

TERMS AND CONDITIONS OF USE FOR THECONSULTANCYBUSINESS.COM

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS PLATFORM.

These terms and conditions tell you the rules for using theconsultancybusiness.com which incorporates our learning platform at community.theconsultancybusiness.com

1. ABOUT US

Company details. theconsultancybusiness.com is an online learning platform ("Platform") operated by The Consultancy Business Limited (company number SC759516) (**we and us**), which is a company registered in Scotland and our registered office is at 272 Bath Street, Glasgow, G2 4JR.

2. HOW TO CONTACT US

Address: 272 Bath Street, Glasgow, G2 4JR

Telephone: +44 (0)131 202 7597

E-mail: office@theconsultancybusiness.com

3. INTERPRETATION

3.1 Definitions

Community Guidelines means the guidelines we publish for our community about the behaviour we expect from our community members, the latest version of which can be found [here](#).

Contribution: any and all material contributed to and/or posted on our Website by users, including, where relevant, you which shall always be subject to the Community Guidelines.

Intellectual Property Rights: any and all intellectual property or industrial rights of any description anywhere in the world (whether registered, unregistered, registerable or not) including without limitation any patents, trademarks, domain names, registered designs, copyright, rights in computer software (including object and source code), rights in the nature of copyright, database rights, unregistered design rights, rights in and to trade names, business names, domain names, product names and logos, inventions, databases, web pages, photographs, films, performances, discoveries, specifications, formulae, processes, know-how, trade secrets, and confidential information and including: any application for or right to apply the protection of any such rights in relation to the above; all granted registration and all applications for registration; the right to sue for damages for past infringement; all forms of protection of a similar nature which may subsist anywhere in the world; all goodwill attaching to the Intellectual Property Rights.

Interactive Services: chat room functions; curated discussion forums / groups; live Q&A sessions; live webinars and seminars; live workshops; and interactive feedback functions offered by us on the Platform subject to a valid and accepted order in accordance with the Terms and Conditions of Purchase for Access and Use of Online Learning Platform.

Platform: theconsultancybusiness.com

Privacy Policy: <https://live.theconsultancybusiness.com/privacy-policy/>

Terms and Conditions of Purchase for Access and Use of Online Learning Platform: <https://live.theconsultancybusiness.com/terms-and-conditions-of-purchase-for-access-and-use-of-our-online-learning>.

Terms of Use: these Terms and Conditions for the Use of Online Learning Platform.

4. ACCESSING AND USING THE WEBSITE

- 4.1 By using and interacting with our Platform, you confirm that you accept these Terms of Use and that you agree to comply with them. If you do not agree to these Terms of Use, you must not use our Platform.
- 4.2 We may amend and update these Terms of Use from time to time. Every time you wish to use or access our Platform, please check our Terms of Use to ensure you understand the most up to date terms that apply at that time.
- 4.3 We may amend and update our Platform from time to time. We will endeavour to provide reasonable notice of any major changes.
- 4.4 You may only use the Platform for lawful purposes. You may not use our Platform:
 - A. in any way that breaches any applicable local, national or international law or regulation;
 - B. in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;
 - C. for the purpose of harming or attempting to harm minors in any way;
 - D. to bully, insult, intimidate or humiliate any person;
 - E. to send, knowingly receive, upload, download, use or re-use any material which does not comply with these terms;
 - F. to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitor (spam);
 - G. to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;
 - H. in any way that involves child sexual exploitation or abuse, or any other such sexual exploitation or abuse; or
 - I. to upload terrorist content.
- 4.5 You also agree:
 - A. not to reproduce, duplicate, reverse engineer, copy, distribute or re-sell any part of our Platform;
 - B. not to access without authority, interfere with, damage or disrupt:
 - i. any part of our Platform;
 - ii. any equipment or network on which the Platform is stored;
 - iii. any software used in the provision of the Platform; or

- iv. any equipment or network or software owned or used by any third party.

4.6 We do not guarantee that our Platform, or any content on it, will always be available on and uninterrupted, secure or error-free basis or that defects in the Platform will be corrected. We may suspend or withdraw or restrict the availability of all or any part of our Platform for business and operational reasons. We will use reasonable endeavours to provide you with reasonable notice of any suspension or withdrawal.

4.7 You may choose to purchase services offered by and provided by us on our Platform. The purchase of, access to and use of the services provided by us on the Platform shall always be subject to Terms and Conditions of Purchase for Access and Use of Online Learning Platform in addition to these terms and conditions.

5. CONTRIBUTIONS

5.1 You may choose to purchase a service on our Platform in accordance with clause 4.7 that includes access to and participation in Interactive Services, providing opportunity for Contributions. Any such access to, use of or participation in Interactive Services is governed by the Community Guidelines and all Contributions must comply with the content standards outlined therein.

5.2 By submitting a Contribution you warrant that any such contribution complies with the Community Guidelines and you shall be liable to us and indemnify us for any breach of that warranty.

5.3 Any Contribution you upload to our Platform will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your Contribution but you are required to grant us and other users of our Platform with access to the relevant Interactive Services a limited licence to use, store and copy that Contribution and to distribute and make it available to third parties in accordance with clause 6.3.

5.4 We have the right to disclose your identity to any third party who is claiming that any Contribution posted or uploaded by you to our Platform constitutes a violation of their intellectual property rights or of their right to privacy.

5.5 We have the right to remove any Contribution you make on our Platform if, in our opinion, your Contribution does not comply with the Community Guidelines.

