

KEYcademy™ online courses - Terms and Conditions

Background

K2C Education AB's Internet-based service KEYcademy™ is communicated to companies and individuals via subscriptions (hereinafter referred to as "the Service"). Through the Service, you can access courses, training and other content via streaming. For up-to-date information on available content on KEYcademy™, see the website www.keycademy.com (the "Website").

Diploma Group Sverige AB manages the operation of the Website.

About K2C Education AB

The service is provided by K2C Education AB ("We" or "Us") with EU VAT no SE556514196601.

Terms of Use

These General Terms (together with the documents referred to herein) apply and are legally binding on all users of the Service. You must read and accept these terms and conditions before using the Service. By using the Service, you acknowledge that you agree to these Terms of Use and that you agree to comply with them. If at any time you do not accept or are unable to comply with the terms and conditions, you are not entitled to use the Service. These terms may, if applicable, be referred to as terms of purchase or use and are then referred to the Services General Terms.

Use of the service

You can access the Service through

- that you as a private individual sign up for courses through the Service
- that your employer signs up for courses through the Service

Alternatively, you can access the Service as part of another service offered by K2C Education AB.

To access the Service you must:

- have reached the age of 18 to register a user account;
- confirm that the personal and company information you provided at registration is true and correct and that you must notify us if your information is changed at any time;
- use the Service for personal use only, regardless of who has paid for the service. The Service may not under any circumstances be used for any commercial purpose.
- ensure that you have access to a suitable mobile network and / or a broadband connection that you or your employer pays for yourself;
- not use the Service for any unlawful or inappropriate purpose nor to allow anyone else to do so.

Rights of private individual customers

For corporate customers, the agreement signed between K2C Education AB and the customer applies in connection with ordering.

For private individual customers, K2C Education AB complies with the customer's rights in accordance with the Swedish Distance and Home Sales Act (2005:59) and the Swedish E-Commerce Act (2002: 562) when purchasing goods and services on the Internet. We follow the General Complaints Board's recommendations and if you want to read more about your rights, you can visit the Swedish Consumer Agency's website www.konsumentverket.se.

Privacy and information according to GDPR

We process information about you in accordance with our Privacy Policy. You consent to such processing by using the Website or the Service.

K2C Education AB will process your personal information. The main purpose of this is to enable us to fulfill our obligations to you as a buyer of our services. For example, we use your date of birth to provide you with certificates after completed training.

We have the ambition to inform and entertain you as a buyer and to provide useful and in-demand services. We therefore process your personal data in order to obtain relevant information, offers and interesting services from us.

You can find more about how we process your personal data in accordance with our Privacy Policy at <https://key2compliance.com/policies-cookies/>

Use of data for marketing purposes

Information that you directly or indirectly provide to us by utilizing our services and offers may be used by us for example direct marketing, which will then be sent to your e-mail address, via SMS or other function. By accepting these terms, you agree to receive such notices from us. You have the right to refuse such mailings, which you do by either sending us an email at info@key2compliance.com or using the reply feature in the emails, SMS or other messages we send to you.

Connection and equipment

Your ability to use the Service depends on you having the necessary equipment, systems and connection. Before subscribing to the Service, you must ensure that you have the necessary equipment, systems and connection to be able to access the Service in the intended manner. Our services specify system requirements but meeting these requirements does not guarantee that you will always be able to successfully look at the Service. You agree that the accessibility of the Service may be affected by congestion on the Internet or any other network, ISP, electronic, computer or other communication problem or error and that K2C Education AB is not responsible for failure to use the Service caused by such congestion, problem or error.

Management of password and username

When registering, you must enter a username and password. This may already be arranged by your employer. You must keep your password and username confidential and do not give it to any third party. Username and password may only be used by you and only on one device at a time.

K2C Education AB has the right to request that you change your password at any time, with reasonable notice. You are aware that such a change may cause a temporary interruption in your access to the Service.

If you suspect that someone else is using your username and / or password, you must notify us immediately and change your password. If K2C Education AB has reason to believe that the username and / or password has been disclosed to or otherwise abused by an unauthorized person, K2C Education AB has the right to immediately switch off and / or render the Service inaccessible to you or in any other way prevent continued unauthorized use.

Availability

Our goal is for our services to always function satisfactorily but www.keycademy.com is delivered as it is and with the quality it has.

K2C Education AB guarantees an accessibility of 97% and if K2C Education AB fails to make the Service available to a sufficient extent, this should be compensated primarily by the extended subscription and only when it is not practically possible to pay financial compensation in accordance with lost accessibility.

E-mails

Information and messages from K2C Education AB will be sent to the e-mail address provided at registration. If you change your e-mail address, you must update your profile on the website without delay. K2C Education AB has the right to regard the most recent e-mail address as the correct customer address.

