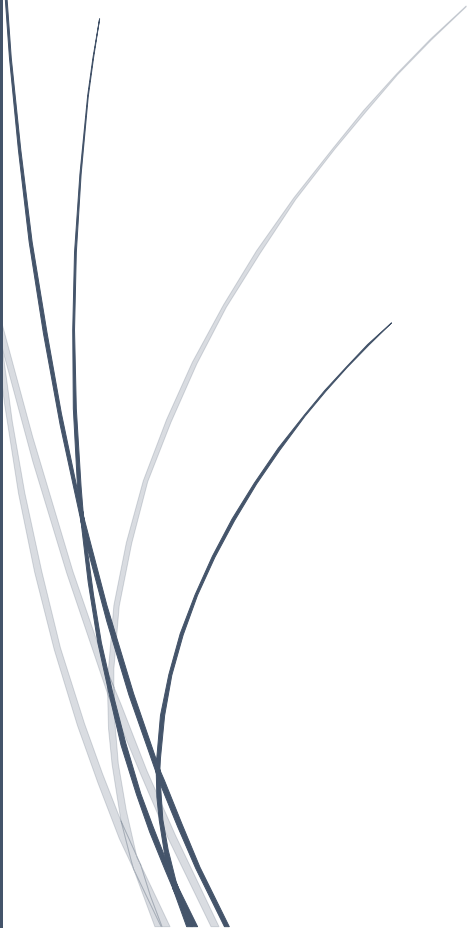




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# Terms of Use





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## **MARO Personal Development Terms of Use**

All content on the website located at [www.maropersonaldevelopment.com](http://www.maropersonaldevelopment.com) (the “**Website**”) is copyrighted by MARO Personal Development (“**the Provider**”). MARO Personal Development offers courses on the Website (as an “**Online Course Provider**”) and interpreting and translation services (as a “**Services Provider**”) herein after named collectively “**the Provider**”).

These Terms of Use together with our Privacy Policy, and Refund Policy set forth the legally binding terms for your use of the services within the Website and Learners area on Moodle. If there is any conflict between the Policies and the Terms of Use, the latter shall take precedence with respect to the Online Courses and Services offered on the Website.

**Accuracy of Information.** Although the Provider endeavours to ensure the accuracy and integrity of the Website and Online Course materials, there are no guarantees as to its completeness or correctness. Therefore, a possibility exists that the Website or Online Course materials could include inaccuracies, omissions, typos or errors. The Provider shall not be liable for any decision made or action taken based on reliance upon the information contained or provided through the Website or the Online Course materials. Should a student find any such inaccuracies, please contact us with a description or reference to such inaccuracies.

**Disclaimer.** All Online Courses are provided “As-is” and as available. We expressly disclaim any warranties and conditions of any kind, whether express or implied, including, but not limited to, the warranties or conditions of merchantability, fitness for a particular purpose, title, quiet enjoyment, accuracy, or non-infringement. We make no warranty that the Online Courses: (a) will meet your requirements; (b) will be available on an uninterrupted, timely, secure, or error-free basis; or (c) will be virus free, accurate, reliable, complete, legal, or safe due to the interchangeable reliability of the Internet.

### **1. Learner’s Registration and Payment**

**1.1 Registration.** You agree and confirm that: (a) all required registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; and (c) your use of the Website Services does not violate any applicable law or the Terms of Use.

By clicking on the “Buy Now” button, (1) you acknowledge that you have read, understood, and agreed to be bound by these Terms of Use, and (2) you confirm that you are of legal age, you are not prohibited by law from receiving or using the services available on the Website. If you do not agree with all provisions of these Terms of Use, you should exit the Buy Now process.



**1.2 Payment.** Upon enrolment in any of the Online Courses, you agree to, in a timely manner, pay the course fee set forth in the registration process (“**Course Fee**”) for your chosen Online Course. You agree to make such payment either by cheque, bank transfer or credit/debit card via a personal PayPal account for any of the services available on the website. You may terminate your enrolment in your chosen Online Course at any time, however after payment has been made you must take note of our Refund Policy.

