

## End User Licence and Purchasing Agreement

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THIS AGREEMENT is made BETWEEN Coast Wide Training Solutions Pty Ltd (ABN 71 674 767 447) and you – the Purchaser. The Purchaser is the individual, company, or organisation purchasing these resources and tools from **Coast Wide Training Solutions Pty Ltd**.

### 1. Delivery

- 1.1. Upon receipt of the payment made by the Purchaser for these resources and tools in accordance with this Purchasing Agreement, Coast Wide Training Solutions will issue the Purchaser with a link to an online platform to enable these resources and tools to be downloaded. It is at this time that delivery of these resources and tools to the Purchaser is deemed to have occurred.
- 1.2. The Purchaser acknowledges that upon issuance of these resources and tools via the online platform, the Purchaser shall have no right or claim for a refund of any part or all of the purchase price for these resources and tools.

### 2. Intellectual Property License

- 2.1. The Purchaser acknowledges that by issuance of these resources and tools Coast Wide Training Solutions have granted the Purchaser with a licence to use these resources and tools in accordance with this Purchase Agreement.
- 2.2. The Purchaser acknowledges that Coast Wide Training Solutions retain full and complete ownership in all intellectual property of these resources and tools as updated from time to time and nothing in this Purchasing Agreement or otherwise transfers or confers to the Purchaser any title, ownership, right or claim in the intellectual property of these resources and tools including copies made in violation of the terms of this Licence.
- 2.3. The Purchaser acknowledges that upon issuance of these resources and tools to the Purchaser in accordance with this Purchasing Agreement, the Purchaser must comply with the following uses in respect of these resources and tools:
  - i. The Purchaser may reproduce, copy and print these resources and tools as many times as required at the Purchaser's sole discretion;
  - ii. The Purchaser must not distribute, transmit or disseminate these resources and tools including copies of these resources and tools by any means except:
    - a. to staff within the Purchaser's company, organisation, partnership, corporation, trust or other entity if relevant; and
    - b. to students, learners, trainees and similar who must be enrolled in a Nationally Recognised vocational education and training program provided by the Purchaser;
  - iii. The Purchaser must not provide these resources and tools to any other person or organisation that provides Nationally Recognised vocational education and training programs and/or accredited courses, even if the Purchaser and such other provider share a common ownership and/or control; and
  - iv. It is the responsibility of the Purchaser to ensure that any persons including staff, contractors and/or consultants, leaving the Purchaser's organisation will not have access to, or retain, these resources and tools or copies of these resources and tools from the date of such departure.

### 3. Rights and Restrictions on Use

- 3.1 This Purchasing Agreement authorises a non-exclusive licence that is non- assignable, non-transferable, and revocable and the rights to use these resources and tools is only for vocational training and educational purposes of either a Purchaser's employees or their learners/students.
- 3.2 These resources and tools are not to be used to produce derivative works or another commercial product either for sale, lease, rent or to give away.
- 3.3 Participants in the Purchaser's vocational education and training programs where these resources and tools intend to be used may retain copies of the printed versions of these resources and tools for reference purposes only. Electronic or digital versions of these resources and tools are permitted in either Portable Document Format (PDF) or accessible within an online learning management system only.
- 3.4 This Purchasing Agreement does not permit these resources and tools to be re-sold, lent, rented, or transferred to any third party in any form and this licence does not permit the provision of any derivative works.
- 3.5 The Purchaser is permitted to assign these resources and tools to a third party where the third party arrangement has been acknowledged by the National Regulator. The Purchaser must ensure that these resources and tools are not retained or reused by the third party outside of the acknowledge arrangement in accordance with 3.4.

### 4. Limitation of Liability

- 4.1 All guarantees, terms, conditions, warranties, undertakings, inducements, or representations whether express or implied, statutory or otherwise, relating to this Purchasing Agreement or its subject matter are excluded to the maximum extent permitted by law.
- 4.2 Nothing in this Purchasing Agreement excludes, restricts, or modifies any right or remedy, or any guarantee, term, condition, warranty, undertaking, inducement or representation, implied or imposed by any legislation which cannot lawfully be excluded or limited. This may include the statutory consumer guarantees under the Australian Consumer Law contained in Schedule 2 of the Competition and Consumer Act 2010 (Cth).
- 4.3 Coast Wide Training Solutions will not be liable to the Purchaser for any consequential, indirect or special loss or damage, loss of actual or anticipated profits or revenue, loss of business, business interruption, wasted costs the Purchaser has incurred, amounts for which the Purchaser is liable to their customers, clients, students and similar or any loss suffered by third parties under or relating to this Purchasing Agreement, its subject matter and/or these resources and tools, whether in contract, tort (including without limitation negligence), in equity, under statute, under an indemnity, whether or not such loss or damage was foreseeable and even if advised of the possibility of the loss or damage.
- 4.4 The Purchaser is liable for and indemnify Coast Wide Training Solutions against all liability, claims, damage, loss, costs and expenses (including, without limitation, legal fees, costs and disbursements on a full indemnity basis, whether incurred or awarded against Coast Wide Training Solutions and any consequential loss, cost, damage or

