

**MODULE SIX LTD**

# Terms of Service for Individuals

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The agreement between you and Module Six Ltd for membership, Calibrate, Activate, Educate and Candidate

These terms are the agreement between you and **Module Six Ltd**. They apply when you create an account as an individual and use membership of the Institute of Project Professionals, **Calibrate, Activate, Educate or Candidate**. By creating an account you agree to them.

They are written in plain English and they are meant to be read. Where a term matters to you more than the rest, it is in bold.

**They do not cover Validate.** Validate is an Authority to Work register bought by an employer for its workforce, and it is governed by MS-LEG-002. An individual cannot buy Validate, and if your employer records you on a register your relationship over those records is with your employer, not with us.

## 1. Who we are

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**Module Six Ltd** is registered in England and Wales under company number **17311940**. Our registered office is c/o KRW Accountants Ltd, Henge Barn, Pury Hill Business Park, Alderton Road, Towcester, Northamptonshire, NN12 7LS. We are registered with the Information Commissioner's Office under reference **ZC198668**.

The **Institute of Project Professionals** is a professional body we operate. **It is not a separate legal entity.** Where an Institute document says the Institute decides something, it means Module Six Ltd acting as the Institute, and Module Six Ltd is answerable for it. Your contract is with Module Six Ltd throughout.

You can reach us at **hello@ipp.pro**. For anything about your personal data, **data@modulesix.co.uk**.

## 2. Eligibility and your account

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You must be **aged 16 or over** to create an account. By creating one you confirm that you are.

You must give accurate information when you register and keep it up to date. **One set of credentials gives you access to every platform you are entitled to use**, so you are responsible for keeping them secure and for everything done under your account. You must not share your account or let anybody else use it.

If you think somebody has used your account without your authority, tell us at once.

**You cannot hold an account if you are subject to UK sanctions.** By creating an account, and each time you pay us, you confirm that you are not a person designated under UK sanctions law or named on the UK Sanctions List, and that you are not acting for, owned by or controlled by anybody who is.

**We do not provide our services in Russia, Belarus, Iran, North Korea or Cuba, or in the Crimea, Sevastopol, Donetsk, Luhansk, Zaporizhzhia or Kherson regions of Ukraine.** You must not create an account, pay us or use the platforms from any of them, and you must not use a service that hides where you are in order to do so. We may add to this list where the law or our payment providers require it, and the current list is always the one in these terms.

**We check both.** We screen the names of the people we hold against the UK Sanctions List, and we refuse access from, and payment with a billing address in, the places listed above. What we hold to do this, and for how long, is in **MS-LEG-004**.

### 3. Membership grades and what each gives you

Institute membership runs across five grades. What you can reach depends on your grade, and the current position is below. **Grade names may change.** If a grade is renamed, your standing, your member number and your access are unaffected and we will tell you.

| Grade                            | Fee  | What it gives you                                                                                                                                                                          |
|----------------------------------|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Student</b>                   | Free | A member number, an entry in the public register which you can switch off, Calibrate for your own competency record and CPD, Educate, and Topic 1 of Module 1 in Activate. No post-nominal |
| <b>Affiliate</b>                 | Paid | The full Award pathway in Activate, full Calibrate, a member discount on Educate, and Candidate. No post-nominal                                                                           |
| <b>Associate, Member, Fellow</b> | Paid | All Activate content including the Foundation pathway, full Calibrate, a member discount on Educate, and Candidate. Each carries a post-nominal: AIPP, MIPP, FIPP                          |

Eligibility for each grade, and how an application is assessed, is set out in the Institute's membership framework, IPP-GOV-003. We may change what a grade includes. **Where a change reduces access you have already paid for, we will tell you in advance and refund the affected period pro rata.**

### 4. Acceptable use

Use the platforms **lawfully, honestly, and for the purpose they were provided.** In particular you must not:

