

## **KPMG eLEARNING MODULE(S) TERMS OF USE**

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### **eLEARNING MODULE(S) TERMS OF USE**

The following Terms of Use (together with any documents referred to in it) set out the terms on which you (the individual using our eLearning module(s)) are entitled to access and use the eLearning Module(s), as an Authorised User (“a user who has been granted access to use the module”).

By using the eLearning module(s), you confirm that you accept these terms of use and agree to comply with them. If you do not agree to these terms of use, you must not use the eLearning module(s). Please read these terms of use carefully before you start to use the eLearning module(s). You should print a copy of these terms of use for future reference.

These terms of use refer to the following additional terms which also apply to your use of the eLearning module(s):

- Our **Privacy Policy** <https://home.kpmg.com/uk/en/home/misc/privacy.html>, which sets out the terms on which we process any personal data we collect from you, or that you provide to us, and sets out how we use cookies. By using the eLearning module(s), you accept the terms of our Privacy Policy and consent to such processing.
- If you are accessing products and/or services purchased under a separate contract with us (such as those purchased by your employer) those terms will apply to the supply of our products and services.

Some of the provisions contained in these terms of use may also be supplemented by provisions or notices published elsewhere on the eLearning module(s).

### **INFORMATION ABOUT US**

The eLearning module(s) is owned by KPMG LLP (“**KPMG**”, “**we**” “**our**” or “**us**”). We are a UK limited liability partnership registered in England and Wales under company number OC301540. Our registered office is at 15 Canada Square, London E14 5GL. VAT registration no: GB 791 788859.

### **ACCESS TO THE eLEARNING MODULE**

You are provided with access to the eLearning module(s) strictly in accordance with these terms of use. By accessing the eLearning module(s) you agree that you will access its content solely for your own non-commercial use.

We do not guarantee that the eLearning module(s), or any content or products on it, will always be available or be uninterrupted. Access to our module is permitted on a temporary basis and we may suspend, withdraw, discontinue or change all or any part of the eLearning module(s) without notice or liability. We will not be liable to you if for any reasons our module is unavailable at any time or for any period.

You should comply with these terms of use and any other applicable terms and conditions in order to access and use the eLearning module(s).

We may update the eLearning module(s) from time to time, and may change the content at any time. Please note that any of the content on the eLearning module(s) may be out of date at any given time, and we are under no obligation to update it.

## USE OF THE ELEARNING MODULE(S)

You agree to use the eLearning module(s) for lawful purposes only in accordance with these terms of use. We may withdraw your right to use the eLearning module(s) at any time for any use we consider unlawful or otherwise unacceptable.

## PRODUCTS, SERVICES AND CONTENT

Content made available through the eLearning module(s) is provided for general information or training purposes only, and is not intended to address the specific circumstances of any particular individual or entity. It is not intended to amount to advice or serve as a substitute for any audit, advisory, tax or other professional advice, consultation or service, and we disclaim all liability and responsibility arising from any reliance placed on such materials by you, or by anyone who may be informed of any of its contents.

Although we take reasonable steps to ensure the accuracy of the information on the eLearning module(s), we cannot guarantee or give any warranty, whether express or implied, as to the accuracy, timeliness or completeness of any information or material appearing on it, or that it will continue to be accurate in the future.

If applicable, please see further disclaimers in individual documents, products or services available through access to the eLearning module(s).

## REGISTRATION

To be able to access and view the eLearning module(s), you may be required to register and set up an account with us.

At the point of registration you may be asked to provide specific information about yourself as part of that process. You must (a) provide true, accurate, current and complete information about yourself as prompted by the registration form (such information being the "**registration data**") and (b) use reasonable efforts to maintain and promptly update the registration data to keep it true, accurate, current and complete. You are fully responsible for all use of your account and for any actions that take place using your account.

We will process any registration data in accordance with our **Privacy Policy** <https://home.kpmg.com/uk/en/home/misc/privacy.html>

If you are provided with, a user identification, password or any other piece of information as part of the eLearning module(s) security procedures, you must treat such information as confidential, and you must not disclose it to any third party.

You agree to notify us immediately of any unauthorised use of your registration data or account. If you know or suspect that an unauthorised person knows your password or passwords you will promptly notify us by email at [kpmglearningacademy@kpmg.co.uk](mailto:kpmglearningacademy@kpmg.co.uk). We will not be liable for any losses arising out of the unauthorised use of your registration data and/or account.

We have the right to disable any user identification or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with these terms of use.

