

Terms of Services

Acceptance of the Terms of Service

Welcome to Hiscox CyberClear Academy provided by Unicorn Training Group Ltd (referred to in this document as “we” or “us” or the “Company”) working with Hiscox to reduce cyber risks in the business community. We are excited to have you as a user of our Hiscox CyberClear Academy product. The following terms and conditions (collectively known as the “Terms of Service”) apply to your use of Hiscox CyberClear Academy, including any content, functionality, files and services offered on or via the Hiscox CyberClear Academy. The Terms of Service also include our Privacy Policy, which is available here: <https://help.unicornlms.com/hc/en-us/articles/360001332589-Privacy-Cookie-Policy>

Please read the Terms of Service carefully before you start using the Hiscox CyberClear Academy, because by using the Hiscox CyberClear Academy you accept and agree to be bound and abide by these Terms of Service.

Changes to the Terms of Service We reserve the right to update the Hiscox CyberClear Academy and these Terms of Service from time to time, at our discretion. Your continued use of the Hiscox CyberClear Academy following the publishing of updated Terms of Service means that you accept and agree to the changes.

Accessing the Hiscox CyberClear Academy, Security and Privacy

To access the Hiscox CyberClear Academy you will have been registered using your email and as a result issued a username and password. You must treat such information as confidential, not disclosing it to any third party and only using the Hiscox CyberClear Academy in person. There is a password reset procedure in case you forget your password, but please notify us of any breach of security. We highly recommend to choose a strong password and that you log out from your account at the end of every session.

It is a condition of your use of Hiscox CyberClear Academy that all the information you provide on the Hiscox CyberClear Academy is correct, current and complete. In the future, you may be asked to provide certain registration details or other information. As custom for internet websites, we reserve the right to disable any user account, at any time in our sole discretion for any or no reason, including, if in our opinion you have failed to comply with any provision of these Terms of Service.

We reserve the right to suspend or restrict access to some features to users. In any case, we will not be liable if for any reason all or any part of the Hiscox CyberClear Academy is unavailable at any time or for any period, nor for any data loss.

We do not guarantee that the Hiscox CyberClear Academy or any content provided on the Hiscox CyberClear Academy is error free. We manage your personal data according to our Privacy Policy.

Under the General Data Protection Regulation (GDPR) and for the purposes of the provision of this service, Hiscox is considered to be the data controller, while Unicorn Training Group limited is considered to be a data processor. The personal data belonging to you that may be processed by Hiscox and Unicorn Training Group limited includes your first and last name, and your email address.

Intellectual Property Rights and Use Guidelines Hiscox CyberClear Academy and/or providers of any content created by a third party (“Third Party Content”) own all intellectual property rights in the Services, Content, Third Party Content, Documentation, Software and logos appearing on the Software. These Terms of Service do not grant the Customer any rights to, or in, the Intellectual Property Rights in, or any other rights or licences. For purposes of these Terms of Service, the term “Content” includes, without limitation, information, data, text, photographs, videos, audio clips, written posts and comments, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible on or through the Hiscox CyberClear Academy. The Hiscox CyberClear Academy may contain Content specifically provided by us, our partners or our users and such Content is protected by copyrights, trademarks or other proprietary rights and laws. You shall abide by and maintain all copyright notices, information, and restrictions contained in any Content accessed through the Hiscox CyberClear Academy.

Disclaimer of Warranties, Limitations of Liability and Indemnification

Your use of the Hiscox CyberClear Academy is at your own risk. The service is provided “as is” and “as available”. We disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement.

We do not warrant that the Customer’s use of the Services will be uninterrupted or error-free; or that the Hiscox CyberClear Academy will meet the Customer’s requirements. We are not liable for damages, direct or consequential, resulting from your use of the Hiscox CyberClear Academy, and you agree to defend, indemnify and hold us harmless from any claims, losses, liability costs and expenses (including without limitation court

costs and legal fees) arising from your violation of any third-party's rights. You acknowledge that you have only a limited, non-exclusive, nontransferable license to use the Hiscox CyberClear Academy. You agree that you will use the Hiscox CyberClear Academy carefully and avoid using it ways which might result in any loss of your or any third party's property or information.

Governing Law and Jurisdiction

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non- contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

Waiver and Severability

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. The Terms of Service constitutes the entire agreement between you and us and govern your use of the service, superseding any prior agreements (including, but not limited to, any prior versions of the Terms of Service). No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.