IAOCR - Terms and Conditions

Important Note Regarding Terms and Conditions:

If you are purchasing an online accreditation program you must read and accept the 'Terms and Conditions of Sale for IAOCR Accreditation Programs' (below) before completing your purchase. This set of terms includes important information about assessment completion, cancellation and deferral of program start date. Thank you.

Terms and Conditions of Sale for IAOCR Accreditation Programs

1 The Contract Between Us

- 1.1 These terms and conditions of purchase (Terms) govern the provision of services in respect of the online accreditation programs by IAOCR Limited (we, us or our) to you.
- 1.2 You should read these Terms carefully before purchasing the accreditation programs. By accessing the accreditation programs or otherwise indicating your consent, you agree to be bound by these Terms. If you do not agree with any of these Terms, you should not buy the accreditation programs.
- 1.3 Any contract for purchase of our accreditation programs made through the website will be with IAOCR Limited, whose registered office is situated at Bray Business Centre, Weir Bank, Monkey Island Lane, Bray, Berkshire, England SL6 2ED and our company registration number is 07677372.
- 1.4 We must receive payment of the whole of the price for the accreditation program that you order, before your order can be accepted and the contract formed. Payment is taken when you enrol on or before the registration date for a specific accreditation program. The start date for that accreditation program will be specified on the website. Once payment has been received by us, we will confirm that your order has been received by sending an email to you at the email address you provide on your registration form at point of purchase. The confirmation email will include your name, the order number and the total price, along with next steps for the accreditation assessment process. Our acceptance of your order brings into existence a legally binding contract between us on these Terms. Any term sought to be imposed by you in your order will not form part of the contract
- 1.5 We are entitled to withdraw from any contract in the case of obvious errors or inaccuracies regarding the accreditation programs appearing on our website. If an error or inaccuracy is discovered with regards to the advertised price of an accreditation program(s) that you have ordered, we will contact you as soon as possible by email. This will be to inform you of the correct price of the accreditation program(s) and to ask you if you wish to continue with the order at the amended price, or to cancel the order altogether.

2 Withdrawal by an Individual from The Contract

- 2.1 If you are buying our services as an individual, you may withdraw your order for accreditation program(s) at any time up to the end of the fourteenth day after you have enrolled for the accreditation program (the Cooling Off Period). You do not need to give us any reason for withdrawing your order nor will you have to pay any penalty.
- 2.2 As an individual, the only circumstance in which you cannot withdraw your order is where you have activated the accreditation program by accessing the online assessment portal, in which event your order is final and binding. (You will normally be sent a link, by email, to the online assessment portal one working day before the start date of your accreditation program).
- 2.3 To withdraw your order during the Cooling Off Period you must notify us in writing by sending an email to info@iaocr.com.
- 2.4 Once you have notified us that you are withdrawing your order, any sum debited from your debit or credit card will be re-credited to your account as soon as possible and in any event within 30 days of your email.

3 Self-Certification & Completion of Online Assessment

- 3.1 When buying an accreditation program you are undertaking to complete the registration and self-certification processes honestly and accurately. You will be required to confirm whether you have the required background training, education and/or work experience for the competencies that will be assessed. You can verify whether you meet these requirements by reviewing the list of competencies on the website against which you will be assessed. It is important that you assess yourself against these competencies accurately and honestly as the accreditation program is not a training program but rather a program which assesses whether you can demonstrate the relevant competences to gain the accreditation standard.
- 3.2 You agree that you will ensure that (i) all the answers submitted by you as part of the assessment will be entirely your own work; (ii) you have received no assistance or input that is not your own; (iii) you will provide answers based on your own knowledge and experience; and (iv) you will not copy or plagiarise work of others, regardless of whether it has been published. Please note that anomalous or atypical answers may result in individual verification via interview to ensure the work submitted is the individual's own original work. The use of Al or internet searches will result in disqualification.
- 3.3 Where you pass the assessment and are awarded accreditation, you acknowledge that this is based on your competence at the time of passing the assessment, that ongoing competence cannot be guaranteed due to changes in

personal and work circumstances, and that you will be committed to continuing your professional development in line with up-to-date industry best practice standards.

