

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS SITE

1. What is in these terms?
 1. These terms tell you the rules for using our website <https://www.mypathwayjourney.com/> (our "site").
2. Who we are and how to contact us?
 1. This site is operated by Ingenium Training & Consulting Limited. We are a private limited company registered in Ireland under company number 555643. Our main trading address is 68 O'Connell St, Limerick, V94 YNP7, Ireland. Our VAT number is 3346875DH.
 2. To contact us, please email info@mypathwayjourney.com.
3. By using our site, you accept these terms
 1. By using our site, you confirm that you accept these terms and that you agree to comply with them.
 2. If you do not agree to these terms, you must not use our site.
 3. We recommend that you print a copy of these terms and all policies incorporated in these terms for future reference.
4. There are other terms that may apply to you
 1. These terms refer to the following additional terms, which also apply to your use of our site:
 1. Our Privacy
Policy: <https://www.mypathwayjourney.com/policies/#privacy-policy>.
 2. Our Acceptable Use
Policy: <https://www.mypathwayjourney.com/policies/#aup>.
 3. Our Cookie
Policy: <https://www.mypathwayjourney.com/policies/#cookie-policy>.Each of these policies are incorporated within these terms
5. We may make changes to these terms
 1. We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.
6. We may make changes to our site
 1. We may update and change our site from time to time (for any reason).
7. We may suspend or withdraw our site
 1. We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

2. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms and other applicable terms and conditions, and that they comply with them.
8. What is Pathway?
 1. Pathway is a service that we offer to assist a student toward a course option that is potentially suited to them.
9. Your Pathway Account & the Pathway Services
 1. You may (subject to and in accordance with these terms) create an account on this site (a **"Pathway Account"**) and use that account for (the **"Pathway Services"**):
 1. taking the Pathway survey to receive either: a fully paid report which is intended to outline twelve course options that may be suited to you; or a shorter report free of charge, which is intended to outline some course options that may be suited to you, in each case through the analysis of your favourite subjects, hobbies, interests, passions and decision-making style;
 2. joining as a Pathway member to access to a variety of materials specifically developed for a student participant such as articles, podcasts and personal development materials intended to assist in a range of relevant areas; and/or
 3. engaging with us and with other participants in the Pathway community, including through communications, articles, blogs, and other posts and through a points-earning and leader board system, where the points accumulated by participants (based on engagement, contributions, demonstrated learnings etc) will be visible to all members. See section 26 for Gamification features explained.
 2. We have the right to suspend or terminate your access to your Pathway Account at any time.
 3. In using your Pathway Account, you agree that your Pathway account is specific to you and therefore access to any membership features on that account only applies to you and the specific information you have provided.
 4. By registering with us and creating your Pathway Account, you agree to provide us with accurate and non-fraudulent information. You may not impersonate any other person when registering for (or maintaining) your Pathway Account (including a parent or guardian). You may not share your Pathway Account with anyone else. We reserve the right at any stage to terminate an account. Accounts can only be created by individuals who are able to enter into legally binding contracts.
 5. We will use reasonable endeavours to provide the Pathway Services with reasonable skill and care, Nevertheless, we cannot guarantee that

your access to or use of the site, your Pathway Account or the Pathway Services will be error free.

10. Payment for Pathway services

1. Online payments for the Pathway Services may be accepted through this site.
2. All payments shall be made in Euro. We will use our best endeavours to ensure the Pathway Services are currently available at the price shown, however there is no guarantee this will always be the case.
3. Once payment has been made, your bank account will be debited for the amount.
4. If you do not accept these terms, do not use our online payment facilities. All online payments are subject to these terms.
5. We cannot accept liability for payments being recorded on the wrong account if you supply inaccurate information.
6. Your payment will normally reach our bank account within 5 working days. We cannot accept any liability for delayed payments.
7. We cannot accept liability if payment is refused or declined by your card supplier for any reason. If your card supplier declines payment, we are under no obligation to bring this fact to your attention. You should check with your card supplier that payment has been deducted from your account.
8. The data that you provide during online payment transactions is securely held by us or our e-commerce providers (including Stripe) and will only be used for the purpose of recording your payment and for accounting processes. This data will be treated confidentially and with the utmost care and respect. We shall ensure that the data is used for no other purposes and is disclosed to no third party, except in respect of data that is necessary to provide to our e-commerce providers who will process this information on our behalf. In limited, exceptional circumstances, we may be required to disclose data to other third parties, for example where this is necessary to comply with law. Our e-commerce providers will retain some personal information so that we can access payment records in the event of queries or incomplete payment information. Any card details given by you will not be retained in their entirety. Information will only be retained for a reasonable period and then destroyed securely.
9. By completing and submitting means an electronic order form for Pathway Services (an "**Order**"), an offer to purchase Pathway Services is made (an "**Offer**"). An email may be sent acknowledging an Order. This email does not constitute acceptance of an Offer. There is no obligation on us to accept any Offer. An Offer will not be accepted under certain circumstances, including but not limited to: (a) your payment is not authorised; (b) your credit account, where appropriate, is in arrears or

on hold; (c) we are unable to provide the Pathway Services sought in the Order; (d) the Pathway Services are not currently available or are no longer available, or are oversubscribed or have limited or restricted availability; or (e) the Order has been cancelled. In any case (whether described in this clause or otherwise), we reserve the right to refuse any Order and/or Offer. On the acceptance by us of an Offer, a contract is created.

