

1. SCOPE AND PURPOSE

- 1.1. When accepted by you, this UA shall constitute a binding contract between you and MOTI, governing the creation, use and deactivation of your Learner Profile on Sophia and the protection/use of your Personal Data.
- 1.2. This UA does not apply to any other Profile type available on Sophia.

2. DEFINITIONS

The following terms in this UA shall have the meaning defined for them below. Additional meanings specific to terms used in the Appendixes may also be defined therein, those taking precedence when the term is used in the Appendix and if different from those below.

- 2.1. **'Approved Countries'** refers to Countries in which MOTI permits use of Sophia.
- 2.2. **'Approved Systems'** refers to any third-party software, system, program, API, digital or hosting service used by or approved for your use by MOTI, whether or not interfaced with Sophia.
- 2.3. **'Authorised Reseller'** refers to any Entity(ies) or Individual(s) authorised by MOTI to sell and/or accept payment for System Credits (System Credit Charges) or Bundles (Bundle Charges).
- 2.4. **'Bundles'** refers to two or more Self-Paced Courses (and related free Multiple-Choice Tests and Resources) grouped together by MOTI, your access to Bundles and grouped Self-Paced Courses subject to this UA and, when applicable, payment of the related Bundle Charge.
- 2.5. **'Bundle Charges'** refers to the monetary amount charged by MOTI for access to a Bundle.
- 2.6. **'Calendar Days'** refers to any day, including weekends/public holidays in any Approved Country.
- 2.7. **'Countries of Interest'** refers to one or more Approved Countries (other than your Country of Residence) which you identify on your Learner Profile as being of interest to you.
- 2.8. **'Country of Residence'** refers to a single Country in which you primarily reside, are tax domiciled and from where you are considered to purchase System Credits or Bundles and use Sophia.
- 2.9. **'CPD'** means Continuous Professional Development.
- 2.10. **'CPD Points'** refers to Continuous Development Points (CPD) or other similar awards or accreditations granted by a duly authorised statutory, regulatory, or professional Entity.
- 2.11. **'CPD Services'** refer to the various services herein defined that contribute to the CPD of Learners and Organisations subscribed to Sophia.
- 2.12. **'EEA'** refers to the European Economic Area.
- 2.13. **'Entity'** refers to a legal body of any form other than an Individual, and may, where the context requires, refer to an Organisation as herein defined (including your Linked Organisation).
- 2.14. **'EU GDPR'** refers to the General Data Protection Regulations applicable in the EEA and enforceable under the Laws of Cyprus.
- 2.15. **'GDPR Regulator'** refers to the Cyprus Commissioner for personal data protection.
- 2.16. **'Individual'** refers to any natural person, and may, where the context requires, refer to a Learner (including you) or Trainer as herein defined.
- 2.17. **'Law'** refers, unless the text otherwise expressly requires, to any Law of the Republic of Cyprus and includes any subordinate legislation or regulations thereunder made.
- 2.18. **'Learner'** refers to an Individual with a Learner Profile on Sophia, including, where the context requires, you.
- 2.19. **'Learner Content'** refers to any text, image, video, or other content in any format posted on Sophia by any Learner, including yourself.
- 2.20. **'Learner Profile'** refers to a Profile created by (or for) a Learner, on which the CPD Services and Learner Profile Functionalities from time to time available can thereby be accessed and used.
- 2.21. **'Learner Profile Functionalities'** refers to the suite of tools and processes from time to time available on Learner Profiles and which are used thereon by Learners to facilitate their access to and optimise their engagement with CPD Services.
- 2.22. **'Learning Hour'** refers to the number of hours, or parts thereof, that the Sophia algorithm, or MOTI, or the developing Trainer estimates it would take a Learner to complete a particular Learning Service.
- 2.23. **'License'** refers to a License granted by MOTI to you to access and use a specified CPD Service or Learner Profile Functionality. All Licenses are issued subject to the provisions of this UA.
- 2.24. **'Linking' and 'Unlinking'** refers to the connecting of your Profile with a single Organisation Profile. Unlinking is the subsequent disconnecting of your Profile from such Organisation Profile.
- 2.25. **'MOTI'** refers to MOTI Professional Development Services Ltd, a private Company incorporated in the Republic of Cyprus.
- 2.26. **'Organisation'** refers to an Entity engaged in the Target Industry who have created (or have had created for them) an Organisation Profile on Sophia.

- 2.27. **'Organisation Profile'** refers to a Profile on Sophia created by (or for) an Organisation.
- 2.28. **'Personal Data'** refers to any information relating to an identified or identifiable Individual.
- 2.29. **'Policies'** refers to the Policies appended to this UA.
- 2.30. **'Profile'** refers to personal Profiles created by (or for) various User types on Sophia. For the avoidance of doubt, this UA relates to and governs the creation and use of a Learner Profile.
- 2.31. **'Service Fee'** refers to the number of System Credits (if any) that must be expended to be get a Licence for a specific chargeable CPD Service or Learner Profile Functionality.
- 2.32. **'Sophia'** refers to Sophia for Schools, the platform on which you are creating this Learner Profile.
- 2.33. **'Sponsor'** refers to any Entity(ies) or Individual(s) without a Profile on Sophia who pays System Credit Charges or Bundle Charges or your behalf or on behalf of your Linked Organisation.
- 2.34. **'System Credits'** refers to the unit of value used in Sophia to denote the Service Fee related to a License necessary to access a specific chargeable CPD Service or Learner Profile Functionality, the valued, purchased, and expended as herein described.
- 2.35. **'System Credit Charges'** refers to the monetary amount charged by MOTI for System Credits.
- 2.36. **'Sophia Users' or 'Users'** refers to any Sophia Profile type, whether or not herein defined.
- 2.37. **'Target Industry'** refers to the pre, primary and secondary school industry.
- 2.38. **'Trainer'** refers to any Individual or Entity with whom MOTI in any collaborates to develop, quality control and/or deliver the CPD Services available on Sophia.
- 2.39. **'UA'** refers, unless otherwise expressly stated, to this document and its appended Policies.
- 2.40. **'Unauthorised System'** refers to any third-party software, system, program, API, digital or hosting service not approved for use by or with Sophia.

3. INTRODUCTION

3.1. Introduction to Sophia:

Sophia is an online/cloud-based platform primarily designed to deliver CPD Services to Learners and Organisations in the Target Industry within Approved Countries.

3.2. Introduction to MOTI:

Sophia has been developed, is administered, managed, and promoted by MOTI.

3.3. Introduction to Learner Profiles:

Learners engaged in the Target Industry within Approved Countries are eligible to create (or have created for them) a Learner Profile on Sophia, through which they can access, engage, and use CPD Services and Learner Profile Functionalities. This is the Profile you are creating, accessing, and using by accepting this UA.

4. USER AGREEMENT (UA)

4.1. MOTI Policies:

This UA incorporates the following policies, all of which you agree to when accepting this UA:

- 4.1.1. Appendix 1: MOTI Privacy Policy
- 4.1.2. Appendix 2: MOTI Code of Conduct
- 4.1.3. Appendix 3: MOTI Appeals Policy
- 4.1.4. Appendix 4: MOTI Course Content Review Policy
- 4.1.5. Appendix 5: MOTI Equal Opportunities Policy
- 4.1.6. Appendix 6: MOTI Reasonable Adjustments Policy
- 4.1.7. Appendix 7: MOTI Responsible Marketing Policy
- 4.1.8. Appendix 8: MOTI Complaints Policy
- 4.1.9. Appendix 9: MOTI Malpractice Policy
- 4.1.10. Appendix 10: MOTI Learner Safeguarding Policy

4.2. Application of this UA:

This UA governs the creation, use, Suspension, and Deactivation of your Learner Profile and your access to and use of the CPD Services and Learner Profile Functionalities available thereon.

4.3. Approved Systems:

MOTI uses or permits the use of certain third-party Approved Systems, some of which are interfaced with Sophia. Such Approved Systems are essential for the creation of your Learner Profile, use of the CPD Services and Learner Profile functionalities. Accordingly, by accepting this UA, you also agree to adhere to the terms and conditions of such Approved Systems (please visit <https://schools.mysophia.eu> for further information on Approved Systems).

4.4. **Variation of this UA:**

MOTI may, at its discretion, vary the terms of this UA and/or one or more of its appended Policies. When varied, your Learner Profile will be automatically Suspended until you review and accept the changes made. For the avoidance of doubt, variations to this UA and/or appended Policies are only made when there is a material variation to the provisions hereof.

5. **LEARNER PROFILES**

5.1. **Eligibility to create a Learner Profile:**

You may create a Learner Profile if:

- 5.1.1. You are a natural person.
- 5.1.2. You are 18 years of age or older.
- 5.1.3. You are directly or indirectly engaged in the Target Industry.
- 5.1.4. You are domiciled, for tax purposes, in an Approved Country.
- 5.1.5. You are not precluded under any Cypriot Law from creating and using a Learner Profile.
- 5.1.6. You are not precluded by MOTI from creating a Learner Profile.

5.2. **Learner Profile Sign-Up Process:**

Your Learner Profile can be created in either of the following ways:

- 5.2.1. 'Self-Sign Up': you complete the automated Sign-Up process on the Log-In Page of Sophia and timely confirmation of the activation email subsequently sent to you.
- 5.2.2. 'Assisted Sign Up': requesting or otherwise allowing MOTI to create your Learner Profile, using information provided by you (or your Linked Organisation) in it so doing.
- 5.2.3. In both the above cases, any information you or your Linked Organisation provides must be truthful and accurate. For the avoidance of doubt, your acceptance of this UA indicates and confirms your consent for us to use personal information provided either by yourself or your Linked Organisation for the purposes of this UA.

5.3. **Your Learner Profile is private to you:**

You may not share, allow access to, transfer or bequeath your Learner Profile to another Individual, Entity (including your Linked Organisation) or Unauthorised System without the prior written permission of MOTI. Except where permitted by this UA, if you discover or believe that any such Individual, Entity (including your Linked Organisation) or Unauthorised System is accessing, has access to, is using or affecting your Learner Profile, you must immediately notify MOTI.

5.4. **Accessing your Learner Profile:**

Once created, you can access your Learner Profile by using your Username and Password:

- 5.4.1. Your Username is the email address you provided (or which was provided for you) in the Self or Assisted Sign-Up process (as the case may be).
- 5.4.2. Your Password is that provided by you (or which was provided for you) in the Sign-Up process. Upon accessing your Profile, you may change your Password at any time using the functionalities available on your Profile. Your Password is confidential to you and should not be shared with any other individual, organization or Unauthorised System.

5.5. **Regaining access to your Learner Profile:**

If you forget your Password or are for any reason unable to access your Learner Profile, you may regain access by:

- 5.5.1. Following the 'Forgot your Password?' process on the Log-In Page of Sophia; or
- 5.5.2. Contacting MOTI and providing all information which it, at its discretion, deems necessary for it to ascertain that you are the owner of or are lawfully entitled to access/control that Learner Profile. For the avoidance of doubt, MOTI makes no commitment or guarantee as to how long this process may take.

5.6. **You are responsible for all activity or omissions on your Learner Profile:**

You are solely responsible for any act or omission on your Learner Profile, occasioned either by yourself or any other Individual, Entity (including your Linked Organization) or Unauthorised System accessing it because of a direct or indirect act or omission on your part.

