

# Terms and Conditions

Welcome to the Projects Beyond Borders Learning Hub website. If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our [privacy policy](#) govern the Projects Beyond Borders relationship with you in relation to this website. The term “Projects Beyond Borders” or “PBB Learning Hub” or “PBB” or “us” or “we” refers to the owner of the website whose registered office is Permanent House, 1 Dundas Street, Huddersfield, West Yorkshire HD1 2ES United Kingdom. The term “you” refers to the user or viewer of our website.

## 1. Acceptance

Projects Beyond Borders provides this site ([hub.projectsbeyondborders.com](http://hub.projectsbeyondborders.com)) to you subject to the terms contained in this document (agreement). If you do not agree with any of the terms of this agreement, do not access or otherwise use this site. Your use of this site shall be deemed to be your agreement to abide by each of the terms set forth below. It is the responsibility of the customer to read such conditions before entering upon a transaction.

Projects Beyond Borders grants you a personal, non-transferable and non-exclusive right to use its materials and software on any personal media device; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify any of the material in any manner or form. You agree not to access Projects Beyond Borders products or Services by any means other than through the interface that is provided by Projects Beyond Borders for use in accessing the PBB Learning Hub Services and products.

By registering with [hub.projectsbeyondborders.com](http://hub.projectsbeyondborders.com), you represent that you are of legal age to form a binding contract. You agree to provide true, accurate, current, and complete information about yourself in all required fields of the registration form. If any of your information changes, you

agree to update your registration information as soon as possible. If Projects Beyond Borders suspects that your registration information is not complete, current, or accurate, or that you have otherwise violated these Terms of Use, your account may be subject to suspension or termination, and you may be barred from using the [hub.projectsbeyondborders.com](http://hub.projectsbeyondborders.com) website.

## **2. Privacy Policy**

Your privacy is very important to us at Projects Beyond Borders. Users should refer to our privacy policy for information about how Projects Beyond Borders collects and uses personal information. Details of how we use information you provide is set out in our privacy policy. By agreeing and accepting this agreement you consent to Projects Beyond Borders disclosure and use of your information as described in the privacy policy.

## **3. User Account, Password & Security**

The creation of an account is compulsory to purchase from Projects Beyond Borders. You will be required to create a password and user account. You are responsible for maintaining the confidentiality of the password and account and are responsible for all activities that occur under your account. You agree to (1) immediately notify Projects Beyond Borders of any unauthorised use of your password or account or any other breach of security and (2) ensure that you log out from your account at the end of each session. Projects Beyond Borders cannot and will not be liable for any loss or damage arising from your failure to comply with this section.

## **4. Proprietary Rights (Trademarks & Copyright Notice)**

You acknowledge and agree that any content, including but not limited to text, data, photos, graphics, etc. or material contained or distributed through the site, by Projects Beyond Borders, its advertisers or third parties, is protected by trademarks, service marks, patents, copyrights, or other proprietary rights and laws.

You therefore may not under any circumstances use or distribute any content received through the site without authorisation of the content owner. You agree not to publish, reproduce, copy, in whole or part, nor upload, download, post, email, sell or otherwise distribute content available through the site.

## **5. Rules of Conduct**

The following rules of conduct apply to your use of the website and to any and all materials you post on [hub.projectsbeyondborders.com](http://hub.projectsbeyondborders.com) including

text, data, graphics, audio or video content, sound, chat, messages, files or any other material (collectively user submissions) whether the user submission is included in blogs, discussion groups, emails, profiles, comments, or any other portion or feature of [hub.projectsbeyondborders.com](http://hub.projectsbeyondborders.com).

You may not, in connection with the Website:

- Upload, post, email or otherwise transmit any user submission that is libellous or defamatory, pornographic, sexually explicit, unlawful, or plagiarised.
- Infringes or violates any patent, copyright, trademark, trade secret or other property right.
- Breaches a duty of confidentiality by which you are bound due to a contractual or fiduciary relationship (such as inside information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements)
- A reasonable person would consider harassing, abusive, threatening, harmful, vulgar, profane, excessively violent, racially, ethnically, or otherwise objectionable or offensive in any way.
- Constitutes a breach of any person's privacy or publicity rights, a misrepresentation of facts, or hate speech.
- Violates or encourages others to violate any applicable law, statute, ordinance, or regulation.
- Promotes software or services that deliver unsolicited e-mail; or
- Contains viruses, Trojan horses, worms, time bombs, cancelbots or other similar harmful programming routines

## 6. Internet Connection

The PPP Learning Hub material requires a correctly configured and functional internet data connection, both for the initial Purchase, and for use.

Data charges may be charged to you by your network provider depending on your individual tariff. You are responsible for any such costs.

