



## **Terms and Conditions of ISO Digital Learning Platform**

By signing up, you confirm having read and, where applicable, agree to the 1) **Terms of Use**, 2) **Data Protection Policy**, and the 3) **Copyright** of the **ISO Digital Learning Platform** (hereinafter “**ISO Platform**”) which are outlined below (referred together as the “**Terms and Conditions**”). All three elements of the Terms and Conditions are compulsory.

### **1. Terms of Use**

**About Us:** the ISO Platform is operated by ISO, the International Organization for Standardization (hereinafter “**ISO**”), through its Central Secretariat, with registered office at Chemin de Blandonnet 8, CP 401, 1214 Vernier, Geneva, Switzerland.

**Purpose and Content:** The ISO Platform aims to enable the management and delivery of digital learning solutions to the ISO technical community, ISO members and their stakeholders, as well as other implicated people in ISO’s standardization activities around the world (hereinafter “**the Purpose**”). This ranges from eLearning courses to microlearning videos, virtual instructor-led trainings and webinars on standardization and related topics (hereinafter “**the Content**”). You may only use the ISO Platform in accordance with its Purpose. You agree not to use it for any commercial purposes or any other purpose that would not be covered by the Purpose. The use of the ISO Platform is required if you wish to access all services that are offered through it, in relation to the Purpose.

**User Account and Password:** The ISO Platform works in connection with ISO’s systems, in order to be aligned with the ISO Policy to use the Single-Sign-On (SSO) to access all IT tools, especially for security reasons. As a consequence, you must access the ISO Platform using the same credentials that you use to access other ISO applications or services, where some of your personal data is automatically sent to the ISO Platform (see clause 2 below). As this is the case for all other ISO applications and services, you agree that you must treat all user account linked information as confidential and you will never divulgate or share access to your user account with any third party for any reason. You also agree that you will not use and access another user’s account and/or that you will not access the ISO Platform using multiple user accounts.

**Additional Information to the User Account:** In addition to the limited information that is automatically linked to your user account, you may freely decide to add further information such as your mobile number, postal address, job title, organizational affiliation, list of interests, etc. Adding such additional information is not compulsory, so that you remain free to adapt it and tailor it as you will. In any case, you certify that all information provided by you is accurate, current and complete and you agree that you will maintain and update your information to keep it accurate, current and complete. You acknowledge that if any information provided by you is untrue, inaccurate, not current or incomplete, ISO reserves the right to terminate your use of the ISO Platform with immediate effect and without notice.

**Trainings and Content Conditions:** The ISO Platform offers various digital learning solutions as well as virtual instructor-led trainings. The ISO Platform will hence regularly offer Content in a specific area of study or on a particular topic. ISO reserves the right to cancel, modify, interrupt or reschedule any Content as well as the point value or weight of any assignment, exam or other evaluation of progress. ISO may also change the digital learning solutions and/or the virtual instructor-led trainings without notice. In any case, Content offered is subject to the Disclaimer of Warranties / Limitation of Liabilities section below.



**Disclosure of Identity:** If required to do so by law or to respond to any legal claims, ISO may disclose your personal data to the relevant regulatory or legal authority.

**Accessing the ISO Platform:** Access to the ISO Platform is offered free of charge. The operation of the ISO Platform is made available on an “as is” and “reasonable efforts” basis. ISO does not guarantee that the ISO Platform, or any Content on it, will always be available or be uninterrupted. ISO may decide, at its sole discretion, to suspend, withdraw, discontinue and/or change all or any part of the ISO Platform without notice, as well as any part of the Content and/or any type of training delivered.

**Disclaimer of Warranty / Limitation of Liabilities:** To the full extent permitted by law, ISO excludes all conditions, warranties, representations and/or other terms which may apply to ISO Platform or any Content on it, whether express or implied (including any warranties with respect to availability, merchantability, fitness for a particular purpose, or otherwise).

