# **Keelson DP CPD**



#### **Terms and Conditions of Use**

#### Introduction

These terms of use explain how you may use Keelson's DP CPD.

You should read these terms and conditions carefully before using Keelson's DP CPD. By accessing or using Keelson's DP CPD you agree to be bound by these terms and conditions and any documents referred to within them.

## **Definitions and Interpretation**

**Keelson's DP CPD** means any numerical reasoning, verbal reasoning, diagrammatic reasoning, situational judgment, question, distractor, or any other aptitude test or product available within the suit of Keelson's DP CPD and branded as such.

**Content** means any text, images, video, audio or other multimedia content, software or other information or material in Keelson's DP CPD.

We, Us or Our Keelson Marine Assurance 13501 Katy Freeway, Houston, Texas. 77079

You or Your: means the person accessing or using Keelson's DP CPD.

Candidate means any person undertaking a Keelson's DP CPD

**Company** means a shipping company, crewing agency, or recruitment agency that use Keelson's DP CPD.

# Ownership, use and intellectual property right

Keelson's DP CPD and all intellectual property rights in Keelson's DP CPD, including without limitation any Content, are owned by us. We reserve all of our intellectual property rights, which include without limitation all copyright, trademarks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind, whether registered or unregistered anywhere in the world. Users may not reproduce, copy, distribute, store or in any other fashion reproduce material from the Keelson's DP CPD.

#### **Data Protection**

By registering with us, you consent to us processing your personal data in accordance with our Data Protection policy.

### **Booking Process**

Booking requests by companies are by email to info@keelsonmarine.com. Booking requests by individuals are by booking form contained on the Keelson Marine Assurance LLC website.

Each booking constitutes your request to us for enrolment in the Keelson's DP CPD selected by you. All enrolments are subject to availability and acceptance by us. We cannot guarantee your enrolment for any Keelson DP CPD unless and until the booking has been confirmed by us and you have received confirmation of enrolment.

You must ensure the accuracy of the details in any booking you undertake, and you must give us any reasonably required information relating to your request within sufficient time to enable us to perform our obligations under the contract.

All correspondence relating to your Keelson DP CPD will be sent to the name and address supplied by you at the time of booking.

We shall have no liability to you whatsoever in respect of any loss, damage, cost, expense or other liability suffered by you arising from our reliance on any information or details provided by you that are not received or are inaccurate, incomplete, illegible or received too late to enable us to properly perform our obligations under the contract.

If you receive any notification from us as part of the booking process that your enrolment cannot be processed, you must contact us immediately. If you do not contact us, you are at risk of not being entered for your requested examination(s).

# Re-booking

Two attempts at the Keelson DP CPD assessment are permitted per booking. Significant time should elapse before further enrolment. This is to ensure quality of professional development and allow candidates time to access materials and self-study.

### Payment of fees

Payment is required at the time of booking your examination. The fees payable under contract will be due and payable to us on acceptance of your booking. Your booking will not be processed unless payment is provided at time of booking.

Keelson Marine Assurance LLC will raise an invoice via QuickBooks. Once QuickBooks registers payment access to Keelson's DP CPD on the TestReach platform will be issued.

Interim reports will be issued after QuickBooks registered payment deposited. Candidates will automatically get access to a second attempt after which a certificate will be issued.

If you do not take both of the assessments within the 8-week CPD window you will not get the certificate and you will not be refunded.

You will receive regular email reminders during the 8 weeks.

It is your responsibility to ensure you will have adequate internet access through the 8-week program.

#### **Keelson DP CPD Rules**

Whilst undertaking Keelson's DP CPD online a candidate MUST NOT:

- Be in possession of any materials, calculators, mobile phones, iPads, tablets, smart watches, equipment, notes, books or other papers at any time during an examination session other than those specified in advance by Keelson.
- Contact, communicate, talk to, or copy from any other candidate/source during the review or allowing work to be copied.
- Help or receive help from another candidate/source either online or in person.
- Leave the review room.

### **Confidentiality of Results**

Individual raw percentage scores remain confidential. Candidates will be issued a dated, banded result of:

- Engaged in a Nautical instituted IMCA M117 aligned programme
- Engaged in a Nautical instituted IMCA M117 aligned programme Merit
- Engaged in a Nautical instituted IMCA M117 aligned programme Distinction

Company reports are anonymised and indicate fleet trends according to role and rank.

Industry due diligence: - If results indicate that the assessment has not been taken in good faith, we reserve the right to report individual candidate results to the contract owner.

Company data, if used to assess global industry trends, will remain anonymous at all times.

# Other agreements

These terms of use shall not affect or override any other written agreement which you have with Keelson Keelson Marine Assurance LLC

### Contacting us

Keelson Marine Assurance 13501 Katy Freeway, Houston, Texas. 77079 If you have any queries about these terms you should contact us at info@keelsinmarine.com

# **Governing Law and Jurisdiction**

These terms and conditions shall be governed by and construed in accordance with English law. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England over any claim or matter arising under or in connection with these terms and conditions.