

Terms & Conditions



Terms & Condition of use

Thank you for using Global Technology Group Limited.

Global Technology Group Limited offers products and services provided by Global Technology Group Limited. These Terms of Use ("Terms") govern your use of our website, apps, and other products and services ("Services"). As some of our Services may be software that is downloaded to your computer, phone, tablet, or other device, you agree that we may automatically update this software, and that these Terms will apply to such updates. Please read these Terms carefully, and contact us if you have any questions, requests for information, or complaints. By clicking "I accept" (or for those who have not yet created an account, by using our Services), you agree to be bound by these Terms, including the policies referenced in these Terms. By using our Services, you agree to be bound by these Terms, including the policies referenced in these Terms.

These terms include an arbitration agreement and class action waiver that apply to all claims brought against Global Technology Group Limited. Please read them carefully; they affect your legal rights. The terms of the arbitration agreement and class action waiver shall not apply if unenforceable under the laws of the country in which you reside.

Using Global Technology Group Limited

• Who may use our services

You may use our Services only if you can form a binding contract with Global Technology Group Limited, and only in compliance with these Terms and all applicable laws. When you create your Global Technology Group Limited account, and subsequently when you use certain features, you must provide us with accurate and complete information, and you agree to update your information to keep it accurate and complete. Any individual under the age of 16 must be supported by a parent, guardian or teacher.

• Our license to you

Subject to these Terms and our policies (including the Acceptable Use Policy, Honor Code, course-specific eligibility requirements, and other terms), we grant you a limited, personal, non-exclusive, non-transferable, and revocable licence to use our Services. You may download content from our Services only for your personal, non-commercial use, unless you obtain our written permission to otherwise use the content. You also agree that you will create, access, and/or use only one user account, unless expressly permitted by Global Technology Group Limited, and you will not share access to your account or access

information for your account with any third party. Using our Services does not give you ownership of or any intellectual property rights in our Services or the content you access.

What you agree to by using our site

1. Changes to content offerings

Global Technology Group Limited offers courses and content ("Content Offerings") from various reputable sources. While we seek to provide world-class Content Offerings from our Content Providers, unexpected events do occur. Global Technology Group Limited reserves the right to cancel, interrupt, reschedule, or modify any Content Offerings, or change the point value or weight of any assignment, quiz, or other assessment, either solely, or in accordance with Content Provider instructions. Content Offerings are subject to the Disclaimers and Limitation of Liability sections below.

2. No academic credit

Global Technology Group Limited does not grant academic credit for the completion of Content Offerings. Unless otherwise explicitly indicated by a credit-granting institution, participation in or completion of Content Offerings does not confer any academic credit. Even if credit is awarded by one institution, there is no presumption that other institutions will accept that credit. You agree not to accept credit for completing a Content Offering unless you have earned a course certificate or other equivalent documentation of your completion of the Content Offering. Global Technology Group Limited, instructors, and the associated Content Providers have no obligation to have Content Offerings recognized by any educational institution or accreditation organisation.

3. Disclaimer of learner-content provider relationship

Except as described in the Degree, MasterTrack, and University Certificate Programs section below, nothing in these Terms or otherwise with respect to your participation in any Content Offerings by Content Providers: (a) establishes any relationship between you and any Content Provider; (b) enrolls or registers you in any Content Provider institution, or in any Content Offering offered by any Content Provider institution; or (c) entitles you to use the resources of any Content Provider institution beyond participation in the Content Offering.

Your content

1. User Content

The Services enable you to share your content, such as homework, quizzes, exams, projects, other assignments you submit, posts you make in the forums, and the like ("User Content"), with Global Technology Group Limited, instructors, and/or other users. You retain all intellectual property rights in, and are responsible for, the User Content you create and share. User Content does not include course content or other materials made available on or placed on to the Global Technology Group Limited platform by or on behalf of Content Providers or their instructors using the Services or Content Offerings. As between Global Technology Group Limited and Content Providers, such Content Offerings are governed by the relevant agreements in place between Global Technology Group Limited and Content Providers.

2. How Global Technology Group Limited and others may use user content

To the extent that you provide User Content, you grant Global Technology Group Limited a fully-transferable, royalty-free, perpetual, sublicensable, non-exclusive, worldwide licence to copy, distribute, modify, create derivative works based on, publicly perform, publicly display, and otherwise use the User Content. This licence includes granting Global Technology Group Limited the right to authorise Content Providers to use User Content with their registered students, on-campus learners, or other learners independent of the Services. Nothing in these Terms shall restrict other legal rights Global Technology Group Limited may have to User Content, for example under other licences. We reserve the right to modify or remove content or individuals should a breach of our terms occur.

