



# Teacher Bubbles Pty Ltd

## eLearning Policy

### TEACHERBUBBLES.COM DOMESTIC PRIVACY POLICY AND USER AGREEMENT

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE. BY ACCESSING OR BROWSING THIS WEB SITE, OR ACCESSING OR REGISTERING FOR ANY COURSE ON THIS WEB SITE, YOU AGREE TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS SET FORTH HEREIN, WITHOUT LIMITATION OR QUALIFICATION.

This Web Site and the Courses are operated and maintained by Teacher Bubbles, Pty Ltd. ("TB") and its vendors and licensees. The words "us," "we" and "our" refer to the TB. The words "you" and "your" refer to you, the user of the Services. The word "Services" refers to this Web Site and any Courses offered through the Web Site. The word "License" refers to an alphanumeric code which is required in order to register for and access Courses. For purposes of this Agreement, references to the Services also include any and all mirror, equivalent, comparable, replacement, substitute or backup web sites, web pages, resources, facilities or other means we make available to you in digital or electronic form.

The term "Use" refers to direct or indirect access, use, display, viewing, exchange, communication, reproduction, transmission or receipt of information, either with or without the aid of a machine or device, to, from or through the Web Site and/or Courses, or any action that causes the performance of functions, activities or otherwise provides or obtains services, content, information, reports, materials or data in connection with the Services.

We may add to, delete from or modify the Services or this Agreement at any time and from time to time, at our sole and absolute discretion, without prior notice, but you will be notified of the change at your first visit after it is posted. If you do not agree to any modification of the Agreement, you may terminate use of the Services by discontinuing use of the Services and returning your unused License to us via email. You will not be entitled to any refund upon such termination unless provided through your Training Center or instructor.

#### Conduct and Proper Use of the Services

- 4.1. You may not Use or allow, enable or facilitate others to Use the Services, or any Licenses in any manner that: (a) is fraudulent, libelous, defamatory, vulgar or obscene, pornographic, sexually explicit or offensive, harmful, harassing, threatening, hateful, objectionable, discriminatory or abusive; (b) violates any law, regulation or judicial or governmental order; (c) causes duress, distress or discomfort to another or is likely to deter or discourage others from using the Services; or (d) infringes upon or violates proprietary or rights of others, including but not limited to intellectual property rights.
- 4.2. You also may not Use or allow, enable or facilitate others to Use the Services or any Licenses in any manner that actually does or attempts to: (a) disrupt, impair or interfere with, alter or modify the Web Site (including any information, content, materials, features or functions thereof), any Licenses or the Use of the Services by others; (b) act in a way that affects or reflects negatively on us, the Services or anyone else; (c) collect or attempt to collect information of another party, including without limitation personally identifiable information, without that party's express prior consent. You agree to comply with all local, state, federal laws, statutes, rules and regulations, as well as any foreign laws or international treaties, which are applicable to this Agreement, the performance of your obligations and your Use of the Services.
- 4.3. You warrant and represent that you have accurately identified yourself and that you are the individual who answers questions and takes any Course for which you have registered, and that you will not answer questions or take a Course on behalf of any other individual. We reserve the right to approve or reject any user or revoke and restrict your right to use the Services, at any time and for any reason in our sole and absolute discretion.

#### Your Information and Privacy

- 5.1. The TB has an updated Privacy Statement disclosing the information we collect about visitors, how we use such information, the steps we take to secure such information, how you can view and correct such information, and how you can decline to have information about you collected or used. Click here to view the [Privacy Statement](#), which is incorporated by reference, as if set forth fully herein.