- **share your credentials**, or let anybody else use your account;
- **impersonate** another person or organisation, or misrepresent your association with one;
- **circumvent access controls**, or obtain content, a credential or a discount you have not paid for or not earned;
- submit **false or misleading information** to any platform, including in assessments, evidence, competence records, outcome claims and applications, or submit work that is not your own as though it were;
- **cheat in an examination**, use unauthorised materials, or attempt to manipulate a result. IPP-ASM-002 governs examination conduct and applies in addition to this section;
- **alter, forge or misrepresent** a Passport, a public register entry or a certificate check;
- ask somebody to **confirm a claim that is not true**, or submit a confirmation on somebody else's behalf;
- **copy, extract or aggregate** data about members, in bulk or one record at a time, by automated means or by hand, or build a database, directory or list from anything on the platforms;
- use **automated tools to scrape, crawl or harvest** any platform, or use platform data to train or evaluate any model;
- **share a Passport link or short reference** with anybody the holder has not agreed to share it with, or publish one where it can be found by somebody who was never given it; or

- use the platforms in a way that could **damage, disable or impair** them, or probe them for vulnerabilities without our written permission. **If you become aware of a weakness you must tell us at [hello@ipp.pro](mailto:hello@ipp.pro) promptly, must not disclose it to anybody else, and must not exploit it or attempt to.**

**4.1 Publication for a purpose is not a licence for any purpose.** Some of what the platforms publish is public: the register of members, a Passport shared at a link, a certificate check. **No permission is granted to anybody, by any means, to use data available on or through the platforms for any purpose other than the one it was made available for.** Any other use requires the express consent of the individual concerned, given either through a tool we provide for the purpose and used as intended, or in writing. The public register exists so that a named person can be checked, not so that the membership can be copied.

Breach of this section may lead to suspension or termination under section 15, and to withdrawal of a credential obtained through it.

## 5. Course content and intellectual property

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All course content on **Activate** and **Educate**, including topic text, video and audio, practice questions and assessment materials, belongs to Module Six Ltd. Your membership gives you a **personal, non-transferable licence** to use it for your own learning. You may not reproduce, distribute or resell it.

Everything else we publish belongs to us too unless we say otherwise: framework documents, competency standards, assessment criteria, role profiles, the competency library, guidance, templates and the material on our websites. You may read and use it for your own professional purposes. **You may not republish it, build it into your own product, or use it to build a competing framework or assessment.**

## 6. Your content

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What you submit to any of our platforms remains **yours**: self-assessment responses, CPD entries, evidence, competence records, outcome claims and profile information. By submitting it you give us a licence to store and process it so that we can deliver the service to you, across the platforms you use rather than only the one you entered it in.

**Your competency record follows you.** What you record in Calibrate is what a Passport publishes.

**We do not sell your content and we do not use it to train any artificial intelligence model.** Beyond delivering the service we use it in one further way and no others: we produce **aggregate, anonymised statistics** about competence across individuals and organisations, and we may publish those or share them. Nobody is identifiable in them and no organisation is named without its agreement. Anonymised statistics are not personal data and are not affected if you later ask us to erase your record.

We share your assessment and CPD content with a reviewer you nominate, as part of a validation you start, and with an organisation administrator where you hold that organisation's seat.

## 7. Your professional record

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Your record is tied to your primary email address and it **belongs to you, not to any organisation you are associated with**. If you join an organisation account, its reviewers and administrators can see your competency record, CPD log and evidence for the purpose of professional development oversight. **You can leave at any time from your profile settings, and when you do, the organisation loses access**. The record stays with you.

An organisation may not transfer, export or keep copies of your record after you have left.

**Keeping your account is what keeps your record**. A membership that lapses does not delete it: you revert to Student and your competency record, CPD and evidence remain yours.

You are responsible for keeping access to your registered email address, and we encourage you to add a backup address. Where fees for a paid feature go unpaid, access to that feature ends; after a reasonable period and written notice the account may be closed and its data deleted. **We will tell you before that happens and give you the chance to export your record**. A record deleted after closure cannot be recovered.

## 8. Services we rely on

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Parts of the service depend on **third party services** that operate independently of Module Six Ltd, have their own terms and privacy policies, and are not under our control.

**Payment is one of them**. Card payments are taken by **Stripe** and are subject to Stripe's terms. We do not see or store your card details. Stripe acts partly on our instructions and partly on its own account, including for fraud detection and its own anti-money-laundering obligations, and for that part your rights are exercised against Stripe. This is set out in MS-LEG-004.

