

Critical Cinema Ltd

End User Terms

PLEASE READ THESE LICENCE TERMS CAREFULLY

We provide an online platform (described below) for delivering bespoke training films as a means of educating and assessing candidates in connection with relevant certifications.

This licence agreement (this "**Licence**") is a binding legal agreement between you (the "**Licensee**" or "**you**") and Critical Cinema Ltd (registered in England and Wales under company number 10482373) of 20-22 Wenlock Road, London N1 7GU (the "**Licensor**", "**us**" or "**we**") in relation to the training films and related content (the "**Content**") that are made available to you via the website at criticalcinema.co (the "**Platform**").

By registering to access the Platform or any Content or by using our services in any way, you accept the terms of this Licence. If you do not wish to be bound by this Licence, do not access the Platform or any Content and do not use our services.

We license use of the Platform and 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.

Browser requirements: Accessing the Content via the Platform requires an internet connection. The "**Platform**" is tested against and supports the following desktop browsers, provided that JavaScript and cookies are both enabled:

1. Chrome (current version)
2. Firefox (current version)
3. Microsoft Edge (current version)
4. Microsoft Internet Explorer 9 above (standard mode only)

Browser versions are deprecated and terminated from support based on the lifecycle dates stated by each browser's vendor. Wherever possible, upgrade to the latest version of a supported browser is recommended.

1. GRANT AND SCOPE OF LICENCE

1. In consideration of you agreeing to comply with the terms of this Licence, we grant to you a non-exclusive, non-transferable licence to access and use the Platform and to view the Content, in each case on the terms of this Licence. This Licence is personal to you and you may not transfer or sub-license it to anyone else.
2. You may access and use the Platform and view the Content for your personal purposes only. You may not use the Platform or any Content for commercial purposes.
3. [We may upgrade the Platform from time to time to reflect changes in the Operating System. The Platform will work with the current or previous version of that Operating System (as it may be updated from time to time).]

4. We may update and change the Platform from time to time to reflect (among other things) changes to the Content, the way in which it is displayed and/or the functionality of the Platform. We will try to give you reasonable notice of any major changes.

1. RESTRICTIONS

1. Except as expressly set out in this Licence or as permitted by any local law, you agree that you will not:
 1. copy any aspects of the Platform or any Content, except solely to the extent that copying is incidental to normal use of the Platform or normal viewing of the Content;
 2. rent, lease, sub-license, loan, translate, merge, adapt, vary, alter, modify, reproduce, redistribute or sell any aspects of the Platform or any Content;
 3. decompile, reverse engineer, or disassemble, or create derivative works from, any aspects of the Platform or any Content or any source code in them (except to the extent that these acts cannot be prohibited by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988);
 4. circumvent any of the technical measures that we have taken in relation to the Platform or the Content or take any measures to interfere with or damage the Platform or any Content; or
 5. provide, or otherwise make available, the Platform or any Content in any form, in whole or in part, to any person without prior written consent from us.
2. Our Acceptable Use Policy sets out permitted uses and prohibited uses of the Platform. When using the Platform, you must comply with this Acceptable Use Policy.

1. YOUR ACCOUNT

1. In order to access the Platform and view the Content, you must register on the Platform either: (i) by providing a user name, password, and valid email address; or (ii) through the link that will have been sent to you by your employer (or by the other third party that has arranged for you to register to access the Platform or any Content). You must provide complete and accurate registration information to us and notify us if your information changes. We recommend that you do not select an obvious password (such as your name) and that you change it regularly.
2. You are responsible for all activity that occurs in connection with your account. You must keep your account credentials confidential and not allow any other person to use them. If you are using a public or shared computer, you must log out of your account after you have finished using the Platform. If you become aware of any unauthorised access to your account, you must change your password and notify us immediately.

1. **PERSONAL DATA**

1. To the extent we process any of your personal data in connection with this Licence, we do so on behalf of the organisation that provides the training course, qualification and/or certification for which you have enrolled (the "**Training Organisation**"). For these purposes, the Training Organisation is the data controller in respect of your personal data and we are a data processor.
2. We will process your personal data in order to perform and give effect to this Licence, and otherwise only in accordance with instructions from the Training Organisation. We will take appropriate technical and organisational measures against the unauthorised or unlawful processing of any personal data and against the accidental loss or destruction of, or damage to, any personal data.

1. **[COOKIES**

1. Our [Cookie Policy](#) sets out information about the cookies on the Platform and applies in connection with your use of the Platform.]

