

RTO Materials Ltd Client Courseware End User License Agreement

This license is valid only for products that have a fully paid invoice with products purchased therein. READ THIS LICENSE CAREFULLY BEFORE INSTALLING THIS COURSEWARE. INSTALLING THIS COURSEWARE MEANS THAT YOU AGREE TO BE BOUND BY THE TERMS OF THIS LICENSE. INSTALLING INCLUDES EXTRACTING FILES FROM A COMPRESSED DISTRIBUTION FILE SUCH AS A ZIP FILE. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF THIS LICENSE YOU MUST PROMPTLY RETURN THE COURSEWARE TO THE PLACE WHERE YOU OBTAINED IT OR, ALTERNATIVELY, DELETE AND DESTROY ALL COPIES OF IT.

1. LICENSE. The application, courseware, and data accompanying this License, are licensed to you by **RTO Materials Ltd**. **RTO Materials Ltd** owns the courseware, all of which is protected by the International Copyright and intellectual property laws. **RTO Materials Ltd** retains full and complete title to the Courseware and all updates and subsequent copies of the courseware regardless of the media or form in which the copies may exist, including copies made in violation of the terms of this License. The Purchaser is the individual, company, or organization purchasing courseware from **RTO Materials Ltd**.

2. RIGHTS AND RESTRICTIONS ON USE. The Single-Site License authorizes a non-exclusive, license that is non-assignable, non-transferable, and revocable and the rights to use the Courseware only for internal training and educating purposes of either the company's employees or the training centre's customers. This license specifically does not allow for the provision of reselling the Courseware or any derivative works. 2a. The Courseware is not allowed to be used to produce derivative works including any form of online learning. (The term online learning, or e-learning, is most frequently used to refer to computer-based training which incorporates technologies that support interactivity beyond that which would be provided by a single computer.) The Courseware is not allowed to be used to produce another commercial product either for sale, lease, rent or to give away.

2b. Delegates attending training courses where the training materials are being used may retain copies of the printed courseware for reference purposes only. Electronic versions of the materials are allowed in PDF form only and this relates only to the learner guide which may be given to the students.. The courseware must not be re-sold, lent, rented, assigned or transferred to any third party in any form. The courseware must not be exported from the country to which it is supplied, in any form. If delegates question the copyright of the materials presented to them, the Purchaser must acknowledge the true copyright holder and should supply this document to them to ensure they do not violate the copyright.

3. TERM. This License is effective indefinitely, however this License may be terminated by **RTO Materials Ltd** should this end user license be breached.

Upon termination you will have no further right to the courseware and must return it to **RTO Materials Ltd**, or provide **RTO Materials Ltd** with evidence that the courseware, and each and every copy thereof, has been destroyed.

4. BREACH. A breach of any term of this Agreement by you constitutes a breach of all licences granted to you by us, whether under this Agreement or any other agreement with us including any Subscription Agreement.

5. ACCURACY OF INFORMATION. The Courseware relies on certain information supplied by certain third party service providers. **RTO Materials Ltd** tries to ensure this information is current and accurate, updates will be supplied to all courseware provided by **RTO Materials Ltd** as the changes are released by <u>training.gov.au</u>. IT OFFERS NO WARRANTY THAT THE INFORMATION IS ERROR FREE. YOU AGREE THAT **RTO Materials Ltd** WILL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING FROM ANY ERRORS OR INACCURACIES IN THE COURSEWARE, THE DOCUMENTS USED IN CONNECTION WITH IT OR INFORMATION SUPPLIED BY THIRD PARTY SERVICE PROVIDERS.

6. LIMITED LIABILITY. YOU ARE RESPONSIBLE FOR THE SELECTION AND USE OF, AND RESULTS OBTAINED FROM THE COURSEWARE. UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW, **RTO Materials Ltd** AND ITS RELATED COMPANIES, SUBSIDIARIES, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES RESULTING FROM THE USE OF THE COURSEWARE HOWEVER CAUSED INCLUDING, WITHOUT LIMITATION, DAMAGES FOR PERSONAL LOSS OR DAMAGE, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSS, LOST DATA, LOSS OF COMPUTER TIME, FAILURE TO REALIZE EXPECTED SAVINGS, AND ANY OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND AND ARISING IN CONSEQUENCE OF THE COURSEWARE'S PERFORMANCE, FAILURE TO PERFORM, OR OTHER BREACH UNDER THIS LICENSE, IRRESPECTIVE OF WHETHER **RTO Materials Ltd** HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. **RTO Materials Ltd** TOTAL LIABILITY INCLUDING, BUT NOT LIMITED TO, ANY POSSIBLE LIABILITY FOR INDEMNITY, DEFENCE AND HOLD HARMLESS OBLIGATIONS SHALL NOT EXCEED THE TOTAL AMOUNT PAID TO **RTO Materials Ltd** UNDER THIS LICENSE.