



Terms of Service

1. Introduction

Welcome to Vinciway Ltd. ("Vinciway," "we," "us," or "our"). Vinciway provides a business-to-business (B2B) educational platform for creating, exploring, and collaborating on pathways to improve corporate learning and development. By accessing or using our platform, you agree to comply with and be bound by these Terms and Conditions ("Terms"). If you are using the platform on behalf of a company, you confirm that you are authorised to accept these Terms on behalf of your company.

2. Definitions

- **Platform:** The Vinciway software services, including Pathway Creator and Pathway Explorer.
- **Registered Company:** A corporate entity that has subscribed to and uses the Vinciway platform.
- **Admins:** Users designated by the Registered Company with administrative privileges.
- **Users:** Individuals invited by Admins to access the Vinciway platform.
- **Pathway:** A structured educational journey created using Pathway Creator and explored using Pathway Explorer.
- **Beta Period:** A trial phase during which access to the platform is completely free.

3. Eligibility

- The platform is intended for use by registered businesses only.
- Users should be at least 16 years old and authorised by their employer, account owner or parent to use the platform.
- Users and Registered Companies must not be subject to any sanctions or restrictions under applicable law.

4. User Accounts and Access

- **4.1. Registration:**
Access to the platform is limited to users of the Registered Companies. Users do not



have visibility over other organisations or their users and content with an exception to the pathways shared by Vinciway or their trusted parties. Users can be invited to the organisation by the organisation administrators. Vinciway places no restrictions on to whom the invitation can be sent.

- **4.2. Authentication:**

We use Auth0 identity provider for secure access. Users must keep their login credentials confidential. Sharing login credentials is prohibited.

- **4.3. Responsibilities:**

Registered Companies and their account administrators are responsible for ensuring that their Users comply with these Terms.

5. Platform Features

- **5.1. Pathway Creator:**

Users can collaboratively create, update and publish pathways. Published pathways are visible only to members of the Registered Company.

- **5.2. Pathway Explorer:**

Users can explore published pathways created by their company or by Vinciway.

- **5.3. Platform Dashboard**

Users can browse organisational resources, manage their personal information. Organisation administrators can manage the company account, other users, invitations, subscriptions and the resources.

6. Usage Restrictions and fair use policy

Users and Registered Companies shall not:

- Share access credentials or allow unauthorised access.
- Reverse engineer, copy, or distribute the platform.
- Use the platform for illegal or unethical purposes.
- Upload content that:
 - Promotes violence or hate.
 - Violates intellectual property rights or copyright laws.
 - Contains discriminatory, offensive, or defamatory material.
 - Breaches any applicable national laws or policies.
 - Facilitates or involves criminal activities.



We can block or suspend any account that breaks or abuses the fair use policy or demonstrates suspicious activity that puts security or lawful use of this product at risk or in doubt.

7. Third-Party Integrations

Vinciway integrates with third-party services for enhanced functionality and usability of the pathways.

While Vinciway ensures these integrations are secure and compliant, we are not liable for data processing by these third-party services. Users and Registered Companies must agree to the terms and policies of these third-party services.

8. Content Moderation

- Content moderation is primarily the responsibility of Registered Companies, including Admins and Users, who are expected to monitor and manage pathways to ensure compliance with these Terms.
- Vinciway reserves the right to review and delete content that:
 - Violates these Terms.
 - Is flagged by other Users or Third Parties as inappropriate.
 - Requires intervention due to legal or compliance concerns.
- We may take action, including content removal, at our discretion.

9. Data Protection

Vinciway complies with the UK General Data Protection Regulation (UK GDPR) and similar data protection laws. Details about data collection, storage, and processing are outlined in our Privacy Policy.

10. Fees and Payment

- Fees and payment terms are outlined in the specific Service Agreement between Vinciway and each Registered Company.
- Late payments may result in suspension of access to the platform.
- Taxes are applied based on the Registered Company's location and whether the entity is a business (B2B) or individual (B2C).



11. Beta Period

- Access to the platform during the Beta Period is completely free.
- The duration of the Beta Period will be determined by Vinciway.
- At the end of the Beta Period:
 - Users will be notified in advance.
 - Registered Companies will automatically transition to a freemium plan.
 - Company representatives will receive information about available paid plans and usage limits.
- New joiners after the Beta Period will have free access with limited features.

12. Service Level Agreement (SLA)

Vinciway aims to provide reliable and high-performing services. However, we do not make any guarantees or commitments regarding the availability, uptime, or performance of the platform. The platform is provided on an "AS IS" basis, and any service levels, response times, or support availability may vary depending on individual agreements with Registered Companies.

Vinciway will strive to address issues promptly and maintain platform operability, but we disclaim any liability for disruptions, delays, or other issues related to service performance.

For specific details regarding support or service expectations, please refer to your individual Service Agreement, where applicable.

13. Termination

- **13.1. By Registered Companies:**
You may terminate your subscription by providing 30 days' notice. No refunds are provided for unused subscription periods.
- **13.2. By Vinciway:**
We may suspend or terminate access for violations of these Terms or for non-payment. For all other cases, we reserve the right to 14 days' notice for termination.

14. Force Majeure



Neither party will be liable for failure to perform due to circumstances beyond their reasonable control, including:

- Natural disasters (e.g., earthquakes, floods).
- Acts of war, terrorism, or civil unrest.
- Governmental restrictions or sanctions.
- Cyberattacks or internet service disruptions.
- Labour strikes or industrial disputes.

15. Warranties and Disclaimers

- Vinciway provides the platform "AS IS" and disclaims all warranties except as explicitly stated.
- We do not guarantee uninterrupted or error-free operation of the platform.

16. Limitation of Liability

To the maximum extent permitted by law:

- Vinciway shall not be liable for indirect, incidental, or consequential damages.
- Vinciway's total liability shall not exceed the subscription fees paid by the Registered Company in the preceding 12 months.

17. Indemnification

Registered Companies agree to indemnify Vinciway against claims arising from misuse of the platform or violations of these Terms, including third-party claims related to uploaded content.

18. Confidentiality

All non-public information exchanged between Vinciway and Registered Companies is considered confidential and must not be shared without consent.

19. Governing Law and Dispute Resolution

These Terms are governed by the laws of England and Wales. Disputes shall be resolved in the courts of England.



20. Amendments

Vinciway reserves the right to update these Terms. Changes will be notified via email or the platform. Continued use after notification constitutes acceptance of the new Terms.

21. Contact Us

For questions or concerns regarding these Terms, contact us at:

Email: support@vinciway.com

Address: 71-75 Shelton Street, Covent Garden, London, United Kingdom, WC2H 9JQ

21.1. Acceptance

By using the Vinciway platform, you confirm your acceptance of these Terms and Conditions.

Document change log

Version indicator	Date released	Effective from
v1	16 November 2024	16 November 2024