- 3.4 You acknowledge that we have the right to withdraw assessment services and/or accreditation services with immediate effect and pending investigation if fraudulent activity is suspected. We will make the final decision and no refund or compensation will be provided. If fraudulent activity takes place it will be logged against your name on the IAOCR Register of Accredited Clinical Research Professionals and held on record for a period of 10 years during which time you will not be eligible to participate in any of our accreditation or assessment activities.
- 3.5 All of our accreditation programs are developed from global core competency frameworks ratified by the industry for that specific role. However, they do not assess competency in local/country laws or regulations that may be applicable to your role in your region/country. Please ensure that you take responsibility to be competent in any relevant local/country legislation in addition to receiving IAOCR international accreditation.

4 Registration and Password Security

- 4.1 Use of the accreditation assessment programs through the online assessment portal will require registration.
- 4.2 We are not obliged to permit anyone to register for the accreditation assessment programs and we may refuse, terminate or suspend registration to anyone at any time and for any reason.
- 4.3 You are responsible for making sure that your password and any other account details are kept secure and confidential.
- 4.4 If we have reason to believe there is likely to be a breach of security or misuse of the accreditation assessment programs through your account or the use of your password, we may notify you and require you to change your password, or we may suspend or terminate your account.
- 4.5 Any personal information you provide to us as part of the registration process will be processed in accordance with our Privacy Policy.

5 Availability of Accreditation Programs

- 5.1 In some circumstances, we may place a limit on the number of spaces available on a particular accreditation program. In such event you will be offered the next available date.
- 5.2 Once you have placed your order for an accreditation program or programs, you will receive an email confirming your order sent to the email address provided by you at the time of your booking. Normally, one working day before your accreditation program start date (as stated on the website) you will receive an email with the login details for the online assessment portal, where you will complete the accreditation assessment.

6 Booking an Online Accreditation Program

- 6.1 Bookings for IAOCR online accreditation programs can only be made via our website. If you have any problem making your booking online, please call +44 (0) 1628 784906 or email info@iaocr.com.
- 6.2 Your booking will only be considered confirmed once we have received payment from you in full and in cleared funds.
- 6.3 All transactions must be made by credit or debit card and completed a minimum of three working days prior to the online accreditation program start date. We may in limited circumstances accept payment by invoice or BACS but such payment methods must be approved by us in writing in advance of the accreditation program start date.
- 6.4 Online accreditation program access will be activated by sending you an email (to the email address provided by you on your booking) normally one working day before the accreditation program start date, or where bookings are made outside office hours (Mon-Fri, 9.00am to 5.00pm (GMT or BST as relevant) excluding public holidays) access will be sent the next working day.

7 Change of Accreditation Program Start Date by You

- 7.1 Once your order has been accepted you will only be able to change your accreditation program start date provided you have not activated the accreditation program by logging in to the online assessment portal. In such event you must take the next available accreditation program commencement date.
- 7.2 You may only make one amendment to your accreditation program start date and an administration fee of £25 will charged to you in this respect.

8 Cancellation of Accreditation Program by IAOCR

We reserve the right to amend or cancel the accreditation program, the accreditation program dates or its published prices. Any changes will be advised before the accreditation program commencement date and any accreditation program already paid for in full will not be subject to the increased price.

9 Ownership, Use and Intellectual Property Rights

- 9.1 The intellectual property rights in the accreditation programs and in any text, images, video, audio or other multimedia content, software or other information or material submitted to or accessible from or via the accreditation programs (Content) are owned by us and our licensors.
- 9.2 We and our licensors reserve all our intellectual property rights (including, but not limited to, all copyright, trade marks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind) whether registered or unregistered anywhere in the world. This means, for example, that we remain owners of them and are free to use them as we see fit.
- 9.3 Nothing in these Terms grants you any legal rights in the Content other than as necessary for you to access it and complete the accreditation programs. You agree not to adjust, try to circumvent or delete any notices contained in the Content (including any intellectual property notices) and in particular, in any digital rights or other security technology embedded or contained within the Content.
- 9.4 **Trade Marks**: The IAOCR Logo is our trademark (see below). Other trade marks and trade names, accreditation badges and professional certification marks will also be used in the Content. Use by you of any trade marks, accreditation badges or professional certification marks is strictly prohibited unless you have our prior written permission.



10 Your Privacy and Personal Information

Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our <u>Privacy Policy</u>, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities in the event you have a query or complaint about the use of your personal information.

11 Liability

- 11.1 If the accreditation program to which you have been given access is not the accreditation program detailed in your order confirmation you must notify us in writing at info@iaocr.com within three working days of activating the accreditation program in the online assessment portal. If you failed to do so we shall have no liability to you in this respect.
- 11.2 Nothing in this clause 11 is intended to limit any rights you might have as a consumer under applicable English law that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from its negligence.
- 11.3 Nothing in this contract creates any right which is enforceable by any person who is not a party to the contract.