5.7. **Requested Suspension of your Learner Profile:**

You may request Suspension of your Learner Profile in writing to MOTI, it being at liberty to request further confirmation that you are authorised to make such request or such additional information it may require for such purposes.

5.8. MOTI Suspension of your Learner Profile:

MOTI may unilaterally and without forewarning Suspend your Learner Profile if:

- 5.8.1. It has reason to believe that you are in breach of any of this UA and intends to undertake an investigation thereof.
- 5.8.2. It has reason to believe that your continued access and/or use of your Learner Profile constitutes an actual or possible risk to you, any other Sophia User, to MOTI or Sophia.
- 5.8.3. It has reason to believe that another Individual, Entity (including your Linked Organisation) or Unauthorised System has access to your Learner Profile.
- 5.8.4. It has reason to believe that you or any other Individual, Entity (including your Linked Organisation) or Unauthorised System intends to use your Learner Profile to commit or assist in the committing of any act or omission unlawful under Cypriot Law.
- 5.8.5. You have not accessed your Learner Profile for a continuous period of 90 Days.
- 5.8.6. It is legally compelled to do so pursuant to Cypriot Law or order of a Cypriot Court.
- 5.8.7. There has been a change to this UA requiring your agreement prior to the continued use thereof.

5.9. Period of Suspension:

- 5.9.1. A Requested Suspension of your Learner Profile will end on the date and time you inform MOTI of such intention, unless such Profile has already been Deactivated due to the continued Suspension thereof for a period exceeding that set out herein.
- 5.9.2. A MOTI Suspension of your Learner Profile will end when:
 - 5.9.2.1. MOTI has investigated and found you not to be in breach of this UA.
 - 5.9.2.2. MOTI has investigated, found you to be in breach of this UA but has opted not to Terminate your Learner Profile.
 - 5.9.2.3. MOTI is reasonably assured that your continued access to and use of your Learner Profile no longer constitutes a serious risk either to yourself, any other System User, Individual, Entity, to MOTI or Sophia.
 - 5.9.2.4. MOTI is no longer legally obliged to suspend your Profile pursuant to any Cypriot Law or Cypriot Court Order.
 - 5.9.2.5. You have accepted any variation to this UA required by MOTI for the continued use of your Learner Profile.
 - 5.9.2.6. MOTI Deactivates your Learner Profile as provided for in this UA.

5.10. Effect of Suspension:

- 5.10.1. Neither you nor any other Individual or Entity (other than MOTI) will be able to access your Learner Profile, use the CPD services or Learner Profile Functionalities thereon for the period of Suspension.
- 5.10.2. License and other access permission periods relating to any CPD Services or Bundles (see below) accessible or accessed on your Learner Profile will continue to run during the period of Suspension.
- 5.10.3. Your Personal Data, other information and/or System Credits available on your Learner Profile will otherwise remain unaffected and subject to this UA.

5.11. Requested Deactivation of your Learner Profile:

You may request Deactivation of your Learner Profile in writing to MOTI, it being at liberty to request further confirmation that you are authorised to make such request or such additional information it may require for such purposes.

5.12. MOTI Deactivation of your Learner Profile:

MOTI may unilaterally, without forewarning and/or without prior Suspension, Deactivate your Learner Profile if:

- 5.12.1. Your Learner Profile has for any reason been Suspended for a continuous period of 90 Days.
- 5.12.2. In the sole opinion of MOTI, you have or intend to commit any act or omission which constitutes a gross breach of this UA.
- 5.12.3. In the sole opinion of MOTI, the existence of your Learner Profile for any reason, whether wilful or otherwise, constitutes an immediate and serious risk to yourself, any other System User, Individual, Entity, MOTI, or Sophia.
- 5.12.4. It is legally compelled to do so pursuant to Cypriot Law or order of a Cypriot Court.

5.13. Effect of Deactivation:

- 5.13.1. Access to and use of your Learner Profile will be permanently discontinued.
- 5.13.2. Any active Licenses on your Learner Profile will be terminated.
- 5.13.3. System Credits at that time available on your Learner Profile will be forfeited to MOTI.
- 5.13.4. Learning Points at that time available on your Learner Profile will be forfeited to MOTI.
- 5.13.5. Access to any Bundle on your Learner Profile will be terminated.
- 5.13.6. There shall be no right to refund or other claim whatsoever.

- 5.13.7. Any Personal Data, other than that MOTI is entitled to retain pursuant to the provision of this UA, will be permanently deleted.
- 5.13.8. Final Deactivation of your Learners Profile shall result in the termination of this UA and the contractual relation between yourself and MOTI, save only for such provisions hereof intended to survive such termination.

6. GEN: CPD SERVICES AND LEARNER PROFILE RELATED FUNCTIONALITIES

6.1. Access to and/or use of CPD Services and Learner Profile Functionalities:

Each specific CPD Service or Learner Profile Functionality is accessed and may be used for the duration of the related License issued to you, subject to your Learner Profile remaining active, payment of the related Service Fee and your continued compliance with this UA.

6.2. Addition, variation, discontinuing of CPD Services, Bundles and Learner Profile Functionalities:

Subject to this UA, MOTI reserves the right, at its sole discretion and without notice, to introduce new, vary existing or discontinue one or more CPD Service, Bundle, Learner Profile Functionality, or any part thereof.

6.3. Service Fees and Licenses:

CPD Service and Learner Profile Functionality Licenses are either free or subject to payment of a prescribed Service Fee, always expressed in System Credits (see below) for each specific CPD Service or Learner Profile Functionality, determined and varied by MOTI at its discretion. For the avoidance of doubt, a freely accessible CPD Service or Learner Profile Functionality may be expressed as having a Service Fee of ZERO System Credits.

6.4. System Credits:

- 6.4.1. Service Fees on Sophia are quoted using System Credits.
- 6.4.2. System Credits are purchased from MOTI or its Authorised Resellers and made available on your Learner Profile when you purchase them therefrom.
- 6.4.3. System Credits are expended to give you a License for and access to a specific chargeable CPD Service or Learner Profile Functionality (when those are not free). Alternatively, you may request your Linked Organisation to expend System Credits available on its Profile to issue you a License and allow you access to the same.
- 6.4.4. System Credits remain valid for use as long as your Learner Profile remains active.
- 6.4.5. System Credits are not redeemable/refundable for cash value and are not transferable to any other Profile unless otherwise agreed by MOTI at its sole discretion.
- 6.4.6. System Credits expended to get a License for and access to a specific CPD Service or Learner Profile Functionality may be refunded to you in the form of System Credits ONLY if you were the originating purchaser thereof AND if you request the refund thereof on or before the expiry of your System Credit refund option period for that CPD Service or Learner Profile Functionality (you will be alerted by the Sophia platform before expiry of this period). If you request a refund of System Credits, you will lose the related License and access to the related CPD Service or Learner Profile Functionality for which the System Credits were expended.

6.5. Purchasing of System Credits and System Credit Charges:

The System Credit Charge you pay for each System Credit is calculated and determined by MOTI at its discretion and is subject to change without notice. System Credits may be purchased using one of the following options:

- 6.5.1. By contacting the MOTI to request and make payment for the required System Credits.
- 6.5.2. By contacting an Authorised Reseller to request and make payment for the required System Credits.
- 6.5.3. By using one of the online System Credit purchasing and payment processes available on your Learner Profile, if such service is activated for your Country of Residence.
- 6.5.4. Unless otherwise permitted by MOTI or the Authorised Reseller at their sole discretion, all System Credit purchases are subject to Cash on Purchase terms.

6.6. Purchasing access to a Bundle and Bundle Charges

You may gain access to a Bundle if either you or your Linked Organisation pays to MOTI the prescribed Bundle Charge. The Bundle Charge you (or your linked Organisation) pay to allow you access to a Bundle is calculated and determined by MOTI at its discretion and is subject to change without notice. Once paid and for the validity of your Bundle access period, you will be able to access Licenses for all included CPD Services without expending any System Credits (i.e., access to those Bundles will be ZERO System Credit rated/free). Bundle Charges may be paid for using one of the following options:

- 6.6.1. By contacting the MOTI to request and make payment for the required Bundle.
- 6.6.2. By contacting an Authorised Reseller to request and make payment for the required Bundle.

- 6.6.3. By using one of the online Bundle purchasing and payment processes available on your Learner Profile, if such service is activated for your Country of Residence.
- 6.6.4. Unless otherwise permitted by MOTI or the Authorised Reseller at their sole discretion, all Bundle purchases are subject to Cash on Purchase terms.

6.7. Important – Your relationship with Authorised Resellers:

When applicable, the contractual relationship between you and an Authorised Reseller is strictly private between yourselves and limited to payment thereto of a System Credit Charge and transfer to your Learner Profile of System Credits OR payment thereto of a Bundle Charge and access to a Bundle. Accordingly, by agreeing to this UA, you hereby unconditionally and irrevocably acknowledge, understand, and agree that an Authorised Reseller is not an agent, employee, or partner of MOTI, nor is such Authorised Reseller directly or indirectly controlled by MOTI. You acknowledge, understand, and agree that your purchase from an Authorised Reseller of System Credits or Bundles does NOT in any way grant you a License for any CPD Service or Learner Profile Functionality nor does it dilute or adversely affect your contractual relationship with MOTI as herein defined and agreed.

6.8. Calculation of Learning Hours for CPD Services:

Learning Hours attributable to CPD Services are estimated either by MOTI, the developing Trainer or Sophia's proprietary and confidential algorithm which is based on globally accepted parameters and equally applied to all Learners. Dependent on your own personal speed/style of reading and/or learning, your completion of a CPD Service may require more or less time than the Learning Hours estimated using either of the above methods.

7. LEARNER PROFILE RELATED FUNCTIONALITIES

7.1. License to use Learner Profile related functionalities:

Subject to this UA and, where applicable, payment of the prescribed Service Fees, MOTI grants you a limited, personal, non-exclusive, non-transferable, and revocable License to access and use Learner Profile Functionalities available on your Learner Profile for your personal, non-commercial use. Granting to you of a License and/or use of the related Learner Profile Functionalities does not give you ownership of or any ownership rights in respect thereof and such access/use may be wholly or partially restricted or discontinued by MOTI at its discretion.

7.2. Introduction to Learner Profile related functionalities:

Learner Profile Functionalities primarily, but not exhaustively, consist of the following sub-categories of services:

- 7.2.1. 'Profile Management Tools': Tools that allow you to customize and manage access to and use of your Learner Profile (including changing of your Username and Password).
- 7.2.2. 'Needs Analysis Tools': Tools that allow you to confidentially identify your 'Job Role', characteristics thereunder personally relevant to you and to measure your competency level for each; Sophia using the information you provide to recommend a prioritized learning journey of CPD Services personally relevant to you.
- 7.2.3. 'Profile Linking Tools': Tools that allow you to link your Learner Profile with one Organisation Profile at a time.
- 7.2.4. 'Profile Noticeboard': A Noticeboard accessible through your Learner Profile Dashboard on which you can view notices posted by MOTI, automated notices posted by Sophia and notices posted by an Organisation to which you are Linked.
- 7.2.5. 'Organisation Forums': Asynchronous Forums private to Organisations on Sophia, accessible when you Link your Learner Profile to that of the relevant Organisation.
- 7.2.6. 'Course Forum': Asynchronous Forums associated with and specific to a particular Self-Paced Course, accessible during the validity of your License for that Course.
- 7.2.7. 'Profile Financial Tools': Tools that allow you to purchase System Credits, make payment of System Credit Charges, Bundle Charges, and view transactions relating to your expensing of System Credits (Service Fees) on your Learner Profile.
- 7.2.8. 'Learning Points': Points awarded to you for Self-Paced Courses purchased, the number awarded for each Self-Paced Course determined by MOTI at its sole discretion.

