

# Terms of use

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## 1. Registration

The Nautical Institute provides this Command Diploma Scheme to you subject to the terms in this agreement. If you do not agree with any of the terms of this agreement do not access or otherwise make use of the Command Diploma Scheme. Your use of the scheme shall be deemed to be your agreement to abide by each of the terms below. It is the responsibility of the candidate to read these conditions before entering upon a transaction.

The Nautical Institute grants you a personal, non-transferable and non-exclusive right to use the scheme materials on any personal media device. This is provided that you do not (and do not allow any third party to) copy, modify or create a derivative work from the scheme. You agree not to modify any of the material in any manner or form. You agree not to access The Nautical Institute products or services by any means other than through the Estech folder provided by The Nautical Institute for use in accessing the Nautical Institute Command Diploma Scheme.

By registering with The Nautical Institute, you represent that you are of legal age to form a binding contract. You agree to provide true, accurate, current and complete information about yourself in all required fields of the registration form. If any of your information changes, you agree to update your registration information as soon as possible. If The Nautical Institute suspects that your registration information is not complete, current or accurate, or that you have otherwise violated these Terms of Use, your account may be subject to suspension or termination, and you may be barred from using the Nautical Institute Command Diploma Scheme.

## 2. Privacy policy

The Nautical Institute takes your privacy extremely seriously. We are committed to treating any information we may collect from you in a sensitive and respectful manner. From time to time the Institute runs advertising programmes that allow third parties, such as Google and Twitter, to use cookies and other data to serve advertisements based on an individual's past visits to The Nautical Institute's website. You can find out more about Google's use of cookies (including how to opt out) by visiting Google's Ads Help Center. You may also wish to view the Twitter Ads policies page.

## 3. User account, password and security

The creation of an account is compulsory to upload Command Diploma Scheme material to the Estech folder. You will be required to create a password and user account. You are responsible for maintaining the confidentiality of the password and account, and are responsible for all activities that occur under your account. You agree to (1) immediately notify The Nautical Institute of any unauthorised use of your password or account or any other breach of security and (2) ensure that you log out from your account at the end of each session. The Nautical Institute cannot and will not be liable for any loss or damage arising from your failure to comply with these requirements.

## 4. Proprietary rights – trademarks and copyright

You acknowledge and agree that any content, including but not limited to text, data, photographs, graphics etc, or material contained or distributed through the site by The Nautical Institute, its advertisers or third parties is protected by trademarks, service marks, patents, copyrights or other proprietary rights and laws.

You therefore may not, under any circumstances, use or distribute any content received through the site without authorisation of the content owner. You agree not to publish, reproduce, copy, in whole or part, nor upload, download, post, email, sell or otherwise distribute content available through the site.

## 5. Rules of conduct

The following rules of conduct apply to your use of the website and to any and all materials you upload to The Nautical Institute Estech folder, including text, data, graphics, audio or video content, sound, chat, messages, files or any other material (collectively, user submissions) whether the user submission is included in blogs, discussion groups, emails, profiles, comments or any other portion or feature of The Nautical Institute Estech folder.

You may not, in connection with The Nautical Institute Estech folder, upload, post, email or otherwise transmit any user submission that is:

- Libellous or defamatory, pornographic, sexually explicit, unlawful or plagiarised
- Infringes or violates any patent, copyright, trademark, trade secret or other property right
- Breaches a duty of confidentiality by which you are bound due to a contractual or fiduciary relationship (such as inside information, or proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements)
- Material that a reasonable person would consider harassing, abusive, threatening, harmful, vulgar, profane, excessively violent, racially, ethnically or otherwise objectionable or offensive in any way
- Constitutes a breach of any person's privacy or publicity rights, a misrepresentation of facts, or hate speech
- Violates or encourages others to violate any applicable law, statute, ordinance or regulation
- Promotes software or services that deliver unsolicited email
- Contains viruses, Trojan horses, worms, time bombs, cancelbots or other similar harmful programming routines.

## 6. Internet connection

The Nautical Institute Command Diploma Scheme requires a correctly configured and functional internet data connection, both for the initial purchase and for use.

Data charges may be charged to you by your network provider depending on your individual tariff. You are responsible for any such costs.

The Nautical Institute does not provide any warranties as to the levels of connectivity you will receive via your personal media device. This may depend upon your tariff, your network provider or your corporate policy if you have a work-issued device. We will not accept any responsibility for any connectivity issues you may experience. Please contact your network provider or visit their website if you require assistance configuring a data connection for your telephone.

If The Nautical Institute's Estech folder site is down and it is believed to be our fault we agree to compensate users as we see fit. This would usually be in the form of a credit note being issued for unfinished assessments. The Nautical Institute will deal with claims on a case-by-case basis.

## 7. Content and refunds

Once payment is received and the Command Diploma Scheme has been downloaded by the candidate refunds are not available. Refunds are only applicable if the products or services are not as described. This does not affect your statutory rights.

Goods, such as books, will only be dispatched to the customer when payment has been made in full and cleared funds and in any variance of this term shall be upon such terms as The Nautical Institute dictates.

Access to modules and assessments is limited to 3 (three) years, from the date on which the first assessment is attempted. In exceptional circumstances this may be extended.

Assessments can be re-sat once within the three-year period if payments have been cleared.

## **8. Discount codes**

### **Account discount codes**

Discount codes may from time to time be offered to Command Diploma Scheme candidates. Such codes may only be applied to purchases made through the account in respect of which the discount code was offered and registered.

### **Promotional discount codes**

We may from time to time offer promotional discount codes that may apply in respect of any, or certain specified, purchases made through The Nautical Institute.