Advertising and marketing

KEYcademy™ is not a website with advertising content. Users of the Service approve that educators tell you where they work, what they work on, about books they have written, about products they have produced and about their experiences. Similarly, users of K2C Education AB agree that the films contain brands, products, stories and commercials in order to reinforce or clarify messages. Users of the Service cannot in any way consider that these products, messages or trademarks are unfair marketing.

Payment and delay

Contract customers are invoiced in accordance with the content of the agreement signed when ordering. Invoice purchases via the website are due net 10 days and users of the Service can access it directly without waiting for payment to be made.

Individuals and companies that have subscribed to the Service via the K2C Education AB's or partners' website and have chosen a card payment, receive a payment link via email completing their payment within 4 days, and the payment will be deducted from the credit or debit card specified.

Fees to renew courses that have not been completed during the course's pre-determined availability period may apply.

You agree to keep sufficient funds available to cover the course fee and / or the One-Time Payment and / or the Binding Fee (the "Fees") when a fee becomes due. In case of late payment, K2C Education AB is entitled to charge interest on late payments on interest due, the statutory reminder fee and, where applicable, statutory collection fee. If you do not have sufficient funds on the payment date, K2C Education AB is entitled to cancel or restrict your access to the Service. Furthermore, K2C Education AB has the right to terminate the Service in its entirety with immediate effect in the event of delay in payment with more than 10 days.

When sufficient funds are not available to cover the fees, K2C Education AB has the right to recover the debt in another way. Information about completed purchases can be found under "My Account" on the website.

Prices

The course fees are paid in accordance with the current price list. Prices are available on the website and may change from time to time, which will be notified to you in accordance with these rules. Except for your rights during the "Cooling Period", no paid fees are refunded and K2C Education AB makes no refunds or credits for unused or partial use of the Service.

Changes to K2C Education AB's services

After notification via e-mail or publication on the website, K2C Education AB has the right, at its sole discretion, to make changes to the Service. Such change shall take effect at the time specified in the notice, but not earlier than 30 days from the date of dispatch or publication of the notice.

Amendments may also be made at short notice if it was caused by a potential law violation, a government decision, a change of law or similar situation of Force Majeure nature. If the amendment does not constitute an obvious advantage, you can cancel the agreement in the relevant part, provided that notice has been received by K2C Education AB before the amendment enters into force.

As it is our policy to continuously improve the Service, changes to and updates to the content (such as discontinuing or adding content, educators, or courses) and changes to the site's appearance are not considered changes under this section.

Termination of service

If your cancellation does not fall within the cooling period described below, K2C Education AB will not refund any fees that you have already paid or cancel purchases that have been completed but not yet paid.

Termination by K2C Education AB

K2C Education AB reserves the right to terminate access to the Service at any time or until further notice. If we terminate the agreement, you will either;

- to have access to the Service (or receive a proportional refund at K2C Education AB's discretion) for the remainder of your current availability period; or
- to have access to the individual Service(s) that you have already purchased through a One-Time Payment for the remainder of the Service's term of validity.

If the dismissal is due to:

- unauthorized or suspected unauthorized use of the Service;
- failure to comply with these General Terms and Conditions;
- delay in payment of more than 10 days after the due date;

K2C Education AB shall have the right to terminate the Service with immediate effect and the remaining fee(s) is immediately due for payment to K2C Education AB.

Right of withdrawal and cooling period for private individuals

If you, as a private individual, have recently signed an agreement with K2C Education AB for the use of KEYcademy™ training via the Internet and you wish to cancel the agreement, you have the right to do so within 14 days of the purchase and receive a full refund. When you purchase one or more Services, the cooling off period will come into effect when you have received confirmation of the purchase. However, please note that **if you log in to KEYcademy™ and activate one or more Services, such as seeing a course section or the like, within the cooling off period, you will no longer have the right to cancel your purchase and receive a refund.** To cancel your purchase and activate the cooling off period, please send an email to customer service at info@key2compliance.com

Immaterial rights

All content from the Service is protected by Swedish and international copyright law.

All copyrights and other intellectual property rights in materials or content that form part of the Service are owned or licensed by K2C Education AB. K2C Education AB grants you a non-exclusive, non-transferable and limited license to use such rights solely for personal or personal use, not for any commercial purpose.

You may use your license privately or in your professional role provided you do not:

- copy, publish, reproduce, rent, post, transmit, distribute, send or make the content of the Service available to the public or authorize any other person to do so;
- downloads, forwards or shares with you any of the content of the Service, accesses the content of any entity that is not registered by you, or charges you for viewing the Service;
- circumvents, modifies, removes, derives the structure or reconstructs, creates derivative products, disassociates, modifies the Service or otherwise manipulates any security function or encryption or other technology or software that forms part of the Service.