We are unable to provide any warranties as to the levels of connectivity you will receive via your personal media device. This may depend upon your tariff, your network provider, or your corporate policy if you have a work-issued device. We will not accept any responsibility for any connectivity issues you may experience. Please contact your network provider or visit their website if you require assistance configuring a data connection for your phone.

If, however the PBB Learning Hub website is down and it is proven to be our fault we agree to compensate users how we see fit, this would usually comprise of a credit note. Projects Beyond Borders will deal with claims on a case by case basis.

## 7. Content and Refunds

Once payment is received and products have been delivered to the learner's dashboard, or have been downloaded, refunds are not available. This does not affect your statutory rights.

Goods will only be dispatched to the customer when payment has been made in full and cleared funds and in any variance of this term shall be upon such terms as Projects Beyond Borders dictates.

Access to purchased courses, assessments and certificates is limited to the period of membership or subscription purchased from the date of enrolment. In exceptional circumstances this may be extended.

Assessments can be re-sat as many times as required within the membership period as long as payments have been cleared.

Failure to keep up with your monthly payments may incur a £50 admin fee and suspension of your online account.

If learners fail to keep up with monthly payments, any free items received will need to be returned to Projects Beyond Borders.

All Learners payments need to be completed before the final certificate is provided to the learner.

## 8. Discount Codes

Account discount codes – Discount codes may from time to time be offered to account holders; such codes may only be applied to purchases made through the account in respect of which the discount code was offered and registered.

Promotional discount codes – We may from time to time offer promotional discount codes which may apply in respect of any, or certain specified, purchases made through this Website.

All Prices and course fees are listed in British Pound Sterling (GBP), and therefore we are not responsible for any exchange rate changes, nor any bank charges that arise from this or any other payments made to Projects Beyond Borders.

## 9. Links

hub.projectsbeyondborders.com (the site), or third parties may provide, links to other websites or resources. As Projects Beyond Borders have no control of such sites and resources, you acknowledge and agree that Projects Beyond Borders is not responsible for the availability of such sites or resources, and does not endorse and is not responsible or liable

for any content, advertising, products or other materials on or available from such sites or resources or the policies or such sites and resources.

Projects Beyond Borders is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource

## **10. Variations/Correction of Errors and Inaccuracies**

Projects Beyond Borders uses reasonable endeavours to ensure the information on the site is accurate, however the information and product listings on the site may contain typographical errors or inaccuracies and may not be complete or current. We make no representation or warranty that any information is accurate, complete, or up-to-date and, to the fullest extent permitted by law, we accept no liability for any loss or damage caused by any reliance placed on such information placed by you or anyone to whom you may communicate such information.

Projects Beyond Borders shall have the right at any time without any liability or notice to amend, remove any content of the site including prices, sales literature or other documents as long as such alterations do not materially affect the quality of the goods.

## **11. Warranty Disclaimer**

YOU AGREE THAT YOUR USE OF THE WEBSITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, HUB.PROJECTSBYONDBORDERS.COM, AND ANY SUBSIDIARY, PARENT, AFFILIATE, OFFICER, DIRECTOR, LICENSOR, EMPLOYEE, SUPPLIER, DISTRIBUTOR, RESELLER AGENT, OWNER, OR OPERATOR OF PROJECTSBYONDBORDERS.COM, DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF. HUB.PROJECTSBYONDBORDERS MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE WEBSITES CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITE, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR (V) ANY OMISSIONS OR ERRORS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY

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## **12. Limitation of Liability**

IN NO EVENT SHALL PBB.POWERHOUSE.NET, OR ANY SUBSIDIARY, PARENT, AFFILIATE, OFFICER, DIRECTOR, LICENSOR, EMPLOYEE, SUPPLIER, DISTRIBUTOR, RESELLER AGENT, OWNER, OR OPERATOR OF, BE LIABLE TO YOU FOR ANY INDIRECT, DIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) MISTAKES, ERRORS, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (V) ANY BUGS, TROJAN HORSES, VIRUSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR (VI) ANY OMISSIONS OR ERRORS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, TRANSMITTED, EMAILED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE, WHETHER BASED ON WARRANTY, TORT, CONTRACT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT HUB.PROJECTSBEYONDBORDERS.COM SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR FOR ANY OFFENSIVE, DEFAMATORY, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

The Website is controlled and offered by Projects Beyond Borders from its facilities in the United Kingdom. Those who access or use the Website from other jurisdictions do so at their own volition and are responsible for compliance with local law.

## 13. Plagiarism

Academic dishonesty covers any attempt by a student to gain unfair advantage (e.g. extra marks) for her/himself, or for other students, by unauthorised means. Examples of such dishonesty include collusion, deceit, plagiarism, and cheating in examinations.

