

### Use of IWCF FORUM site

Please familiarise yourself with the terms of use of our site accessible from <a href="https://www.iwcf-forum.org/Terms.aspx">https://www.iwcf-forum.org/Terms.aspx</a>. These terms of use are also subject to the Privacy and Cookies Policy accessible from <a href="https://www.iwcf-forum.org/Terms.aspx#CookiesPrivacy">https://www.iwcf-forum.org/Terms.aspx#CookiesPrivacy</a>.

If your access to our site was carried out by you or arranged on your behalf (such as via your employer or training centre), please ensure:

- 1. You read the Privacy and Cookies Policy below in connection with IWCF's use of your personal information; and
- 2. Please ensure that you check the accuracy of the personal information inputted to this site before you use this site.

Any use of this site is subject to: (a) the terms of use; (b) the Privacy and Cookies Policy; and (c) any other the terms below.

Eligibility to be awarded with an IWCF certificate is conditional upon you providing certain personal information (further details to be found below in the Privacy and Cookies Policy). If you do not supply this information, you will not be eligible to sit the examination. The information provided will be processed by International Well Control Forum based in the United Kingdom (the accrediting body) for the following reasons: (1) To generate and validate secure IWCF certificates; (2) To produce a secure online certificate verification module which is used to verify the validity of certificates; and (3) In the event of loss or damage of a certificate the IWCF may issue a letter confirming Candidate Registration details and examination results. For further details regarding how IWCF process your personal data, please see <a href="https://www.iwcf-forum.org/Terms.aspx#CookiesPrivacy">https://www.iwcf-forum.org/Terms.aspx#CookiesPrivacy</a>.

Employer details are required for certificate validation purposes and the employer will not be contacted without your permission for any other reason. Candidate information will not be passed to any other third parties without permission, apart from in the following situations: (1) If there is a complaint or legal challenge concerning your attendance on the course; (2) To assist the public authorities: in the prevention or detection of crime, in the protection of public funds or the apprehension or prosecution of offenders; and (3) In other situations as required and permitted by law.

If you act unethically in relation to IWCF courses or certificates (which includes, but is not limited to, cheating in an IWCF examination or use of a counterfeit IWCF certificate), you may be included on a 'Banned Persons List' with the consequence that you will not be entitled to sit IWCF exams or hold an IWCF certificate.

#### Terms of website use

These terms tell you the terms of use on which you may make use of our website <a href="www.iwcf-forum.org">www.iwcf-forum.org</a> ("our site"). Use of our site includes accessing, browsing, or registering to use our site. Please read these terms of use carefully before you start to use our site. We recommend that you print a copy of this for future reference. By clicking "I Accept" below and making use of our site, you confirm that you accept these terms of website use and that you agree to comply with them and, if relevant, that you have authority to provide data relating to your employees or course delegates. If you do not agree to these terms of use, you must not use our site.

### Information about us

IWCF FORUM is a site operated by IWCF OPERATIONS LIMITED, incorporated under the Companies Acts with registered number SC568731 and having its registered office at Inchbraoch House, South Quay, Montrose, Angus DD10 9UA ("IWCF", "we", "us" or "our").

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IWCF OPERATIONS LIMITED is a subsidiary of the International Well Control Forum who is a Scottish Charitable Incorporated Organisation incorporated under the Charities and Trustee Investment (Scotland) Act 2005 (Scottish charity number SC045842) and having its principal office at Inchbraoch House, South Quay, Montrose, Angus DD10 9UA.

# Changes to these terms and site

We may revise these terms of use at any time by amending this page. Please check this page from time to time to take notice of any changes we made, as they are binding on you. We may update our site from time to time and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that our site, or any content on it, will be free from errors or omissions.

## Accessing our site

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue, or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our site.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

### Your account and password

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. 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 reasonable opinion you have failed to comply with any of the provisions of these terms of use.

### Intellectual property rights

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

# Uploading content to our site

Whenever you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site, you must comply with the content standards set out in these terms. You warrant that any such contribution does comply with these standards, and you will be liable to us and indemnify us for any breach of that warranty.

You retain all of your ownership rights in your content, but you are required to grant us a limited licence to use, store and copy that content for the purpose of providing the service requested.



We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our site however you warrant that the content provided is accurate to enable us to provide the service requested by you.

We have the right to remove any posting you make on our site if, in our opinion, the uploaded content is any way unlawful, libellous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent, or otherwise objectionable.

#### No reliance on information

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete, or up to date.

# Limitation of our liability

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by Scots law.

To the extent permitted by law, we exclude all conditions, warranties, representations, or other terms which may apply to our site or any content on it, whether express or implied.

We will not be liable to any user 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 site, use of or reliance on any content displayed on our site.

In particular, 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.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

#### **Viruses**

We do not guarantee that our site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.

#### Third party links and resources in our site

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources.

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# Applicable law

These terms of use, its subject matter, and its formation (and any non-contractual disputes or claims) are governed by Scots law. We both agree to the exclusive jurisdiction of the courts of Scotland.