expense) arising in respect of the Purchaser's purchase and/or use of these resources and tools or the Purchaser's breach of this Purchasing Agreement.

- 4.5 Coast Wide Training Solutions' total liability including, but not limited to, any possible liability for indemnity, defense and hold harmless obligations shall not exceed the total amount paid to Coast Wide Training Solutions under this Purchasing Agreement.

## 5. Customisation and Contextualisation of Materials

- 5.1 The resources and tools developed by Coast Wide Training Solutions rely on information supplied by third-party departments and service providers. Coast Wide Training Solutions will ensure the information contained in these resources and tools remain current and accurate in accordance with the contents published on the National Register.
- 5.2 Coast Wide Training Solutions offers no warranty that the information contained in these resources and tools is error free. The Purchaser agrees that Coast Wide Training Solutions will not be liable for any claims or damages arising from any errors, omissions or inaccuracies in these resources and tools, associated documents or information supplied by third party service providers.
- 5.3 The Purchaser acknowledges that these resources and tools may be in generic form and may be void of the customisation and contextualisation that may be necessary for the delivery of the Purchaser's vocational education and training program and to meet regulatory obligations.
- 5.4 Whilst Coast Wide Training Solutions has made every effort possible to ensure the accuracy of these resources and tools, the Purchaser acknowledges that it is the Purchaser's responsibility to customise, contextualise, edit and adapt these resources and tools as necessary to ensure that the Purchaser's vocational education and training program complies with all applicable laws, regulations and obligations.
- 5.5 The Purchaser acknowledges that Coast Wide Training Solutions will own the intellectual property less any additions made to the materials by the Purchaser during the customisation and contextualisation process.
- 5.6 Whilst Coast Wide Training Solutions has made every effort possible to ensure these resources and tools remain compliant to the unit of competency/ies in accordance with the National Register and associated training package, the Purchaser warrants that they shall undertake their own due diligence to ensure these resources and tools are contextualised to suit the specific delivery of their vocational education and training program and, as such, remain compliant.
- 5.7 The Purchaser acknowledges and warrants that the Limitation of Liability contained herein extends to any amendments and changes made by the Purchaser to these resources and tools after delivery to the Purchaser.
- 5.8 The Purchaser warrants that if these resources and tools are changed, edited or adapted in any way by the Purchaser or their delegate, the Purchaser must maintain the following passage and logo on the inside cover or a similarly prominent position of these resources and tools as amended.

*"These resources and tools were originally developed by Coast Wide Training Solutions but may now be altered from the original form. Coast Wide Training Solutions does not accept any liability for these resources and tools, the content and/or any reliance thereon."*

- 5.9 Any resources and tools supplied by Coast Wide Training Solutions to the Purchase that are found to be void of this statement will consider this agreement to be breached and item 6 will apply.
- 5.10 Within six (6) months of purchasing these resources and tools and in the event that the National Regulator finds these resources and tools to be not compliant with the national standards within this period, the Purchaser may contact Coast Wide Training Solutions and request a review. A review will be carried out with reference to the Purchaser's Performance Assessment (Audit) Report and rectification made where relevant and in accordance with the report, at no cost to the Purchaser.

## 6. Breach

- 6.1 A breach of any term of this Agreement by the Purchaser constitutes a breach of all licences granted to the Purchaser by Coast Wide Training Solutions, whether under this Agreement or any other agreement with Coast Wide Training Solutions including any Subscription Agreement.

## 7. Term

- 7.1 This Purchasing Agreement is effective indefinitely, however may be terminated by Coast Wide Training Solutions at any time should this agreement be breached.
- 7.2 Upon termination of this agreement, the Purchaser will have no further right to the use of these resources and tools and must relinquish them to Coast Wide Training Solutions or provide Coast Wide Training Solutions with evidence that these resources and tools, and all copies thereof, have been destroyed.



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