Terms of Service (Mobile Application)

Introduction and purpose of this Terms of Service

1. **Introduction**
These Terms of Service govern the use of the ASSURE Mobile Application (the 'App'), provided by RPD (the 'Provider').
The App is intended for authorised users of organisations that subscribe to the ASSURE Competence Management System. By accessing or using the App, users agree to comply with these Terms and their organisation's applicable policies and procedures.

2. **Authorised Access**
The App is available only to users authorised by their organisation. The organisation is responsible for administering user access and permissions, including removing access when no longer required.
- Use only assigned ASSURE login credentials.
- Keep login details confidential and do not share accounts.
- Report suspected unauthorised access or security incidents promptly to the organisation.

3. **Use of the Application**
The App enables authorised users to record, manage and submit information relating to their organisation's competence management activities. Users must enter information accurately, comply with applicable organisational procedures, and not use the App for unlawful, fraudulent or unauthorised purposes.

4. **Offline Functionality and Data Storage**
The App supports offline working. Information entered without an internet connection may be stored locally on the user's mobile device until it is synchronised with the live ASSURE system.
- Synchronisation requires suitable connectivity and completion of the synchronisation process.
- Users should verify that information has successfully synchronised before deleting local records.
- Information retained locally may be lost if a device is damaged, lost or reset, or if the App is removed before synchronisation.
- Users should delete locally retained information when no longer required, in accordance with their organisation's policies.

5. **Device Security**
The organisation and its authorised users are responsible for appropriate security of the mobile devices used to access the App, including access controls, security updates and protection from unauthorised access. Lost, stolen or compromised devices should be reported promptly under the organisation's security procedures.
RPD is not responsible for device security weaknesses or configurations outside its control, except where responsibility cannot lawfully be excluded.

6. **Data Protection and Confidentiality**
Information processed through the App may include personal, employment, competence and assessment-related information. RPD processes client information in accordance with applicable contractual obligations and data protection requirements, including UK GDPR and the Data Protection Act 2018 where applicable.

Client organisations determine the purposes for which their information is collected and processed. Users must maintain confidentiality and must not disclose, copy or distribute information without appropriate authorisation. Please refer to the separate ASSURE Privacy Policy for further information.

7. **Data Synchronisation**

The App allows offline information to be transferred to the live ASSURE system when connectivity is available and synchronisation is completed. Users should confirm successful transfer before removing locally retained records.

RPD cannot guarantee uninterrupted connectivity or successful transfer where circumstances outside its reasonable control prevent data transmission.

8. **Application Availability and Updates**

RPD may issue software updates, maintenance improvements and security enhancements. Users may need to install updates to maintain compatibility, functionality and security. Reasonable efforts are made to maintain availability, but uninterrupted or error-free operation is not guaranteed.

9. **Intellectual Property**

The App, including its software, design, functionality and associated intellectual property, is owned by RPD or its licensors. Authorised users receive a limited, non-exclusive right to use the App solely for their organisation's permitted business purposes.

10. **Limitation of Liability**

To the extent permitted by law and subject to applicable contractual obligations, RPD is not responsible for loss of locally stored information caused by device failure, unauthorised device access or failure to synchronise. Nothing in these Terms excludes or limits liability that cannot lawfully be excluded or limited. Any applicable contractual liability provisions between RPD and the subscribing organisation remain unaffected.

11. **Termination of Access**

Access may be suspended or withdrawn if a user is no longer authorised, breaches these Terms, or if access must be restricted for security or contractual reasons.

12. **Changes to These Terms**

RPD may update these Terms to reflect changes in law, security requirements or App functionality. Updated Terms will be made available through the App or another appropriate communication channel.

13. **Contact Information**

Users should first contact their organisation's designated ASSURE system administrator for App-related questions. For further support:

RPD – ASSURE Support

Email: info@rpd.co.uk

Registered company details: Rail Professional Development Ltd, Cranes House, 5 Paycocke Road, Basildon, Essex, SS14 3DP

Acceptance:

By selecting "I Agree" or continuing to use the ASSURE Mobile Application after being presented with these Terms, users acknowledge that they have read and understood them and agree to comply with their provisions.