3. Feedback

We welcome your suggestions, ideas, comments, and other feedback regarding the Services ("Feedback"). By submitting any Feedback, you grant us the right to use the Feedback without any restriction or any compensation to you. By accepting your Feedback, Global Technology Group Limited does not waive any rights to use similar or related Feedback previously known to Global Technology Group Limited, developed by our employees, contractors, or obtained from other sources.

Refund Policy

All refunds are at our discretion and are subject to none of the purchased product being used.

Payment Terms

- 1.** You agree to pay for all fees up front unless 30-day payment terms have been agreed.
- 2.** Should you choose a payment option, we will apply a £50 administration fee per month. This will be added to the overall invoice at the stage of sign-off.
- 3.** Invoices can be split over any period of time, subject to a £50 administrative charge per invoice. Each invoice must be £1000 plus VAT or higher. If the invoice value is lower than £1000 plus VAT, the per-credit price per invoice will be based on the number of credits purchased per month. Each invoice will still be subject to the £50 per invoice administrative charge.
- 4.** Payment of an invoice rendered to the client by TTH Group Ltd is to be paid strictly within 30 calendar days of the date of the invoice. If payment is made within 30 days, you will be in receipt of the payment discount, which is included in your invoice.
- 5.** If payment is not received within the agreed timeframes, the full list price will be applied, and you will be charged 8% plus the Bank of England base rate, including any incurred costs from any external agencies.
- 6.** The director of the company is to abide by a personal guarantee and will be made liable for the invoice debt should the business not pay the invoice on time.

Security

We care about the security of our users. While we work to protect the security of your account and related information, Global Technology Group Limited cannot guarantee that unauthorised third parties will not be able to defeat our security measures. Please notify us immediately of any compromise or unauthorised use of your account by emailing info@thetraininghub.com or submitting via our site contact us form.

Third party content

Through the Services, you will have the ability to access and/or use content provided by instructors, other users, and/or other third parties and links to websites and services maintained by third parties. Global Technology Group Limited cannot guarantee that such third party content, in the Services or elsewhere, will be free of material you may find objectionable or otherwise inappropriate or of malware or other contaminants that may harm your computer, mobile device, or any files therein. Global Technology Group Limited disclaims any responsibility or liability related to your access or use of, or inability to access or use, such third party content

Copyright and trademark

Global Technology Group Limited respects the intellectual property rights of our users, Content Providers, and other third parties and expects our users to do the same when using the Services. We have adopted and implemented the Global Technology Group Limited Copyright and Trademark Policy below in accordance with applicable law.

Education research

Global Technology Group Limited is committed to advancing the science of learning and teaching, and records of your participation in courses may be used for education research. In the interest of this research, you may be exposed to variations in the Content Offerings. Research findings will typically be reported at the aggregate level. Your personal identity will not be publicly disclosed in any research findings without your express consent.

Paid services from Global Technology Group Limited

Global Technology Group Limited offers paid Services (e.g., course certificates for certain courses) for a fee. Unless otherwise stated, all fees are quoted in UK sterling. You are responsible for paying all fees charged by or for Global Technology Group Limited and applicable taxes in a timely manner with a payment mechanism associated with the applicable paid Services. If your payment method fails or your account is past due, we may collect fees using other collection mechanisms. Fees may vary based on your location and other factors, and Global Technology Group Limited reserves the right to change any fees at any time at its sole discretion. Any change, update, or modification will be effective immediately upon posting through the relevant Services. Refunds may be available for paid Services as described in our Refund Policy below.

Degree & Diplomas

The Services may allow you to enrol in Degree, MasterTrack, and University Certificate programs or similar programs offered by our Content Providers on the Global Technology Group Limited platform. Our Content Providers serve as the distance education providers of these programs and determine admissions, refund, and graduation or completion policies and requirements. Nothing in these Terms shall restrict the applicability to you of any institutional policies established by our Content Provider in connection with these programs (e.g., student codes of conduct); such policies shall supplement these Terms and to the extent there is a conflict between such policies and these Terms, as between you and our Content Provider, our Content Provider's policies shall govern.

Depending on the program, tuition and fee payments for these programs may be collected by Global

Technology Group Limited or our Content Partners. If your payment method fails or your account is past due, we or our Content Partners may collect tuition and fees using other collection mechanisms. Tuition and fees may vary based on your location and other factors, and Global Technology Group Limited and its Content Partners reserve the right to change any tuition and fees for future semesters or equivalent payment periods at their sole discretion. Refunds may be available for paid Services as described in our Refund Policy below. You are encouraged to research and consider whether the tuition and fees required for Content Offerings align with your professional and financial goals.

Professional licensure, certification, and job requirements for various professions may vary in each state and country, and job requirements may vary by employer. Global Technology Group Limited does not guarantee licensure, certification or qualification for any profession or job on the basis of your completion of a Content Offering on Global Technology Group Limited. You are advised to research, understand and comply with the requirements in the applicable state and/or country in which you work or intend to work, and to investigate whether the Content Offering in which you intend to enrol meets your academic and/or professional needs before enrolling.

