, adapt, edit, create derivative works of, sublicense, or otherwise transfer or use any course or part or its content unless we give you explicit permission to do so in a written agreement signed by an authorized representative of Caroni River Group. This also applies to content you can access via any of our mobile applications.

- 3.2. Unless indicated as being in the public domain, the content on our website is protected by United Kingdom and foreign copyright laws. Unless otherwise expressly stated on the website, the texts, exams, video, images, and other instructional materials provided with the courses and programs offered on our website are for your personal use in connection with those courses and products only. Certain reference documents, digital textbooks, articles, and other information on our website are used with the permission of third parties, and use of that information is subject to certain rules and conditions, which may be posted along with the information.
- 3.3. By using our website, you agree to abide by all such rules and conditions. You agree to retain all copyright and other notices on any content you obtain from our website. All rights in the website and its content, if not expressly granted, are reserved.

#### **4. YOUR ORDER WITH US**

- 4.1. We will send you an email to confirm our acceptance of the order you have placed, at which point these Terms and Conditions will come into existence between us.
- 4.2. If we are unable to accept your purchase, we will inform you of this and will not charge you for the products or services. Reasons for this may be because:
  - i. of unexpected limits on our resources which we could not reasonably plan for;
  - ii. we have identified an error in the price or description of the product or service; or
  - iii. any other reason which we shall notify you of in writing.
- 4.3. If your order is accepted, we will assign a reference number to your order and will notify you of this by email.

#### **5. USING OUR WEBSITE AT YOUR OUW RISK**

- 5.1. Given the variety and specialization of the course content in our website, we only perform a high level review and edit (if required) of the course content from a technical point of view and we always agree any changes or modification with the course provider. We do not review or edit the courses for legal issues, and we are not in a position to determine the legality of course content. We do not exercise any editorial control over the courses that are available on the platform and, as such, do not guarantee in any manner the reliability, validity, accuracy, or truthfulness of the courses. If you enroll in a



course, you rely on any information provided by an Instructor (or course provider) at your own risk.

- 5.2. By using the Services, you may be exposed to content that you consider offensive, indecent, or objectionable. Caroni River Group has no responsibility to keep such content from you and no liability for your access or enrollment in any course, to the extent permissible under applicable law. You assume full responsibility for the choices you make before, during, and after your enrollment in a course.
- 5.3. The images and descriptions of the courses and Services on our website are for illustrative purposes only. Although we have made every effort to display the course information accurately, we cannot guarantee that descriptions and images of our courses are accurate, complete, current, or error-free. The descriptions and availability of products will be subject to change, withdrawal or discontinuance at our absolute discretion and without the need to assign a reason thereof. We will not be liable in any way for any inaccuracy, errors or discrepancies in relation to any product or service offered. We reserve the right to reject or cancel your order resulting from such inaccuracy, errors or discrepancies, without liability.

## **6. USER GENERATED CONTRIBUTIONS**

- 6.1. You may be invited to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on our website, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions").
- 6.2. Contributions may be viewable by other users of our website and through third-party websites. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you thereby represent and warrant that:
  - i. the creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party;
  - ii. you are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, and other users of our website to use your Contributions in any manner contemplated by our website and these Terms and Conditions;



- iii. you have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by our website and these Terms and Conditions;
  - iv. your Contributions are not false, inaccurate, or misleading;
  - v. your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation;
  - vi. your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us);
  - vii. your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone;
  - viii. your Contributions do not advocate the violent overthrow of any government or incite, encourage, or threaten physical harm against another;
  - ix. your Contributions do not violate any applicable law, regulation, or rule;
  - x. your Contributions do not violate the privacy or publicity rights of any third party;
  - xi. your Contributions do not contain any material that solicits personal information from anyone under the age of 18 or exploits people under the age of 18 in a sexual or violent manner;
  - xii. your Contributions do not violate any law concerning child pornography, or otherwise intended to protect the health or well-being of minors;
  - xiii. your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap; and
  - xiv. your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms and Conditions, or any applicable law or regulation.
- 6.3. Any use of our website in violation of the foregoing violates these Terms and Conditions and may result in, among other things, termination or suspension of your rights to use our website.
- 6.4. By posting your Contributions to any part of our website, you automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial, advertising, or otherwise, and to prepare derivative works of, or incorporate into other works, such Contributions, and grant and authorize sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels.



- 6.5. This license on your Contributions will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide. You waive all moral rights in your Contributions, and you warrant that moral rights have not otherwise been asserted in your Contributions.
- 6.6. We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on our website.