10. At our discretion, Pathway Services will not be rendered or initiated until payment is received or authorised.
11. An Order may be cancelled in respect of Pathway Services only if we receive notification to cancel in with a period of two weeks of the Order. In the event you wish to cancel an Order pursuant to this clause it will be necessary to contact us and provide your name and order number. Refunds, if applicable, will be made to the card used for the original transaction.

11. You must keep your account details safe

1. If you choose, or you are provided with, login details, a username or other user identification code, password, or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.
2. We have the right to disable any login details, username or other user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms.
3. If you know or suspect that anyone other than you knows your user login details, username or other user identification code or password, you must promptly notify us at info@mypathwayjourney.com.

12. How you may use material on our site

1. "Style-Us" is a registered trademark of ours in Ireland. You are not permitted to use it without our approval, unless it is part of material you are using as permitted under these terms.
2. We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Copyright is implied irrespective of whether a copyright symbol or copyright statement is displayed. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
3. You may print off one copy, and may download extracts, of any page(s) from our site for your personal use.
4. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

5. Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.
6. You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us (or, as the case may be, from our licensors).

13. Do not rely on information

1. The content on our site (including in respect of the Pathway Services) and any reports provided to you pursuant to the Pathways Services is provided for general information only. It is not intended to amount to advice on which you should solely rely. In addition to reviewing your personalised Pathway report, you may wish to engage professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site. In providing the Pathway Services, we are assuming no responsibility for the manner in which you complete any questionnaire or in which you provide any information to us (all which remains your responsibility). In addition, we take no responsibility for any career, employment, education, training, or other decisions you make on the basis of the Pathway Service.
2. Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete, or up to date.

14. User-generated content is not approved by us

1. This site may include information and materials uploaded or posted by or on behalf of other users of the site. This information and these materials have not been verified or approved by us. The views or values expressed by other users on our site do not represent our views or values.

15. How to complain about content

1. If you wish to complain about content (including content uploaded or posted by other users), please contact us on info@mypathwayjourney.com.

16. Our responsibility for loss or damage suffered by you

1. Whether you are a consumer or a business user, we do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents, or subcontractors and for fraud or fraudulent misrepresentation.
2. If you are a business user:

1. We exclude all implied conditions, warranties, representations, or other terms that may apply to our site or any content on it.
 2. We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with use of, or inability to use, our site; or use of or reliance on any content displayed on our site. In particular, we will not be liable for: loss of profits, sales, business, or revenue; business interruption; loss of anticipated savings; loss of business opportunity, goodwill, or reputation; or any indirect or consequential loss or damage.
 3. If you are a consumer user, please note that we only provide our site for domestic and private use and, by using our site, you agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
17. How we may use your personal information
1. We will only use your personal information as set out in our [Privacy Policy](#).
 2. By accepting these terms, you agree that we may share any Pathway report prepared for you with the guidance counsellor at your school. If you wish to withdraw this consent please contact us *as soon as possible* at: info@mypathwayjourney.com. You understand and agree that if you withdraw your consent after we have shared your Pathway report with your school's guidance counsellor we can only ask the guidance counsellor to delete your Pathway report. In that event, you should also follow up with your guidance counsellor to request deletion of your Pathway report.
18. Uploading content to our site
1. Any content which you upload or post to our site (or which you submit for upload or posting to our site) must comply with the content standards set out in our [Acceptable Use Policy](#). We may, at our absolute discretion, decide not to upload or post any content submitted by you or to remove any such content (including if it does not comply with those content standards).
 2. You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.
 3. Any content you upload or post to our site (or which you submit for upload or posting to our site) will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but when you upload or post content to our site (or if we upload or

post your content to our site on your behalf), you grant us a worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform that content in connection with the service provided by the site and across different media (including to promote the site or our services) forever.

