

OpX - Terms of Use

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS PLATFORM

Introduction to the Terms

These terms outline the rules for using our "OpX Platform" (hereinafter referred to as OpX), a subscription service that includes functionality (such as Interventions) and Artefacts provided by us through a cloud-hosted platform (our Platform). For the purposes of these terms:

Artefacts: Refers to learning journey content, including eLearning content, videos, templates, and learning guides, accessible through our Platform.

Interventions: Refers to any functionality described as an intervention available through our Platform.

About Us

Our Platform is operated by OpX Software Limited. We are incorporated and registered in England and Wales under company number **15201870**, with our registered office at Brunel House (15th Floor), 2 Fitzalan Road, Cardiff, Wales, CE24 0EB.

Our Platform

Our Platform is licensed to a business with whom we have contracted under the terms of a Software as a Service agreement (the Agreement). This business has granted you access to our Platform as one of its authorized users.

Acceptance of the Terms

By using our Platform, you confirm that you accept these terms of use and agree to comply with them. If you do not agree with these terms, you must not use our Platform. We recommend that you print a copy of these terms for future reference.

Updates to the Terms

We may amend these terms from time to time. Each time you use our Platform, please check these terms to ensure you understand and agree with the terms that apply at that time.

Changes to Our Platform

We may update and change our Platform periodically to improve its functionality and user experience.

Safeguarding Your Account Details

If you are given a user identification code, password, or any other information as part of our security procedures, you must treat such information as confidential and not disclose it to any third party. We reserve the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time if we reasonably believe you have failed to comply with these terms of use. If you know or suspect that someone other than you have access to your user identification code or password, promptly notify us at support@opx.io

Intellectual Property on Our Platform

We, or our licensors, own all intellectual property rights in our Platform and the materials published on it. These works are protected by copyright laws and treaties worldwide. All rights are reserved.

Our Liability to You

We do not exclude or limit 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, and for fraud or fraudulent misrepresentation. We exclude all implied conditions, warranties, representations, or other terms that may apply to our Platform or any content on it. We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- Use of, or inability to use, our Platform; or
- Use of or reliance on any content displayed on our Platform.

Specifically, we will not be liable for:

- Loss of profits, sales, business, or revenue;
- Business interruption;
- Loss of anticipated savings;
- Loss of business opportunity, goodwill, or reputation; or
- Any indirect or consequential loss or damage.

Using Your Personal Information

We will use your personal information in accordance with our privacy policy.

Do Not Introduce Viruses

You are responsible for configuring your information technology, computer programs, and platform to access our Platform. You should use your own virus protection software. You must not misuse our Platform by knowingly introducing viruses, trojans, worms, logic bombs, or other malicious or technologically harmful materials. Unauthorized access to our Platform, the server hosting our Platform, or any server, computer, or database connected to our Platform is strictly prohibited. You must not attack our Platform via a denial-of-service attack or a distributed denial-of-service attack. Breaching this provision constitutes a criminal offense. We will report any such breach to the relevant law enforcement authorities and cooperate with them by disclosing your identity. In the event of a breach, your right to use our Platform will cease immediately.

Prohibited Uses

You may not use our Platform:

- In any way that breaches applicable local, national, or international laws or regulations.
- In any way that is unlawful, fraudulent, or has an unlawful or fraudulent purpose or effect.
- With the intent to harm or attempt to harm minors in any way.
- To bully, insult, intimidate, or humiliate any person.
- To transmit or procure the sending of unsolicited or unauthorized advertising, promotional materials, or any other form of similar solicitation (spam).
- To upload terrorist content.
- To promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- To infringe any copyright, database right, or trademark of any other person.
- In any way that breaches any legal duty owed to a third party, such as a contractual duty or a duty of confidence.

You also agree:

- Not to use our Platform in contravention of the provisions of the Agreement.
- Not to reproduce, duplicate, copy, or resell any part of our Platform in contravention of the provisions of the Agreement.
- Not to access without authority, interfere with, damage, or disrupt any part of our Platform, any equipment or network on which our Platform is hosted, or any software used in the provision of our Platform.

Do Not Interfere with Third-Party Software or Equipment

You must not access without authority, interfere with, damage, or disrupt any software used in the provision of our Platform or any equipment, network, or software owned or used by any third party.

Governing Law and Jurisdiction for Disputes

These terms of use, their subject matter, and their formation (including any non-contractual disputes or claims) are governed by English law. Both parties agree to the exclusive jurisdiction of the courts of England and Wales.