12 Force Majeure

We shall have no liability to you for any failure or delay to deliver accreditation program(s) you have ordered where such failure or delay is caused by any event or circumstance beyond our reasonable control.

13 Invalidity

If any part of these conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

14 Disclaimer

- 14.1 The nature of Internet communications means that your communications may be susceptible to data corruption, interception and delays. We shall not be responsible for any detrimental reliance you place on this website.
- 14.2 We makes no representations or warranties about the accuracy, completeness or suitability for any particular purpose of the information and related graphics published in this site or that any software or the server that makes it available are free of viruses or other harmful components.

15 Hyperlinks

Our website may contain hyperlinks. These hyperlinks connect you to sites of other organizations which are not our responsibility. We have used our reasonable endeavours in preparing our own website and the information included in it is done so in good faith. However, we have no control over any of the information you can access via other websites. Therefore, no mention of any organization, company or individual to which our website is linked shall imply any approval or warranty as to the standing and capability of any such organizations, company or individual on our part.

16 Promotional Discount Codes

We may occasionally offer discount codes. Discount codes can only be used once per person with one discount code to be used per transaction and can only be used for the accreditation program indicated on the code. Discount codes can only be used at time of purchase and not retrospectively. All discount codes are subject to their own terms and conditions and we reserve the right to withdraw discount codes at any time.

17 Complaints

We will try to resolve any disputes or complaints with you quickly and efficiently. If you are unhappy about any aspect of our service or accreditation process, please contact us as soon as possible at accreditation@iaocr.com so that a member of the Accreditation Team can explain the process and assist you effectively.

The laws of England and Wales apply to these Terms. Any disputes will be subject to the exclusive jurisdiction of the courts of England and Wales.

18 Entire Agreement

These Terms, together with our current website prices and our contact details, set out the whole of our agreement relating to the supply of the accreditation programs to you. These Terms cannot be varied except in writing signed by one of our directors. In particular nothing said by any sales person on our behalf should be understood as a variation of these Terms or as an authorised representation about the nature or quality of any accreditation program offered for sale by us. We shall have no liability for any such representation being untrue or misleading.

Terms and Conditions of Website Use

1 About our terms

- 1.1 These terms and conditions of use (Terms) explain how you may use this website and any of its content (Site). These Terms apply between IAOCR Limited (we, us or our) and you, the person accessing or using the Site (you or your).
- 1.2 You should read these Terms carefully before using the Site. By using the Site or otherwise indicating your consent, you agree to be bound by these Terms. If you do not agree with any of these Terms, you should stop using the Site immediately.
- 1.3 The Site is provided by us to you free of charge for information purposes, and for the purpose of registering for and purchasing one of our online accreditation programmes for the clinical research industry.
- 1.4 If you order any of our accreditation programmes from the Site, separate terms and conditions will apply as set out in our Terms and Conditions for Sale for IAOCR Accreditation Programs which can be found here.

2 About us

- 2.1 We are IAOCR Limited (trading as IAOCR, a company registered in England and Wales under company registration number 076777372. Our registered office is at Bray Business Centre, Weir Bank, Monkey Island Lane, Bray, Berkshire, England SL6 2ED. Our VAT registration number is 124195331.
- 2.2 If you have any questions about the Site, please contact us by sending an email to info@iaocr.com

3 Using the site

- 3.1 The Site is for your personal and non-commercial use only.
- 3.2 You agree that you are solely responsible for all costs and expenses you may incur in relation to your use of the Site.
- 3.3 We make no promise that the Site is appropriate or available for use in locations outside of the UK. If you choose to access the Site from locations outside the UK, you acknowledge you do so at your own initiative and are responsible for compliance with local laws where they apply.
- 3.4 We try to make the Site as accessible as possible. If you have any difficulties using the Site, please contact us using the contact details at the top of this page.
- 3.5 As a condition of your use of the Site, you agree not to:

- 3.5.1 misuse or attack our Site by knowingly introducing viruses, trojans, worms, logic bombs or any other material which is malicious or technologically harmful (such as by way of a denial-of-service attack), or
- 3.5.2 attempt to gain unauthorised access to our Site, the server on which our Site is stored or any server, computer or database connected to our Site;
- 3.6 You will be required to comply with clause 3 of our separate accreditation programmes terms and conditions Terms and Conditions of Sale for IAOCR Accreditation Programs, which can be found here.
- 3.7 We may prevent or suspend your access to the Site if you do not comply with these Terms or any applicable law.