# Teacher Bubbles Pty Ltd

## eLearning Policy

- 5.2. When you visit the Web Site and Use the Services, we may collect information about you, such as your name, address, contact information, billing information, and other information which identifies you, as well as your responses to Course questions and other information you transmit in taking Courses or Using the Services. You acknowledge and also consent to our gathering this information and to our tracking your activities and Use of the Services for purposes included in or consistent with the uses described in that Privacy Statement, including tracking orders and reports, maintaining quality control and contacting you concerning the Services should it be necessary or appropriate to do so.
- 5.3. Disclosure to Training Entities: In addition to our use of your information as described above and in the Privacy Policy, you agree that we may share your information with third parties who are organizations, individuals, instructors, training centers and/or training sites that utilize Courses as part of their training activities or resellers or distributors of Licenses ("Training Entities"). In such a case, once you agree to this User Agreement, you will not be able to withdraw consent to our disclosure of this information to Training Entities that you have designated. You acknowledge and agree that if you have formally notified the TB not to share your information with Training Entities, you may not be able to receive a Course card or documentation showing your completion of a Course.
- 5.4. Disclosure to Accrediting Organizations: In addition to our use of your information as described above and in the Privacy Policy, you agree that we may share your information with accrediting organizations for the purpose of issuing continuing education credits if the Course and your participation is eligible for such credits ("Accrediting Organizations"). In such a case, once you agree to this User Agreement, you will not be able to withdraw consent to our disclosure of this information to Accrediting Organizations that you have designated. You acknowledge and agree that if you have formally notified the TB not to share your information with other entities, the TB may still share the information with Accrediting Organizations, and you may not be able to receive continuing education credits.
- 5.5. Disclosure to LMS Providers: In addition to our use of your information as described above and in the Privacy Policy, if you received your License from a third party that operates a learning management system ("LMS Provider") and you reached this Web Site through the LMS Provider's system, you agree that we may share your information with the LMS Provider. In such a case, once you agree to this User Agreement, you will not be able to withdraw consent to our disclosure of this information to Training Entities that you have designated. If you have instructed the TB not to share your information with an LMS Provider, you acknowledge and agree that you may not be permitted to take a Course or receive a Course card or documentation showing your completion of a Course.
- 5.6. You acknowledge and agree that we may use your email address and other contact information to send you administrative messages and status reports.
- 5.7. We reserve the right to disclose all information, including personal information, when required by law, court order or subpoena.

### TB Courses

- 6.1. Courses may be accessed only through a License purchased from the TB or a company authorized by the TB to distribute Licenses, or through an LMS Provider. You are solely responsible for maintaining the confidentiality of your License, and for all activities, charges or liabilities incurred through use of the Services. Once you have redeemed a License or received access to a Course you may not transfer your License or access to a Course to another user.
- 6.2. A License entitles you to register in only one Course. In order to take a different Course, or to repeat a Course, you will need to obtain a new License for that Course.
- 6.3. Some Courses may entitle you to receive credits or course completion documentation; some Courses will require a skills assessment or additional instruction from a Training Entity; and some Courses will not entitle you to any credits or course completion documentation. It is your responsibility to consult the Course





# Teacher Bubbles Pty Ltd

## eLearning Policy

- 6.4. description and determine whether credits or Course completion documentation are offered and whether you qualify for them, or whether additional assessment or instruction is required. The fee for a License does not include any fees that may be charged by Training Entities for additional training or skills assessment. It is your responsibility to locate a Training Entity that can provide you with the necessary additional assessment or instruction and to obtain any available Course credit or documentation.

### Third Parties and Third Party Sites

- 7.1. The Web Site may contain references or links to other web sites, web pages, materials, information and resources ("Third Party Sites"). We are not responsible for and have no control over the accessibility via the Internet of any Third Party Sites. Furthermore, you understand, acknowledge and agree that we do not endorse nor are we otherwise responsible for or associated with any Third Party Sites and you should not assume or rely upon any information or content as having originated with or been approved by us or even that we are aware of the specific content, information, features or capabilities available in connection with such Third Party Sites. We are not responsible or liable, in any manner whatsoever, for, in connection with, or as a consequence of your use of any Third Party Site, even if we are advised of the possibility that damages may result.
- 7.2. You may have reached this Web Site through an LMS Provider. An LMS Provider is also a Third Party Site, and we are not responsible for and have no control over any services or products offered by the LMS Provider. We are not responsible or liable in any manner whatsoever, for, in connection with, or as a consequence of your use of any LMS Provider, even if we are advised of the possibility that damages may result.
- 7.3. You may have received your License from a Training Entity, LMS Provider, distributor, or other third party ("Third Party"). TB is not responsible or liable in any manner whatsoever, for, in connection with, or as a consequence of any representations, actions or omissions of any Third Party, even if we are advised of the possibility that damages may result.