**Collusion** includes, but not limited to, the conscious collaboration, without official approval, between two or more students, in the preparation and production of work which is then submitted as individual work. In cases where one (or more) student has copied from another, all students involved may be penalised.

**Deceit** includes misrepresentation or non-disclosure of relevant information, including the failure to disclose any cases of work being submitted for assessment which has been or will be used for other academic purposes.

**Plagiarism** is the act of using other people's words, images etc. as if they were your own. In order to make clear to readers the distinction between your words, images etc.

**Cheating** is defined as any attempt to gain an unfair advantage in an assessment (including examinations) or assisting another student to do so. It includes copying from other candidates, collusion, impersonation, plagiarism, and unauthorised access to unseen examination papers.

It is in the best interests of all Learners for Projects Beyond Borders to maintain the good reputation of its awards. Your co-operation is expected in actively protecting the integrity of the assessment process. It is the duty of all Learners to Projects Beyond Borders to have high personal standards of academic honesty in their studies and to report any instances of malpractice of which they become aware.

## 14. Governing Law and Jurisdiction

These Terms and Conditions are governed by and constructed in accordance with English Laws, and in the event of any disputes or claims associated with the terms and conditions will be subject to the jurisdiction of the courts of England

## 15. Security Policy (Payments)



Our main Payment Service Provider is Stripe – Present in +120 countries. Stripe provides a secure payment gateway, processing payments which has been audited by a PCI-certified auditor (independent PCI Qualified Security Assessor QSA) and is certified to PCI Service Provider Level 1. This is the most stringent level of certification available in the payments industry. Stripe make use of best-in-class security tools and practices to maintain a high level of security. Full details of the security measures can be found at <https://stripe.com/docs/security/stripe>

Stripe uses a range of secure methods to maintain data security. Once on the Stripe systems, sensitive data including all card numbers are encrypted at rest with AES-256, the internationally recognised standard.

Stripe is PCI DSS (Payment Card Industry Data Security Standard) compliant to the highest level and maintains regular security audits.

Payments for individual courses made directly through the Hub use Paypal. In addition, you know that your session is in a secure encrypted environment when you see https:// in the web address, and/or when you see the locked padlock symbol alongside the URL. So when buying through our site, you can be sure that you are completely protected.

Terms & Conditions of using recurring payments (Stripe) , if you would like to cancel your reoccurring payments, you will need to email [learning@projectsbeyondborders.com](mailto:learning@projectsbeyondborders.com) and let us know you wish to cancel your future payments. Payments are usually taken every month, unless agreed otherwise. Payment duration will vary depending on the course you are enrolled on or subscription package purchased.

## 16. Data Protection

Projects Beyond Borders uses personal data of the customer for appropriate purposes and according to statutory regulations. The personal data given (i.e. name, email address, delivery address, bank details) for ordering products is used by Projects Beyond Borders for fulfilment and handling of the contract only. This data is treated confidentially by Projects Beyond Borders and is not given to any third parties who are not part of the ordering, delivery and payment procedures. The customer shall be entitled to access information on their personal data which Projects Beyond Borders has on file about them, free of charge. They are also entitled to the correction of incorrect data, and the deletion of their personal data if they choose, so long as there is no legal obligation to retain such data.

## 17. Violations of These Terms of Use

If you breach these terms and conditions in any way, we may take such action as we deem appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the



website, contacting your internet service provider to request that they block your access to the website and/or bring court proceedings against you.

## **18. Data Security**

PBB will handle personal information in accordance with the terms of its privacy policy. PBB privacy statement can be viewed at <https://projectsbeyondborders.com/privacy-data-protection-policy/>

## **19. Course Accreditation**

Accredited Courses are accredited by a governing body chosen by Projects Beyond Borders and its partners, who assess and reviews all our content. If there is a change in validating partnership, Projects Beyond Borders will always aim to make sure the new governing body is of the same or higher Standard. No refunds will therefore be issued to learners in this Scenario.

Where accredited courses are undertaken, all learners will be registered with the relevant awarding organisation prior to submission of assignments. (A minimum total payment of 50% of student's fees is also required before assignments are marked if paying in instalments)

## **20. Progression University admission**

Projects Beyond Borders in no way guarantees students direct progression onto any courses of further study at any institution, Further or Higher Education or training provider. This will solely depend upon the learner's circumstances, experience and application to the respective Training Provider, College or University.

## **21. General**

The place of fulfilment for all services in relation to [www.projectsbeyondborders.com](http://www.projectsbeyondborders.com) hub.projectsbeyondborders.com is the place of business of Projects Beyond Borders Limited, a company registered in England and Wales.

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