

TERMS OF USE

KnE Learn Terms of Use
[Effective as of 19 September, 2023]

Welcome to the KnE Learn Terms of Use agreement. For purposes of this agreement, “Site” refers to the Company’s website, which can be accessed at knelearn.com. “Service” refers to the Company’s services accessed via the Site, in which users can enrol in synchronous and asynchronous courses and programmes, offered on-site and online. The terms “we,” “us,” and “our” refer to the Company. “You” refers to you, as a user of our Site or our Service.

The following Terms of Use apply when you view or use the Service via our website located at knelearn.com or by accessing the Service directly through the learner and business dashboards at knowledgee.eduframe.nl or through the Canvas learning management system at knowledgee.instructure.com.

Please review the following terms carefully. By accessing or using the Service, you signify your agreement to these Terms of Use. **If you do not agree to be bound by these Terms of Use in their entirety, you may not access or use the Service.**

PRIVACY POLICY

The Company respects the privacy of its Service users. Please refer to the Company’s Privacy Policy (found [here](#)) which explains how we collect, use, and disclose information that pertains to your privacy. When you access or use the Service, you signify your agreement to the Privacy Policy as well as these Terms of Use.

ABOUT THE SERVICE

The Service allows you to purchase and enrol in professional development courses and programmes in three learning modalities: self-paced (online), expert-led (online), and expert-led (on-site). Once enrolled, the Service allows you 12-month access to purchased online course content, personalised certificate issuance for course or programme completion, and Service support for course navigation, technical issues, and guidance in best practises for engaging with online, self-paced or expert-led learning modalities.

REGISTRATION; RULES FOR USER CONDUCT AND USE OF THE SERVICE

The courses and programmes offered within the Service are designed for adult audiences (and specifically academics and researchers). We therefore do not recommend minors access our courses. You need to be at least 18 years old to register for and use the Service.

If you are a user who signs up for the Service, you will create a personalised account which includes a unique username and a password to access the Service and to receive messages from

the Company. You agree to notify us immediately of any unauthorised use of your password and/or account. The Company will not be responsible for any liabilities, losses, or damages arising out of the unauthorised use of your member name, password and/or account.

USE RESTRICTIONS

Your permission to use the Site is conditioned upon the following use, posting and conduct restrictions:

You agree that you will not under any circumstances:

- access the Service for any reason other than your personal, non-commercial use solely as permitted by the normal functionality of the Service,
- collect or harvest any personal data of any user of the Site or the Service
- use the Site or the Service for the solicitation of business in the course of trade or in connection with a commercial enterprise;
- distribute any part or parts of the Site or the Service without our explicit written permission (we grant the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of creating publicly-available searchable indices but retain the right to revoke this permission at any time on a general or specific basis);
- use the Service for any unlawful purpose or for the promotion of illegal activities;
- attempt to, or harass, abuse or harm another person or group;
- use another user's account without permission;
- intentionally allow another user to access your account;
- provide false or inaccurate information when registering an account;
- interfere or attempt to interfere with the proper functioning of the Service;
- make any automated use of the Site, the Service or the related systems, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure;
- bypass any robot exclusion headers or other measures we take to restrict access to the Service, or use any software, technology, or device to scrape, spider, or crawl the Service or harvest or manipulate data;
- circumvent, disable or otherwise interfere with any security-related features of the Service or features that prevent or restrict use or copying of content, or enforce limitations on use of the Service or the content accessible via the Service; or
- publish or link to malicious content of any sort, including that intended to damage or disrupt another user's browser or computer.

ACADEMIC INTEGRITY POLICY

Upon using the Service, you hereby consent to the following terms:

- Fulfilling all assessments and tasks independently, except when explicit authorization for collaborative assignments is granted.
- Operating a single user account, unless the utilization of a distinct user account is sanctioned by KnE Learn in relation to a programme sponsored by an employer or university.
- Prohibiting any unauthorized usage of your username and/or password by others.
- Abstaining from participating in any actions aimed at unfairly enhancing your own outcomes, or influencing the results of others positively or negatively.

- Avoiding the dissemination of solutions to problems that are employed to evaluate learner progress.