We remain responsible for the service we provide to you. **We are not responsible for the operation, content or data practices of a third party service**, and where a failure of one prevents us delivering something you have paid for, section 14 applies.

Every party that processes personal data on our behalf is named in **MS-LEG-004**. If we introduce automated or artificial intelligence analysis of your personal data, **we will name the provider in that notice before we do it**.

## 9. Payments and refunds

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**Current prices are published on our websites and are the prices that apply**. The price shown at the point of purchase is the price you pay and it is confirmed before you are asked to pay. Payments are taken by Stripe.

### 9.1 Membership

Your membership begins **immediately on payment**. Before paying you are asked to confirm that you request immediate supply and that you understand membership fees are non-refundable. By confirming, you consent to the service beginning at once and acknowledge that **your statutory 14-day right to cancel ends when your membership benefits become available to you**, under the Consumer Contracts Regulations 2013. We keep a record of that confirmation.

Memberships **renew automatically each year**, and this is stated at the point of purchase. You can cancel at any time from your account. Cancellation takes effect at the end of your current membership year and you keep your benefits until then. A renewal payment for a year already begun is not refunded.

## 9.2 Educate subscriptions

A subscription gives access to the course catalogue for as long as it is active, billed monthly or annually as selected at checkout. Access begins immediately on payment, and at checkout you confirm that you request immediate access and understand your 14-day right to cancel ends once access begins. You can cancel at any time; it takes effect at the end of the current billing period and you keep access until then.

## 9.3 Examinations and resits

When you pay an examination or resit fee the examination is made available to you at once, and at checkout you confirm you understand your 14-day right to cancel ends once you have taken it.

**If you change your mind within 14 days and have not started the examination, we refund the fee in full.**

Each formal sitting is one attempt. A resit carries a fee, and the fee in force is the one published at the time of booking.

## 9.4 Peer review

A peer review fee pays for the review itself. **It is not refundable on the basis of the outcome:** a review that reaches a conclusion you did not want has still been carried out. Where we fail to carry out a review you have paid for, the fee is refunded in full.

## 9.5 Assessed applications

Where a grade requires an assessed application, payment is taken when you submit it. **If your application is not approved, your membership fee is refunded in full.** Where a grade carries a separate application fee, that fee pays for the assessment and is not refunded whether or not the application succeeds. This is stated before you pay.

Nothing in this section affects your statutory rights, including your rights where a service is not provided with reasonable care and skill.

# 10. Candidate, your Passport and recruiters

**Candidate** is the portable professional record. Within it, the **talent window** is the search that recruiters and agencies use. You may publish a **Passport** of your validated competencies and verified outcomes at a link you share, and you may choose to be visible in the talent window.

**Everything here is off until you turn it on.** Your public register entry, your profile fields, your Passport and your visibility to recruiters are separate switches and you can turn any of them off at any time. You also choose what each one contains. A Passport is read live, so withdrawing it takes effect at once rather than when somebody's copy expires.

**What you make searchable can be found. It is your responsibility to decide what you switch on.** Where you have chosen to be visible, a recruiter or agency can see what you have published and can contact you. We do not control what somebody who has seen your record does next, we cannot recall information once it has been seen, and **we are not liable for what a**

**third party does with information you chose to publish or make searchable.**

**Recruiters and agencies are bound as organisations are.** A recruiter or agency with access to member data through the talent window accepts MS-LEG-002 section 10.5: to use what they see lawfully, only for the purpose it was made available for, and not to copy, retain, resell or redistribute a member's record. We may withdraw access for breach.

Contact details are not published on a Passport or in the talent window. What appears on each public surface, field by field, is in **MS-LEG-004** section 4.

## 11. What you say about other people and organisations

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An outcome claim, a Passport and a talent window profile can all name an organisation you worked for, a project you delivered and a person who confirmed it, and **a recruiter reading your profile sees those names.**

Where you submit content that names or describes another person or organisation, **you warrant that:**

- you are **entitled to disclose it**, and it is not confidential to your employer, your client or anybody else;
- it is **factually accurate** and not misleading, including by omission;
- it is **not defamatory** and does not otherwise infringe anybody's rights; and
- publishing it **does not breach any obligation you owe**, including under your contract of employment or a non-disclosure agreement.