1. **INTELLECTUAL PROPERTY RIGHTS**

1. You acknowledge that all intellectual property rights and other rights in the Platform and the Content throughout the world belong to us, that those intellectual property rights and other rights in the Platform and the Content are licensed (and not sold) to you, and that you have no intellectual property rights or other rights in, or to, the Platform or the Content other than the right to access and use the Platform and to view the Content in accordance with the terms of this Licence.
2. You acknowledge that you have no right to access any source code in the Platform or the Content other than as expressly provided in this Licence.

1. **LINKING BETWEEN SITES**

1. Where the Platform contains links to other sites and resources provided by third parties, these links are provided for your information only. These links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources.
2. You may link to the home page of our promotional site (but not to the closed section of the Platform), provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our site in any website that is not owned by you. Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page of our promotional site. We reserve the right to withdraw

linking permission without notice. The website in which you are linking must comply in all respects with the content standards set out in our [Acceptable Use Policy](#).

2. VIRUSES

1. We do not guarantee that the Platform or the Content will be secure or free from bugs or viruses.
2. You are responsible for configuring your information technology, computer programmes and platform to access the Platform and the Content. You should use your own virus protection software.
3. You must not misuse the Platform or the Content by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Platform or the Content, the server on which the Platform or the Content is stored or any server, computer or database connected to the Platform or the Content. You must not attack the Platform or the Content via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you may commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Platform and the Content will cease immediately.

1. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

1. **We are responsible to you for foreseeable loss and damage caused by us (subject to paragraph 9.2 below).** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this Licence or our failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time this Licence was made, both we and you knew it might happen. This paragraph is subject to paragraph 9.2 below.
2. **We are not responsible for the information or the advice that are included in the Content (subject to paragraph 9.3 below).** The Content (including all of the films and other materials that you view using the Platform) is based on material that has been supplied to us by the Training Organisation. That Training Organisation is the subject-matter expert in relation to the Content, which we distribute on their behalf. As a result, we do not accept any responsibility for the information or advice that are included in the Content, and you acknowledge that we have no duty of care towards you in connection with the Content (including any of the films or other materials that you view using the Platform) or your use of it. This paragraph is subject to paragraph 9.3 below.
3. **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.
4. **We are not liable for business losses** The Platform and the Content are for private use. If you use the Platform or any Content for any commercial,

business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

1. TERMINATION

1. We may terminate this Licence (and your right to access the Platform and the Content) immediately by written notice to you if you commit a material or persistent breach of this Licence which you fail to remedy (if it is remediable) within 14 days after the service of written notice requiring you to do so.
2. Upon termination for any reason:
 1. all rights granted to you under this Licence shall cease; and
 2. you must cease all activities authorised by this Licence.

1. COMMUNICATIONS BETWEEN US

1. 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 email or by pre-paid post to Critical Cinema Ltd at 20-22 Wenlock Road, London N1 7GU or info@criticalcinema.co. We will confirm receipt of this by contacting you in writing (which may include by email).
2. If we have to contact you or give you notice in writing, we will do so by email or by pre-paid post to the address you provide or confirm to us.

1. OTHER IMPORTANT TERMS

1. We may transfer our rights and obligations under this Licence to another organisation. We will tell you in writing if this happens and we will ensure that the transfer will not affect your rights under this Licence.
2. You may only transfer your rights or your obligations under this Licence to another person if we agree in writing.
3. This Licence does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 (or any equivalent provision) to enforce any term.
4. Each of the paragraphs of this Licence operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
5. If we do not insist immediately that you do anything you are required to do under this Licence, or if we delay in taking steps against you in respect of your breaking this Licence, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
6. **Which laws apply to this Licence and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

Acceptable Use Policy

This acceptable use policy sets out the terms between you and us under which you may access our online platform via the website at britkitpro.com (the "**Platform**"). This acceptable use policy applies to all users of, and visitors to, the Platform.

Your use of the Platform means that you accept, and agree to abide by, all the policies in this acceptable use policy, which supplement our licence agreement with you in relation to the Platform [licence agreement](#) (the "**Licence**").

britkitpro.com is a site operated by Critical Cinema Ltd ("**we**" or "**us**"). We are registered in England and Wales under company number 10482373 and we have our registered office at 20-22 Wenlock Road, London N1 7GU, which is also our main trading address. [Our VAT number is 270 1484 21.]

1. PROHIBITED USES

You may use the Platform only for lawful purposes. You may not use the Platform:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our [content standards](#).
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of the Platform in contravention of the provisions of the Licence.
- Not to access without authority, interfere with, damage or disrupt:
 - any part of the Platform;
 - any equipment or network on which the Platform is stored;
 - any software used in the provision of the Platform; or
 - any equipment or network or software owned or used by any third party.

