

Click Content Terms & Conditions

1. **The Provider:** Grey Matter Learning Limited
2. **The Partner:** The purchaser as stated on the invoice
3. **Price:** As stated on the invoice
4. **Quantity:** As stated on the invoice
5. **The Product:** Online learning modules in the form of either SCORM or HTML5 files
6. **Payment:** The Partner accepts these terms and conditions as soon as any order for the Product has been made.

7. **Terms:**

- (a) The Product will be released from the Provider to the Partner upon payment of the invoice.
- (b) The Product is solely for use by the Partner and any resale, sharing or publishing of the Product in any format is not permitted without written permission of the Provider.
- (b) No refunds are available should any of the Product not be used by the Partner.

8. **Technical:**

- (a) The Provider will ensure the secure transmission of the Product and the Partner is responsible for providing a Learner Management System (LMS) or link to enable learners to access the Product. The Provider can make their LMS available to the Partner but this would be under a separate pricing arrangement.
- (b) While it is unlikely to occur, the Provider is not responsible for any damage to data, software, hardware, telecommunications or other equipment (including damage caused by virus transmission) that the Partner may experience as a result of using the Product.

9. **Intellectual Property Rights:**

- (a) The Product contains intellectual property owned by the Provider. Please check and seek permission with the Provider before copying any of the materials to avoid infringing copyright.
- (b) The Partner will be responsible for the safe use, destruction and storage of any data created by the Product and also compliance with General Data Protection Regulations (“GDPR”).

10. **Installation and Support:**

- (a) The Partner will need to plan and prepare for the installation of the Product at the appropriate level for their organisation.
- (b) The Provider will supply the Product in a pre-agreed format as set out in the invoice. The Partner is responsible for checking compatibility with their own LMS and/or infrastructure.

11. **Disclaimer:**

Whilst every effort is made to ensure the Product is in line with UK regulatory requirements and guidance from relevant skills councils and national bodies, the Provider is not responsible for any impact on anyone using the Product via the Partner as a result of the Partner’s interaction with the Product.

12. **Feedback:**

- (a) The Provider reserves the right to use any positive feedback, either written or verbal, for use in its future promotional material without the express written permission of the Partner.
- (b) In the event that the Partner is not satisfied with the Product, they should share this by email to support@greymatterlearning.co.uk. All concerns will be reviewed and support provided as appropriate. The Provider will not be responsible for any concerns which are not raised in this format.

13. Product Usage:

The Partner is restricted to using the Product either via their own LMS or via a separate link which is only accessible to the direct employees of the Partner.

14. Product Updates & Accuracy:

The Provider is not liable to provide any updates to the Product once payment has been received by the Provider. The Partner is therefore responsible for fully reviewing the Product for accuracy, suitability and overall quality ahead of purchase. If the Partner requests an update to the Product, for any reason, the Provider reserves the right to charge the Partner a fee proportionate to the amount of work involved.