*ISO does not warrant, and hereby disclaim any warranties, either express or implied, with respect to the accuracy, adequacy or completeness of any content, information obtained from the iso platform, or link to a site.*

*ISO does not warrant that (a) content will meet your requirements or expectations or achieve the intended purposes, (b) content will not experience outages or otherwise be uninterrupted, timely, secure or error-free, (c) the information or services obtained through or from the content will be accurate, complete, current, error-free, completely secure or reliable, or (d) that defects in or on the content will be corrected.*

*ISO disclaims any and all liability resulting from or related to such events or the access or use of content or iso platform or any information or services related to them.*

*You acknowledge and agree that the warranty disclaimers and the limitations of liability set forth in these terms and conditions reflect a reasonable and fair allocation of risk between you and iso, especially with regards to the fact that the use of the iso platform is free of charge.*

ISO will not be liable to any user or any other person for any loss or damage (including any direct, indirect, incidental, and/or consequential losses), whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the:

- use of, or inability to use, the ISO Platform, any Content (or any part of it) and/or
- use of or reliance on any Content displayed on the ISO Platform

whether or not we have been advised of the possibility of such claims and/or losses in advance, and even if such claim or loss is foreseeable.

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

ISO will not be liable to you for any breach of any of the Terms and Conditions associated with the use of ISO Platform.



**Indemnification:** you agree to indemnify, defend and hold harmless ISO and each of their respective officers, directors, agents, employees, and assignees from any and all claims, liabilities, expenses and damages, including reasonable attorneys' fees and costs, made by any third party relating to or arising out of (a) your use or attempted use of the ISO Platform or Content in violation of the Terms and Conditions or any applicable laws (b) your violation of any law or rights of any third party or (c) information that you post or otherwise make available on the ISO Platform or through the Content, including without limitation any claim of infringement or misappropriation of intellectual property or other proprietary rights.

**Viruses and Other Malicious or Harmful Technologies:** you must not misuse or affect the ISO Platform by knowingly introducing viruses, trojans, worms, logic bombs, and/or other material which is malicious or technologically harmful. You must not attack the ISO Platform via a denial-of-service (DOS) attack or a distributed denial-of service (DDOS) attack. You must not apply to the ISO Platform any spidering or copying program or system, nor otherwise apply reverse-technology programs or any other technology that is not strictly linked to the Purpose.

**Rules of Conduct:** as a condition of accessing the ISO Platform, you agree not to (a) reproduce, duplicate, copy, sell, resell, or exploit any portion of the ISO Platform other than as expressly allowed under these Terms and Conditions; (b) infringe any ISO's name, trademarks, copyright or any other Intellectual Property rights or (c) interfere with or disrupt the ISO Platform or the servers or networks connected to it, or disobey any requirements, procedures, policies or regulations of networks connected to the Platform. Finally, you agree that you will not access or attempt to access any other user's account, misrepresent or attempt to misrepresent your identity while using the ISO Platform. In addition, all Attendees participating in Content must agree to abide by the following Code of Conduct:

- I will not make solutions to case studies, quizzes, or exams available to anyone else. This includes both solutions written by me, as well as any official solutions provided by the course tutors.
- I will not engage in any other activities that will dishonestly improve my results or dishonestly improve/hurt the results of others.
- I will not, in any other way, impede the correct functioning of the ISO Platform or of the training and Content-delivery activities that are deployed on it.

**Termination Rights:** You agree that ISO, at its sole discretion, may terminate your use of the ISO Platform or your participation in it, for any reason or no reason and that ISO shall not have any liability to you for any such action. You further agree that ISO has the right to cancel, delay, reschedule or alter the format of any Content at any time, and that ISO shall not have any liability to you for any such action. If you no longer desire to participate in the activities of the ISO Platform, you may terminate your participation therein upon notice to ISO.

**Change to the Terms and Conditions:** ISO reserves the right to revise the Terms and Conditions (including any part of it) at any time and without notice, other than through posting the updated terms and respective date of update on its webpage. Any changes made shall have immediate effect upon being posted to its webpage and your continuing use of the ISO Platform, after the changes have been made, constitutes your acceptance of such amended Terms and Conditions.