No ownership or other right in the Service or any of its content is granted or otherwise transferred to you. Violations of these provisions and intellectual property rights will always be regarded as a material violation of these General Terms and Conditions, which gives K2C Education AB the right to immediately close and / or render the Service inaccessible to you or otherwise prevent the continued unauthorized procedure.

Note that corporate customers may have signed other terms in their agreement and that these apply above general terms.

Security

You may not attempt to bypass the Service's security system or attempt to test the Service's security.

You may not use the Service in a manner that could damage, disable, overburden, impair or interfere with other users' use of the Service.

This includes sending or sending material containing software viruses or other data codes, files or programs created to damage, interrupt, destroy or limit the functionality of any computer software or hardware or equipment directly or indirectly linked to the Service.

You may not attempt to gain unauthorized access to any computer system, network, content or information that constitutes the Website, the Service or the system the Service is based on. You must also not attempt to gain access to any materials or information that has not been intentionally made available or available through the Service.

Violation of what is now said should always be considered a serious violation of these general terms and conditions, which gives K2C Education AB the right to immediately close and / or render the Service inaccessible to you as a user or otherwise prevent the continued unauthorized procedure.

K2C Education AB's liability for damages

The Service is offered in its existing condition and "subject to availability" and we do not give any guarantees or warranties as to the accuracy or completeness of the content, information, the Service or any other material provided on or through the Service. To the greatest extent possible, K2C Education AB makes no warranty or guarantee, express or implied, as to the function, quality, usefulness or security of the Service.

K2C Education AB, its affiliates, officers, directors, employees, trainers, licensees or third parties shall under no circumstances be liable for any direct, indirect, temporary or special or consequential damages arising out of use or inability to use the Service or any third party service to which access is provided through the Website or the Service. Nothing in these rules limits our liability for death or personal injury caused by our negligence, fraud or for any other reason that we cannot exclude or limit by law.

Liability

You agree to indemnify and hold K2C Education AB, its subsidiaries, affiliates and affiliates, and each of its members, officers, agents, trainers, contractors, partners and employees indemnified for any loss, damages, claims, costs and expenses including legal fees costs incurred by or in connection with any breach by you of these Terms and Conditions and any violation of any laws, regulations or third party rights.

Links from the site

When using the site, it may include links to other websites provided by third parties. K2C Education AB has no control over the content of these sites and assumes no responsibility for any loss or damage that may occur as a result of using them.

Dispute, court and applicable law

These Terms of Use and any disputes or claims arising out of or in connection with their content or creation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with Swedish law. If a dispute arises between K2C Education AB and the user, the parties shall first and foremost try to resolve the dispute through a mutual agreement. If the parties cannot agree, the dispute shall be subject to simplified arbitration.

K2C Education AB reserves the right to change and update terms and conditions

K2C Education AB reserves the right at any time to change or add to the general terms and conditions by changing the website.

K2C Education AB recommends that you keep yourself updated by visiting the website regularly. With any significant modification / add-on that reduces supply or functionality, you will be notified by email or publication on the website at least 30 days before the modification / add-on takes effect. In the event of such modification / addition, you may terminate the agreement on the day the change takes effect, on condition that the change is not obviously advantageous to the end user or employer and that K2C Education AB receives your notice of termination in advance. If you do not terminate the agreement as stipulated above, you will be deemed to have accepted the amendment.

Transfer of use and subscription

The agreement is only valid for individual users or companies and employees of companies that are a customer of K2C Education AB and you may not assign this agreement or any part thereof to a third party. K2C Education AB is always entitled to assign this agreement or any part thereof to a third party.

Full agreement

These terms and conditions together with K2C Education AB's Privacy Policy constitute the entire agreement between you and K2C Education AB and supersede any prior written or oral agreement regarding the content of these agreements.

For companies that have signed a separate contract for subscriptions for K2C Education AB, this separate agreement shall be considered to have interpretative precedence over general terms in cases where these two agreements are incompatible.

Force majeure

K2C Education AB has no liability to you for lack of performance or inaccessibility of or failure of the Website or the Service or delay in complying with these General Terms and Conditions where such lack of performance or inaccessibility or such error is caused by anything beyond our control.

Invalidity of provision

If any provision of this Agreement is deemed to be invalid or impossible to enforce, this provision shall in no way affect, invalidate or render it impossible to enforce the other provisions of this Agreement and the application of this provision shall be enforced to the extent permitted by law, as close as possible to the spirit of this agreement.