## **7. CERTIFICATES**

- 7.1. Caroni River Group and our partners may offer Verified Certificates of Achievement (a "Verified Certificate") for courses purchased with us and where we have been able to verify that you have successfully completed the training course and its assessments.
- 7.2. We need to conduct an ID verification process in order to authenticate your identity for a Verified Certificate, you will be prompted to take a webcam photo of yourself, as well as a photo of an acceptable form of photo ID. The ID verification process is included in the course fee, so you do not need to pay extra fee. Any of the following documents may be required to verify your identity:
- i. Government or State-issued driver's license
  - ii. Passport
  - iii. National ID card
  - iv. State or Province ID card

In order to be accepted, your photo ID must:

- i. Contain your full name exactly (excluding hyphens, accents, and spaces);
  - ii. Your full name must be legible;
  - iii. Contain a relatively current and good quality photograph of yourself;
  - iv. Be an original document; photocopied documents cannot be accepted; and
  - v. Be current and valid; expired documents cannot be accepted.
- 7.3. You acknowledge that if you do not possess a photo ID meeting the criteria described above, we are unable to provide you with a Verified Certificate. You have up to 60 continuous days from the moment you have completed your course to provide an acceptable photo ID. You agree you will not claim any refund or refund credit if you do



not provide an acceptable photo ID for us to verify your identity, even if you are within the period of changing your mind.

## **8. CHANGES TO COURSE CONTENT OR ANY OTHER PRODUCT**

8.1. We may change the course or its content or any other product you have purchased:

- i. to improve interactivity to your course design and update course content. For example, swapping out older graphics, videos and images or adding new videos, images, background music, and audio clips;
- ii. to change, improve or add exams and assessments improving interactivity to be able to monitor your performance and pinpoint areas for improvement;
- iii. to reflect changes in existing industry standards, guidelines and best practices;
- iv. to reflect the introduction of new industry standards, guidelines and best practices;
- v. to address an identified lack of accuracy, error, inaccuracy, potential infringement of copyright;
- vi. to reflect changes in our Policies and Consumer Terms and Conditions;
- vii. to reflect changes in relevant laws and regulatory requirements; and
- viii. to implement minor technical adjustments and improvements, for example, to address a security threat.

8.2. If possible, we will inform you of any changes to the course or its content, the timing of the change, or anything else that in our sole discretion we deem necessary to be reported as a result of the change.

8.3. If you think that something needs to be changed to the course or product you have purchased, please email us at [e-learning@caroniriver.com](mailto:e-learning@caroniriver.com). We will let you know if the change is possible.

## **9. PRICE AND PAYMENT**

9.1. The price of the product will be the price indicated on our website when you placed your order. The prices of courses and any other digital content on our website are determined based on the terms agreed with the course provider or our partners. We use our best efforts to ensure that the price of the product advised to you is correct.

9.2. Prices for individual courses are as advertised on our website and are exclusive of VAT. Where required, VAT will be added to the advertised price to arrive at the final total cost. The course price includes provision of the enrolment key to access the course you purchased on our learning platform, assessments, exams, quizzes, and all necessary training materials and, as appropriate, the cost of the digital Verified Certificate of



Achievement. It does not include tutor support, printed Certificate of Achievement, shipping, packaging, or any other cost.

- 9.3. We may vary our prices from time to time, which we will do by updating our website. Price changes will not be retrospective unless otherwise notified to you.
- 9.4. We regularly run promotions and sales for our courses and certain courses are only available at discounted prices for a set period of time. The price applicable to a course will be the price at the time you complete your purchase of the course. Any price offered for a particular course may also be different when you are logged into your account from the price available to users who aren't registered or logged in, because some of our promotions are available only to new users.
- 9.5. You agree to pay the fees for courses or any other digital content or Services that you purchase, and you authorize us to charge your debit or credit card or process other means of payment (such as SEPA, direct debit, or mobile wallet) for those fees. We work with third party payment processing partners to offer you the most convenient payment methods in your country and to keep your payment information secure. Check out our [Privacy Policy](#) for more details.
- 9.6. We accept payment with all major debit and credit cards. You must pay for any service, course or digital content in advance of receiving those courses, services, or digital content.
- 9.7. If you are located in a country where use and sales tax, goods and services tax, or value added tax is applicable to consumer sales, we are responsible for collecting and remitting that tax to the proper tax authorities. Depending on your location, the price you see may include such taxes, or tax may be added at checkout.

