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Some of the provisions contained in these terms of use may also be supplemented by provisions or notices published elsewhere on our site.

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We do not guarantee that our site, or any content or products on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis and we may suspend, withdraw, discontinue or change all or any part of our site without notice or liability. We will not be liable to you if for any reasons our site is unavailable at any time or for any period.

You are responsible for ensuring that all persons who access our site through your internet connection or systems are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

We may update our site from time to time, and may change the content at any time. Please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it.

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You agree to use our site for lawful purposes only in accordance with these terms of use. We may withdraw your right to use our site at any time for any use we consider unlawful or otherwise unacceptable.

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To be able to access certain free to view content and information on our site, to order any products and services from our site, and to access products order from us (such as those ordered by your employer) you will be required to register and set up an account with us.

At the point of registration you will be asked to provide specific information about yourself as part of that process. You must (a) provide true, accurate, current and complete information about yourself as prompted by the registration form (such information being the "registration data") and (b) use reasonable efforts to maintain and promptly update the registration data to keep it true, accurate, current and complete. You can update your registration data at any time through your user account. You are fully responsible for all use of your account and for any actions that take place using your account.

We will process your registration data in accordance with our [Privacy Policy](#).

If you choose, or you are provided with, a user identification, password or any other piece of information as part of our site security procedures, you must treat such information as confidential, and you must not disclose it to any third party.

You agree to notify us immediately of any unauthorised use of your registration data or account. If you know or suspect that an unauthorised person knows your password or passwords you will promptly notify us by email at kpmglearningacademy@kpmg.co.uk. We will not be liable for any losses arising out of the unauthorised use of your registration data and/or account.

We have the right to disable any user identification or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with these terms of use.

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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 in a safe and secure manner. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack the site via a denial-of-

service attack or a distributed denial-of-service attack. We may report any breach of this provision to the relevant law enforcement authorities and we will co-operate with these authorities by disclosing your identity to them. In the event of such breach, your right to use our site will cease immediately.

OUR LIABILITY

If you purchase products and/or services through our site, or access products and/or services purchased from us by a third party (such as those purchased by your employer), our liability will be governed by those separate terms entered into with us for such products and/or services.

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 liability that cannot be excluded or limited by law.

Our site is provided on an 'as is' and 'as available' basis and 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 or responsible for any failure to perform, or delay in performance of, any of our obligations under a contract that is caused by events outside our reasonable control.

To the extent permitted by law, we will not be liable to you 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:

your use of, or inability to use, our site; or

your use of or reliance on any product, service or content displayed on our site.

You agree not to use our site for any commercial or business purposes, and we exclude all liability to you for any loss of data, loss of profit, loss of business, business interruption, or loss of business opportunity. We also exclude all indirect or consequential loss or damage (being any loss that could not be contemplated by you and us at the time we entered into the contract).

Subject at all times to the limitations above, our total aggregate liability to you in connection with your use of our site will not exceed the sum of £1,000 and is strictly limited to losses that were reasonably foreseeable. Losses are foreseeable where they could be contemplated by you and us at the time we entered into the contract.

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Where our site contains links to websites maintained by any member firm of the KPMG network of independent member firms affiliated with KPMG International, such websites will not be governed by these terms of use. Please read all copyright and legal notices on each website before using such website and prior to downloading or printing items to ensure that such actions are permitted under that website's terms of use.

LINKING TO OUR SITE

You are not permitted to link to our site. If you wish to link to our site, please contact us via the contact information provided below.

If with our prior written permission you are authorised to link to our site's home page, you may do so provided that:

you do so in a way that is fair and legal, not misleading or deceptive and does not damage our reputation or take advantage of it;

you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists;

you must not establish a link to our site from or in any website that is not owned or directly controlled by you;

our site must not be framed on any other site;

you do not create a link to any part of our site other than the home page; and

the website in which you are linking must comply in all respects with the content standards notified by us in advance of you linking to our site.

We reserve the right to withdraw any linking permission at any time without any prior notice.

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These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales. The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site provided that we may apply to any court of competent jurisdiction to defend our intellectual property rights.

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These terms and conditions and any document expressly referred to in them represent the entire agreement between you and us in relation to the subject matter of any contract. However, these terms are without prejudice to your legal rights.

We may transfer our rights and obligations under these terms of use to another member firm of the KPMG network of independent member firms affiliated with KPMG International. We

will notify you via this site if this happens and we will ensure that the transfer will not affect your rights under these terms of use.

If any provision of these terms of use is or becomes invalid or unenforceable then the remaining provisions will not be affected. No waiver by us of any breach of these terms shall constitute a waiver of any other breach. No failure by us to exercise any remedy shall constitute a waiver of the right subsequently to exercise that or any other remedy.

A person who is not a party to these terms of use may not enforce any of the terms (under the Contracts (Rights of Third Parties) Act 1999 or otherwise).

Any notice or other communication given under or in connection with these terms must be in English and sent to our contact details below. Any notices or communications to you will be sent to the contact details you provided to us.

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Version Date: 1 June 2016