7.3. Profile Management Tools:

The personal and professional information you provide directly impacts your effective, tax and legal compliant use of your Learner Profile, the CPD Services and Learning Profile Functionalities available thereon. Without derogating from the generality of this provision, the below personal and professional Information and the application thereof is of particular importance:

- 7.3.1. Your identified address and Country of Residence will be treated by MOTI as the country in which you are domiciled for tax purposes; VAT, other taxes and any Statutory deductions or payments related to

your purchase of System Credits (System Credit Charges) or Bundle access (Bundle Charges) being calculated and charged to you on that basis.

7.3.2. The Job Role you have identified on your Profile at any given time will be used by Sophia to automate recommendation/access to CPD Services and Learner Profile Functionalities relevant to you.

7.3.3. Your identified Country of Residence and Countries of Interest will be used by Sophia to automate access to various CPD Services and Learner Profile related functionalities relevant to you.

7.4. **Needs Analysis Tool:**

The Needs Analysis tool relies exclusively on the amount and accuracy of information you provide, all of which is subject to this UA. Importantly, the Needs Analysis tool relies on the use of an algorithm which provides one, but not the only, possible recommended learning journey. Accordingly, MOTI makes no representation or commitment that the learning journey recommended by Sophia will in all cases accurately identify or address your CPD needs, and reliance thereon should be purely for reference and recommendation purposes. The Needs Analysis tool should in no way be construed or used as a comprehensive alternative to a professional learning and development assessment undertaken by a competent professional in that field.

7.5. **Profile Linking Tools:**

Your Learner Profile may be linked to one Organisation Profile at a time. Linking your Profile with that of an Organisation activates various CPD Service and Learner Profile Functionalities which, by Linking, you unconditionally accept (please contact MOTI if you want to learn more about Linking and Unlinking). Your Learner Profile may be linked to that of an Organisation (and unlinked therefrom) in any of the following ways:

7.5.1. 'Learner managed Linking and Unlinking': Linking your Profile with that of an Organisation's may be initiated either by yourself or by an Organisation; both parties being required to consent. Conversely, you may unilaterally Unlink your Learner Profile from that of an Organisation's by simply following the prescribed process on Sophia.

7.5.2. Assisted Linking: You (or an Organisation) may request that your respective Profiles be linked by MOTI as part of the Assisted Sign-Up process for your Learner Profile (see above). In such cases, you agree that the linking of your Learner Profile will be treated as having been fully authorised and accepted by yourself. You may at any time choose to unlink your Profile from that Organisation, should you so choose.

7.5.3. Important: You understand, acknowledge, and agree that linking your Learner Profile to an Organisation Profile activates various CPD Service and Learner Profile Functionalities between those Profiles, including without limitation granting the Organisation access to monitor various activities and Personal Data on your Learner Profile. You hereby indemnify and hold MOTI harmless against any use of your Personal Data or activity on Sophia by your linked Organisation.

7.6. **Profile Noticeboard:**

Notices are posted on your Learner Profile Noticeboard by:

7.6.1. Sophia or MOTI: you will view and have access to all Sophia automated posts or those posted by MOTI.

7.6.2. Linked Organisations: you will view and have access to posts loaded to your Noticeboard by an Organisation to whom you are Linked.

7.6.3. Important: MOTI does not pre-approve or continuously monitor Noticeboard Notices posted by Organisations and bears no responsibility for the content of such posts. Notwithstanding the above, you are at liberty to report to MOTI any Noticeboard content you deem to be harmful or inappropriate and MOTI, at its discretion and in accordance with this UA, may take the necessary action in respect thereof.

7.7. **Organisation Forums:**

7.7.1. You are automatically added to an Organisation Forum associated with, personal to and administered by an Organisation to whom you are Linked; you do not have the option to 'opt out' of such Forum. Subject to this UA, an Organisation is otherwise at liberty to administer, set and vary reasonable rules of conduct and content in their respective Forums which you are deemed to unconditionally accept when Linking your Learner Profile with that Organisation (please contact your Linked Organisation directly as regards their Forum's rules of conduct and content). Notwithstanding the above, you are at liberty to report to MOTI any Organisation Forum content you deem to be harmful or inappropriate and MOTI, at its discretion and in accordance with this UA, may take the necessary action in respect thereof.

7.7.2. Unlinking from your Organisation automatically removes your access to and ability to participate in the Organisation's Forum but will not delete any Learner Content you posted therein.

7.8. **Course Forums:**

7.8.1. When you access a Self-Paced Course, you are automatically added to its related Course Forum; you do not have the option to 'opt out' of such Forum. Course Forums are always specific to a Self-Paced Course. Your access to a Course Forum terminates immediately your License for the related Self-Paced Course expires or is terminated but will not delete any content you posted therein.

- 7.8.2. Participants in a Course Forum include all other Learners with an active License for the related Self-Paced Course, the Trainer who developed the Self-Paced Course and MOTI.
- 7.8.3. MOTI does not pre-approve or continuously monitor Course Forum content posted by you, other Learners or the related Trainer and bears no responsibility for the content of such posts. Notwithstanding the above, you are at liberty to report to MOTI any Course Forum content you deem to be harmful or inappropriate and MOTI, at its discretion and in accordance with this UA, may take the necessary action in respect thereof.
- 7.8.4. For the avoidance of doubt, neither MOTI nor the related Trainer make any commitment as to the level, speed, or completeness of their engagement in a Course Forum and the partial or total lack of engagement by either Party therein shall not entitle you to any refund or other claim whatsoever in respect of the Self-Paced Course to which the Forum relates.

7.9. **Profile Financial Tools:**

Sophia interfaces and utilizes the services of Approved Systems to process payments for System Credit Charges or Bundle Charges by Credit or Debit Card and by using the services thereof, you hereby acknowledge and agree to the terms and conditions pertaining to the use of such Systems. Additional Profile Financial Tools allow you to track and view purchase and expensing histories of System Credits to and from your Learner Profile (including ZERO rated services accessed).

7.10. **Learning Points and Rewards:**

- 7.10.1. Learning Points are awarded immediately upon purchase of a Self-Paced Course.
- 7.10.2. MOTI reserves the right to from time to time vary the number of Learning Points awarded for each Self-Paced Course purchased.
- 7.10.3. Learning Points accumulated may be wholly or partially redeemed for vouchers which can be used to access Rewards from time to time offered by MOTI or MOTI authorised third parties.
- 7.10.4. Learning Points cannot be redeemed if your Learner Profile is suspended or deactivated.
- 7.10.5. All Learning Points accumulated but not redeemed will be forfeited and deleted if your Learner Profile is for any reason deactivated without any liability to MOTI and with no right to refund or other claim by you in respect thereof.
- 7.10.6. MOTI does not guarantee the continuous availability, or the nature of Rewards offered on your Learner Profile and all available Rewards are subject to the terms and conditions of redemption/use stipulated by the awarding party.

8. **CPD SERVICES**

8.1. **CPD Service Categories:**

The following CPD Service categories are available on your Learner Profile:

- 8.1.1. Self-Paced Courses: Short 1.5-3 Hour self-paced, multi-media, CPD Courses, often (but not always) value added with related multiple-choice tests and additional reading or practical application Resources. Self-Paced Courses (and when applicable related multiple-choice tests) may be 'Bundled' in the manner and conditions herein defined.
- 8.1.2. Resources: Short downloadable resources, either linked to a Self-Paced Course or independently loaded as additional learning or to assist Learners in practical application of key CPD skills relevant to the Target Industry.

8.2. **The role of Trainers and MOTI in developing and delivering Learning Services:**

Trainers create and publish all CPD Services on Sophia, always retaining absolute control and responsibility of the Intellectual Property therein. MOTI in turn provides the technology, marketing/sales support, administrative, invoicing and payment processing functions, services, and platforms necessary for Trainers to do so.

8.3. **Trainer status:**

Trainers are not employees or agents of MOTI, but independent third-party suppliers contracting with MOTI for the purposes immediately above stated. Trainers are not authorised to represent or in any way bind MOTI.

8.4. **Trainer authorisation and management:**

Whilst MOTI takes reasonable measures to ensure that authorised Trainers on Sophia are subject matter experts in their respective fields and that their activity and Learning Services on Sophia meet the MOTI Quality Control Policies, there may be instances where Trainers and/or the Learning Services they create, deliver and/or moderate are subsequently found not to meet those expected standards. In such instances, MOTI reserves the right, at its discretion, to cancel, suspend, interrupt, unpublish or reschedule any applicable CPD Service and/or to Suspend or Deactivate a Trainer's Profile.

8.5. MOTI scope of responsibility and limitation of liability for CPD Services on Sophia:

- 8.5.1. Subject to the provisions of this UA and to the maximum extent permissible by Law, MOTI's liability is limited to it facilitating your access to and use of CPD Services developed, moderated and/or delivered by Trainers authorised on Sophia. As already above stated, the Intellectual Property related to such CPD Services is always controlled by the identified Trainer and MOTI cannot and does not direct, influence, review, endorse or approve the CPD Services they develop, publish, moderate, or deliver on Sophia.
- 8.5.2. You are further put on notice that by accessing the CPD Services you may be exposed to content that you personally consider offensive, indecent, or objectionable. For the avoidance of doubt, MOTI shall be in no way liable to any such exposure.
- 8.5.3. MOTI will not under any circumstances be liable to you or any other person for any direct or indirect loss or damage, including without limitation loss of use, loss of production, loss of income or profits (anticipated or otherwise), loss of markets, economic loss, special, incidental, indirect or consequential loss or damage or exemplary or punitive damages, whether in contract, tort, negligence, strict liability, or under any other theory of law or equity, arising from, connected with, or relating to the access to and use of the CPD Services by yourself or any other person, and regardless of any negligence by MOTI, its affiliates or any Trainer.

8.6. Licenses:

Trainers authorise MOTI to grant Licenses for you to access, use and/or participation in the CPD Services they develop. Whilst MOTI is the Licensor on record, control of the Intellectual Property in all CPD Services always remains with the Trainer and the liability of MOTI is limited in the manner already aforesaid.

8.7. Issuance of Licenses:

Licenses are issued by MOTI to you on a per CPD Service basis; a separate License being granted to you for each CPD Service you access, use and/or participate in. Licenses are issued both for CPD Services that are free and for those subject to a Service Fee. For the avoidance of doubt, your being granted access to a Bundle does not automatically confer to you any Licenses for the CPD Services therein but only allows you free access to those Licenses should you choose to activate them (i.e., you must still select and start each desired CPD Service to get the License).

8.8. Nature of and general terms relating to all Licenses:

All Licenses are limited, personal, non-exclusive, non-transferable, non-commercial, and revocable, the duration and terms applicable to each CPD Service category being as more particularly set out below. You may not loan, share, allow access to, transfer or bequeath any of your rights or obligations under a License to any other Individual or Entity, (including System Users) or Unauthorised System without the express written permission of MOTI.