## **10. REFUNDS AND REFUND CREDITS**

- 10.1. If the course you purchased is not what you were expecting, you can request, within 14 days of your purchase of the course, that Caroni River Group apply a refund to your account. We reserve the right to apply your refund as a refund credit or a refund to your original payment method, at our discretion, depending on capabilities of our payment processing partners, the platform from which you purchased your course (website or mobile app), and other factors. No refund is due to you if you request it after the 14-day guarantee time limit has passed. However, if a course you previously purchased is disabled for legal or policy reasons, you are entitled to a refund beyond this 14-day limit.
- 10.2. If we decide to issue refund credits to your account, they will be automatically applied towards your next course purchase on our website, but can't be used for purchases of



services. Refund credits may expire if not used within one-year period, or if this has no cash value.

- 10.3. Caroni River Group reserves the right to refund you beyond the 14-day limit in cases of suspected or confirmed account fraud.
- 10.4. We will make any refunds due to you as soon as possible, depending on capabilities of our payment processing partners, the platform from which you purchased your course (website or mobile app), and other factors. You acknowledge and agree that your refund or refund credit will be made within 14 days of telling us you have changed your mind.
- 10.5. If you are exercising your right to change your mind where the product you purchased is a Service, we may deduct from any refund, an amount for the supply of the Service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.
- 10.6. At our discretion, if we believe you are abusing our refund policy, such as if you've consumed a significant portion of a course that you want to refund or if you've previously refunded a course, we reserve the right to deny your refund, ban your account, and/or restrict all future use of our e-learning platform. If we ban your account or disable your access to a course due to your violation of these Terms or the [Rules for Online Conduct](#), you will not be eligible to receive a refund.

## **11. WE MAY SUSPEND THE SUPPLY OF PRODUCTS**

- 11.1. We may suspend the supply of a product to:
  - i. Deal with technical problems or make minor technical changes.
  - ii. to improve interactivity to your course design and update course content. For example, swapping out older graphics, videos and images or adding new videos, images, background music, and audio clips;
  - iii. to change, improve or add exams and assessments improving interactivity to be able to monitor your performance and pinpoint areas for improvement;
  - iv. to reflect changes in existing industry standards, guidelines and best practices;
  - v. to reflect the introduction of new industry standards, guidelines and best practices;
  - vi. to address an identified lack of accuracy, error, inaccuracy, potential infringement of copyright;
  - vii. to reflect changes in our Policies and these Terms;
  - viii. to reflect changes in relevant laws and regulatory requirements; and



- ix. to implement minor technical adjustments and improvements, for example, to address a security threat.
- 11.2. We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency.
- 11.3. We are not responsible for delays outside our control (e.g. technical issues with cloud server providers). If these delays occur, we will contact you as soon as possible to let you know and will take steps to minimize the effect of the delay. Provided we do this, we will not be liable for delays caused by the event, but if there is a risk of substantial delay, you may contact us to end the contract and receive a refund for any products you have paid for, but not received.
- 11.4. You may contact us to end the contract for a product if we suspend it or tell you we are going to suspend it, and we will refund any sums you have paid in advance for the products paid for but not received.

## **12. YOUR RIGHT TO CHANGE YOUR MIND**

- 12.1. For any services and products bought online, you have a legal right to change your mind within 14 days and receive a refund. Please note, these terms reflect the goodwill guarantee offered by Caroni River Group of Crown House, 27 Old Gloucester Street, London, WC1N 3AX to its customers.

### **WHERE YOU MAY NOT HAVE THE RIGHT TO CHANGE YOUR MIND**

- 12.2. You do not have the right to change your mind in respect of:
  - i. Digital products (including courses and its content, software, e-books, audio books, PDFs, or other electronic templates, books or reports), after you have started to download or stream these.
  - ii. Services, once these have been completed, even if the cancellation period is still running.

### **THE TIME YOU HAVE TO CHANGE YOUR MIND**

- 12.3. How much time you have to change your mind depends on what you have ordered and how it is delivered:
  - i. If you have bought services, you have 14 days after the date we email you to confirm we accept your order. However, once we have completed the services, you cannot change your mind, even if the period is still running. If you cancel after we have started the



services, you must pay us for the services provided up until the time you tell us that you have changed your mind.

- ii. If you have bought digital content for download or streaming (for example, our online courses or content), you have 14 days after the date we email you to confirm we accept your order, or, if earlier, until you start downloading or streaming. If we delivered the digital content to you immediately, and you agreed to this when ordering, you will not have a right to change your mind.

#### **WHERE THERE IS NO RIGHT TO CHANGE YOUR MIND**

12.4. If we are not at fault and you do not have a right to change your mind, you can still end the contract before it is completed, but you may have to pay us compensation, which will be determined by us at our sole discretion. To clarify when a contract is complete:

- i. A contract for an online course or any other digital content is completed when the product is the enrolment key is delivered, or when the course or digital content is accessed, downloaded, or streamed, and paid for.
- ii. A contract for online services is completed when we have finished providing the services and you have paid for them.