All prices and course fees are listed in British Pounds Sterling (GBP). The Nautical Institute is not responsible for any exchange rate changes or any bank charges that arise from this or any other payments made to The Nautical Institute.

## **9. Links**

The Nautical Institute, or third parties, may provide links to other websites or resources through the website or the Command Diploma Scheme. As The Nautical Institute has no control over such sites and resources, you acknowledge and agree that The Nautical Institute is not responsible for the availability of such sites or resources. The Nautical Institute does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources or the policies or such sites and resources.

The Nautical Institute is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource

## **10. Variations and correction of errors and inaccuracies**

The Nautical Institute makes reasonable endeavours to ensure the information in the Command Diploma Scheme and on its website is accurate. However, the information and product listings on the site may contain typographical errors or inaccuracies and may not be complete or current. We make no representation or warranty that any information is accurate, complete or up to date and, to the fullest extent permitted by law, we accept no liability for any loss or damage caused by any reliance placed on such information placed by you or by anyone to whom you may communicate such information.

The Nautical Institute shall have the right at any time without any liability or notice to amend, remove any content of the site including prices, sales literature or other documents so long as such alterations do not materially affect the quality of the Command Diploma Scheme.

## 11. Warranty disclaimer

You agree that your use of The Nautical Institute Estech folder shall be at your sole risk. To the fullest extent permitted by law, The Nautical Institute, and any subsidiary, parent, affiliate, officer, director, licensor, employee, supplier, distributor, reseller agent, owner, or operator of The Nautical Institute Estech folder, disclaim all warranties, express or implied, in connection with The Nautical Institute Estech folder and your use of it. In relation to the Estech folder, The Nautical Institute assumes no liability or responsibility for any:

- Errors, mistakes, or inaccuracies of content
- Personal injury or property damage, of any nature whatsoever, resulting from your access to and use of The Nautical Institute Estech folder
- Any unauthorised access to or use of our secure servers and/or any and all personal information stored there
- Any interruption or cessation of transmission to or from The Nautical Institute Estech folder
- Any bugs, viruses, Trojan horses or the like that may be transmitted to or through The Nautical Institute Estech folder by any third party
- Any omissions or errors in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via the website.

The Nautical Institute does not warrant, guarantee, endorse, or assume responsibility for any hyperlinked website or other promotion, and The Nautical Institute will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services. No information or advice, whether written or oral, obtained by you from The Nautical Institute Command Diploma Scheme or assessors shall create any warranty not expressly stated in the terms of use. As with the purchase of a product or service through any medium or in any environment, you should use your best judgement and exercise caution where appropriate.

## 12. Limitation of liability

In no event shall The Nautical Institute, or any subsidiary, parent, affiliate, officer, director, licensor, employee, supplier, distributor, assessor, reseller agent, owner, or operator, be liable to you for any indirect, direct, special, punitive, incidental or consequential damages whatsoever resulting from any:

- Mistakes, errors or inaccuracies of content
- Personal injury or property damage, of any nature whatsoever, resulting from your access to and use of The Nautical Institute Estech folder
- An authorised access to or use of our secure servers and/or any and all personal information stored therein
- Interruption or cessation of transmission to or from The Nautical Institute Estech folder
- Bugs, Trojan horses, viruses or the like that may be transmitted to or through The Nautical Institute Estech folder by any third party
- Omissions or errors in any content or for any loss or damage of any kind incurred as a result of your use of any content posted, transmitted, emailed or otherwise made available via The Nautical Institute Estech folder, whether based on warranty, tort, contract or any other legal theory, and whether or not the Institute is advised of the possibility of such damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

You specifically acknowledge that The Nautical Institute shall not be liable for user submissions or for any offensive, defamatory or illegal conduct of any third party and that the risk of harm or damage from the foregoing rests entirely with you.

The Nautical Institute Estech folder is controlled and offered by The Nautical Institute from its facilities in the United Kingdom. Those who access or use The Nautical Institute Estech folder from other jurisdictions do so at their own volition and are responsible for compliance with local law.

### **13. Governing law and jurisdiction**

These terms and conditions are governed by and constructed in accordance with English law and in the event of any disputes or claims associated with the terms and conditions will be subject to the jurisdiction of the courts of England.

### **14. Security policy (payments)**

Our payment services are provided by Worldpay, PayPal and by credit card. Use of these services ensures that transaction data is handled in a safe and secure way. When buying through our site, you can be sure that you are completely protected.

### **15. Data protection**

The Nautical Institute uses personal data of the candidate for appropriate purposes and according to UK statutory regulations. The personal data given for ordering products (including name, email address, delivery address and bank details) is used by The Nautical Institute for fulfilment and handling of the contract only. This data is treated confidentially by The Nautical Institute and is not given to any third parties that are not part of the ordering, delivery and payment procedures.

### **16. Violations of these terms of use**

If you breach these terms and conditions in any way we may take such action as we deem appropriate to deal with the breach, including suspending your access to The Nautical Institute Estech folder and/or bring court proceedings against you.

### **17. Data protection**

The Nautical Institute will handle personal information in accordance with the terms of its privacy policy. The Nautical Institute privacy statement is detailed in section 2 above (page 62).

### **18. General**

The place of fulfilment for all services in relation to The Nautical Institute Estech folder is the place of business of The Nautical Institute, a charity registered in England and Wales.

Registered address:

The Nautical Institute  
202 Lambeth Road, London SE1 7LQ, UK  
The Nautical Institute is a Registered Charity, number 1002462, VAT Number 547 9635 93.  
Registered as a Company Limited by Guarantee, number 2570030.

### **19. Updates to terms and conditions**

Terms and conditions updated 2 March 2017