8.9. License validity periods:

Unless otherwise specified by MOTI at its discretion, the validity period of a License for each CPD Service (unless terminated prior to that date in accordance with the provisions hereof) shall be as follows:

- 8.9.1 Self-Paced Courses and related multiple-choice tests: As defined by MOTI for each CPD Service. When not defined, the License shall be for 365 days from the date a License is issued and access permission granted.
- 8.9.2 Resources: As defined by MOTI for each CPD Service. When not defined, the License shall be for 365 days from the date a License is issued and access permission granted.

8.10. Award of CPD Points:

Unless otherwise explicitly stated by MOTI or accepted by one or more Regulatory Licensing Authority, the undertaking and completion of a Self-Paced Course does not confer to you any CPD Points. Where CPD Points do apply for Self-Paced Courses, their award is subject to you completing the Self-Paced Course then undertaking and passing the related multiple-choice test.

8.11. No obligation to accredit for CPD Points:

Neither MOTI nor the Trainers on Sophia are under any obligation to have any CPD Services recognized by any Regulatory Licensing Authority for CPD Point purposes. It is your responsibility to check what, if any, CPD Points are available for a Self-Paced Course.

8.12. Provisions specifically applicable to Self-Paced Courses:

The following provisions specifically apply to Self-Paced Courses and should be read together with the other applicable provisions of this UA:

- 8.12.1. Self-Paced Courses may only be accessed and used through your Learner Profile. You may not download, reproduce, redistribute, transmit, assign, sell, broadcast, rent, share, lend, modify, adapt, edit, create

derivative works of, sublicense or otherwise transfer use of any Self-Paced Course or part thereof without the prior written permission of MOTI.

- 8.12.2. Trainers may, at their discretion and without notice, periodically update or otherwise alter the content of a Self-Paced Course for which you already have an active License; all such updates and alterations being automatically added thereto.
- 8.12.3. Completion of a Course results in the award of a Certificate (stored to and downloadable from your Profile CV) that indicates your self-declared completion thereof but does not confer any CPD Points, if available.
- 8.12.4. Upon expiry or other termination of a License for a Self-Paced Course, you will no longer have access thereto but the notes you made will be automatically downloaded and emailed to the address indicated as being your Username.
- 8.12.5. Importantly, you are subject to a personal and professional honour code that you have sufficiently read through and understood Self-Paced Courses you self-declare as completed.

8.13. **Provisions specifically applicable to multiple choice tests:**

The following provisions specifically apply to multiple choice tests and should be read together with the other applicable provisions of this UA:

- 8.13.1. You can only search for, and access multiple choice tests related to Self-Paced Courses for which you have an active License and which you have completed.
- 8.13.2. Multiple choice tests may only be accessed and used through your Learner Profile. You may not download, reproduce, redistribute, transmit, assign, sell, broadcast, rent, share, lend, modify, adapt, edit, create derivative works of, sublicense or otherwise transfer use of any test or part thereof without the prior written permission of MOTI.
- 8.13.3. Completion and passing of a multiple-choice test will result in the award of a Sophia verified Certificate to that effect and the awarding to you of any CPD Points associated with the Self-Paced Course to which the test relates (stored to and downloadable from your Profile CV).
- 8.13.4. Importantly, you are subject to a personal and professional honour code that you shall complete the Test without help from any other person, without reference to any external aides/resources (other than those specified by the Trainer) and that you shall not seek to discover information related to the Test prior to the undertaking thereof.

8.14. **Provisions specifically applicable to Resources:**

The following provisions specifically apply to Resources and should be read together with the other applicable provisions of this UA:

- 8.14.1. Resources may only be accessed and used through your Learner Profile. You may not download, reproduce, redistribute, transmit, assign, sell, broadcast, rent, share, lend, modify, adapt, edit, create derivative works of, sublicense or otherwise transfer use of any Resource or part thereof without the prior written permission of MOTI.
- 8.14.2. Accessing a Resource does not result in the award of any Learning Points, nor does it result in the award of any Certificate.

8.15. **Sophia Certificates:**

Sophia Certificates are intended to document your self-declared or system verified participation in and completion of a Self-Paced Course and, if applicable, related Multiple-Choice Test on Sophia, further indicating the award to you of any CPD Points, when applicable. Acceptance of your documented achievements on such Certificate is not guaranteed and is dependent on the acceptance thereof by the Individual or Entity you present it to. Sophia Certificates do not confer any academic qualifications, the awards thereon subject to this UA.

8.16. **Verification of Sophia Certificates:**

Sophia Certificates may, subject to a prescribed fee, be certified by MOTI as an authentic record of your achievements on Sophia (contact MOTI for this service).

9. **DATA**

9.1. **Data Collection and storage:**

MOTI collects, stores, and uses System User data on an on-going basis and in strict accordance with the MOTI Privacy Policy. MOTI reserves the right to in the future commercialize such data, subject to it being anonymised and always subject to the provisions of the MOTI Privacy Policy.

9.2. **Linked Organisation right to Personal Data and activity on your Learner Profile**

The Linking of your Learner Profile to an Organisation Profile authorises the MOTI out of system and in-system automated release to that Organisation of the following data:

- 9.2.1. Your Username.
- 9.2.2. Your First and Last name.
- 9.2.3. Your Job Role.
- 9.2.4. Your engagement with CPD Services for which the related Service Fee was wholly or partially settled by your Linked Organisation (including free CPD Services accessed by you because of your Linked Organisation financing access to a Bundle). For the avoidance of doubt, engagement data includes but is not limited to the related Self-Paced Courses (and related multiple-choice tests and Resources) accessed, your completion percentage, the results of your multiple-choice test and your feedback.
- 9.2.5. Any other Personal Data which you in any way authorise your Organisation to access.

9.3. **Sponsors right to Personal Data and activity on your Learner Profile:**

By activating any CPD Service License whose related Service Fee was wholly, partially, directly, or indirectly settled by a Sponsor, authorises the MOTI out of system release to that Sponsor of the following data:

- 9.3.1. Your Username.
- 9.3.2. Your First and Last Name.
- 9.3.3. Your engagement with related CPD Services. For the avoidance of doubt, engagement data includes but is not limited to the related Self-Paced Courses (and related multiple-choice tests and Resources) accessed, your completion percentage, the results of your multiple-choice test and your feedback.
- 9.3.4. Any other Personal Data which you in any way authorise the Sponsor to access.

10. **MOTI RIGHTS**

10.1. **MOTI rights to Learner Content:**

You hereby grant MOTI a worldwide, non-exclusive, royalty free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display, and distribute any content you post on Sophia.

10.2. **MOTI ownership rights:**

All rights, titles and interests in Sophia (including but not limited to the source code thereof), CPD Services, Learner Profile Functionalities, related Websites, APIs, databases and any content thereon created by MOTI remains the absolute property thereof and you may not access, download, use, reproduce, redistribute, transmit, assign, sell, broadcast, rent, share, lend, modify, adapt, edit, create derivative works of, sublicense or otherwise transfer use of any part thereof without the prior written permission of MOTI.

10.3. **MOTI right to investigate and act for breach:**

MOTI retains the right, at its discretion, to investigate any suspected or reported breach of this UA by any System User and to take such action as it deems appropriate to remedy or prevent the continued violation thereof. For the avoidance of doubt, the decision of MOTI in each case and its resultant actions are final, not subject to appeal or review, all such rights being waived by you herein. MOTI is further entitled, at its discretion, to conduct each investigation and determine the resultant action (if any) on a case-by-case basis and shall not be obligated by any precedent action similar thereto. MOTI is under no obligation to provide reasons for an investigation or actions taken, nor is it required to give forewarning or notice to any System User being investigated.

11. **IMPORTANT LEGAL AND MISCELLANEOUS PROVISIONS**

11.1. **Contacting MOTI**

You may contact MOTI between 08:00 and 18:00 Cyprus time by:

- 11.1.1. Email: websupport@mysophia.eu
- 11.1.2. Telephone: +357-22-040220
- 11.1.3. Post or Physical: Diagoras House, 16 Panteli Katelari Street, 1306, Nicosia, Cyprus

11.2. **Compliance with local/national Laws or Regulations**

You must not create a Learner Profile if by doing so you contravene any applicable local/national Laws in your identified Country of Residence. Similarly, you must not use your Learner Profile, any CPD Service or Learner Profile Functionality in any way or for any purpose unlawful thereunder. You are solely responsible to have knowledge of and comply with such Laws. For the avoidance of doubt, MOTI is under no obligation to investigate or act for any breach of the Laws in your Country of Residence if the same does not amount to a breach of the Laws of the Republic of Cyprus.

11.3. Primary Language

English is the primary language of this UA, of MOTI and of Sophia. The use of any other language is purely for your convenience, and, in the event of conflict, the English versions shall take precedence.

11.4. Disclaimers

Without derogating from any other provision in this UA, your use of Sophia and the Sophia Services are provided on an 'as is' and 'as available' basis. MOTI (including its employees, affiliates, suppliers, partners, and agents) makes no representation or warranties as to the suitability, reliability, availability, timeliness, security, lack of errors or accuracy of the Sophia functionalities and/or Sophia Services and expressly disclaim any warranties or conditions (expressed or implied), including implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. MOTI (including its employees, affiliates, suppliers, partners, and agents) make no warranty that you will obtain specific results from use of Sophia and/or the Sophia Services. Your use of Sophia and/or the Sophia Services is entirely at your discretion and at your sole risk.

11.5. Limitation of Liability

To the maximum effect permitted by Law, MOTI (its group companies, Directors, Shareholders, employees, suppliers, partners, and agents) will not be liable for any indirect, incidental, punitive, or consequential damages (including loss of data, revenue, profits, business opportunities, personal injury, or death), whether arising in contract, warranty, tort, product liability or otherwise. It is hereby unconditionally and irrevocably agreed that MOTI's liability to you or any third parties ordered pursuant to any litigation or as acknowledged by MOTI in writing is, under any circumstances, limited to the lesser of €200 (Euro Two Hundred) or the amount you have paid to MOTI in the 90 (Ninety) Calendar Days preceding the date of the event giving rise to your Claim.

11.6. Binding Contract

Your acceptance of this UA in the Sign-Up process automatically creates a binding and personal Contract between yourself and MOTI. Similarly, your acceptance of any amendment of this UA automatically indicates your agreement to be bound by the revised terms thereof.

11.7. Entire Agreement

This UA incorporates the entire agreement between yourself and MOTI. No alteration, cancellation or amendment thereof shall be of any force or effect unless varied and accepted in the manner herein set out. Both you and MOTI acknowledge that there are no other representations, warranties, understandings, or terms other than those herein set out.

11.8. Assignment

You may not assign, in any way transfer or encumber your rights and obligations under this UA to any other Individual or Organization without the prior written approval of MOTI, granted at its discretion. Subject only to the provisions of the MOTI Privacy Policy herein, MOTI may assign, transfer, or encumber any of its rights and obligations under this UA to any other Individual or Organization without prior notice or need to give notice.

11.9. Severability

If any provision of this UA shall be invalid, illegal, or unenforceable under Cypriot Law, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

11.10. Relaxation or indulgence

Any relaxation or indulgence which MOTI may, at its sole discretion, show you shall not in any way prejudice its rights or alter your obligations under this UA.

11.11. No Class Actions

It is expressly agreed that any legal action taken by either yourself and MOTI may only be so done on an individual basis and that any form of Class Action is expressly precluded to the maximum extent permitted by Law.

11.12. Governing Law and Jurisdiction

This UA shall be exclusively governed by and interpreted in accordance with the Laws of the Republic of Cyprus, any dispute arising between yourself, and MOTI not amicably resolved being brought before and determined by a competent Court of the Republic of Cyprus, such Court having exclusive jurisdiction as regards any dispute howsoever arising between the Parties.