### Intellectual Property Rights

- 8.1. The Services and all text, graphics, images, logos, icons, programs, software, code, data, schema, content, information, reports and materials made available to you in connection with your Use of the Services, whether tangible or intangible, in any form and on or in any media, and all intellectual property rights in and to the same (hereinafter the "Intellectual Property"), are proprietary to us or are owned by us or our licensors or suppliers. You may not use the Intellectual Property, except as specifically permitted under this Agreement. You may not modify, copy, reproduce, republish, upload, post, transmit, publicly display, prepare derivative works from, reverse engineer or distribute the Intellectual Property in any way. Any and all rights not expressly granted by this Agreement, whether existing now or arising in the future, are hereby expressly reserved by us.
- 8.2. We reserve the unconditional right (but not the obligation) to remove, move or edit any information, data, text, graphics, content or other materials which we consider to be in violation of any of the terms of this Agreement. We have no liability or responsibility to you or any other person or entity for performance or nonperformance of any such activities.

### Termination

- 9.1. We may terminate this Agreement and/or otherwise restrict, suspend or terminate your use of the Services, in whole or in part, at any time in our sole and absolute discretion, immediately and without notice or liability, with or without cause, and it will not limit any other rights or remedies which are available to us or which may be available to you under any separate written agreements you may have entered into with us. You may terminate this Agreement by providing us with written notice of your termination and ceasing to use the Services.





# Teacher Bubbles Pty Ltd

## eLearning Policy

- 9.2. TB may, at its sole discretion, elect to provide, or not provide, refunds or other accommodations to purchasers of Licenses. However, in most cases TB if returned in unused condition within 30 days of purchase. All license returns are subject to a 15% restocking fee.
10. General
- 10.1. Limitation of Liability: Termination is your sole right and exclusive remedy for any claims or cause of action arising from the Courses, the Services, the Web Site or your use thereof. Upon termination by you or by us, your right to use the Services shall immediately cease.
- 10.2. UNDER NO CIRCUMSTANCES WILL TEACHER BUBBLES PTY LTD, ITS VENDORS, LICENSEES, LICENSORS, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS OR VOLUNTEERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF THE WEB SITE OR SERVICES, WHETHER BASED ON CONTRACT, TORT (STRICT LIABILITY OR OTHERWISE), INCLUDING WITHOUT LIMITATION: LOSS OF VALUE, LOSS OF USE, LOST ANTICIPATED PROFITS, LOSS OF DATA OR INFORMATION OF ANY KIND OR LOSS OF GOODWILL OR OPPORTUNITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. NEITHER TEACHER BUBBLES, NOR ITS VENDORS, LICENSEES, LICENSORS, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS OR VOLUNTEERS, SHALL BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY AND IN NO EVENT SHALL LIABILITY TO YOU EXCEED THE AMOUNT YOU PAID FOR LICENSES WITHIN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH ANY CLAIM AROSE. THE TERMS OF THIS SECTION WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT AND YOUR USE OF THE SITE OR THE SERVICES. IN JURISDICTIONS THAT RESTRICT LIMITATION OF LIABILITY PROVISIONS, OUR LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. THIS LIMITATION WILL APPLY REGARDLESS OF THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY
- 10.3. No Warranties; Disclaimer: **THE WEB SITE, THE COURSES AND THE SERVICES ARE MADE AVAILABLE FOR YOUR USE ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF TITLE OR NON-INFRINGEMENT, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTIES ARISING BY COURSE OF DEALING OR CUSTOM OF TRADE OR OTHERWISE. WE MAKE NO REPRESENTATION OR WARRANTY THAT THE WEB SITE, COURSES OR SERVICES, ARE ACCURATE, COMPLETE, APPROPRIATE, RELIABLE OR TIMELY FOR USE OR RELIANCE BY YOU OR ANY OTHER PARTY. WE ALSO MAKE NO REPRESENTATIONS OR WARRANTIES THAT THE SERVICES WILL MEET YOUR REQUIREMENTS AND/OR YOUR ACCESS TO AND USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, FREE OF VIRUSES, MALICIOUS CODE OR OTHER HARMFUL COMPONENTS OR OTHERWISE SECURE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.**
- 10.4. Governing Law: This Agreement is governed by and construed in accordance with the substantive internal laws of the State of New York without reference to its conflicts of laws principles.
- 10.5. Indemnification: You agree to indemnify, defend and hold harmless TB its vendors, licensees, licensors, agents, employees, officers, directors or volunteers (the "Indemnitees") from and against any and all losses, damages, liabilities, fees and costs, including without limitation attorneys' fees and court costs, which may arise or are incurred by the Indemnitees in connection with any liability, damages, claims or actions arising from your breach or alleged breach of this Agreement or your use of the Services. No settlement or compromise which may adversely affect the Indemnitee's rights or legally obligate an Indemnitee shall be made or entered into by you without the Indemnitee's prior written approval.