6. INTELLECTUAL PROPERTY

6.1 All content (excluding Contributions) included on our Platform, and all Intellectual Property Rights in relation to said content, is either owned or licensed by us. Those works are protected by copyright and other laws in the UK and internationally, and all such rights are reserved.

6.2 You shall have no right to access or use any part of any services offered on our Platform without purchasing access to our Platform which shall always be subject to our Terms and Conditions of Purchase for Access and Use of Online Learning Platform.

6.3 When you submit a Contribution, you grant us the following rights to use that Contribution:

A. a worldwide, non-exclusive, royalty-free, unconditioned and transferable licence to use, reproduce, distribute, prepare derivative works of, and display that Contribution in connection with the Interactive Service provided by the Platform whilst the Contribution remains on the Platform and thereafter where

it is withdrawn (howsoever arising); and

- B. a worldwide, non-exclusive, royalty-free, transferable licence for other users, partners or advertisers to use the Contribution in accordance with the functionality of the Platform and use of the Interactive Services whilst the Contribution remains on the Platform and thereafter where it is withdrawn (howsoever arising).

7. **PRIVACY**

- 7.1 Use of the Platform is also governed by our Privacy Policy, which is incorporated into these Terms of Use by this reference. To view our Privacy Policy, please click [here](#).

8. **LINKS TO OUR PLATFORM**

- 8.1 You may link to our Platform's home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it and that the website upon which our Platform is linked is owned by you.
- 8.2 You must not establish a link to our Platform in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- 8.3 We reserve the right to withdraw linking permission without notice.

9. **LINKS TO OTHER WEBSITES**

- 9.1 The Platform may contain links to or from third-party websites. We have no control over the content or privacy policies of third-party websites that you may link to from the Platform or their advertisers. If you visit a linked website, be aware that the third party operating any such website may have access to any information you submit via that website. We are not responsible for any third party's failure to establish or abide by its or our Privacy Policy. Check the privacy policy for each website that you visit prior to submitting any personal information. Links to third-party websites do not imply our endorsement of the websites. We do not assume responsibility or liability for the actions and/or content of any such third parties.
- 9.2 The inclusion of a link to another site on this Platform does not imply any approval or endorsement of the sites themselves or of those in control of them.

10. **NO TEXT OR DATA MINING, OR WEB SCRAPING**

- 10.1 You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to the Platform. This includes using (or permitting, authorising or attempting the use of:
 - A. any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the Website or any data, content, information or services accessed via the same; and
 - B. any automated analytical technique aimed at analysing text and data in digital forms to generate information which includes but is not limited to patterns, trends and correlations.

11. **DISCLAIMERS**

- 11.1 Whilst we use reasonable endeavours to ensure that the Platform is secure and free of errors, viruses and other malware, all users are advised to take responsibility for their own security.
- 11.2 Whilst we use reasonable endeavours to update the information on the

Platform, we make no representations, warranties or guarantees, whether express or implied, that the content on the Platform is accurate, complete or up to date.

11.3 As outlined in the Community Guidelines Contributions are not approved by us.

11.4 The services offered on the Platform are not targeted toward, marketed to, or intended for use by anyone under the age of 18. As outlined in the Terms and Conditions of Purchase for Access and Use of Online Learning Platform, by agreeing to purchase services offered on the Platform, you represent and warrant to use that: (a) you are at least 18 years of age; (b) you have not previously been suspended or removed from our Platform; and (c) your registration and use of the services complies with all applicable laws and regulations. If you are purchasing the services offered on the Platform on behalf of an entity, organisation or company, you represent and warrant that you have the authority to bind that entity, organisation or company to these terms and conditions and that you agree on behalf of the entity, organisation or company to be bound by these terms and conditions.

12. HOW TO COMPLAIN ABOUT OR REPORT CONTENT

If you wish to complain about any material, content or Contribution on our Website, please contact us at complaints@theconsultancybusiness.com

13. BREACH OF THESE TERMS

When we consider that a breach of these Terms of Use has occurred, we may take such action as we deem appropriate, including in our taking all or any of the following actions:

- A. immediate, temporary or permanent withdrawal of your right to access or use our Platform;
- B. legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- C. further legal action against you; or
- D. disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

As outlined at clause 14.1 below, we exclude our liability for all action we may take in response to breaches of these Terms of Use. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

If you have purchased access to the services offered by us on the Platform, the rights outlined in this clause 13 are in addition to our rights outlined in the Terms and Conditions of Purchase for Access and Use of Online Learning Platform relating to your breach of obligations (including the obligation to comply with these terms and conditions).

14. LIMITATION OF LIABILITY

14.1 To the maximum extent permitted by law, we accept no liability for any direct (whether foreseeable or not) or indirect loss or damage, whether in contract, delict (including negligence), breach of statutory duty or otherwise, including any indirect, consequential, special or exemplary damages arising from any claim whatsoever or breach of these Terms of Use or from your access to the Platform or any other information contained therein or from an interruption or

disruption in access to the Platform or access to purchase of the Services.

14.2 For the avoidance of doubt, our liability in relation to services purchased on our Platform is as set out in the Terms and Conditions of Purchase for Access and Use of Online Learning Platform.

15. TRANSFER OF RIGHTS UNDER THESE TERMS

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under these terms.

16. NO WAIVER

In the event that any party to these terms fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

17. LAW AND JURISDICTION

These terms and the relationship between us shall be governed by and construed in accordance with the Law of Scotland and you agree to be bound by the exclusive jurisdiction of the Courts of Scotland.

These terms were last updated in June 2023.