**1.3 Withdrawals.** To withdraw from a course, you must contact us directly. Refunds will be considered according to our Refund Policy. Please refer to this document to familiarise yourself with your rights.

## **2. Learner’s access to Courses**

**2.1 Access.** After successful registration, meaning after you pay for your chosen course, you will be given a username and a password to access to the Moodle site and your course. You are entirely responsible for maintaining the confidentiality of your password. You agree not to share your username, password or access any Online Course materials with any other person. To avoid inappropriate use of your access to the Learners Area, you agree to supply a personal email not registered or affiliated with a company, firm, university, college or agency. You agree to notify us immediately if you suspect any unauthorised use of your password or access to your account. You are solely responsible for any and all use of your account.

Access to your chosen Online Course, via your course, is non-transferable and intended solely for your personal use. Access to the course materials is valid during the period you are participating in your chosen course and printing of such materials should be solely for your personal training needs.

Users enrolled in any particular Online Course will have access to the materials pertaining to the chosen Online Course, and to any other services described in the outlined structure for that course. If a learner chooses to withdraw from classes, and/or the course, such access will be suspended until such time the student resumes classes, within the time allocated to complete such course. When learners finish their Online Course, access to your Moodle course ceases.

**2.2 Restrictions.** The rights granted to you above are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the services offered on the Website or the Online Course materials; (b) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Website Services or the Online Course materials; (c) you shall not access the Website Services or the Online Course materials in order to build a similar or competitive product or service; and (d) except as expressly stated herein, no part of the Website Services or the Online Course materials may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Any future release, update, or other addition to functionality of the Website Services



made available to you by the provider shall be subject to the Terms of Use herein. All copyright and other proprietary notices on Website Content or pages, or Online Course materials must be retained on any copies permitted for your personal use as stated above.

**2.3 Modification.** The provider reserves the right, at any time, to modify, suspend, or discontinue the Website Services or any part thereof with or without notice. You agree that the provider will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Website Services or any part thereof.

**2.4 Ownership.** You acknowledge that all intellectual property rights, including copyright, patents, trademarks, and trade secrets, in the Website Services and Online Course materials (including any User Content) are owned by the Provider. The provision of the Website Services, including the Online Courses, does not transfer to you or any third party any rights, title or interest in or to such intellectual property rights. The Provider reserves any and all other rights not granted in these Terms of Use.

**2.5 Your Responsibilities.** You are responsible for (a) all equipment necessary to access your Online Course such as computer, video camera, headphones and microphone, necessary software and updating these regularly; (b) ensuring a fast and reliable access to the Internet to avoid problems with connectivity, and (c) any fees related to such connection, and for the cost of all use of the Website Services accessed through your account.

### **3. Support available to Learners**

**3.1 Technical Support.** You may contact the Provider 24/7 by email or Skype if you experience difficulties connecting to or using technical features of the Online Course during the period of time for which you have paid the applicable Tuition Fee. The Provider endeavours to answer within reasonable time during regular working hours and requests made outside business hours may take longer to get a reply.

**3.2 Content Support.** The provider provides no support for questions related to the content or design of the Online Courses. The provider does, however, encourage your content-related feedback, and will forward feedback and inquiries to the Online Course content developer.

**3.3 Maintenance.** While the Provider endeavours to make access to the Online Courses available to you 24 hours per day, 7 days per week, there will be exceptions for regularly scheduled maintenance which may result in short downtime periods. The Provider reserves the right to change its availability policy from time to time, and therefore the Provider does not guarantee that the Online Courses will be uninterrupted, nor does it warrant continuity of any particular feature or content of the Online Courses.



## **4. Plagiarism**

**4.1** Any form of malpractice and plagiarism shall be submitted to the Provider for investigation. All complaints must be made in writing within 14 days of such malpractice taking place. After such date, the Provider reserves the right to resolve the matter with a conclusive reply in writing without resorting to an investigation.