4. We also have the right to disclose your identity to any third party who is claiming that any content uploaded or posted by you to our site constitutes a violation of their intellectual property rights or of their right to privacy.
 5. We have the right to remove any content uploaded or posted to our site if, in our opinion, it does not comply with the content standards set out in our [Acceptable Use Policy](#).
 6. You are solely responsible for securing and backing up your content.
19. We are not responsible for viruses and you must not introduce them
1. We do not guarantee that our site will be secure or free from bugs or viruses.
 2. You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software. It is recommended that you should virus check all materials downloaded from our site and regularly check for the presence of errors, viruses, bugs, other malicious code, and harmful components.
 3. You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored, or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence. We will report any such breach to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.
20. We are not responsible for websites we link to
1. Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources.
21. Rules about linking to our site
1. You may link to our site, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

2. You must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part where none exists.
3. We reserve the right to withdraw linking permission without notice.
4. The website in which you are linking must comply in all respects with the standards set out in our [Acceptable Use Policy](#).
5. If you wish to link to or make any use of content on our site other than as set out in these terms, please contact info@mypathwayjourney.com.

22. Breach of terms

1. When it is considered that a breach of these terms has occurred, we may take such action as we deem appropriate. Failure to comply with these terms constitutes a material breach of these terms and may result in us taking all or any of the following actions:
 1. immediate, temporary, or permanent withdrawal of your right to use the site;
 2. issue of a warning to you;
 3. commence legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
 4. take further legal action against you; or
 5. disclosure of such information to law enforcement authorities as we consider appropriate or necessary or as required by law.
2. In the event of the temporary or permanent withdrawal, termination, or suspension of your right to use the site, you must, at our option, return or destroy any copies of any and all information, material and content provided or made available on, by or pursuant to the site or any communications pursuant thereto which you have made, copied, reproduced or circulated.
3. We exclude liability for all action we may take in response to breaches of these terms. The actions we may take are not limited to those described in this section and we may take any other action which we deem appropriate.

23. Waiver

1. No failure or delay by us to exercise any right or remedy provided under these terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right or remedy under these terms or by law is only effective if it is in writing.

24. Severance

1. If any of these terms are deemed invalid or unenforceable for any, then the invalid or unenforceable provision will be severed from these terms and the remaining terms will continue to apply.

25. Governing Law and Jurisdiction

1. These terms, their subject matter and their formation (and any non-contractual disputes or claims) are governed by Irish law. You and we both agree to the exclusive jurisdiction of the courts of Ireland.

26. Gamification features and awarding of PDP points

1. Access to the online, self-paced Personal Development Programme ("PDP") is included in the membership subscription for Pathway. This includes 12 different learning modules, with video vignettes and interactive exercises, navigated by members at their own pace. PDP includes an interactive gamification feature where points can be accumulated by members for participating in the PDP learning journey. PDP points can be accrued by watching videos and completing exercises, as well as posting learning observations. Set points are included with badges and trophies for the following different elements, which are added to form a cumulative total:

1. Video Complete
2. Knowledge Exercise Complete
3. Module Complete
4. Completion of PDP Programme
5. Learning Contribution
6. Outstanding Contribution

2. Completion of items i, ii, iii, and iv by members will accrue PDP points automatically on completion of these respective elements within PDP. Additionally, Learning Contributions, following completion of the PDP videos and exercises can be posted on the Pathway Learning Journal by members. These Learning Contributions will be assessed by an Ingenium moderator who will subsequently approve the post (item v), should it meet the qualifying criteria, or alternatively register the post as not approved, should it not meet the stipulated requirements. If the post is approved, the post will appear in the Pathway Learning Journal and a set number of points awarded to the member accordingly, per qualifying contribution, and added to previously accrued points. The Ingenium moderator, at their sole discretion, may award extra points for any Outstanding Contribution made by members to the Pathway Learning Journey (item vi), again these points are a set amount per Outstanding Contribution. A qualifying Learning Contribution is one that is posted by a member that documents a specific learning they have experienced, either with friends, family, or other people, relative to a one of the modules, or a video within one of the modules, supported by any image, graphic or video, if required to support the

communication of the learning experience. It can be humorous or serious, but must be authentic, non-offensive and respectful to other members and it must comply with the content standards set out in our [Acceptable Use Policy](#). An Outstanding Contribution is one deemed by the Ingenium moderator, again at their sole discretion, to be exceptional in nature, one that differentiates itself from other learning contributions, capturing the true essence of the learning materials in action.

3. Monthly and annual leader boards will be posted on the site, which will reflect the members in order that have accrued the most cumulative points for a given period. Monthly and annual prizes will be awarded to members that have the most points for a given period. The sequencing and list of prizes will be published on our Pathway website on a regular basis.
4. The Ingenium moderator has then final say for all PDP points awarded from elements (v) and (vi) and will be the person who announces monthly and annual prize winners via the Pathway website.
5. Should you wish to make any observation, register a complaint, or seek clarification about any aspect, operation, or feature of the Pathway PDP Gamification process, please contact us at our email info@mypathwayjourney.com.

27. Vouchers

1. Any single purpose vouchers purchased on our site or in respect of Pathway are redeemable against a specific product only, either a paid-for report or a membership subscription and are not redeemable for cash or any other products or services.

28. VAT

1. VAT is included in all pricing offered on the Pathway site and applicable to all purchases made.