# Teacher Bubbles Pty Ltd

## eLearning Policy

### Teacher Bubbles International eLearning Privacy Policy and User Agreement

Teacher Bubbles is collecting personal data relating to you. Please review our privacy notice for further information and click "I Accept".

Teacher Bubbles and its affiliates (collectively "TB") respect your privacy and protect your personal data. This Privacy Notice applies only if you are located South Africa [or another country outside South Africa] and to the online collection of personal data when you purchase or activate a License to take a course through the [www.teacherbubbles.com](http://www.teacherbubbles.com). The word "License" refers to an alphanumeric code which is required in order to register for and access an online course through [www.teacherbubbles.com](http://www.teacherbubbles.com). For other questions pertaining to our other data processing and related privacy practice, please consult our [heart.org](http://heart.org) Privacy Policy here.

This Privacy Notice describes the types of personal data we collect, how we use the data, and with whom we share it. This Privacy Notice also describes the measures we take to protect your personal data, how to exercise your rights and how to contact us.

#### Personal Data We Collect and How We Use It

The personal data we process is either (1) provided directly by you on a voluntary basis to TB or to the entity that purchased the License on your behalf or (2) collected automatically. By personal data we mean "any information relating to an identified or identifiable natural person" such as name, address, e-mail, unique identifier, etc. Below are the ways you may provide personal data and the types of personal data you may submit. We also tell you how we may use the personal data.

- 1.1. Personal Data You Provide To Us on a Voluntary Basis
- 1.2. You may choose to provide personal data. If you choose not to provide us with your personal data, you may not be able to access some of our services and may be unable to take A TB course online or obtain a course completion card. The personal data you provide us on a voluntary basis is either entered directly by you into the system or by the third party from whom you purchased the License or that purchased the License on your behalf.
- 1.3. Enrollment in one of our online courses: When enrolling in one of our online courses and to receive a course completion card, you will be asked to provide the TB you are enrolling. This personal data is processed for managing our training courses and to provide you with the appropriate training material and course completion certificate.
- 1.4. Obtaining Continuing Education Credits: In order to obtain continuing education credits, should such credits be available to your profession, you will be asked to voluntarily provide us with your professional category (such as RN, EMT, physician) and may be required to provide your license number or national certifying organizations registration number. This information is required by the state licensing boards and national certification organizations in order for us to generate the appropriate continuing education certificate for your use in obtaining continuing education credits for the course you complete through [ELearning.heart.org](http://ELearning.heart.org). Should you decide not to provide this information, then you will not be able to obtain continuing education credits for the course that you complete.