## **INTELLECTUAL PROPERTY RIGHTS**

We are the owner or the licensee of all intellectual property rights in the eLearning module(s) and in the material published on or alongside the eLearning module(s), including but not limited to any concepts, ideas, methods, procedures, processes, know-how, techniques, programs, publications, models, products, templates, technologies, software designs, art work, videos, graphics and information on or described in the eLearning module(s). Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You do not acquire, by virtue of your use of the eLearning module(s) or otherwise, any right, title or interest in our intellectual property rights.

Except as expressly required by applicable law, you may not copy, (except to the extent required in order to use the eLearning module(s) in accordance with these terms of use), modify (paper or digital copies), store in any medium, distribute, transmit, re-transmit, broadcast, develop, modify, sell or transfer, or show in public any part of our module or extract material from the eLearning module(s) or any document/information available through it or in any other way exploit commercially all or any part of the module or any document/information available through it without our prior written permission.

You must not modify the materials in any way, and you must not use our intellectual property for commercial purposes without obtaining a licence to do so from us (or our licensors). You are not permitted to remove or obscure any copyright notice of KPMG or its licensors from any information or content on, or downloaded from, the eLearning module(s).

Any similarity between any depiction in a course or product and any actual event, person or entity is purely coincidental.

## **TRADEMARKS**

'KPMG' and the KPMG logo are registered trademarks of KPMG LLP or KPMG International Cooperative (a Swiss entity, "**KPMG International**"), and other products and service names mentioned on the eLearning module(s) may also be registered trademarks. You must not use our name, logos and/or trademarks at any time without our consent.

## **VIRUSES**

We do not guarantee that the eLearning module(s) will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access the eLearning module(s) in a safe and secure manner. You should use your own virus protection software.

You must not misuse the eLearning module(s) by knowingly introducing viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the eLearning module(s), the server on which the eLearning module(s) is stored or any server, computer or database connected to our module. You must not attack the eLearning module(s) via a denial-of-service attack or a distributed denial-of service attack. We may report any breach of this provision to the relevant law enforcement authorities and we will co-operate with these authorities by disclosing your identity to them. In the event of such breach, your right to use the eLearning module(s) will cease immediately.

## **OUR LIABILITY**

Save for any liability that cannot be excluded or limited as a matter of law, we will not be liable to you in connection with your use and access to the eLearning module(s).

## **LAW AND JURISDICTION**

These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales. The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to the eLearning module(s) provided that we may apply to any court of competent jurisdiction to defend our intellectual property rights.

## **GENERAL PROVISIONS**

These terms and conditions and any document expressly referred to in them represent the entire agreement between you and us in relation to the subject matter of any contract. However, these terms are without prejudice to your legal rights.

We may transfer our rights and obligations under these terms of use to another member firm of the KPMG network of independent member firms affiliated with KPMG International. We will notify you via the eLearning module(s) if this happens and we will ensure that the transfer will not affect your rights under these terms of use.

If any provision of these terms of use is or becomes invalid or unenforceable then the remaining provisions will not be affected. No waiver by us of any breach of these terms shall constitute a waiver of any other breach. No failure by us to exercise any remedy shall constitute a waiver of the right subsequently to exercise that or any other remedy.

A person who is not a party to these terms of use may not enforce any of the terms (under the Contracts (Rights of Third Parties) Act 1999 or otherwise).

Any notice or other communication given under or in connection with these terms must be in English and sent to our contact details below. Any notices or communications to you will be sent to the contact details you provided to us.

## **DISCOUNT CODES**

Discount codes are not valid in conjunction with any other discounts or offers.

The discount code is only valid when purchasing programmes, and cannot be applied to topics.

Codes must be applied at the time of purchase; discount codes cannot be added retrospectively.

KPMG LLP reserves the right to modify or cancel this offer early and without prior notice.

## **CHANGES TO THESE TERMS OF USE**

We may at any time revise these terms of use, which shall take effect immediately upon posting. You are expected to check this page from time to time to inform yourself of any changes. Your continued use of the eLearning module(s) after such changes constitutes your acceptance of the new terms of use.

## **CONTACT US AT KPMG LEARNING ACADEMY**

For further information about KPMG LLP's audit, tax and advisory services, please visit us at [www.kpmg.com](http://www.kpmg.com)

If you have any questions about these terms of use, or if you want to talk to us about an eLearning module, you can email at [kpmglearningacademy@kpmg.co.uk](mailto:kpmglearningacademy@kpmg.co.uk) or contact us by telephone on +44 (0) 2073115149 between 9am-5pm.

You can also contact us by post at: KPMG Learning Academy, KPMG LLP, 15 Canada Square, London E14 5GL.