11.13. Interpretation

- 11.13.1. The head notes to the Clauses of this UA are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.
- 11.13.2. Reference to a statutory provision include any subordinate legislation from time to time made under that provision.
- 11.13.3. If a definition imposes substantive rights and obligations on a Party, such rights and obligations apply throughout this Lease unless otherwise stated or inconsistent with the content in which it appears.
- 11.13.4. The rule of construction that if general words or terms are used in association with specific words or terms which are a species of a particular genus or class, the meaning of the general words or terms shall be restricted to that same class i.e., the eiusdem generis rule shall not apply, and whenever the word 'including' is used followed by specific examples, such examples shall not be interpreted so as to limit the meaning of any word or term to the same genus or class as the examples given.
- 11.13.5. The rule of interpretation that an agreement will be interpreted against the Party responsible for the drafting thereof and similar rules of interpretation shall not apply to this UA and you specifically waive any right to rely on such rules.
- 11.13.6. Any provisions of this UA that contemplate performance or observance after the termination hereof shall survive the termination of this UA and continue in full force and effect.

Important Note: This MOTI Privacy Policy forms an integral part of and should be read together with the Learner Profile User Agreement (UA).

1. INTRODUCTION TO THE MOTI PRIVACY POLICY

- 1.1 Sophia is owned, supported, commercialised, and administered by MOTI and is the controller of Personal Data obtained via the use thereof; meaning MOTI is legally responsible for deciding how and for what purposes your Personal Data is used.
- 1.2 Please read this MOTI Privacy Policy carefully as it contains important information on who MOTI is, how and why it collects, stores, uses and shares any information relating to you (your **Personal Data**) in connection with your use of Sophia. It also explains your rights in relation to your Personal Data and how to contact MOTI or a relevant GDPR Regulator in the event that you have a complaint.
- 1.3 MOTI collects and uses Personal Data about you. When MOTI does so, it is subject to the EU General Data Protection Regulation (**EU GDPR**) in relation to the Sophia Services it offers to Individuals and to its wider operations in the European Economic Area (**EEA**).
- 1.4 Given the nature of Sophia, MOTI does not expect to collect the Personal Data of anyone under 18 years old. If you are aware that any Personal Data of anyone under 18 years old has been shared on Sophia, immediately contact MOTI so that the Personal Data can be deleted.

2. ARRANGEMENT OF THE MOTI PRIVACY POLICY

This MOTI Privacy Policy is divided into the following sections:

- 2.1 What this Policy applies to.
- 2.2 Personal Data MOTI collects about you.
- 2.3 How your Personal Data is collected.
- 2.4 How and why MOTI uses your Personal Data.
- 2.5 Marketing.
- 2.6 With whom MOTI shares your Personal Data.
- 2.7 How long your Personal Data will be kept.
- 2.8 Transferring your Personal Data out of Cyprus and EEA.
- 2.9 Cookies and other tracking technologies.
- 2.10 Your rights.
- 2.11 Keeping your Personal Data secure.
- 2.12 How to complain.
- 2.13 Changes to this privacy policy.
- 2.14 How to contact MOTI.

3. WHAT THIS POLICY APPLIES TO

- 3.1 This MOTI Privacy Policy relates to your use of Sophia only.
- 3.2 Sophia may interface or be used together with other third party Approved Systems owned and operated by certain trusted Individuals and Organizations to facilitate the creation of your Learner Profile, the subsequent management thereof, the delivery of the Sophia Services to you, the payment of prescribed Service Fees, the managing (invoicing, receipting, recording) financial transactions related to your use of Sophia and to maximize your effective use thereof.

Such Approved Systems may also gather information about you in accordance with their own separate privacy policies. For privacy information relating to those Approved Systems, please consult their privacy policies as appropriate or request a copy of the same from MOTI.

4. PERSONAL DATA MOTI COLLECTS ABOUT YOU

- 4.1 The Personal Data MOTI collects about you depends on the particular activities carried out on Sophia. If you do not provide Personal Data asked for where it is required, it may prevent MOTI/Sophia from providing the Sophia services to you, may result in the sub-standard delivery thereof or may otherwise adversely affect the effective use of your Learner Profile on Sophia.
- 4.2 MOTI collects and uses this Personal Data for the purposes described in the section '**How and why we use your Personal Data**' below.
- 4.3 MOTI will collect and use the following Personal Data about you:
 - 4.3.1 Your name, address, Country of Residence and contact information, including email address and telephone number.
 - 4.3.2 Information to check and verify your identity, e.g., date of birth
 - 4.3.3 The name of your Linked Organisation.
 - 4.3.4 The name of any Individuals or Entities in the Target Industry in whom you are interested or affiliated to.
 - 4.3.5 Countries, other than your Country of Residence, in which you are interested.
 - 4.3.6 Your Job Role, characteristics thereunder relevant to your professional life and your self-evaluated competency level for each.
 - 4.3.7 Your gender if you choose to give this to MOTI.
 - 4.3.8 Your location data if you choose to give this to MOTI.
 - 4.3.9 Your billing information, transaction and payment card or other payment method information.
 - 4.3.10 Your bank account and payment details.
 - 4.3.11 Details of any information, feedback, or other matters you give MOTI by phone, email, post or via social media.
 - 4.3.12 Your account details, such as username and login details.
 - 4.3.13 Your activities on, and use of, Sophia.
 - 4.3.14 Your personal or professional interests.
 - 4.3.15 Your professional online presence, e.g., LinkedIn profile.
 - 4.3.16 Information about the services MOTI provides to you.
 - 4.3.17 Your contact history, purchase history and saved items.
 - 4.3.18 Information about how you use Sophia and technology systems.
 - 4.3.19 Your responses to surveys, competitions, and promotions.

5. HOW YOUR PERSONAL DATA IS COLLECTED

- 5.1 MOTI collects Personal Data from you directly, when you enter or send MOTI information, such as when you create (or have created for you) or use your Learner profile on Sophia or when you use any of our third party Approved Systems, when you send MOTI feedback, purchase, and use Sophia Services, post Learner Content to Sophia,

redeem Rewards on Sophia and complete customer surveys or participate in competitions via or related to Sophia, and

5.2 MOTI collects Personal Data from you indirectly, such as your browsing activity while on Sophia; MOTI will usually collect information indirectly using the technologies explain in the section on ‘**Cookies and other tracking technologies**’ below.

6. HOW AND WHY MOTI USES YOUR PERSONAL DATA

6.1 Under data protection Law, MOTI can only use your Personal Data if it has a proper reason, e.g., where you have given consent, if necessary to ensure MOTI compliance with Legal and regulatory obligations, if necessary for the performance of a contract with you or to take steps at your request before entering a contract and/or for MOTI's legitimate interests or those of a third party.

6.2 A legitimate interest is when MOTI has a business or commercial reason to use your information, so long as this is not overridden by your own rights and interests. MOTI will carry out an assessment when relying on legitimate interests, to balance its interests against your own. You can obtain details of this assessment by contacting us (see ‘**How to contact us**’ below).

6.3 The table below explains what MOTI uses your Personal Data for and why.

What MOTI can use your Personal Data for	MOTI's reasons
To create and manage your Learner Profile on Sophia	<p>For its legitimate interests or those of a third party i.e., to facilitate the creation and securing of your Learner Profile so that you can safely and efficiently access Sophia Services.</p> <p>AND/OR</p> <p>To perform its Contract with you or to take steps at your request before entering into such Contract.</p>
To facilitate your access to and use of the System Services, Learning Services and Networking Services on Sophia	To perform its Contract with you.
<p>To facilitate delivery of the Data Services offered on or resulting from Sophia.</p> <p>In such cases, your Personal Data will be anonymised wherever possible and only shared where necessary or consented to.</p>	<p>To perform its Contract with you.</p> <p>AND/OR</p> <p>For its legitimate interests or those of a third party i.e., to offer and commercialize anonymised Data Services generated through the use of Sophia.</p>
Conducting checks to identify you and verify your identity or to help prevent and detect fraud against you or MOTI.	<p>To comply with any applicable Law.</p> <p>AND/OR</p> <p>For its legitimate interests or those of a third party i.e., to minimise fraud that could be damaging for you and/or MOTI.</p>
To enforce Legal rights or defend or undertake legal proceedings.	<p>Depending on the circumstances:</p> <p>To comply with any applicable Law.</p> <p>AND/OR</p>

What MOTI can use your Personal Data for	MOTI's reasons
	For its legitimate interests or those of a third party, i.e., to protect its business, interests, and rights or those of others.
To customise Sophia, your Learner Profile and its content to your preferences and needs based on a record of your selected preferences or on your use of Sophia.	<p>Depending on the circumstances:</p> <p>Your consent as gathered e.g., by you providing Personal Data on your Learner Profile, by your use of the Need Analysis Tool or Search functionalities thereon; see 'Cookies and other tracking technologies' below.</p> <p>AND/OR</p> <p>Where MOTI is not required to obtain your consent and does not do so, for its legitimate interests or those of a third party i.e., to be as efficient as it can be to deliver the best service to you at the best price.</p>
Retaining and evaluating information on your recent visits to Sophia and how you move around different sections thereof for analytical purposes. This helps MOTI to understand how people use Sophia so that it can make it more intuitive or to check that Sophia is working as intended.	<p>Depending on the circumstances:</p> <p>Your consent as gathered e.g. by your acceptance of MOTI Cookies or other use tracking tools —see 'Cookies and other tracking technologies' below.</p> <p>AND/OR</p> <p>Where MOTI is not required to obtain your consent and does not do so, for its legitimate interests or those of a third party, i.e., to be as efficient as it can be to deliver the best service to you at the best price.</p>
Communications with you not related to marketing, including but not limited to changes to MOTI's UA, changes to the Sophia Services or other important notices.	<p>Depending on the circumstances:</p> <p>To comply with any applicable Law.</p> <p>AND/OR</p> <p>In other cases, for its legitimate interests or those of a third party i.e., to be as efficient as it can be to deliver the best service to you at the best price.</p>
Protecting the security of systems and data.	<p>To comply with any applicable Law.</p> <p>AND/OR</p> <p>To ensure the security of systems and data to a standard that goes beyond its legal obligations, and in those cases, MOTI's reasons are for its legitimate interests or those of a third party i.e., to protect systems and data and to prevent and detect</p>

What MOTI can use your Personal Data for	MOTI's reasons
	criminal activity that could be damaging for you and/or MOTI.
Statistical analysis to help MOTI manage its business e.g., in relation to its financial performance, customer base, product range or other efficiency measures.	For its legitimate interests or those of a third party i.e., to be as efficient as it can be to deliver the best service to you at the best price.
Updating and enhancing customer records.	<p>Depending on the circumstances:</p> <p>To perform its Contract with you or to take steps at your request before entering such Contract.</p> <p>AND/OR</p> <p>To comply with any applicable Law.</p> <p>OR</p> <p>Where neither of the above apply, for its legitimate interests or those of a third party e.g., making sure that MOTI can keep in touch for the purposes of its Contract with you.</p>
Disclosures and other activities necessary to comply with Legal and Regulatory obligations that apply to its business e.g., to record and demonstrate evidence of your consents where relevant.	To comply with any applicable Law.
Marketing its services to existing and former customers.	<p>For its legitimate interests or those of a third party i.e., to promote its business to existing and former customers.</p> <p>See 'Marketing' below for further information.</p>
External audits and quality checks e.g., for the audit of MOTI, Sophia and Sophia Services.	For its legitimate interests or those of a third party i.e., to maintain its accreditations so that it can demonstrate that it operates at the highest standards.
<p>To share your Personal Data with members of MOTI and Third Parties in connection with a significant corporate transaction or restructuring, including a merger, acquisition, asset sale, initial public offering or in the event of MOTI's insolvency.</p> <p>In such cases information will be anonymised where possible and only shared where necessary.</p>	<p>Depending on the circumstances:</p> <p>To comply with our legal and regulatory obligations.</p> <p>AND/OR</p> <p>In other cases, for its legitimate interests or those of a third party i.e., to protect, realise or grow the value in our business and assets.</p>

6.4 See '**Who we share your Personal Data with**' for further information on the steps we will take to protect your Personal Data where we need to share it with others.