#### **13. YOUR RIGHTS TO END THE CONTRACT**

13.1. You can always end your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, and when you decide to end the contract:

- i. If what you have bought is faulty or misdescribed, you may have a legal right to end the contract, or to get the product repaired or replaced, or a service re-performed, or to get some, or all of your money back.
- ii. If you are ending the contract because of something we have done or have told you we are going to do.
- iii. If you have just changed your mind about the product, see clause 11.4. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions.



- 13.2. If you are ending the contract for a reason set out at clause 12, the contract will end immediately, and we will refund you in full for any products which have not been provided.

#### **HOW TO END THE CONTRACT WITH US**

- 13.3. Email us at [getsupport@caroniriver.com](mailto:getsupport@caroniriver.com) telling us you want to end the contract with us. Please provide your full name, home address, details of your order, product description, and where available, your telephone number and email address. Our customer service team will contact you as soon as possible.

### **14. OUR RIGHTS TO END THIS AGREEMENT**

#### **WE MAY END THE CONTRACT IF YOU BREAK ITS TERMS**

- 14.1. We may end this Agreement at any time, if:
- i. you have tried several times to make the payment without success or the payment method you are using seems to be invalid;
  - ii. there is any suspicion that the information or the Personal Data provided by you when signing up or creating your user account in our website is false;
  - iii. you do not make any payment to us when it is due and you still do not make payment within 5 days of us reminding you that payment is due; or
  - iv. you do not, within a reasonable time of our request, provide us with information that is necessary for us to provide the services or products.

#### **YOU MUST COMPENSATE US IF YOU BREAK THE CONTRACT**

- 14.2. If we end the contract in the situations set out in clause 13.1, we will refund any money you have paid in advance for the products or services we have not provided but we may deduct or charge you as compensation for the net costs we will incur as a result of you breaking the contract.

#### **WE MAY WITHDRAW THE PRODUCT**



- 14.3. We may write to you to let you know that we are going to stop providing the course, product or service and will refund any sums you have paid in advance for products which will not be provided.

## **15. IF THERE IS A PROBLEM WITH THE PRODUCT**

- 15.1. If you have any questions or complaints about the product, please email us at [getsupport@caroniriver.com](mailto:getsupport@caroniriver.com)
- 15.2. We are under a legal duty to supply course and digital products of satisfactory quality and that are in conformity with these terms. We will respect your key legal rights as a customer in relation to the course, product or service purchased from us. Nothing in these terms will affect your legal rights.

## **16. INTELLECTUAL PROPERTY**

- 16.1. You acknowledge that we own the intellectual property (including copyright) in our websites or in any/all products or services purchased from us. In some cases, where the product is provided by one of our partners or a third party, you acknowledge that the intellectual property in that product is owned by our partner or the third party.
- 16.2. You also acknowledge that use of our website, or purchase of products or services from our website, does not provide any licence for the use and/or modification of our intellectual property (including trademarks and other copyrights) other than in circumstances specifically identified and provided for in relation to a specific product.
- 16.3. We reserve our right to claim both damages and injunctive relief for any breach by you of our intellectual property rights. You acknowledge that for the purposes of this clause, damages would not be a sufficient remedy.

## **17. TRADEMARKS**

- 17.1. Use of Caroni River Group, other Partner Names, Trademarks, and Service Marks.
- 17.2. The "Caroni River Group" name, logo and seal are trademarks ("Trademarks") of us. Likewise, the names, logos, and seals of the other Partners are Trademarks owned by the respective Partner. You may not use any of these Trademarks, or any variations thereof, without the owner's prior written consent. You may not use any of these Trademarks, or any variations thereof, for promotional purposes, or in any way that deliberately or



inadvertently claims, suggests or, in the owner's sole judgment, gives the appearance or impression of a relationship with or endorsement by the owner.

- 17.3. All Trademarks not owned by us or other partner that appear on our website or on or through the services made available on or through our website, if any, are the property of their respective owners.
- 17.4. Nothing contained on our website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on our website without the written permission of the owner of the applicable Trademark.

## **18. COPYRIGHT INFRINGEMENTS**

- 18.1. We respect the intellectual property rights of others. If you believe that any material available on or through our website infringes upon any copyright or trademark right you own or control, please immediately notify us using the email address [getsupport@caroniriver.com](mailto:getsupport@caroniriver.com). Your Notification will be revised by us and a copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification.
- 18.2. Please be advised that in some jurisdictions you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that material located on or linked to by the Site infringes your copyright, you should consider first contacting an attorney.]

