

USE OF IWCF FORUM SITE

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

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 <https://www.iwcf-forum.org/Terms.aspx#CookiesPrivacy>.

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 **www.iwcf-forum.org** ("**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 Inchbroach House, South Quay, Montrose, Angus DD10 9UA (“IWCF”, “we”, “us” or “our”).

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 principle office at Inchbroach 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, libelous, 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.

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.

PRIVACY AND COOKIES POLICY

This website, www.iwcf-forum.org (the "Site") is provided by IWCF OPERATIONS LIMITED, incorporated under the companies Acts with registered number SC568731 and having its registered office at Inchbroach House, South Quay, Montrose, Angus DD10 9UA ("IWCF", "we", "us" or "our").

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 principle office at Inchbroach House, South Quay, Montrose, Angus DD10 9UA.

We are committed to preserving your privacy and will use information you provide us in accordance with the Data Protection Laws. For the purposes of this Privacy and Cookies Policy, "Data Protection Laws" shall mean Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (the "GDPR") and any other laws, regulations and provisions relating to the processing of personal data applicable in the United Kingdom.

We are the data controller of all personal information which is provided to us.

Please read the following Privacy and Cookies Policy to understand how we use and protect the information that you provide to us. By clicking “I Accept”, you acknowledge that you have read and understood all such terms.

HOW WE COLLECT INFORMATION FROM YOU AND WHAT INFORMATION THAT WE COLLECT FROM YOU

We may collect information about in the following ways:

- if you register an account with us;
- from your usage of the Site and any other information you post on the Site, e-mail or otherwise send to us;
- if your employer or Training Centre register an account with us on your behalf or otherwise provide us with your personal details.

We may collect and process the following information about you:

- your name, contact details, e-mail address, passport details, telephone number;
- any other information you post on the Site, e-mail or otherwise send to us; and
- technical information including your IP address, login information, browser type and clicks on our website from your use of our website (for further information see our section on cookies below).

USE OF YOUR INFORMATION

We collect and process the information held about you: (i) to perform the contract to which you are party to with us <https://www.iwcf-forum.org/Terms.aspx> ; (ii) when we are required to comply with a legal obligation; and/or (iii) if the processing is for our legitimate interests or those of a third party, as noted below.

We process your information:

- to enable us to supply you with the services (such as course content and materials) and information which you have requested;
- to analyse the information we collect so that we can administer, support and improve and develop the services we offer;
- to contact you in order to send you details of related information which may be of interest to you;
- to provide you with access to certain parts of our Site;
- for all other purposes consistent with the proper performance of our operations and business; and
- to contact you for your views on our products and services.

We will only use your information for the purposes for which we collected it as detailed above, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. Specific information collected about you may be subject to other uses which will be communicated to you separately, such as via the completion of the Candidate Information Form.

RETENTION OF INFORMATION

We will hold your information for as long as is necessary in relation to the purposes for which we collected the data. To determine the appropriate retention period, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorized use or disclosure of personal data, the purposes for which we processed the personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

DISCLOSURE OF YOUR INFORMATION

The information you provide to us will be treated as confidential. However, we may disclose your information to other third parties who act for us for the purposes set out in the policy (such as affiliated training centres) or for purposes approved by you.

In addition, if we enter into a joint venture with or sold to or merged with another entity, your information may be disclosed to our new partners or owners.

Unless required to do so by law, we will not otherwise share, sell or distribute any of the information you provide to us without your consent.

SHARING YOUR DATA AND TRANSFERS OUTSIDE THE UK AND EEA

We may, at times, require to share your information with third parties for the purposes as detailed above, including suppliers of services to IWCF and relevant Training Centres. At all times we will do so in accordance with Data Protection Laws. Given that IWCF provides services globally, such third parties, particularly Training Centres, may be located outside the UK and EEA.

COOKIES

A "cookie" is a small text file that attaches to the hard drive of your computer and remembers information about the configuration of your computer.

We use this information to track your movements through our Site, to find out how it is being used and to assess its usefulness. Limited personal information about you may be collected during the tracking process.

You can disable the cookies that we attach if your browser supports this. For further information on how to do this, please refer to <http://www.allaboutcookies.org>. However, you should bear in mind that if you exercise this option, you may be unable to use some of our on-line services.

Some third party services on our Site may also set cookies if you specifically allow this.

Cookies collect anonymous information about how visitors use our site, which is then used to help improve the site. The information collected includes the number of site visitors, where visitors come to the site from and the pages they visited.

GOOGLE ANALYTICS

Google Analytics is a reporting tool for websites which allows us to view anonymous information about how our website is used, and how visitors get to our website. Google Analytics uses cookies to define user sessions, as well as to provide a number of key features in the Google Analytics reports. Google Analytics cookies do not collect personal data about our visitors. More technical information about Google Analytics cookie usage can be found at <https://developers.google.com/analytics/resources/concepts/gaConceptsCookies>.

Google's privacy policy is available at <http://www.google.com/privacypolicy.html>.

USE OF THIRD PARTY WEBSITES

Because we want your experience of our Site to be as informative and useful as possible, we may provide links to websites operated by third parties ("Third Party Websites"). Please be aware that we do not control such Third Party Websites and that such Third Party Websites may send their own cookies to users, or otherwise collect data or solicit personal information. We assume no responsibility for the information gathering practices of Third Party Websites that you are able to access through our Site, and we encourage you to review each Third Party Website's privacy policy before disclosing any personally identifiable information.

SECURITY

We employ security measures to protect your information from access by unauthorised persons and against accidental or unlawful processing, loss, alteration, destruction, disclosure or damage.

Please help us keep our records updated by informing us of any changes to your e-mail address and other contact details.

CHANGES TO OUR PRIVACY POLICY

We may amend this policy from time to time. If we make any substantial changes we will notify you by posting a prominent notice on our Site.

YOUR RIGHT

Under certain circumstances, in accordance with Data Protection Laws, you have the right to:

- Request access to your personal information (commonly known as a “data subject access request”). This enables you to receive a copy of the personal information we hold about you and to check that we are lawfully processing it;
- Request correction of the personal information that we hold about you. This enables you to have any incomplete or inaccurate information we hold about you corrected;
- Request erasure of your personal information. This enables you to ask us to delete or remove personal information where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal information where you have exercised your right to object to processing (see below);
- Object to the processing of your personal information where we are relying on a legitimate interest (or a legitimate interest of a third party) and there is something about your particular situation which makes you want to object to processing on this ground;
- Request the restriction of processing of your personal information. This enables you to ask us to suspend the processing of personal information about you, for example if you want us to establish its accuracy or the reason for processing it; and
- Request the transfer of your personal information to another party.

If you want to access, verify, correct or request erasure of your personal information, object to the processing of your personal information, or request that we transfer a copy of your personal information to another party, please contact forum.help@iwcf.org.

You also have the right to complain to the Information Commissioner’s Office in relation to our use of your information.

CONTACT US

To contact us with any questions relating to these terms of use or our privacy practices generally, please e-mail forum.help@iwcf.org.