**Severability:** In the event that any part of any of the Terms and Conditions is held to be invalid, unlawful, or unenforceable by a competent body, it shall not affect the validity, legality, or enforceability of any other remaining provisions within these Terms and Conditions. The part or clause that would be held invalid, unlawful or unenforceable shall be replaced by another part or clause, the content of which shall be as close as legally possible to the original part or clause.

**Waiver:** If ISO does not enforce any right conferred to it under the Terms and Conditions, such non-enforcement shall not constitute a waiver of that right.

**Applicable Law and Jurisdiction:** Any dispute arising in connection with these Terms and Conditions shall be governed by Swiss law to the exclusion of its choice of law provisions. The exclusive place of jurisdiction shall be Geneva, Switzerland.

## **2. Data Protection Policy**

By participating in the activities of the ISO Platform, you understand and, where applicable and mentioned, agree that your personal data will be processed and/or stored in accordance with the below.

**Registration on the ISO Platform:** In order to function and to be aligned with the ISO Policy to use the Single-Sign-On (SSO) to access all IT tools (especially for security reasons), the ISO Platform works in common with other ISO applications and systems. As a consequence, it sources limited personal data from ISO systems in order to create your user account. Such personal data shall include your full name, job title, e-mail address, country of residence, name of the ISO member in your country (National Standards Bodies “**NSBs**”), your ISO role types, organization and original course attendance planning (all together “**Registration Data**”). In addition to such personal data, the ISO Platform also processes effective course attendance data and performance related data linked to the use of the ISO Platform. Finally, you may also decide to add some personal data to your user account, in which case such personal data may be included in your general user profile with ISO. The aforesaid personal data will be processed by ISO (and its service providers) for the management and delivery of digital learning solutions and for further course attendance analytics review and statistical reporting in accordance with the Purpose.

- ⇒ The processing of Registration Data as well as course attendance and performance related data is required by the Purpose and therefore based on the provision of the services offered by ISO in this context. The use of the ISO Platform is required for such services.
- ⇒ The processing of any additional personal data that you would add to your user account is based on your choice and, therefore, consent.

**Future Learning Opportunities:** ISO may use your Registration Data as well as the course attendance and performance data to inform you about other similar learning opportunities in the future, unless you do not wish so. If you no longer wish to remain in contact with us after your learning experience, please send an email to: [capacity@iso.org](mailto:capacity@iso.org).

- ⇒ The processing of Registration Data as well as the course attendance and performance data for future learning opportunities is based on ISO’s legitimate interest to promote and improve the development of standardization and related learning activities.



**Contact with ISO Members:** ISO is a global network of NSBs. Our members are the foremost standards organizations, representing ISO, in their countries. Accordingly, ISO Members are the primary contact and coordination point for standardization activities in their respective countries. By engaging with the ISO Platform, you acknowledge that your personal data (including Registration Data, course attendance related data as well as any additional data you would add) may be shared with ISO Members as needed (including with the ISO Member in your country). It is underlined however that participation in the activities of the ISO Platform shall not imply that you are required to engage in standards development. If you have any questions in this regard, please send an email to: [capacity@iso.org](mailto:capacity@iso.org).

- ⇒ Such processing activities are based on ISO's associative structure and functioning, which is included in its legitimate interest to promote and improve the development of standardization and related activities and services in accordance with its policies as described under "ISO System".

**ISO's Global Directory:** As mentioned above, some of the Registration data used and processed in the context of the ISO Platform derives from ISO's systems, especially ISO's Global Directory.

**Retention:** The personal data processed in relation to the ISO Platform will be processed as long as necessary to provide you with the services offered by ISO in this context. In any case, if you no longer wish to remain in contact with us after the learning activity attended, please send an email to: [capacity@iso.org](mailto:capacity@iso.org). However, please note that ISO may have to retain some of your personal data based on the applicable legal basis and justification applied to its processing, especially legal obligations, its associative structure or its prevailing interest. Should you have any questions in this regard, please consult "Your rights" section of the [ISO Privacy Policy](#).

