

## **E-VOLVE TERMS OF ACCEPTABLE USE**

This online assessment platform (**e-volve**) is operated by the City & Guilds Limited (**we** or **us**). We are a body incorporated by Royal Charter and registered as a charity in England and Wales (Reg. No. 312832) and in Scotland (Reg. No. SC039576). Our main office is located at 1 Giltspur Street, London EC1A 9DD.

This acceptable use policy sets out the terms between you and us under which you may access and use e-volve. This acceptable use policy applies to all users of e-volve. Your use of e-volve means that you accept, and agree to abide by, this acceptable use policy.

### **Password protection**

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion, security may be compromised.

### **Privacy**

We may collect information that you, or your centre, provide to us via e-volve. For example, we may collect information submitted to us when you sit an assessment such as your name, date of birth, candidate registration number, and assessments you have registered for. If you contact us, we may keep a record of that correspondence.

All information provided to us will be stored on our servers in the United Kingdom. We will use strict procedures and security features to try to prevent unauthorised access.

We may use information held about you to assess your performance, and provide these results to your centre. From time to time we may also need to contact you to provide support, assistance, instructions, or updates in relation to e-volve.

We may disclose your personal information: to any member of the City & Guilds group; to third party service providers contracted to us in relation to the provision of e-volve; to your centre. We may also disclose your personal information if we are required to do so in order to comply with any legal or regulatory obligations.

You have the right to access personal information which we hold about you by contacting us at the address provided below. We will then send you an access request to fill in and return to us. We may charge a fee of £10 to meet our costs in providing you with details of the information we hold about you.

### **Use of e-volve**

You may only use e-volve for lawful purposes. You may **not** use e-volve:

- 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.
- 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:

- That you will comply with all instructions given to you by us, or your centre, in relation to your access to or use of e-volve.
- Not to reproduce, duplicate, copy or otherwise make available any part of e-volve or the content provided via e-volve.
- Not to access without authority, interfere with, damage or disrupt: any part of e-volve; any equipment or network on which e-volve is stored; any software used in the provision of e-volve.

### **Interactive services**

We may from time to time provide interactive services on our site, including functionality that allows discussion between users (**interactive services**).

Where we do provide interactive services, we are under no obligation to monitor or moderate those interactive services. However, we may from time to time review content posted, and reserve the right to take down any content which contravenes, or may contravene, the following content standards.

All contributions posted on e-volve 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 the contribution is posted.

Contributions must not:

- Contain any material which is defamatory of any person, obscene, offensive, hateful inflammatory, discriminatory, private or confidential.
- Infringe any copyright, database right or trade mark of any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.

## **Suspension and termination**

We will determine, in our discretion, whether there has been a breach of this acceptable use policy. 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 may result in our taking all or any of the following actions:

- Immediate, temporary, or permanent withdrawal of your right to use e-volve.
- Immediate, temporary or permanent removal of any contribution posted or uploaded by you.
- Issue of a warning to you.

For serious breaches, we may commence legal proceedings against you, or disclose 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.

## **Service availability**

You acknowledge that as e-volve is provided over the internet, access is not guaranteed. In addition, we reserve the right to withdraw, suspend, or alter the service we provide without notice if doing so is reasonably necessary in the circumstances.

## **Trade marks**

'City & Guilds' and 'e-volve' are UK registered trade marks of the City and Guilds of London Institute. These trade marks may not be used without our prior written permission.

## **Changes to this 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.

## **Contact us**

Please contact us at one of the following addresses if you have any queries in relation to this policy:

By email: [e-volvesupport@cityandguilds.com](mailto:e-volvesupport@cityandguilds.com)  
By post: City & Guilds, 1 Giltspur Street, London, EC1A 9DD, England