

## **RCUK Learning Management System (LMS) User Policy**

The Learning Management System (LMS) ([www.lms.resus.org.uk](http://www.lms.resus.org.uk)) website is maintained by Resuscitation Council UK (“RCUK”). RCUK is a registered charity, number 1168914 and its office is at 60-62 Margaret Street W1W 8TF.

By accessing this website, you agree to be bound by these terms of use.

### **1. Personal Data and Security**

- 1.1 RCUK is committed to keeping all personal information secure and confidential. This website has a Secure Socket Layer (SSL) certificate, meaning a secure system infrastructure is in place.
- 1.2 All personal data processed in connection with the use of the LMS is processed in accordance with the Data Protection Act 2018, and the RCUK Privacy Policy can be found [here](#).

- 1.3 When you register on the site, RCUK collects the following personal information from you:

Email; First name; Surname; Location; Opt-in for Marketing Communication; Year of birth; Ethnicity; Is English your first language; Job role; Location of where professional qualification attained; Place of work; Professional registration organisation; Professional registration number; Job title; Job grade; Job speciality.

This information allows RCUK to:

- administer courses
  - audit usage of the site
  - conduct research regarding future training needs
  - produce statistical information relating to the use of the site. This statistical information does not contain any personal identifying information.
- 1.4 The personal details available on the LMS are strictly confidential. Course Centre Admin personnel agree to use the data obtained from the LMS in a fair and lawful manner solely for training and administrative purposes related to RCUK courses. Course Centre Admin personnel agree not to sell individual information and not to share the information with any other organisation or individual unless RCUK has given them prior written consent to do so.
  - 1.5 Course certificates are automatically removed once they have expired and cannot be recovered.

- 1.6 Non active user accounts are deleted automatically by the system, when a user does not - have an active membership and/or an active provider or instructor qualification and/or not having a core system role such as Course Centre Admin or Instructor.
- 1.7 On receipt of bona fide requests for information from authorised bodies such as NHS Trusts or employment agencies, in relation to confirmation of a data subject's course attendance or qualification, RCUK shall confirm validity of the data subject's course certificate and dates of attendance.
- 1.8 The RCUK LMS is hosted in the European Economic Area using AWS (Amazon Web Services) and all data is stored within the same region. AWS will only store data in the designated region and it is stored in line with the AWS GDPR DPA.
- 1.9 The LMS requires users to have cookies. This is to manage session information while the user is logged in. These are temporary cookies rather than permanent ones, which means that no critical or sensitive information is stored. Further information on RCUK Use of Cookies can be found [here](#).

## **2. Operation of LMS System Architecture**

- 2.1. RCUK makes no warranty whatsoever, including, without limitation, that the LMS will be uninterrupted or error-free, that system defects will be corrected, or that the LMS, including the server that makes it available, is free of viruses, worms, trojan horses or other destructive items.
- 2.2. RCUK expressly disclaims any representations or warranties of any kind, express or implied, including without limitation warranties of merchantability, fitness for any particular purpose, noninfringement, or as to the operation of this website or the content. RCUK does not warrant or make any representations as to the security of the LMS. RCUK does not warrant or make any representation that the LMS or the servers which make this website available or electronic communications sent by RCUK are free from viruses or any other harmful element.
- 2.3. RCUK reserves the right to withdraw, suspend or amend the operation of the LMS.
- 2.4. The supplier for RCUK's LMS will provide security, backup, and internet connection through a specialist data center with multiple internet connections. They will maintain the server in two different ways:
  - 2.4.1. Routine Maintenance: planned software patches to deploy fixes and changes.
  - 2.4.2. Reactive maintenance: unplanned software patches, which may require a service reboot.

### **3. Exclusion of Liability**

- 3.1. In no event shall RCUK be liable for any direct, special, incidental, indirect or consequential damages of any kind arising out of or in connection with the use of this website or any information contained in it. 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.

### **4. External Website Links**

- 4.1. Links on the LMS give access to external websites that are not under the control of the RCUK. These external websites are not endorsed by RCUK, and RCUK makes no warranties, representations, or undertakings nor accepts any liability or responsibility in connection with the content or use made of any website linked to the LMS.

### **5. Password Security and MFA (Multi Factor Authentication)**

- 5.1. You agree to keep login details secure and only share with authorised personnel. Where you suspect that the security of login details may have been compromised, you must inform us immediately at [support@resus.org.uk](mailto:support@resus.org.uk).
- 5.2. You agree to set up MFA either by using a mobile authenticator app or by using your default email address.
- 5.3. You agree to indemnify RCUK and to keep RCUK indemnified from and against any costs, claims, demands, expenses and liabilities suffered or incurred by RCUK arising from or which are directly or indirectly related to your access to and/or use of the LMS and/or any other person's use of the LMS where such person was able to access the LMS using your password.

### **6. Intellectual Property**

- 6.1. All design, text, graphics and other content displayed on the LMS and the selection and arrangement thereof, are protected by copyright and RCUK are either the owner of such materials or the materials appear on the LMS the consent of the relevant copyright owner. None of the contents of the LMS may be copied or incorporated into any other website or other work of any kind, in any form whatsoever.
- 6.2. All trademarks, product names, brand names, company names, titles, copyrights or logos cited herein are the trademarks, trade names or copyrights of their respective owners. No permission is given by RCUK in respect of the use of any such trademarks, product names, brand names, company names, titles, copyrights or logos.

- 6.3. All course materials contained within the LMS are shared for the purpose of the delivery of RCUK courses; by RCUK instructors; at RCUK registered course centres. Materials are not to be modified or reproduced for any other purpose or shared with non-RCUK instructors.

## 7. Updated Terms of Use

- 7.1. RCUK reserves the right to vary these terms of use from time to time. Such changes will be posted on the homepage of the LMS. Your continued use of the website following the posting of any changes will mean you have accepted the changes.

## 8. Governing Law

- 8.1. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation are governed by English law and subject to the exclusive jurisdiction of the English courts.

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