COMMUNITY CODE OF CONDUCT

Guidelines

In the interest of fostering an open and welcoming environment, we ask Users enrolled in and participating in the Service to commit to keeping our online learning community a harassment-free experience for everyone, regardless of age, body size, disability, ethnicity, sex characteristics, gender identity and expression, level of experience, education, socio-economic status, nationality, personal appearance, race, or religion.

Examples of behaviour that contributes to creating a positive environment include:

- Using welcoming and inclusive language
- Being respectful of differing viewpoints and experiences
- Gracefully accepting constructive criticism
- Focusing on what is best for the learning community
- Showing empathy towards other learning community members

Examples of unacceptable behaviour by participants include:

- The use of sexualized language or imagery and unwelcome sexual attention or advances
- Trolling, insulting/derogatory comments, and personal or political attacks
- Public or private harassment
- Publishing others' private information, such as a physical or electronic address, without explicit permission
- Other conduct which could reasonably be considered inappropriate in a professional setting

Procedures and Penalties

We are responsible for clarifying the standards of acceptable behaviour and are expected to take appropriate and fair corrective action in response to any instances of unacceptable behaviour.

We have the right and responsibility to remove, edit, or reject comments, commits, code, wiki edits, issues, and other contributions that are not aligned to the Community Code of Conduct, or to ban temporarily or permanently any User for other behaviours that we deem inappropriate, threatening, offensive, or harmful.

Enforcement

Instances of abusive, harassing, or otherwise unacceptable behaviour may be reported by contacting KnE Learn at training@knowledgee.com. All complaints will be reviewed and investigated and will result in a response that is deemed necessary and appropriate to the circumstances. We are obligated to maintain confidentiality with regard to the reporter of an incident.

The Site does not, and cannot, pre-screen or monitor all User Content. However, at our discretion, we, or technology we employ, may monitor and/or record your interactions with the Service or with other Users.

Attribution

This Code of Conduct is adapted from the [Contributor Covenant](https://www.contributor-covenant.org/version/1/4/code-of-conduct.html), version 1.4, available at <https://www.contributor-covenant.org/version/1/4/code-of-conduct.html>.

The Contributor Covenant was created by [Coraline Ada Ehmke](#) in 2014 and is released under the [CC BY 4.0 Licence](#).

ONLINE CONTENT DISCLAIMER

Opinions, advice, statements, offers, or other information or content made available through the Service, but not directly by the Site, are those of their respective authors. Such authors are solely responsible for such content.

We are not responsible for the reliability of any opinion, advice, or statement made by other parties. We take no responsibility and assume no liability for any User Content that you or any other user or third party posts or sends via the Service. Under no circumstances will we be responsible for any loss or damage resulting from anyone's reliance on information or other content posted on the Service, or transmitted to users.

Though we strive to enforce these Terms of Use, you may be exposed to User Content that is inaccurate or objectionable when you use or access the Site or the Service. We reserve the right, but have no obligation, to monitor the materials posted in the course discussion forums or the Service or to limit or deny a user's access to the Service or take other appropriate action if a user violates these Terms of Use or engages in any activity that violates the rights of any person or entity or which we deem unlawful, offensive, abusive, harmful or malicious.

LINKS TO OTHER SITES AND/OR MATERIALS

As part of the Service, we may provide you with convenient links to third party website(s) ("Third Party Sites") as well as content or items belonging to or originating from third parties (the "Third Party Applications, Software or Content"). These links are provided as a courtesy to Service subscribers. We have no control over Third Party Sites or Third Party Applications, Software or Content or the promotions, materials, information, goods or services available on these Third Party Sites or Third Party Applications, Software or Content. Such Third Party Sites and Third Party Applications, Software or Content are initially checked for accuracy when adding to an online course or programme, but their ongoing appropriateness or completeness cannot be monitored or investigated continuously. We are not responsible for any Third Party Sites accessed through the Site or any Third Party Applications, Software or Content posted on, available through or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Sites or the Third Party Applications, Software or Content. If you decide to leave the Site and access the Third Party Sites or to use or install any Third Party Applications, Software or Content, you

do so at your own risk and you should be aware that our terms and policies, including these Terms of Use, no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any Third Party Site to which you navigate from the Site or relating to any applications you use or install from the Third Party Site.

LICENSE GRANT

By posting any User Content via the Service, you expressly grant, and you represent and warrant that you have a right to grant, to the Company a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide licence to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, publicly perform, publicly display, and make derivative works of all such User Content and your name, voice, and/or likeness as contained in your User Content, if applicable, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Service.