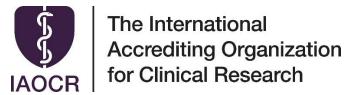
4 Your privacy and personal information

Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities in the event you have a query or complaint about the use of your personal information.

5 Ownership, use and intellectual property rights

- 5.1 The intellectual property rights in the Site and in any text, images, video, audio or other multimedia content, software or other information or material submitted to or accessible from the Site (Content) are owned by us and our licensors.
- 5.2 We and our licensors reserve all our intellectual property rights (including, but not limited to, all copyright, trade marks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind) whether registered or unregistered anywhere in the world. This means, for example, that we remain owners of them and are free to use them as we see fit.
- 5.3 Nothing in these Terms grants you any legal rights in the Site or the Content other than as necessary for you to access it. You agree not to adjust, try to circumvent or delete any notices contained on the Site or the Content (including any intellectual property notices) and in particular, in any digital rights or other security technology embedded or contained within the Site or the Content.
- 5.4 **Trade marks**: The IAOCR Logo is our trademark (see image below). Other trade marks and trade names, accreditation badges and professional certification marks will also be used in the Content. Use by you of any trade marks, accreditation

badges or professional certification marks is strictly prohibited unless you have our prior written permission.



6 Submitting information to the site

- 6.1 While we try to make sure that the Site is secure, we do not actively monitor or check whether information supplied to us through the Site is confidential, commercially sensitive or valuable.
- 6.2 Other than any personal information which will be dealt with in accordance with our Privacy Policy, we do not guarantee that information supplied to us through the Site will be kept confidential and we may use it on an unrestricted and free-of-charge basis as we reasonably see fit.

7 Accuracy of information and availability of the site

- 7.1 We try to make sure that the Site is accurate, up-to-date and free from bugs, but we cannot promise that it will be. Furthermore, we cannot promise that the Site will be fit or suitable for any purpose. Any reliance that you may place on the information on the Site is at your own risk.
- 7.2 We may suspend or terminate access or operation of the Site at any time as we see fit.
- 7.3 Any Content is provided for your general information and accreditation purposes relating to clinical research only and to inform you about us and our services and news, features, and other websites that may be of interest, but has not been tailored to your specific requirements or circumstances. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes other than the aforesaid purposes. You should always use your own independent judgment when using our Site and its Content.
- 7.4 While we try to make sure that the Site is available for your use, we do not promise that the Site will be available at all times or that your use of the Site will be uninterrupted.

8 Hyperlinks and third party sites

The Site may contain hyperlinks or references to third party advertising and websites other than the Site. Any such hyperlinks or references are provided for your convenience only. We have no control over third party advertising or websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party advertising or website does not mean that we endorse that third party's website, products or services. Your use of a third party site may be governed by the terms and conditions of that third-party site and is at your own risk.

9 Our responsibility to you

- 9.1 If we breach these Terms or are negligent, we are liable to you for foreseeable loss or damage that you suffer as a result subject to a cap of £250. By 'foreseeable' we mean that, at the time these Terms were formed, it was either clear that such loss or damage would occur or you and we both knew that it might reasonably occur, as a result of something we did (or failed to do).
- 9.2 We are not liable to you for any loss or damage that was not foreseeable, any loss or damage not caused by our breach or negligence, or any business loss or damage.
- 9.3 Nothing in these terms excludes or limits our liability for any death or personal injury caused by our negligence, liability for fraud or fraudulent misrepresentation, or any other liability that the law does not allow us to exclude or limit.

10 Events beyond our control

We are not liable to you if we fail to comply with these Terms because of circumstances beyond our reasonable control.

11 No third party rights

No one other than us or you has any right to enforce any of these Terms.

12 Variation

- 12.1 No changes to these Terms are valid or have any effect unless agreed by us in writing or made in accordance with this clause 12.
- 12.2 We reserve the right to vary these Terms from time to time. Our updated Terms will be displayed on the Site and by continuing to use and access the Site following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these Terms from time to time to verify such variations.

13 Complaints

- 13.1 We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with us, please contact us as soon as possible using the contact details set out in the About Us section in these Terms and Conditions.
- 13.2 The laws of England and Wales apply to these Terms. Any disputes will be subject to the exclusive jurisdiction of the courts of England and Wales.