7. **MARKETING**

- 7.1 MOTI may use your Personal Data to send you updates (within your Learner Profile on Sophia, by email, text message, telephone, or post) about the Sophia Services or Rewards available through your use thereof, including exclusive offers, promotions, or new products AND/OR services.
- 7.2 We have a legitimate interest in using your Personal Data for marketing purposes (see above '**How and why we use your Personal Data**'). This means we do not usually need your consent to send you marketing information. However, where consent is needed, we will ask for this separately and clearly.
- 7.3 You have the right to opt out of receiving marketing communications at any time by contacting MOTI or following the prescribed procedures within Sophia to manage marketing content visible to you.
- 7.4 We may ask you to confirm or update your marketing preferences on your Learner Profile in Sophia if you ask us to provide further marketing content in the future, or if there are changes in the law, regulation, or the structure of our business.
- 7.5 We will always treat your Personal Data with the utmost respect and shall use it strictly in accordance with the UA agreed between yourself and MOTI.
- 7.6 For more information on your right to object at any time to your Personal Data being used for marketing purposes, see '**Your rights**' below.

8. **WHO MOTI SHARES YOUR PERSONAL DATA WITH**

- 8.1 MOTI routinely shares Personal Data with:
 - 8.1.1 Third Parties used to help develop, facilitate access to and deliver Sophia Services to you e.g., Trainers on Sophia, third-party Approved System providers (including but not limited to accounting systems, payment service systems), Sponsors, Reward partners etc.
 - 8.1.2 Other third parties used to help MOTI run its business, support your use of Sophia and the Sophia Services e.g., advertising agencies, Sophia Hosting Partners, Sophia Agents, Sophia Consultants, and website analytics providers.
 - 8.1.3 MOTI Banking, Investment and Funding partners.
 - 8.1.4 MOTI Employees (full and part time), Directors and Shareholders where it is necessary for them to have access to your Personal Data for the purposes of MOTI's legitimate interests and performance of its Contract with you.
- 8.2 MOTI only allows those Individuals and Entities to handle your Personal Data if it is satisfied that they take appropriate measures to protect your Personal Data. MOTI also imposes contractual obligations on them to ensure they can only use your Personal Data to provide services to MOTI and to you.
- 8.3 MOTI or the third parties mentioned above may occasionally also need to share Personal Data with:
 - 8.3.1 external auditors e.g., in relation to the audit of MOTI financials, in which case the recipient of the information will be bound by confidentiality obligations.
 - 8.3.2 professional advisors (such as lawyers and other advisors), in which case the recipient of the information will be bound by confidentiality obligations.
 - 8.3.3 law enforcement agencies, courts, tribunals, and regulatory bodies to comply with any MOTI obligation under Law.
 - 8.3.4 other parties in connection with a significant corporate transaction or restructuring, including a merger, acquisition, asset sale, initial public offering or in the event of our insolvency—usually, Personal Data will be anonymized, but this may not always be possible, however, the recipient of the information will be bound by confidentiality obligations.
- 8.4 If you would like more information about who MOTI shares your Personal Data with and why, please contact MOTI (see '**How to contact us**' below). MOTI will not share your Personal Data with any other third party.

9. HOW LONG YOUR PERSONAL DATA WILL BE KEPT

- 9.1 MOTI will not keep your Personal Data for longer than is needed for the purpose for which it is used. For example, MOTI will not keep a historic record of your Linked Organisation(s) and only retain information that you submit as regards the identity of your current Linked Organisation.
- 9.2 Different Retention Periods apply for different types of Personal Data. Further details on this are available by contacting MOTI.
- 9.3 If your Learner Profile is for any reason deactivated, we will delete or anonymise your Learner Profile data after seven years.

10. TRANSFERRING YOUR PERSONAL DATA OUT OF CYPRUS AND EEA

- 10.1 The EEA, UK and other countries outside the EEA and the UK have differing data protection laws, some of which may provide lower levels of protection of privacy.
- 10.2 It is sometimes necessary for MOTI to share your Personal Data to countries outside Cyprus and the EEA. In those cases, MOTI will comply with applicable Cypriot Laws designed to ensure the privacy of your Personal Data. This will apply, for example, when MOTI transfers your Personal Data to:
 - 10.2.1 Sophia Agents based outside of the EEA or UK.
 - 10.2.2 Trainers based outside of the EEA or UK.
 - 10.2.3 Sophia Consultants based outside of the EEA or UK.
 - 10.2.4 Any other service provider based outside of the EEA or UK.
 - 10.2.5 Any Employee, Director or Shareholder based outside of the EEA or UK.
- 10.3 MOTI will also ensure all protections required by applicable Cypriot and EEA Laws are in place before transferring Personal Data to any Entity (or its subordinate Entities) governed by public international law or set up by, or on the basis of, an agreement between two or more countries ('**International Organisations**'). This will apply, for example, when MOTI transfers your Personal Data to International Organisations constituting part of or being associated with the European Union, especially those from whom financing may be sought.
- 10.4 Any changes to the destinations to which MOTI sends Personal Data or in the transfer mechanisms it uses to transfer Personal Data internationally will be notified to you in accordance with the section on '**Change to this privacy policy**' below.

11. COOKIES AND OTHER TRACKING TECHNOLOGIES

- 11.1 A cookie is a small text file which is placed onto your device (eg computer, smartphone or other electronic device) when you use Sophia. These are used to help Sophia recognise you and your device and store some information about your preferences or past actions.
- 11.2 A Cookie Notice will appear requesting your consent before they are placed. For further information on Sophia's use of Cookies or how to disable them, please contact MOTI.

12. YOUR RIGHTS

- 12.1 You generally have the following rights, which you can usually exercise free of charge:

Access to a copy of your Personal Data	The right to be provided with a copy of your Personal Data
Correction (also known as rectification)	The right to require MOTI to correct any mistakes in your Personal Data
Erasure (also known as the right to be forgotten)	The right to require MOTI to delete your Personal Data—in certain situations

Restriction of use	The right to require MOTI to restrict use of your Personal Data in certain circumstances, eg if you contest the accuracy of the data
Data portability	The right to receive the Personal Data you provided to MOTI, in a structured, commonly used and machine-readable format and/or transmit that data to a third party—in certain situations
To object to use	The right to object: At any time to your Personal Data being used for direct marketing (including profiling) In certain other situations to MOTI's continued use of your Personal Data e.g., where MOTI uses your Personal Data for any reason other than its legitimate interests.
Not to be subject to decisions without human involvement	The right not to be subject to a decision based solely on automated processing (including profiling) that produces legal effects concerning you or similarly significantly affects you

12.2 For further information on each of those rights, including the circumstances in which they do and do not apply, please contact MOTI (see '**How to contact MOTI**' below).

12.3 If you would like to exercise any of your rights, please contact MOTI (see '**How to contact MOTI**' below).

12. KEEPING YOUR PERSONAL DATA SECURE

13.1 MOTI has appropriate security measures to prevent Personal Data from being accidentally lost or used or accessed unlawfully. MOTI limits access to your Personal Data to those who have a genuine business need to access it. MOTI continually tests Sophia and its third-party Approved Systems to ensure compliance with industry standards for information security.

13.2 MOTI has procedures in place to deal with any suspected data security breach. MOTI will notify you and any applicable GDPR Regulator of a suspected data security breach when legally required to do so.

14 HOW TO COMPLAIN

14.1 Please contact MOTI if you have any queries or concerns about MOTI's use of your information (see below '**How to contact us**').

14.2 You also have the right to lodge a complaint with:

14.2.1 The Commissioner for Personal Data protection in Cyprus (contact details of the Commissioner for Personal data protection in Cyprus may be found at http://www.dataprotection.gov.cy/dataprotection/dataprotection.nsf/contact_en/contact_en?opendocument).

14.2.2 A relevant data protection supervisory authority in the EEA state of your habitual residence or work.

15 CHANGES TO THIS PRIVACY POLICY

MOTI may change this privacy policy from time to time—when it makes significant changes it will take steps to inform you both on your Learner Profile and by email.

16 HOW TO CONTACT MOTI

16.1 You can contact MOTI by post, email or telephone if you have any questions about this Privacy Policy or the information MOTI holds about you, to exercise a right under data protection law or to make a complaint.

16.2 MOTI can be contacted by:

16.2.1 Email: websupport@mysophia.eu

16.2.2 Telephone: +357-22-040220

16.2.3 Post or Physical: Diagoras House, 16 Panteli Katelari Street, 1306, Nicosia, Cyprus

Important Note: This MOTI Code of Conduct forms an integral part of and should be read together with the Learner Profile User Agreement (UA).

1. INTRODUCTION TO THE MOTI CODE OF CONDUCT

Sophia has been developed to contribute to your personal professional development within the Target Industry and to positively contribute to the general improvement of that Industry. To achieve this, your participation on Sophia must be highly relevant to the Target Industry and your interaction with other System Users professional, polite, and concise. Accordingly, this MOTI Code of Conduct sets out the conduct and Learner Content standard acceptable on Sophia.

2. CODES OF CONDUCT APPLICABLE TO YOUR PROFILE NAME

Rules pertaining to your name as used on your Learner Profile are as follows:

- 2.1 You may not use the name of an Entity as your Learner Profile name, even if you are the administrator of an Organisation Profile.
- 2.2 You may not use professional titles or educational degrees in your name.
- 2.3 You may not add an emoji or other image when indicating your name.
- 2.4 You may not use anything other than your legal last name; this includes obscuring your full name by abbreviating or intentionally misspelling it.
- 2.5 You may use a nickname or shortened version of your first and middle names if that is the name by which you are generally known within your Country of Residence.

3. CODES OF CONDUCT APPLICABLE TO YOUR PROFILE PICTURE

Rules pertaining to the image used on your Learner Profile are as follows:

- 3.1 You may not use any image representing an Entity unless you are also the administrator of an Organisation Profile.
- 3.2 You may not use a Profile Picture of any other Individual.
- 3.3 You may opt, at your discretion, not to use a Profile Picture.
- 3.4 You may not use an image intended for commercial, employment or political promotion.
- 3.5 You may not use an image depicting sex, nudity, violence, or which is otherwise offensive.

4. CODES OF CONDUCT APPLICABLE TO ALL FORUMS

Learner content posted and your participation in any Course Forum must comply with the following rules, expectations and/or standards.