## **5. Disciplinary Procedures – Learners**

**5.1** The Provider will treat all complaints on their own merits by first acknowledging receipt of the complaint and offering a resolve within 14 days. The Provider will proceed to investigate the complaint by contacting those involved to ascertain facts and deal with the relevant issues. Investigations can take up to 45 days. Learners who are found to be in breach of any policies covered in this document may be expelled from the course without option to appeal. A detailed policy can be found in the learner's area of Moodle.

## **6. Appeals made by Learners**

**6.1** Most complaints will be dealt with by our disciplinary procedures above, with a view to provide a solution that is fair and appropriate. However, in situations where a resolution is not possible, any appeal related to malpractice and/or maladministration shall be lodged within 7 days of any final resolution being made by the Provider. The Provider shall reply within 48 hours with a plan to resolve the appeal. A detailed policy can be found in the learner's area of Moodle.

## **7. Limitation on Liability**

To the maximum extent permitted by law, neither the Provider of the Online Courses or any services provided in connection therewith shall be liable to you or any third party for any indirect, consequential, exemplary or incidental losses arising from your use of the Online Courses. Access to, and use of, the Online Courses, resources and materials, is done at your own discretion and risk, and you will be solely responsible for any damage to your computer system or loss of data resulting therefrom. Notwithstanding anything to the contrary contained herein, our liability to you for any damages arising from or related to the Online Courses (pending proof of any breach to the Terms of Use herein), will at all times be limited to the fee you paid for the Online Course.

The Provider makes no warranty or representation that the e-learning platform used will be compatible with all operating systems, that it will be secure and that all information provided will be accurate and the courses provided will result in your qualification.



Although all tutors used are adequately qualified and courses provided are of high standards and quality, fit for a particular purpose, learners are ultimately responsible for successfully achieving their particular objectives.

The Online Courses offered on this website are intended for use within the United Kingdom. Classes are scheduled and held during GMT or BST. Those who choose to access this site outside of the United Kingdom are responsible for compliance with local laws to the extent that local laws are applicable. The Provider reserves the right to change the contents of the website, its e-learning platform and the terms of these policies any time and without notice to you. You will be bound by the Policies in force during your time studying with the Provider and at any time in future in case of complaints.

## **8. Indemnity**

You agree to indemnify and hold the Provider from any claim or demand made by any third-party due to or arising out of (i) your access, downloading, or use of the Online Course materials, or (ii) your violation of these Terms of Use. The Provider reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. The provider will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

## **9. Term and Termination**

These Terms of Use will remain in full force and effect while you use the Website Services. We may (a) suspend your right to use the Website Services (including your account) or (b) terminate your access, at any time for any reason at our sole discretion, including any use of the Website Services in violation of these terms of Use, or if we believe you are younger than thirteen (13) years old. You may choose to terminate access to your Online Course at any time for any reason. Upon receiving notification of your withdrawal or termination, your account and right to access and use the Website Services and any Online Courses for which you are currently enrolled will terminate immediately. The provider shall not be liable for deletion of any user content once termination has been received. Even after termination, the following provisions will remain in effect: Sections 2.2 through 2.4, and 4 through 7.

## **10. General**

**10.1 Export Controls.** No content or materials may be downloaded from the Website or otherwise exported or re-exported for third party use in the United Kingdom or abroad. Copyright violations shall be dealt with according to the law in force in the United Kingdom.





**10.2 Rights.** The Provider retains all rights to the Online Courses and users may not assign, resell or transfer any of the rights under these Terms to any third party.

**10.3 Notice.** The provider may provide you with notices, including those regarding changes to these Terms of Use, by means of a general notice on the Website, electronic mail to your personal email address on record. Such notice shall be deemed to have been given upon the expiration of forty-eight (48) hours after posting (if posted on Website) or twelve (12) hours after sending (if sent by email). Correspondence from the Provider will be sent from [info@maropersonaldevelopment.com](mailto:info@maropersonaldevelopment.com).

**10.4 Entire Agreement.** The Terms of Use herein include the Privacy Policy and Refund Policy, and any other rules posted on the Website. The word include means including without limitation. These Terms of Use, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be pursued to the extent permitted by Law. The terms above shall be binding upon enrolment in any Online Course or purchase of services on the Website.