**Marketing:** You may sign up to receive errata's (corrections or updates of your course book), electronic newsletters and promotional e-mails from TB. We will not send you any of these communications before obtaining your prior opt-in consent. To sign up, we ask you to choose the communications which you would like to receive and ask you for personal data such as your e-mail address. We only use your e-mail address to send you communications regarding our services which you have requested such as reminders for course renewals, errata's, and additional course offerings. You may change your election and opt out of receiving these communications at any time by using one of the options described under your Rights and Choices.







# Teacher Bubbles Pty Ltd

## eLearning Policy

3. **Contact us** - Information and Support Request: If you wish to obtain information or support from TB, you may contact us through various communication means. The specific personal data you must submit will depend on the information or support requested. TB will only use your data to contact you and to provide the information or support you requested.

3.1. Personal Data We Collect Automatically

3.2. Like many companies, TB uses log files to enhance your visit to our Site and to better understand how our Site is used. Log files are web server files that are automatically created when a user visits a site. TB does not use persistent cookies on [www.teacherbubbles.com](http://www.teacherbubbles.com)

### Personal Data We Share

4.1. We do not sell, rent, trade or otherwise disclose personal data about you, except as described in this Privacy Notice. Otherwise we will do so only with your explicit consent.

4.2. We may share your personal data with our affiliates, Training Entities, LMS Providers, and accreditation organizations for the specific purposes described in this privacy notice. The word Training Entities means organizations, individuals, instructors, training centers or training centers that utilize TB courses as part of their training activities or reseller or distributors of Licenses. Your personal data would only be shared with the Training Entity through which you obtained your License or completed the lab component of any course for the purpose of administering the course and verifying course completion. LMS Providers means a third party that operates a learning management system through which it has purchased and administers Licenses. We may share your personal data with the LMS Provider through which you obtained your License for purposes of course administration and verification of course completion. We may also share your personal data with service providers we have retained to perform various services on our behalf. These service providers are contractually required to act only on our instructions and to maintain an appropriate level of data protection and data security. Service providers are not authorized by us to use the data for their own purposes or to disclose the data to third parties except if necessary to perform services or functions for TB or to comply with legal requirements. For example, service providers are not authorized by TB to use the personal data for their own marketing purposes.

4.3. We may disclose data about you (i) if we are required to do so by law or pursuant to a Court order, or (ii) in response to a legitimate request from law enforcement authorities. We also reserve the right to transfer any data we have about you in the event we sell or transfer all or a portion of our business or assets. Should such a sale or transfer occur, we will use reasonable efforts to try to require that the transferee uses personal data you have provided through this Site in a manner that is consistent with this Privacy Policy. If you do not want the transferee to further process your personal data in such case, you should contact the transferee.

Teacher Bubbles and its affiliates (collectively "TB") respect your privacy and protect your personal data. This Privacy Notice applies only if you are located South Africa [or another country outside South Africa] and to the online collection of personal data when you purchase or activate a License to take a course through the [www.teacherbubbles.com](http://www.teacherbubbles.com). The word "License" refers to an alphanumeric code which is required in order to register for and access an online course through [www.teacherbubbles.com](http://www.teacherbubbles.com).

This Privacy Notice describes the types of personal data we collect, how we use the data, and with whom we share it. This Privacy Notice also describes the measures we take to protect your personal data, how to exercise your rights and how to contact us.

### Personal Data We Collect and How We Use It.

7.1. The personal data we process is either (1) provided directly by you on a voluntary basis to TB or to the entity that purchased the License on your behalf or (2) collected automatically. By personal data we mean "any information relating to an identified or identifiable natural person" such as name, address, e-mail, unique identifier, etc. Below are the ways you may provide personal data and the types of personal data you may submit. We also tell you how we may use the personal data.