- 4.1 Your Learner content must be relevant to the Forum in which it is posted.
- 4.2 You may not post any Learner content for commercial, employment or political reasons.
- 4.3 Your Learner content must not infringe on anyone else's intellectual property; ensure that you are allowed to use the text, images, videos, or audio included in your Learner content before doing so.
- 4.4 You must treat all other System Users fairly and equally.
- 4.5 You must be respectful of other System Users views and refrain from personal attacks.
- 4.6 You must not plagiarize or repost content posted by another as your own.
- 4.7 You must not use any defamatory, abusive, profane, threatening, offensive or illegal language, images, or videos in the Learner content you post.
- 4.8 You must not use any explicit images/videos of sex, nudity, or violence in the Learner content you post.
- 4.9 You must be cognizant of other System Users cultural differences, sensitivities, and language barriers.
- 4.10 Your posts must be concise, and your views justified; do not post messages such as 'thank you', 'me too', 'I agree', 'I accept' or other like replies unless the post you are replying or referring to requires such response.
- 4.11 Avoid administrative posts such as 'remove me'.
- 4.12 Do not spam numerous Forums with the same Learner content.

4. HOW TO CONTACT MOTI

- 4.1 You can contact MOTI by post, email or telephone if you have any questions about this Policy or to make a complaint.
- 4.2 MOTI can be contacted by:
 - 4.2.1 Email: websupport@mysophia.eu

4.2.2 Telephone: +357-22-040220

4.2.3 Post or Physical: Diagoras House, 16 Panteli Katelari Street, 1306, Nicosia, Cyprus

Important Note: This MOTI Appeals Policy (Multiple Choice Test Results) forms an integral part of and should be read together with the Learner Profile User Agreement (UA).

1. INTRODUCTION

- 1.1 MOTI provides a formal route for Learners wishing to appeal against the result (or part thereof) of a multiple-choice test.
- 1.2 All Learners are assessed against the relevant learning outcomes for the related Self-Paced Course and Trainer determined criteria. The correct answers of a multiple-choice test are pre-set in Sophia by the developing Trainer.
- 1.3 Appeals are considered by an Internal Assessor appointed in each case by MOTI.

2. GROUNDS FOR APPEAL

Our Appeals Policy enables Learners in certain situations to make a formal appeal against the result of a multiple-choice test (or part thereof) if:

- 2.1 The Learner is of the opinion that the correct answer to one or more questions in the relate multiple choice test is/are not those pre-set by the Trainer in Sophia.
- 2.2 The Learner is of the opinion that the learning tested by one or more questions in the multiple-choice test was not sufficiently covered in the related Self-Paced Course.

3. APPEALS PROCESS

- 3.1 Stage 1: The Learner must email their Appeal to MOTI to websupport@mysophia.eu, providing sufficient information for MOTI to effectively consider, decide upon and, if necessary, act on their appeal. MOTI may request further information, either by return email or telephone.
- 3.2 Stage 2: MOTI shall investigate the Appeal.
- 3.3 Stage 3: MOTI will communicate its findings and decision by return email.

4. HOW TO CONTACT MOTI

- 4.1 You can contact MOTI by post, email or telephone if you have any questions about this Policy or to make a complaint.
- 4.2 MOTI can be contacted by:
 - 4.2.1 Email: websupport@mysophia.eu
 - 4.2.2 Telephone: +357-22-040220
 - 4.2.3 Post or Physical: Diagoras House, 16 Panteli Katelari Street, 1306, Nicosia, Cyprus

Important Note: This MOTI Course Content Review Policy forms an integral part of and should be read together with the Learner Profile User Agreement (UA).

1 INTRODUCTION:

- 1.1 MOTI takes the standard of its Self-Paced Courses very seriously. For this reason, the below policy sets out how we ensure the standards of our Self-Paced Courses is maintained.
- 1.2 Self-Paced Course reviews are an integral part of MOTI's quality assurance process.
- 1.3 The focus of Self-Paced Course reviews is on:
 - 1.3.1 The appropriateness of the content in order to achieve the learning outcomes,
 - 1.3.2 The course content being up to date and accurate.
- 1.4 If you feel that any of our Self-Paced Courses do not meet acceptable Target Industry standards, please communicate the same to us at websupport@mysophia.eu.

2 RESPONSIBILITY:

- 2.1 Responsibility for course review and recommendations being addressed rests with the Trainers with whom MOTI collaborates and the Content Department of MOTI.
- 2.2 Management responsibility for the Review process lies with the MOTI and executed as follows:
 - 2.2.1 Review by at least two other Trainers on Sophia (peer review); OR
 - 2.2.2 Review by one non-Trainer Subject Matter Experts appointed by MOTI.

3 FREQUENCY:

- 3.1 Each Self-Paced Course is reviewed on an annual basis.
- 3.2 All legal elements of the learning materials are reviewed by MOTI's Legal Representatives to ensure the most up to date version of any legal references are used and are correct as of the time of the review.

4 TIMING:

- 4.1 At the review date, reviewing Trainers or Subject Matter Experts will have a 30-day period to complete the review of the Self-Paced Course and all findings reported back to MOTI.
- 4.2 MOTI will then action any appropriate changes to the Self-Paced Course materials within an additional 30-day period.
- 4.3 Any legal advice/review related to legal references within the Self-Paced Course will form part of the 30-day review period by the Trainers or Subject Matter Specialist.

5 REPORTING AND REMEDIAL ACTIONS:

Following the review of a Self-Paced Course, a detailed report will be compiled by MOTI and provided to the developing Trainer outlining all elements that require addressing and updating. The Trainer will then have 30 days to make the necessary adjustments to the Self-Paced Course failing which it will be unpublished from the Sophia platform.

Everyone has a part to play in ensuring we achieve equality of opportunity. We believe that a positive attitude towards equality and diversity is right for our people, our clients, and our business suppliers. This means that we must encourage all our people to welcome diversity and respect each person's individuality.

Important Note: This MOTI Equal Opportunities Policy forms an integral part of and should be read together with the Learner Profile User Agreement (UA).

1. MOTI COMMITMENT

MOTI is committed to ensuring that the onboarding process to Sophia will be open and transparent, and that no Individual or group of Individuals receives less favourable treatment by virtue of age, disability, economic status, faith, gender, marital status, sexuality, race, colour, and nationality, ethnic or national origin. The following Learner Charter has been drawn up stating the standards of service you can expect to receive as a Learner on Sophia:

- 1.1. To receive a highly quality learning experience.
- 1.2. To be given equal opportunities and treated fairly.
- 1.3. To be treated with courtesy.
- 1.4. To have access to advice, guidance, and support to ensure your choices are informed ones and that your learning needs are met.
- 1.5. To learn in a healthy and safe environment.
- 1.6. To be provided with timely and appropriate information on your progress.
- 1.7. To have staff listen to and respond to any issues, suggestions or concerns you may have.

2. LEARNER COMMITMENT

In turn as a Learner on Sophia we would like you to:

- 2.1. Be fully committed to your learning on Sophia.
- 2.2. Treat our staff with courtesy.
- 2.3. Provide us with appropriate information to help us meet your learning and assessment needs.
- 2.4. Ensure that your behaviour contributes to a healthy and safe environment.
- 2.5. Abide by any rules, terms and conditions stipulated in our Learner User Agreement (UA).
- 2.6. Communicate issues, suggestions or concerns using the procedures outlined in our UA.

3. HOW TO CONTACT MOTI

- 3.1. You can contact MOTI by post, email or telephone if you have any questions about this Policy or to make a complaint.
- 3.2. MOTI can be contacted by:
 - 3.2.1. Email: websupport@mysophia.eu
 - 3.2.2. Telephone: +357-22-040220
 - 3.2.3. Post or Physical: Diagoras House, 16 Panteli Katelari Street, 1306, Nicosia, Cyprus

Important Note: This Reasonable Adjustment Policy forms an integral part of and should be read together with the Learner Profile User Agreement (UA).

1. POLICY AIMS AND OBJECTIVES

We aim to facilitate open and fair access to our training for Learners who are eligible for reasonable adjustments and / or special considerations without compromising the assessment of skills, knowledge, understanding or competence being measured. MOTI will achieve this through;

- 1.1. **Reasonable Adjustments:** MOTI will consider requests for Reasonable Adjustments. The Learner must request (in writing) any adjustments that may be needed to reduce the effect of a disability or difficulty, which places the Learner at a substantial disadvantage. Any requests for reasonable adjustments must not affect the quality and reliability of the learning outcomes nor must they give the Learner an advantage over other Learners undertaking the same or similar training. Reasonable Adjustments may not be applied to training that will provide a “licence to practice” or where the Learner needs to demonstrate a practical competence.
- 1.2. **Special Considerations:** A special consideration request can be made to reflect temporary illness, injury or indisposition that occurred at the time of the event. Any special considerations granted can only be a relatively small adjustment to ensure that the integrity of the training is not compromised. Special consideration may not be applied to training that will provide a “licence to practice” or where the learner needs to demonstrate a practical competence.

2. REQUEST PROCESS

MOTI will only consider requests for Reasonable Adjustments and Special Considerations submitted within a timely manner and have completed the MOTI required paperwork for these requests.

3. MOTI ACTION

MOTI will make all reasonable efforts to accommodate and provide solutions for bona-fide Reasonable Adjustments and Special Consideration requests. Importantly, any action (or lack thereof) shall be at the sole discretion of MOTI, taking into consideration all pertinent factors, including the cost to MOTI of accommodating those requests.

4. HOW TO CONTACT MOTI

- 4.1. You can contact MOTI by post, email or telephone if you have any questions about this Policy or to make a complaint.
- 4.2. MOTI can be contacted by:
 - 4.2.1. Email: websupport@mysophia.eu
 - 4.2.2. Telephone: +357-22-040220
 - 4.2.3. Post or Physical: Diagoras House, 16 Panteli Katelari Street, 1306, Nicosia, Cyprus

Important Note: This Reasonable Marketing Policy forms an integral part of and should be read together with the Learner Profile User Agreement (UA).

1. INTRODUCTION

- 1.1. The main aim of the policy is to provide clear guidance on how MOTI markets itself responsibly. We are committed to delivering high quality teaching and learning, along with exceptional customer service for our stakeholders. This extends to ensuring our services are marketed in a way that is fair, transparent, within legal guidelines and reflective of the communities we serve.
- 1.2. We also require that our partners and stakeholders adhere to these standards and that unsubstantiated claims aren't made. Any use of data must be verified, and sources confirmed to ensure potential customers are made aware of its origin.
- 1.3. We are committed to marketing our products and services in a responsible way and so we will regularly review our marketing communications to ensure they are aligned with these principles and that they also fit with industry best practices.

2. SCOPE

These guidelines apply to all marketing communications generated by or on behalf of MOTI. Within this, 'marketing' means product and services advertising and promotion in all media including, but not limited to, packaging, brand promotions, brand advertising, brand PR, product placement, sponsorship and brand experiential marketing, point of sale material, digital, online and mobile marketing plus social media.

3. CORE PRINCIPLES

We commit that our marketing communications will be honest, transparent, truthful, within legal guidelines and respectful. Above this we also commit to:

- 3.1 Never mislead our customers.
- 3.2 Always be fair and transparent when promoting our services, enabling our customers to make informed choices. Offering impartial advice and guidance in line with our duty of care as a CPD Approved Provider.
- 3.3 Be legal, ethical, truthful and conform to accepted principles of fair competition and good business practice.
- 3.4 Comply with all Cypriot legislative and regulatory requirements.
- 3.5 Avoid promoting themes associated with aggression, anti-social behaviour or violence.
- 3.6 Avoid any derogatory, defamatory or offensive statements or imagery in particular in relation to race, gender, sexual orientation, religion and political views.
- 3.7 Seek to prevent any unsolicited marketing that uses the MOTI brand without authorisation
- 3.8 Never knowingly advertise in media or on websites that contain extremist views or explicit content.
- 3.9 Never advertise in a way that could cause mental, physical or moral harm to a child.