1. INTERACTIVE SERVICES

We may from time to time provide interactive services on the Platform, including, without limitation:

- Chat rooms.
- Bulletin boards.

("interactive services").

Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for users from third parties when they use any interactive service provided on the Platform, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on the Platform, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

1. CONTENT STANDARDS

These content standards apply to any and all material which you contribute to the Platform ("**contributions**"), and to any interactive services associated with it.

You must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- Be accurate (where they state facts).
- Be genuinely held (where they state opinions).
- Comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

- Contain any material which is defamatory of any person.
- Contain any material which is obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.

- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from us, if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

1. SUSPENSION AND TERMINATION

We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of the Platform. When a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this acceptable use policy constitutes a material breach of the Licence, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use the Platform.
- Immediate, temporary or permanent removal of any posting or material uploaded by you to the Platform.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

1. CHANGES TO THE ACCEPTABLE USE POLICY

We may revise this acceptable use policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this acceptable use policy may also be superseded by provisions or notices published elsewhere on the Platform.

Cookie Policy

Cookies are small amounts of information that are sent to and are stored on your computer's hard drive. They are used to identify you when you visit the site, and to make your use of the site more convenient for you. Cookies are used to remember usernames, passwords and preferences and to deliver a faster and more personalised service.

The "Platform" and service only uses first party cookies to gather analytics and usage data for our website, with the ultimate aim of improving the experience for our users.

Through the use of "cookies" the service may automatically collect some technical information which is not personally identifiable. Examples of this may include the type of Internet browser you are using and the domain name of the web site from which you linked to our site. We may aggregate this type of information for market research purposes and to improve our website.

Many Internet browsers allow you to set them to warn you before a cookie is stored or to block cookies altogether.

How to enable and disable cookies using your browser

If you do disable our cookies you may find that certain sections of our website do not work. For example, you may have difficulties logging in or purchasing items.

1. Google Chrome

- Click on the 'wrench' icon on the browser (usually found top-right corner) to open the tools menu
- From the tools menu select 'Options'
- Click the 'Under the Hood' tab from the menu on the left.
- In the 'Privacy' section, select the 'Content settings' button
- To enable cookies: select 'Allow local data to be set' option
- To disable cookies: select 'Block all cookies' option

Note there are various levels of cookie enablement and disablement in Chrome. For more information on other cookie settings offered in Chrome, refer to the following page from Google: <http://support.google.com/chrome/bin/answer.py?hl=en&answer=95647>

2. Microsoft Internet Explorer

- Click on 'Tools' at the top of your browser window and select 'Internet Options'
- In the options window navigate to the 'Privacy' tab
- To enable cookies: Set the slider to 'Medium' or below
- To disable cookies: Move the slider to the top to block all cookies

Note there are various levels of cookie enablement and disablement in Explorer. For more information on other cookie settings offered in Internet Explorer, refer to the following page from Microsoft: <http://windows.microsoft.com/en-GB/windows-vista/Block-or-allow-cookies>

3. Mozilla Firefox

- Click on 'Tools' at the browser menu and select 'Options'
- Select the Privacy panel
- To enable cookies: Check 'Accept cookies for sites'
- To disable cookies: Uncheck at 'Accept cookies for sites'

Note there are various levels of cookie enablement and disablement in Firefox. For more information, refer to the following page from Mozilla: <http://support.mozilla.org/en-US/kb/Enabling%20and%20disabling%20cookies>

4. Opera

- Click on 'Setting' at the browser menu and select 'Settings'
- Select 'Quick Preferences'
- To enable cookies: check "Enable Cookies"
- To disable cookies: uncheck "Enable Cookies"

Note there are various levels of cookie enablement and disablement in Opera. For more information on other cookie settings offered in Opera, refer to the following page from Opera Software: <http://www.opera.com/browser/tutorials/security/privacy/>

5. Safari on OSX

- Click on 'Safari' at the menu bar and select the 'Preferences' option
- Click on 'Security'
- To enable cookies: In the 'Accept cookies' section select 'Only from site you navigate to'
- To disable cookies: In the 'Accept cookies' section select 'Never'

Note there are various levels of cookie enablement and disablement in Safari. For more information on other cookie settings offered in Safari, refer to the following page from Apple: <http://support.apple.com/kb/PH11882>

6. All other browsers

Please look for a “help” function in the browser or contact the browser provider.