

## **Apprenticeship vacancies: Web services interfaces – Terms and Conditions**

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### **Terms of use for Apprenticeship Webservice(s)**

This document sets out the terms and conditions for the use of the Webservice(s) which is provided by the Chief Executive of Skills Funding (the Chief Executive).

Webservices are a method of integrating web based applications over the internet where data, processes and functionality can be shared through interfaces. Web services are not attached to a user.

By accessing the Webservice(s) you agree on your own behalf and on behalf of each entity on whose behalf you act to accept in full and agree to abide by these Terms of Use. Your continued use of Webservice(s) following the posting of any changes to the terms and conditions shall mean that you have accepted those changes. If you do not agree to abide by these Terms of Use you should not access or use the Webservice(s) in any way. Breach of these terms and condition will result in access to Webservice(s) being withdrawn.

### **Terms and Conditions**

1. These terms should be read in conjunction with the Chief Executive's Privacy Policy relating to Data Protection that sets out how he collect and use any personal information he may gather about you as a result of your accessing the Webservice(s).
2. When using the service, you are liable for all and any telephone and access charges incurred in accessing and using the Webservice(s) where such charges are levied by your telephone, broadband or internet service provider.
3. The Webservice(s) shall be used in accordance with all laws, regulations or codes of conduct (including self regulatory) applicable to the use of the internet or electronic communications and you agree to be solely responsible for your use of the Webservice(s).
4. By accessing and using the Webservice(s) you agree not to:

- a. Use the Webservice(s) except in accordance with the Terms of Use as amended and posted by us from time to time.
  - b. Use or permit the use of the Webservice(s) for any illegal purpose.
  - c. Damage, interfere with or disrupt access to the Webservice(s) or do anything that may interrupt or impair their functionality.
  - d. Make or derive any commercial use or benefit from any part of the Webservice(s).
  - e. Use the Service in such a manner as would bring the Chief Executive, his organisation and/or business into disrepute.
  - f. Obtain or attempt to obtain unauthorised access, through whatever means, to the Webservice(s), other services or computer systems or areas of the Chief Executive's networks.
  - g. Make available, upload or distribute by any means any material or files that contain any viruses, bugs, corrupt data, spyware, cookies, "Trojan horses", "worms" or any other harmful software in connection with your use of the Webservice(s).
  - h. Use the Webservice(s) in any way to send unsolicited (commercial or otherwise) e-mail (spamming) or any material for marketing or publicity purposes.
  - i. Imply any endorsement by the Chief Executive of sites who are broadcasting information or using the Webservice(s).
5. Although the Chief Executive endeavors to ensure that all published material is accurate, timely and updated regularly, he shall not be liable for any inaccuracies and/or omissions in any information or materials provided, nor any interruption or delay to the accessibility of the site.
  6. Users of the Webservice(s) must not divulge the username(s) or password(s) assigned to their organisation to people who are not employees or volunteers or agents of their organisation.
  7. Registered users of the Webservice will be able to download a technical document detailing how to set up the webservice.
  8. The technical document must not be divulged to people who are not employees or volunteers or agents of their organisation.
  9. As the Webservice(s) is provided by means of website and telecommunication systems (including servers, local loop network providers, and other connectivity arrangements over which the Chief Executive has no control) you acknowledge that:
    - a. The Webservice(s) cannot be operated in all circumstances without error (including without limitation errors in any software used to provide the Webservice(s), the information, the sites and telecommunications links) and the Chief Executive shall be under no liability for the consequences arising from any such error or the reliance by you upon the Webservice(s).

- b. All data, documentation, source or object code or other information of any kind whatsoever which the Chief Executive may have imparted and may from time to time impart to you relating to the Webservice(s), remains his property and shall also remain confidential.
  - c. Information submitted by you will be treated as confidential, except as may be required to be passed on to the relevant government department.
10. You acknowledge and accept that Webservice(s) involve transmissions over the Internet and that such transmissions are therefore subject to the Internet's inherent risks.
11. You acknowledge and accept that, as with any network, you may be exposed to:
- a. unauthorised invasions of privacy during, or as a result of, using the Webservice(s) system-threatening viruses and other unauthorised and invasive programs transmitted by third parties
  - b. unauthorised dissemination and publication to others of information and material originally sent only to selected recipients on or through the Webservice(s) and/or the Site(s) eavesdropping and electronic trespassing
  - c. fraud and forgery; and/or
  - d. the failure of information and data to reach their intended destinations and/or erroneous receipt or misdirection of such information.
12. Although, the Chief Executive's and our suppliers' privacy and security features are designed to reduce these risks, we cannot guarantee their elimination. It is your responsibility to ensure that your systems protect against the events listed above and otherwise comply with good industry practice. You also acknowledge that no transmission via the Webservice(s) shall be deemed totally confidential and that the Chief Executive shall not be liable for any breach of confidence arising as a result of such event.
13. If your use of the Webservice(s) interferes with the Chief Executive's ability to provide the Webservice(s) to you or our other users, he may suspend provision of the Webservice(s) to you until such interference has ended. We shall then as soon as reasonably practicable resume provision of the Webservice(s).
14. Save in respect of death or personal injury resulting from his negligence the Chief Executive is not liable for any loss you suffer including, without limitation, indirect, special or consequential loss, or any damages arising from loss of use, goodwill, data or profits, whether in contract, tort or otherwise, arising out of or in connection with use of the Webservice(s).