Modifying or terminating our services

We are constantly changing and improving our Services. We may add or remove functions, features, or requirements, and we may suspend (to the extent allowed by applicable law) or stop part of our Services altogether. Accordingly, Intellectual Holdings may terminate your use of any Service for any reason. If your use of a paid Service is terminated, a refund may be available under our Refund Policy. We may not be able to deliver the Services to certain regions or countries for various reasons, including due to applicable export control requirements or internet access limitations and restrictions from governments. None of Global Technology Group Limited, its Content Providers and instructors, its contributors, sponsors, and other business partners, and their employees, contractors, and other agents (the "Global Technology Group Limited Parties") shall have any liability to you for any such action. You can stop using our Services at any time, although we'll be sorry to see you go.

Disclaimers

To the maximum extent permitted by law, the services and all included content are provided on an "as is" basis without warranty of any kind, whether express or implied. The Global Technology Group Limited parties specifically disclaim any and all warranties and conditions of merchantability, fitness for a particular purpose, and non-infringement, and any warranties arising out of course of dealing or usage of trade. Global Technology Group Limited parties further disclaim any and all liability related to your access or use of the services or any related content. You acknowledge and agree that any access to or use of the services or such content is at your own risk.

Limitation of liability

To the maximum extent permitted by law, Global Technology Group Limited parties shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from: (a) your access to or use of or inability to access or use the services; (b) any conduct or content of any party other than the applicable Global Technology Group Limited party, including without limitation, any defamatory, offensive, or illegal conduct; or (c) unauthorised access, use, or alteration of your content or information. In no event shall Global Technology Group Limited aggregate liability for all claims related to the services exceed twenty pounds sterling or the total amount of fees received by Global Technology Group Limited from you for the use of paid services during the past six months, whichever is greater.

You acknowledge and agree that the disclaimers and the limitations of liability set forth in this terms of use reflect a reasonable and fair allocation of risk between you and the Global Technology Group Limited parties, and that these limitations are an essential basis to Global Technology Group Limited ability to make the services available to you on an economically feasible basis.

You agree that any cause of action related to the services must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

Export controls

Except as provided below, the Services are managed by Global Technology Group Limited, which is located in the UK. You agree that these Terms will be governed by the laws of the country you reside. In the event of any dispute related to these Terms that is not subject to binding arbitration, you and Global Technology Group Limited will submit to the personal jurisdiction of an exclusive venue in a court located in and serving your location as the legal forum for any such dispute.

To the extent you are located in the European Union or the United Kingdom, the Services are managed by Global Technology Group Limited. You agree that these Terms will be governed by the laws of the UK, excluding its conflicts of law provisions.

This section shall not deprive you of any mandatory consumer protections under the law of the country to which we direct Services to you, where you have your habitual residence.

Indemnification

You agree to indemnify, defend, and hold harmless the Global Technology Group Limited Parties from any and all claims, liabilities, expenses, and damages (to the extent attributable to you under the applicable law), including reasonable solicitor fees and costs, made by any third party related to: (a) your use or attempted use of the Services in violation of these Terms; (b) your violation of any law or rights of any third party; or (c)

User Content, including without limitation any claim of infringement or misappropriation of intellectual property or other proprietary rights.

Governing law and venue

Except as provided below, the Services are managed by Global Technology Group Limited, which is located in the UK. You agree that these Terms will be governed by the laws of the country you reside. In the event of any dispute related to these Terms that is not subject to binding arbitration, you and Global Technology Group Limited will submit to the personal jurisdiction of an exclusive venue in a court located in and serving your location as the legal forum for any such dispute.

To the extent you are located in the European Union or the United Kingdom, the Services are managed by Global Technology Group Limited. You agree that these Terms will be governed by the laws of the UK, excluding its conflicts of law provisions.

This section shall not deprive you of any mandatory consumer protections under the law of the country to which we direct Services to you, where you have your habitual residence.

Binding arbitration and class action waiver

- 1.** You and Global Technology Group Limited agree to submit to binding arbitration any and all disputes, claims, or controversies of any kind, whether based on statute, regulation, constitution, common law, equity, or any other legal basis or theory, and whether pre-existing, present, or future, that arise out of or relate to our Services, these Terms, and/or any other relationship or dispute between you and us, including without limitation (i) the scope, applicability, or enforceability of these Terms and/or this arbitration provision, and (ii) relationships with third parties who are not parties to these Terms or this arbitration provision to the fullest extent permitted by applicable law (each a " Claim," and collectively the " Claims ").
- 2.** Any and all Claims shall be submitted for binding arbitration in accordance with the Consumer Arbitration Rules of the American Arbitration Association (the " AAA Rules "), as amended, in effect at the time arbitration is initiated. The AAA Rules are available online at www.adr.org, and are hereby incorporated by reference. In the event of any inconsistency between this arbitration provision and the AAA Rules, such inconsistency shall be resolved in favour of this provision. If you decide to initiate arbitration, you agree to pay the initiation fee of £200 (or the amount otherwise required by the AAA Rules), and we agree to pay the remaining arbitration initiation fee and any additional deposit required by AAA to initiate your arbitration. We will pay the costs of the arbitration proceeding, including the arbitrator's fees; however, other fees, such as attorney's fees and expenses of travel to the arbitration, shall be paid in accordance with the AAA Rules and applicable law. We will pay all costs associated with any arbitration