4. COMPLIANCE

- 4.1. All new marketing colleagues and key agency personnel are aware of our Core Principles, and we review the principles on a regular basis. In addition, refresher training is available when needed.
- 4.2. Our marketing team/3rd party agency members, supported by our legal, technical and communications operatives, are responsible for ensuring the compliance of all of our marketing collateral.
- 4.3. Other, non-marketing collateral which has a customer audience (for example recruitment material or MOTI Newsletter communications) should also comply with these principles. Internally, all imagery is to be approved in isolation, in colour, at full/oversize and in situ/as it will be seen by the customer.

5. HOW TO CONTACT MOTI

- 5.1. You can contact MOTI by post, email or telephone if you have any questions about this Policy or to make a complaint.
- 5.2. MOTI can be contacted by:
 - 5.2.1. Email: websupport@mysophia.eu
 - 5.2.2. Telephone: +357-22-040220
 - 5.2.3. Post or Physical: Diagoras House, 16 Panteli Katelari Street, 1306, Nicosia, Cyprus

Important Note: This Complaints Policy forms an integral part of and should be read together with the Learner Profile User Agreement (UA).

1. INTRODUCTION

MOTI recognises the importance of your complaints and welcomes complaints as a valuable form of feedback about its services. We are committed to using the information we receive to help drive forward improvements. This Policy outlines the aims of MOTI in dealing with complaints and sets out what you can expect when making a complaint regarding a service. A complaint is a way of letting us know that you are not happy with a particular service. We welcome your feedback. A complaint may be about delay, lack of response, discourtesy, failure to consult or about the standard of service you have received.

So please let us know if:

- 1.1. You think we have done something wrong.
- 1.2. We have not done something that we said we would do.
- 1.3. You are not satisfied with a particular service or set of services that we provide.

2. ANONYMOUS COMPLAINTS

We understand that it might be difficult for you to complain because you are worried that your complaint could result in a poorer service. Please be assured that we treat all complaints in the strictest confidence, and that it is your right to complain. If you do not provide us with a contact name or address, it will not be possible for us to get back to you with the outcome of the investigation

3. PROCEDURE

- 3.1. In the first instance, the complaint should be discussed with the MOTI team member concerned and resolution sought within 48 hours of the incident occurring. There will be no further action taken if the complaint is resolved.
- 3.2. In the case of an individual wishing to make the complaint, who feels unable to discuss the complaint with the MOTI team member concerned, the matter should be referred to the MOTI contact details provided below within 48 hours of the incident occurring.
- 3.3. All complaints received will be resolved as soon as practically possible and you will be informed accordingly of any remedial or other action or decision made.

4. HOW TO CONTACT MOTI

- 4.1 You can contact MOTI by post, email or telephone if you have any questions about this Policy or to make a complaint.
- 4.2 MOTI can be contacted by:
 - 4.1.1 Email: websupport@mysophia.eu
 - 4.1.2 Telephone: +357-22-040220
 - 4.1.3 Post or Physical: Diagoras House, 16 Panteli Katelari Street, 1306, Nicosia, Cyprus

Important Note: This Malpractice Policy forms an integral part of and should be read together with the Learner Profile User Agreement (UA).

1. INTRODUCTION

MOTI treats all cases of suspected Malpractice (the term 'Malpractice' in this Policy being used for both malpractice and maladministration) very seriously and will investigate all suspected and reported incidents of possible Malpractice. The purpose of this Policy is to set out how allegations of Malpractice in relation to all services are dealt with. The scope of the policy is to provide:

- 1.1. A definition of Malpractice.
- 1.2. Examples of Learner and MOTI Malpractice.
- 1.3. Possible sanctions that may be imposed in cases of Malpractice.

2. DEFINITION OF MALPRACTICE

For the purpose of this Policy, 'Malpractice' is defined as:

Any act, or failure to act, that threatens or compromises the integrity of MOTI CPD Services or Learner Profile Functionalities and their certification.

This includes:

- 2.1 Maladministration and the failure to maintain appropriate records or systems.
- 2.2 The deliberate falsification of records, documents or awarded Certificates.
- 2.3 Acts of plagiarism or other misconduct.
- 2.4 Any actions that compromise the reputation or authority of MOTI, its employees, or associates. MOTI reserves the right to report all relevant cases of suspected Malpractice to the relevant authority in any country(ies).

3. LEARNER MALPRACTICE

Some examples of Learner Malpractice are described below. These examples are not exhaustive and all incidents of suspected Malpractice, whether or not described below, will be fully investigated, where there are sufficient grounds to do so.

- 3.1. Obtaining access to any CPD Service or Learner Profiles Functionality (or part thereof) without authorisation or in a manner not compliance with the User Agreement ('UA').
- 3.2. Arranging for an Individual other yourself to undertake any CPD Service on your Learner Profile.
- 3.3. Impersonating another Learner in any way.
- 3.4. Collaborating with another Learner or Individual to undertake a multiple choice test.
- 3.5. Posting of inappropriate or offensive Learner Content.
- 3.6. Producing, using or allowing the use of forged or falsified documentation
- 3.7. Misrepresentation or plagiarism of an awarded Certificate.
- 3.8. Any other breach of the UA and the MOTI Policies appended thereto (including this Policy).

4. MOTI OR TRAINER MALPRACTICE

Examples of malpractice by MOTI employees and/or partnered Trainers are listed below. These examples are not exhaustive and all incidents of suspected malpractice, whether or not described below, will be fully investigated, where there are sufficient grounds to do so.

- 4.1. Failure to adhere to the relevant regulations and procedures.
- 4.2. Knowingly allowing an individual to impersonate a Learner or Trainer.
- 4.3. Any other breach of the MOTI Employee Code of Conduct and Conditions of Employment.
- 4.4. Any other breach of the related Trainer Agreement.

5. MALPRACTICE SANCTIONS

Following an investigation, if a case of Malpractice is upheld, MOTI may at its sole discretion impose sanctions or other penalties on the individual(s) concerned. Where relevant we will report the matter and may impose one or more sanctions upon the Individual(s) or Entity(ies) concerned. Any sanctions imposed will reflect the seriousness of the malpractice that has occurred

6. IDENTIFYING MALPRACTICE AND INVESTIGATION

- 6.1. MOTI may proactively identify any suspected case of Malpractice and, at its sole discretion, initiate an investigation in regards the same.
- 6.2. Any Individual or Entity may report a suspected case of Malpractice to MOTI in writing through the contact details provided below. Upon receipt of such report, MOTI shall, at its sole discretion, determine if the report submitted is sufficient to warrant an investigation and, if it so decides, will undertake a Malpractice investigation accordingly.
- 6.3. MOTI will, on a case-by-case basis, at its sole discretion determine the scope and process to be used in each investigation, subject always to the provisions of the related UA.
- 6.4. The initiation of an investigation may result in the Suspension of one or more Profiles, as defined in the related UA(s).

7. HOW TO CONTACT MOTI

- 4.3 You can contact MOTI by post, email or telephone if you have any questions about this Policy or to make a report.
- 4.4 MOTI can be contacted by:
 - 4.1.4 Email: websupport@mysophia.eu
 - 4.1.5 Telephone: +357-22-040220
 - 4.1.6 Post or Physical: Diagoras House, 16 Panteli Katelari Street, 1306, Nicosia, Cyprus

Important Note: This Learner Safeguarding Policy forms an integral part of and should be read together with the Learner Profile User Agreement (UA).

1. INTRODUCTION

All staff working with vulnerable adults have a legal duty to work together to protect them from harm or abuse. MOTI prioritizes the safety and protection of all Learners taking part in its services. In order to protect vulnerable adults from harm we will act in accordance with the Cypriot and EU legislation and guidance.

2. DEFINITIONS

2.1 **Safeguarding** The term “safeguarding” describes the broader preventative and precautionary approach to planning and procedures that are necessary to protect vulnerable adults from any potential harm or damage. Safeguarding means:

2.1.1 Protection from abuse and neglect.

2.1.2 Promotion of health and development.

2.1.3 Ensuring safety and care relating to the environment and activity.

2.1.4 Ensuring optimum life chances.

2.2 **‘Vulnerable Adult’** A Vulnerable adult is any person aged 18 or over ‘who is, or may be in need of, community care services by reason of mental or other disability, age or illness and who is, or may be, unable to take care of him or herself or protect him or herself against significant harm or exploitation’. The list below is not exhaustive but a vulnerable adult may be someone:

2.2.1 who is elderly and frail.

2.2.2 has a mental impairment.

2.2.3 has a physical or sensory disability has a severe physical illness.

2.2.4 is a substance misuser or is homeless.

2.2.5 has a learning disability.

2.3 **‘Abuse’** is a violation of an individual’s human and civil rights by any other person or persons. Abuse may consist of a single act or repeated acts, abuse may happen intentionally or unintentionally and can take place in any relationship or setting. Examples of abuse that could occur in a learning environment include:

2.3.1 Physical abuse – shoving, hitting, slapping.

2.3.2 Sexual abuse - involvement in any direct or indirect (e.g. innuendo, pornography) activity against the learner’s will or knowledge.

2.3.3 Emotional/psychological abuse e.g. intimidation, bullying or humiliation
Discriminatory abuse e.g. racial, sexual or religious harassment
Financial or material exploitation e.g. coercing money or goods.

- 2.3.4 Institutional abuse e.g. failure to ensure privacy, dignity or uphold individual human and civil rights.
- 2.3.5 Neglect or acts of omission e.g. ignoring physical or medical needs, failure to access appropriate health, social care or educational services, withholding medication.
- 2.4 An '**Abuser**' may be anyone including relatives, friends, professional staff, other Learners and System Users, neighbours, care workers, volunteers, and strangers.

3. POLICY STATEMENT

MOTI is committed to promoting safeguarding through the provision of an inclusive, supportive, and safe environment for its Learners, staff and others closely associated with its work and affirms the rights of individuals to be treated fairly and with respect. MOTI intends to pursue this commitment by:

- 3.1 Promoting a culture of value and respect for all within a supportive and safe learning environment.
- 3.2 Providing Information, training and briefings on safeguarding vulnerable adults.
- 3.3 Gathering and analysing information from Learners on matters related to feeling safe in the learning environment.
- 3.4 Monitoring the effectiveness of this Safeguarding Policy and reviewing it annually.

4. REPORTING AN INCIDENT

After direct or indirect disclosure or signs of abuse are spotted, please immediately inform MOTI with the following information:

- 4.1 What your concerns are.
- 4.2 Where, when, who from and how you got the concerns.
- 4.3 What you have done.
- 4.4 Whether the affected Learner(s) are aware of this referral?

5. HOW TO CONTACT MOTI

- 5.1 You can contact MOTI by post, email or telephone if you have any questions about this Policy or to make a report.
- 5.2 MOTI can be contacted by:
 - 5.1.1 Email: websupport@mysophia.eu
 - 5.1.2 Telephone: +357-22-040220
 - 5.1.3 Post or Physical: Diagoras House, 16 Panteli Katelari Street, 1306, Nicosia, Cyprus