#### **External Service Provider:**

- **Hosting and Technical Support:** ISO Platform is configured and hosted by Titus Learning LTD with its registered office in Salt Mill, Victoria Road, Saltaire Bradford BD18 3LA, United Kingdom. Titus Learning LTD provides support with the ISO Platform and, acts in this respect, as a data processor of your personal data within the meaning of the applicable data protection laws. Titus Learning LTD is bound by contractual arrangement with ISO to keep your data private and secure.
- **Analytics and Course Attendance Data:** ISO Platform uses SCORM Cloud Dispatch service, a SaaS solution provided by **Rustici Software, LLC**, with registered office at 210 Gothic Ct #100, Franklin, TN 37067, United States INC and hosted on AWS US-East with a backup in US-West, for only some of the eLearning courses that are developed using SCORM 2004 standard and deployed through the ISO Platform. This is due to technical requirements linked to the functioning of the ISO Platform regarding the applied back-end system. The SCORM Cloud Dispatch is also used in this context to access detailed interactions data and reports on the use of the eLearning courses. Such interactions reports are used to enhance our eLearning offer and drill down to user level details.

As a result, Rustici Software, LLC dispatch packages report high-level results to the ISO Platform and keep detailed results in SCORM Cloud, all while keeping the original eLearning courses on SCORM Cloud servers. That being said, in order to protect at



best your personal data, ISO and Titus have worked on a technical solution that leads to the prior hashing of any personal data that would be included in this information (First Name, Last Name, Learner ID, attendance of the eLearning courses, usage data, etc.) prior to its communication to Rustici Software, LLC. As a consequence, Rustici Software, LLC does not receive nominative personal data, but only pseudonymized personal data, the identification information of which is kept with ISO and Titus. Rustici Software, LLC acts in this context as a data processor within the meaning of the applicable data protection laws. The hashing system implemented enables here to avoid the concrete communication of your identifiable personal data to Rustici Software, LLC.

**ISO System:** as mentioned above, in the context of the ISO Platform, you are considered to be “participating in the ISO system” and, as a result, you acknowledge that your personal data may be used, collected, shared, and archived for standardization and related activities. This is done in accordance with the below provisions (available at the following links): As a participant in the ISO system, you agree that your personal data will be processed in accordance with the below provisions (available at the following links):

**[ISO Member Data Protection Policy](#):** sets out the terms on which ISO and its Members process and protect the personal data of anyone participating in the ISO system.

**[Declaration on Data Protection of Participants in ISO Activities](#):** sets out the terms in which personal data of anyone participating in the ISO system will be processed by ISO, its Members and any other participant to ISO Activities.

**Your rights:** For a full description of your rights under the applicable data protection laws, please refer to the “[Your rights](#)” section of the [ISO Privacy Policy](#).

### 3. [Copyright](#)

**Ownership:** all Content, which for the avoidance of doubt also includes, but not limited to, text, document, course material, figures, images, publication, sound, video or other content, on the ISO Platform is copyright protected. The full copyright is owned by ISO. Full copyright includes but is not limited to the exclusive right of reproduction, distribution, making available to the public, translation, adaptation, in any existing or future electronic or printed format, for the entire term of copyright protection. Any use of the Content which is not permitted (as per below section “[Permission to Use Materials](#)”), including copying of it in whole or in part, for example to another Internet site, is prohibited. You agree to respect ISO’s copyright of any content available on the ISO Platform. Any unauthorized use such as copying, scanning or distribution is prohibited.

**Your contribution:** Please note that the following terms will be applicable to any of your contribution in the context of standardization and related activities: [Declaration for Participants in ISO activities](#).

**Permission to Use Content:** Upon your agreement to the [Terms and Conditions](#), ISO grants you a personal, non-exclusive, non-transferable license to access and use the ISO Platform. You may download material from the Platform and attend the Content provided only for your own personal, non-commercial use. You may not otherwise copy, reproduce, retransmit, distribute, publish, commercially exploit or otherwise transfer any material, nor may you modify or create derivatives works of the material. The burden of determining that your use of any information, software or any other content on the Platform is permissible rests with you.