INTELLECTUAL PROPERTY

You acknowledge and agree that we and our licensors retain ownership of all intellectual property rights of any kind related to the Service, including applicable copyrights, trademarks and other proprietary rights. Other product and company names that are mentioned on the Service may be trademarks of their respective owners. We reserve all rights that are not expressly granted to you under these Terms of Use.

EMAIL MAY NOT BE USED TO PROVIDE NOTICE

Communications made through the Service's email and messaging system will not constitute legal notice to the Site, the Service, or any of its officers, employees, agents or representatives in any situation where legal notice is required by contract or any law or regulation.

USER CONSENT TO RECEIVE COMMUNICATIONS IN ELECTRONIC FORM

For contractual purposes, you: (a) consent to receive communications from us in an electronic form via the email address you have submitted; and (b) agree that all Terms of Use, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing. The foregoing does not affect your non-waivable rights.

We may also use your email address to send you other messages, including information about the Site or the Service and special offers. You may opt out of such email by sending an email to training@knowledgee.com. Opting out may prevent you from receiving messages regarding the Site, the Service or special offers.

MODIFICATION OF TERMS OF USE

The revision of these Terms of Use can occur at any point, and we will update these Terms of Use in case of such revisions. Checking the Site periodically to review any alterations in this

agreement is solely your responsibility. Your ongoing utilization of the Site or the Service indicates your acceptance of the revisions made to these Terms of Use. We will make an effort to inform you about significant alterations to the Terms by publishing a notification on our homepage and/or dispatching an email to the email address you provided during registration. Therefore, it is imperative for you to keep your contact details and profile information up to date. Changes to these Terms (apart from what is stated in this paragraph) or the relinquishment of our rights stated herein will only be valid if confirmed through a written agreement bearing the physical signature of one of our executives. Any alleged abandonment or alteration of this agreement from our end through telephonic or email communications will not hold validity.

PAYMENTS AND REFUND POLICY

If you cancel your one-time, paid enrollment for a self-paced course or programme, we will offer you a complete refund within a period of 7 days after payment (unless you have earned a course certificate within those 7 days, in which case no refund is available). Your paid enrollment in a self-paced course or programme entitles you to 183 days of access to the course content and certification. If you do not earn your course certificate within 183 days, your registration will expire and you will need to pay to re-enroll for the course.

If you pre-enroll and pay for an expert-led course or programme, KnE Learn will offer you a complete refund within a period of 7 days after the course or programme launches (unless you have earned a course certificate within those 7 days, in which case no refund is available).

For both self-paced and expert-led courses, once you have earned a course certificate, you are not eligible for a refund even if it is within 7 days.

PROMOTIONAL OFFERS

We may occasionally introduce special promotional offers or discounts. Determining offer eligibility is solely within our discretion, and we reserve the right to revoke an offer if we ascertain your ineligibility. Users with an existing offer may not be qualified for additional offers. We may utilise information such as payment method or an account email address used for a Service purchase to ascertain offer eligibility. The criteria for eligibility, as well as any other limitations and conditions, will be disclosed when you subscribe to the offer or in other communications made accessible to you.

SERVICE PRICE CHANGES

We maintain the right to modify the pricing of our Service or any of its components in any manner and at any point, as determined at our sole and complete discretion. Apart from what is

explicitly stated in these Terms of Use, any alterations in pricing or adjustments to your Service enrollment will come into effect subsequent to providing notice to you.

GENERAL TERMS

If any part of this Terms of Use agreement is held or found to be invalid or unenforceable, that portion of the agreement will be construed as to be consistent with applicable law while the remaining portions of the agreement will remain in full force and effect. Any failure on our part to enforce any provision of this agreement will not be considered a waiver of our right to enforce such provision. Our rights under this agreement survive any transfer or termination of this agreement.

YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE, UNDERSTAND THE TERMS OF USE, AND WILL BE BOUND BY THESE TERMS AND CONDITIONS. YOU FURTHER ACKNOWLEDGE THAT THESE TERMS OF USE TOGETHER WITH THE PRIVACY POLICY FOUND [HERE](#) REPRESENT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US AND THAT IT SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.