



THE STARFISH WAY AND THE DISTANCE LEARNING HUB TERMS OF USE

The Starfish Way SCIO
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1. About These Terms

These Terms of Use ("**Terms**") explain the rules for using The Starfish Way website (www.thestarfishway.co.uk) and the Starfish Way learning platform, the Distance Learning Hub (www.thestarfishway.odoo.com), and any related learning resources, websites, courses, and services provided by **The Starfish Way SCIO** ("**we**", "**us**", "**our**").

By creating an account, accessing, or using either the website or the Distance Learning Hub, you agree to these Terms. If you do not agree to these Terms, you must not use the website or the Distance Learning Hub.

2. Definitions

In these Terms:

Account means the user account you create to access our Services.

Content means all text, training materials, videos, documents, graphics, course materials, assessments, and other information available through the Services.

Distance Learning Hub means our online learning platform and associated website.

Learning Materials means any educational resources, courses, workbooks, videos, assessments, or training documents provided by us.

Services means The Starfish Way website and the Distance Learning Hub, related websites, support services, and Learning Materials.

User, you, and your mean anyone who accesses or uses the Services.

3. About the Services

The website provides information about our services including the Distance Learning Hub. The Distance Learning Hub provides learning, training, and development resources.

We may add, remove, modify, or replace content and features from time to time to improve the Services.

We do not guarantee that specific courses, modules, or resources will always remain available.

4. Eligibility

You must be at least 16 years old, or have the permission of a parent, guardian, school, employer, or other responsible organisation to use the Services.

You are responsible for ensuring that your use of the Services complies with any policies or requirements that apply to you.

5. Your Account

If you create an Account, you must:

- provide accurate information;
- keep your login details secure;
- keep your details up to date; and
- notify us if you believe your Account has been used without permission.

You are responsible for all activity carried out through your Account.

You must not share your login details with another person.

6. Acceptable Use

You agree to use the Services responsibly and lawfully.

You must not:

- use the Services for unlawful purposes;
- attempt to gain unauthorised access to systems or data;
- upload viruses, malware, or harmful content;
- interfere with the operation or security of the Services;
- misrepresent your identity;
- copy, distribute, sell, or exploit our Learning Materials without permission; or
- use the Services in a way that may damage our reputation or the experience of other users.

7. Learning Materials and Intellectual Property

All intellectual property rights in the Services and Learning Materials belong to us or our licensors.

We give you a limited, non-exclusive, non-transferable right to access and use the Learning Materials for your own personal learning, professional development, or authorised organisational use.

Unless we give written permission, you must not:

- reproduce Learning Materials;
- publish Learning Materials online;
- sell or licence Learning Materials;
- adapt or modify Learning Materials for commercial use; or
- remove copyright or ownership notices.

Nothing in these Terms transfers ownership of our intellectual property to you.

8. User Data

To improve the delivery of our Distance Learning Hub services, The Starfish Way SCIO is migrating its learning platform from its existing WordPress-based learning management system within The Starfish Way website and which uses Tutor LMS Pro and associated membership functionality, to the Odoo eLearning platform.

As part of this migration, we may securely transfer information required to maintain and provide your learning account, including your name and contact details, user account information, course enrolments, learning records, course progress and other information associated with your use of the Distance Learning Hub.

Following migration, this information will be processed within the Odoo platform for the purpose of providing and administering the Distance Learning Hub and maintaining your access to courses and learning records.

The migration will be undertaken securely and in accordance with our Privacy Policy and applicable data protection legislation. Our Privacy Policy provides further information about how we use personal information, the organisations that process information on our behalf, where information may be processed or stored, and your data protection rights.

9. Feedback and User Submissions

If you provide feedback, suggestions, comments, or other submissions to us, you allow us to use them to improve the Services without payment or compensation.

You remain responsible for anything you submit and must ensure that it:

- is accurate;
- does not infringe another person's rights; and
- does not contain unlawful or harmful material.

10. Privacy and Data Protection

We process personal information in accordance with our Privacy Notice and applicable data protection laws.

By using the Services, you acknowledge that we may collect and process personal information necessary to provide learning services, maintain accounts, monitor engagement, issue certificates, and improve the platform.

Further information is available in our Privacy Notice.

11. Service Availability

We aim to keep the Services available and functioning properly.

However, we cannot guarantee that the Services will always be uninterrupted, secure, error-free, or available at all times.

We may suspend access temporarily for maintenance, upgrades, security reasons, or circumstances beyond our reasonable control.

12. Third-Party Services

The Services may contain links to third-party websites, tools, or resources.

We are not responsible for the content, availability, security, or practices of any third-party services.

Your use of third-party services is governed by their own terms and policies.

13. Suspension and Termination

We may suspend or terminate your access to the Services if:

- you breach these Terms;
- your use creates a security risk;
- we are required to do so by law; or
- the Services are being discontinued.

You may stop using the Services at any time.

Termination does not affect any rights or obligations that arose before termination.

14. Liability

We will provide the Services with reasonable care and skill.

However, the Services are provided on an "as available" basis.

To the fullest extent permitted by law, we are not liable for:

- indirect or consequential losses;
- loss of profits;
- loss of business opportunities;
- loss of data; or
- losses resulting from circumstances outside our reasonable control.

Nothing in these Terms limits or excludes liability where it would be unlawful to do so, including liability for:

- death or personal injury caused by negligence;
- fraud or fraudulent misrepresentation; or
- any other liability that cannot legally be excluded.

15. Changes to the Services or These Terms

We may update the Services or these Terms from time to time.

Where changes are significant, we will take reasonable steps to notify users.

Continued use of the Services after changes take effect means you accept the updated Terms.

16. Governing Law

These Terms are governed by the laws of Scotland.

Any dispute relating to these Terms or the Services will be subject to the exclusive jurisdiction of the Scottish courts.

Before starting legal proceedings, both parties will make reasonable efforts to resolve the dispute through discussion and negotiation.

17. Contact Us

If you have any questions about these Terms or the Services, please contact:

The Starfish Way SCIO

Distance Learning Hub

Email: admin@thestarfishway.co.uk

Website: www.thestarfishway.co.uk