that we commence. A single, neutral arbitrator selected in accordance with the AAA Rules shall decide all Claims.

- 3.** The arbitrator shall be an active member in good standing of the bar for any state in the continental United States and shall be either actively engaged in the practice of law for at least five years or a retired judge. The arbitrator shall honour claims of privilege recognized at law. Unless inconsistent with applicable law, and except as otherwise provided herein, each party shall bear the expense of its respective attorney, expert, and witness fees, regardless of which party prevails in the arbitration. Any arbitration proceedings shall be conducted in the federal judicial district of your residence, and you will be given the opportunity to attend the proceeding and be heard. The arbitrator's decision will be final and binding upon the parties and may be enforced in any country or state that has jurisdiction. You and we agree that the arbitration shall be kept confidential and that the existence of the proceeding and any element of it (including, without limitation, any pleadings, briefs or other documents submitted or exchanged and any testimony or other oral submissions and awards) will not be disclosed beyond the arbitration proceedings, except as may lawfully be required in judicial proceedings relating to the arbitration or by applicable disclosure rules and regulations of governmental agencies.
- 4.** Neither you nor Global Technology Group Limited may act as a class representative, nor participate as a member of a class of claimants, with respect to any Claim. The Claims may not be arbitrated on a class or representative basis. The arbitrator can decide only your and/or Global Technology Group Limited individual Claims. The arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated. Accordingly, you and we agree that the AAA Supplementary Rules for Class Arbitrations do not apply to our arbitration. This arbitration provision and the procedures applicable to the arbitration contemplated by this provision are governed by the Federal Arbitration Act, notwithstanding any state law that may be applicable.
- 5.** This arbitration agreement does not preclude you or us from seeking action by federal, state, or local government agencies. You and we also have the right to exercise self-help remedies, such as set-off, or to bring qualifying claims in small claims court so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. In addition, you and we retain the right to apply to any court of competent jurisdiction for provisional or ancillary relief, including pre-arbitral attachments or preliminary injunctions, and any such request shall not be deemed incompatible with any of these Terms, nor a waiver of the right to have disputes submitted to arbitration as provided in this provision.
- 6.** A court may sever any portion of this Binding Arbitration and Class Action Waiver Section that it finds to be unenforceable, except for the prohibitions on any Claim being handled on a class or representative basis, and the remaining portions of this arbitration provision will remain valid and enforceable. No waiver of any provision of this Section will be effective or enforceable unless recorded in a writing signed by the party waiving such a right or requirement. Such a waiver shall not waive or affect any other portion of these Terms.

- 7.** This binding arbitration and class action waiver section limits certain rights, including the right to maintain a court action, the right to a jury trial, the right to participate in any form of class or representative claim, and the right to engage in discovery except as provided in the aaa rules. Other rights that you or Global Technology Group Limited would have in court also may not be available in arbitration.

General terms

• Revisions to the Terms

We reserve the right to revise the Terms at our sole discretion at any time. Any revisions to the Terms will be effective immediately upon posting by us. For any material changes to the Terms, we will take reasonable steps to notify you of such changes, via a banner on the website, email notification, another method, or combination of methods. In all cases, your continued use of the Services after publication of such changes, with or without notification, constitutes binding acceptance of the revised Terms

• Severability; Waiver

If it turns out that a particular provision of these Terms is not enforceable, this will not affect any other terms. If you do not comply with these Terms, and we do not take immediate action, this does not indicate that we relinquish any rights that we may have (such as taking action in the future).

• Content Providers

Our Content Providers and integrated service providers are third party beneficiaries of the Terms and may enforce those provisions of the Terms that relate to them.

Account deletion

- All free company accounts will be archived if they have not been logged into for 75 days.
- All paid accounts will be archived if they have not been logged into for 120 days. Accounts with a live subscription (or mandatory bundle) will be archived 120 days after the product has expired.
- All learner accounts will be switched to an individual account. Any training that was free at the time of allocation, or was allocated using credits, will remain in place.
- Any learner account that has not been logged into for 120 days will be archived.
- Archived accounts can be automatically reactivated by logging back in - allowing a learner to complete any training and access any unused credits.