

The AntiSocial Engineer Limited

AntiSocial KnowledgeLab

Terms and Conditions

Tuesday, 13 August 2019

V1.0



UK Cloud Data Centres

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Section 1: Foreword

Please read carefully before ordering or downloading any content from this website: <https://knowledgelab.training>.

This licence agreement (licence) is a legal agreement between you (licensee or you) and of The AntiSocial Engineer Limited, a company registered in England & Wales, with company number 09367111 (licensor, us or we) for online or electronic documents (content).

We licence use of the content to you on the basis of this licence. We do not sell the Content to you. We remain the owners of the content at all times.

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Important notice to all users:

By downloading the content from this website you agree to the terms of this licence and the terms of our privacy policy which will bind you and your employees. The terms of this licence include, in particular, limitations on liability in condition 6 and condition 7.

If you do not agree to the terms of this licence and privacy policy, we will not license the content to you and you must discontinue the downloading or ordering process. In this case the downloading or ordering process will terminate and you may not download or order any content from this website.

You will be assumed to have obtained permission from the owners of the mobile telephone, handheld devices or other computing equipment which you are using to download the content that are controlled, but not owned, by you (devices) and to download or stream a copy of the content onto the devices. You and they may be charged by your and their service providers for internet access on the devices. You accept responsibility in accordance with the terms of this licence for the use of the content on or in relation to any device, whether or not it is owned by you.

Important notice to consumers:

As a consumer, you have the right to withdraw from your transaction without charge and without any reason before downloading the content. However, you will lose the right to cancel the transaction once you begin to download the content. This does not affect your consumer rights for defective downloaded content. You should save a copy of this licence for future reference. Please consider the environment before printing this document.

Section 2: Grant and Scope of License

2.1 In consideration of payment by you of the agreed licence fee and you agreeing to abide by the terms of this Licence, we hereby grant to you a non-exclusive, transferable licence to use the content on the terms of this licence and the Privacy Policy. We reserve all other rights.

2.2 You may:

- (a) View a copy of the content on-screen on your device to view, use and display the content for your personal purposes (if you are a consumer). Your internal business purposes (if you are a business) only.
- (b) View a copy of the content on-screen on your device to view, use and display the content for your internal business purposes (if you are a business) only.

2.3 This license is granted for one year from the date of purchase. After the year has past, you will be require to purchase the license again.

Section 3: Restrictions

3.1 Except as expressly set out in this Licence or as permitted by any local law, you undertake:

- (a) Not to copy the Content except where such copying is incidental to normal use of the Content;
- (b) Not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Content;
- (c) Not to make alterations to, or modifications of, the whole or any part of the Content, nor permit the Content or any part of it to be combined with, or become incorporated in, any other content or programs without our prior written permission;
- (d) Not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the software or applications which enable us to host and provide the content to you nor attempt to do any such thing except to the extent that such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the content with another software program, and provided that the information obtained by you during such activities:
 - (i) Is used only for the purpose of achieving inter-operability of the content with another software program; and
 - (ii) Is not unnecessarily disclosed or communicated without our prior written consent to any third party; and
 - (iii) Is not used to create any content which is substantially similar to the content;
- (e) To supervise and control use of the content and ensure that the content is used by your employees and representatives in accordance with the terms of this Licence;
- (f) You are forbidden from producing entire and partial copies of the content on any medium; and
- (g) Not to provide or otherwise make available the content in whole or in part, in any form to any person other than your employees without prior written consent from us.

Section 4: Intellectual Property Rights

4.1 You acknowledge that all intellectual property rights in the content anywhere in the world belong to us or are proprietary to third parties who have permitted us to sub-licence the content, that rights in the content are licensed (not sold) to you, and that you have no rights in, or to, the content other than the right to use it in accordance with the terms of this licence.

4.2 You acknowledge that you have no right to have access to the content in source code form or in unlocked coding or with comments.

Section 5: Limited Warranty

5.1 We do not warrant that our website or access to the content will always be available or be uninterrupted. We rely on independent third parties to host our website and rely on the availability of the internet. Unfortunately we cannot guarantee particular service levels and shall use reasonable levels of skill and care to ensure access is made available at all times.

5.2 We warrant we are authorised to licence the content to you in accordance with this Licence.

5.3 If you are a consumer, this warranty is in addition to your legal rights in relation to the content. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

Section 6: Limitation of Liability if you are a Business User

6.1 You acknowledge that the content has not been provided or developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the content as described on our website meets your requirements.

6.2 If you are a business customer, we only supply the content for internal use by your business, and you agree not to use the content for any re-sale purposes.