## **19. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

- 19.1. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of us breaking this contract, 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 the contract was made, both we, and you, knew it might happen. For example, if you discussed it with us during the sales process.
- 19.2. A failure or delay by a party to exercise any right or remedy provided under this Agreement, or by law, shall not constitute a waiver of that, or any other, right or remedy.
- 19.3. We do not exclude or limit, in any way, our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents, or subcontractors; for fraud or fraudulent



misrepresentation; for breach of your legal rights in relation to defective products under the Consumer Protection Act 1987.

- 19.4. If the defective digital content which we have supplied, damages a device or digital content belonging to you, we shall not be liable for any losses that you may suffer as a result of this content.
- 19.5. We only supply the products for domestic and private use. If you use the products for any commercial, business, or re-sale purpose, we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 19.6. These Terms and Conditions operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable to you for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control; whether in contract, tort, or restitution, or breach of statutory duty, or otherwise, for any:
- i. Loss of profit.
  - ii. Loss of goodwill.
  - iii. Loss of business.
  - iv. Loss of business opportunity.
  - v. Loss of anticipated saving.
  - vi. Loss of corruption of data or information.
  - vii. Special, indirect, or consequential damage or loss suffered by you arising under, or in connection with, this Agreement.

## **HOW WE MAY USE YOUR PERSONAL INFORMATION**

- 19.7. We will only use your personal information as set out in our [Privacy Policy](#).

## **20. LIMITATION OF LIABILITY**

- 20.1. There are risks inherent to using our Services. You fully accept these risks and you agree that you will have no recourse to seek damages against even if you suffer loss or damage from using our website, products and services. In legal, more complete language, to the extent permitted by law, we (and our subsidiaries, suppliers, partners, and agents) will not be liable for any indirect, incidental, punitive, or consequential damages (including loss of data, revenue, profits, or business opportunities, or personal injury or death), whether arising in contract, warranty, tort, product liability, or otherwise, and even if we have been advised of the possibility of damages in advance.



- 20.2. Our liability (and the liability of each of our subsidiaries, suppliers, partners, and agents) to you or any third parties under any circumstance is limited to the greater of one hundred pounds (GBP 100) or the amount you have paid us in the three (3) months before the event giving rise to your claims. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so some of the above may not apply to you.

## **21. TRANSFER OF RIGHTS AND OBLIGATIONS UNDER THESE TERMS**

- 21.1. We may transfer our rights and obligations under this Agreement, to another organization.
- 21.2. You may only transfer your rights or your obligations under this Agreement, to another person, if we agree to this in writing.

## **22. THIRD PARTY RIGHTS**

- 22.1. This agreement is between you and us. Nobody else has any rights under this Agreement and no other person shall any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

## **23. MISCELLANEOUS**

- 23.1. These Terms and Conditions and any policies or operating rules posted by us on our website constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms and Conditions shall not operate as a waiver of such right or provision.
- 23.2. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms and Conditions or use of the website owned by us. You agree that these Terms and Conditions will not be construed against us by virtue of having drafted them.
- 23.3. These Terms and Conditions operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time.
- 23.4. If any provision or part of a provision of these Terms and Conditions is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms and Conditions and does not affect the validity and



enforceability of any remaining provisions which will remain in full force and continue in effect.

23.5. You hereby waive any and all defenses you may have based on the electronic form of these Terms and Conditions and the lack of signing by the parties hereto to execute these Terms and Conditions.

23.6. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of you breaking this Agreement, 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. For example, if you miss a payment and we do not chase you, but we continue to provide the products or services, we can still require you to make the payment at a later date.

## **24. GOVERNING LAW**

24.1. This Agreement, and any dispute or claim arising out of, or in connection with, it, or its, subject matter or formation (including non-contractual disputes), shall be governed by, and construed in accordance with, the law of England and Wales. Except, if you live in Scotland, you may bring legal proceedings in respect of the products in either the Scottish or the English courts, and if you live in Northern Ireland, you may bring legal proceedings in either the Northern Irish or the English courts.

## **25. HOW TO CONTACT US**

25.1. You can contact us by writing to us at [getsupport@caroniriver.com](mailto:getsupport@caroniriver.com). Our team is always pleased to answer your questions, concerns, and comments about our Services.

25.2. If we must contact you, we will do so by the telephone number, email address, or postal address you provided to us when setting up your user account.

**BY PLACING AN ORDER WITH US, YOU AGREE TO THESE TERMS AND CONDITIONS**

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