**We cannot check any of this and we do not.** You know what you are permitted to say about your own work and we do not. **You indemnify us** against any claim, loss or cost arising from content you submitted in breach of this section.

**If somebody complains, we may remove or hide the content while we look at it**, and we may remove it permanently. We will tell you when we do. **Where you claim an outcome and name somebody as having confirmed it**, that person is shown the claim in the words you wrote before they confirm anything. Their confirmation is recorded against your claim with their name and the date, and **they may withdraw it at any time. If you then edit the claim, the confirmation is removed** and the claim shows as unconfirmed until somebody confirms the new wording, because what they agreed to was the claim as it stood when they read it.

## 12. What verification does and does not establish

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**What it establishes.** That a named person holds the grade shown and whether it is current; that a qualification shown was awarded by the Institute after an examination; and that a competency level marked **Validated** was confirmed by somebody other than the member, against evidence.

**What it does not establish.** Suitability for a particular role, current employment, a statutory licence, chartered status, regulatory approval, or a guarantee of competence. Institute qualifications are the Institute's own and are not regulated by Ofqual or another statutory regulator. **A self-assessed level is not a verified one.**

**Verification is an aid to a decision, not a substitute for making one.** We review what is submitted to us, and there are limits to what we can validate. Where an organisation relies on a

verified profile, a Passport or a certificate check, **it remains responsible for its own due diligence, including references and any statutory checks**, and we do not accept liability for a recruitment, engagement or deployment decision taken on the strength of anything we publish.

## 13. Availability and changes to the service

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We aim to keep the platforms available at all times but we do not guarantee uninterrupted access. We may take a platform offline for maintenance or updates, or for reasons outside our control. We may add, remove or change features, and we will give reasonable notice of a change that materially affects your access.

## 14. Limitation of liability

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Our platforms provide learning, assessment and professional development tools. **We do not guarantee that using them will result in employment, promotion or any particular professional outcome.**

To the extent the law permits, our liability to you in connection with these terms is limited to **the amount you have paid us in the 12 months before the claim.**

**Nothing in these terms limits our liability for death or personal injury caused by negligence, for fraud, or for anything else that cannot lawfully be excluded**, and nothing in them affects your statutory rights as a consumer.

## 15. Suspension and termination

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We may suspend or terminate an account used in breach of these terms, and may terminate **immediately and without notice** an account used fraudulently or dishonestly, or used to obtain access, a credential or a discount that was not paid for or not earned.

**We will suspend or close an account at once, without notice, where sanctions law requires it** or where the confirmation in section 2 turns out to be untrue. **Where the law requires us to freeze money you have paid us, we will hold it and not refund it**, and we may be required to report the account to HM Treasury.

**No refund is due on suspension or termination for breach.** Fees already paid are not returned, and a membership year, subscription period or examination entitlement already begun is forfeit. This does not affect your statutory rights, or a refund we owe you for a reason unconnected with the breach.

Where a breach causes us loss, including a credential issued on false information, content taken and redistributed, or access obtained without payment, **we may recover that loss from you**, including the value of what was obtained and the reasonable cost of investigating it.

A decision about your membership, as opposed to your account, is taken under the Institute's code of conduct, IPP-GOV-001, and may be appealed under IPP-GOV-006.

## 16. Your personal data

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What we hold, why, who else sees it, how long we keep it and what rights you have is in **MS-LEG-004**, published at [modulesix.co.uk/privacy](https://modulesix.co.uk/privacy) and at [ipp.pro/privacy](https://ipp.pro/privacy). Membership detail is

its section 5, and what is published about you on each public surface is its section 4.

## 17. Changes to these terms

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We may update these terms. Each version carries an edition and a date, and **the version you accepted is recorded against your account**. Where we make a material change we will tell you and ask you to accept the new version. Continued use after a change that is not material constitutes acceptance of it.

## 18. Governing law

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These terms are governed by the law of **England and Wales**, and the courts of England and Wales have exclusive jurisdiction.