# Teacher Bubbles Pty Ltd

## eLearning Policy

### 8. Personal Data You Provide To Us on a Voluntary Basis

8.1. You may choose to provide personal data. If you choose not to provide us with your personal data, you may not be able to access some of our services and may be unable to take an TB course online or obtain a course completion card. The personal data you provide us on a voluntary basis is either entered directly by you into the system or by the third party from whom you purchased the License or that purchased the License on your behalf.

9. Enrollment in one of our online courses: When enrolling in one of our online courses and to receive a course completion card, you will be asked to provide TB with your name, contact details, professional category and specialty, and course in which you are enrolling. This personal data is processed for managing our training courses and to provide you with the appropriate training material and course completion certificate.

10. Obtaining Continuing Education Credits: In order to obtain continuing education credits, should such credits be available to your profession, you will be asked to voluntarily provide us with your professional category (such as RN, EMT, physician) and may be required to provide your license number or national certifying organizations registration number. This information is required by the state licensing boards and national certification organizations in order for us to generate the appropriate continuing education certificate for your use in obtaining continuing education credits for the course you complete through ELearning.heart.org. Should you decide not to provide this information, then you will not be able to obtain continuing education credits for the course that you complete.

11. **Marketing:** You may sign up to receive errata's (corrections or updates of your course book), electronic newsletters and promotional e-mails from TB. We will not send you any of these communications before obtaining your prior opt-in consent. To sign up, we ask you to choose the communications which you would like to receive and ask you for personal data such as your e-mail address. We only use your e-mail address to send you communications regarding our services which you have requested such as reminders for course renewals, errata's, and additional course offerings. You may change your election and opt out of receiving these communications at any time by using one of the options described under your Rights and Choices

12. **Contact us - Information and Support Request:** If you wish to obtain information or support from TB, you may contact us through various communication means. The specific personal data you must submit will depend on the information or support requested. TB will only use your data to contact you and to provide the information or support you requested.

### 13. Personal Data We Collect Automatically

13.1. Like many companies, TB uses log files to enhance your visit to our Site and to better understand how our Site is used. Log files are web server files that are automatically created when a user visits a site. TB does not use persistent cookies on [www.eLearning.heart.org](http://www.eLearning.heart.org).

### 14. Personal Data We Share

14.1. We do not sell, rent, trade or otherwise disclose personal data about you, except as described in this Privacy Notice. Otherwise we will do so only with your explicit consent.

14.2. We may share your personal data with our affiliates, Training Entities, LMS Providers, and accreditation organizations for the specific purposes described in this privacy notice. The word Training Entities means organizations, individuals, instructors, training centers or training centers that utilize TB courses as part of their training activities or reseller or distributors of Licenses. Your personal data would only be shared with the Training Entity through which you obtained your License or completed the lab component of any course for the purpose of administering the course and verifying course completion. LMS Providers means a third party that operates a learning management system through which it has purchased and administers Licenses. We may share your personal data with the LMS Provider through which you obtained your License for purposes of course administration and verification of course completion. We may also share





# Teacher Bubbles Pty Ltd

## eLearning Policy

your personal data with service providers we have retained to perform various services on our behalf. These service providers are contractually required to act only on our instructions and to maintain an appropriate level of data protection and data security. Service providers are not authorized by us to use the data for their own purposes or to disclose the data to third parties except if necessary to perform services or functions for TB or to comply with legal requirements. For example, service providers are not authorized by TB to use the personal data for their own marketing purposes.

- 14.3. We may disclose data about you (i) if we are required to do so by law or pursuant to a Court order, or (ii) in response to a legitimate request from law enforcement authorities. We also reserve the right to transfer any data we have about you in the event we sell or transfer all or a portion of our business or assets. Should such a sale or transfer occur, we will use reasonable efforts to try to require that the transferee uses personal data you have provided through this Site in a manner that is consistent with this Privacy Policy. If you do not want the transferee to further process your personal data in such case, you should contact the transferee.