6.3 We shall not under any circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the licence for:

- (a) Loss of profits, sales, business, or revenue;
- (b) Business interruption;
- (c) Loss of anticipated savings;
- (d) Loss or corruption of data or information;
- (e) Loss of business opportunity, goodwill or reputation; or
- (f) Any indirect or consequential loss or damage.

6.4 Other than the losses set out in condition 6.3 (for which we are not liable), our maximum aggregate liability under or in connection with this Licence whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to 100% of the licence fee. This maximum cap does not apply to condition 6.5.

6.5 Nothing in this Licence shall limit or exclude our liability for:

- (a) Death or personal injury resulting from our negligence;
- (b) Fraud or fraudulent misrepresentation;
- (c) Any other liability that cannot be excluded or limited by English law.

6.6 This licence sets out the full extent of our obligations and liabilities in respect of the access to the content. Except as expressly stated in this licence, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the content which might otherwise be implied into, or incorporated in, this licence whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

Section 7: Limitation of Liability if you are a Consumer User

7.1 You acknowledge that the content has not been provided or developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the content as described on our website meets your requirements.

7.2 If you are a consumer, we only provide access to the content for domestic and private use. You agree not to use the content for any commercial, business or re-sale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

7.3 We are only responsible for loss or damage you suffer that is a foreseeable result of our breach of this licence or our negligence up to the amount specified in condition 7.4, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we granted you the licence.

7.4 Our maximum aggregate liability under or in connection with this Licence whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to 100% of the licence fee. This does not apply to the types of loss set out in condition 7.5.

7.5 Nothing in this licence shall limit or exclude our liability for:

- (a) Death or personal injury resulting from our negligence;
- (b) Fraud or fraudulent misrepresentation; or
- (c) Any other liability that cannot be excluded or limited by English law.

Section 8: Termination

8.1 We may terminate this licence immediately by written notice to you if you commit a material or persistent breach of this licence which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so.

8.2 Upon termination for any reason:

- (a) All rights granted to you under this licence shall cease; and
- (b) You must immediately cease all activities authorised by this licence; and
- (c) You must immediately delete or remove the content from all computer equipment in your possession, and immediately destroy or return to us (at our option) all copies of the content then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.

8.3 A 14-day cooling off period applies to the Knowledge Lab platform and eLearning courses. If you change your mind during this period before accessing the course, no cancellation charge will apply and you will receive a full refund. If you access the digital content in any way your right to a refund is waived.

No refund will be given if The AntiSocial Engineer Limited has reason to believe that an individual has viewed any of the content they have purchased.

Section 9: Communications Between us

9.1 If you are a consumer, if you wish to contact us in writing, or if any condition in this Licence requires you to give us notice in writing, you can send this to us by e-mail or by pre-paid post to The AntiSocial Engineer Limited, Unit 2, Barnsley Business and Innovation Centre, Innovation Way, Wilthorpe, Barnsley, South Yorkshire, United Kingdom, S75 1JL

Email: Contact@TheAntiSocialEngineer.com. We will confirm receipt of this by contacting you in writing, normally by e-mail.

9.2 If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us when you log into our server.

9.3 If you are a business customer, please note that any notice given by you to us, or by us to you, will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

Section 10: Events Outside our Control

10.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this licence that is caused by an event outside our control. An event outside our control is defined below in condition 10.2.

10.2 An event outside our control means any act or event beyond our reasonable control, including without limitation failure of public or private telecommunications networks.

10.3 If an event outside our control takes place that affects the performance of our obligations under this licence:

- (a) Our obligations under this licence will be suspended and the time for performance of our obligations will be extended for the duration of the event outside our control; and
- (b) We will use our reasonable endeavours to find a solution by which our obligations under this licence may be performed despite the event outside our control.

Section 11: Other Important Terms

11.1 We may transfer our rights and obligations under this licence to another organisation, but this will not affect your rights or our obligations under this licence.

11.2 You may only transfer your rights or your obligations under this licence to another person if we agree in writing.

11.3 If you are a business customer, this licence and any document expressly referred to in it constitutes the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us which is not set out in this licence or any document expressly referred to in it.

11.4 If we fail to insist that you perform any of your obligations under this licence, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

11.5 Each of the conditions of this licence operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

11.6 If you are a consumer, please note that this licence, its subject matter and its formation, are governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

11.7 If you are a business customer, this licence, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

Support

If you have questions in regards to our terms and conditions, please email Contact@TheAntiSocialEngineer.com

T: +44 (0) 333 987 4257

W: TheAntiSocialEngineer.com

E: Contact@TheAntiSocialEngineer.com