



# OnGuard Safety Training

MAKING SENSE OF WORKPLACE SAFETY TRAINING

[www.OnGuardSafetyTraining.com](http://www.OnGuardSafetyTraining.com)

## TERMS OF USE – LICENCE AGREEMENT

### OnGuard ACEProLiTE and OnGuard ACEProPLUS

#### Grant of licence

By paying for a licence and accessing the **OnGuard ACEPro product**, the licensed user (and its officers) is agreeing to the terms of this licence agreement. In consideration of payment of the licence fee, the product, including any images, text and data incorporated in the LMS are licensed (not sold) to the licensed user by OnGuard Safety Training Pty. Ltd. In consideration of payment of the licence fee, OnGuard Safety Training Pty. Ltd. grants the licensed user a non-exclusive, non-transferable licence (with no rights to sub-licence) to use the **OnGuard ACEPro product**.

The Initial 'Software as a Service' subscription fee (paid annually) is valid for a period of 12 calendar months. Upon expiration of the 'Software as a Service' subscription, if the licensed user opts to continue using the **OnGuard ACEPro product**, it will pay a 'Software as a Service' subscription for another 12 month subscription period.

OnGuard Safety Training Pty. Ltd. does not transfer title to the licensed user.

**This is an unlimited – single site - licence and shall NOT be considered a "sale" of the OnGuard ACEPro product.**

**Student and staff desktop and laptop computers are included as part of this licence.**

This non-exclusive unlimited site licence gives the licensed user the right to use and display the **OnGuard ACEPro product** within the licensed user's workplace only. OnGuard Safety Training Pty. Ltd. retains full and complete title of the **OnGuard ACEPro product** and the accompanying documentation, and all intellectual property rights therein. The licensed user acknowledges that any additions or improvements suggested to OnGuard Safety Training Pty. Ltd. remain the property of OnGuard Safety Training Pty. Ltd.

#### Rights of Use

The licensed user may not reproduce, resell, modify, reverse compile, adapt, decompile, reverse engineer, disassemble, assign, distribute, publish in any form or permit any other person to use or deal with the whole or part of any contents and/or data of the **OnGuard ACEPro product**.

#### Property and Ownership

All intellectual property rights (including copyright) in and to the contents/data of the **OnGuard ACEPro product** is the sole property of OnGuard Safety Training Pty. Ltd. Except to the extent of the licence, the licensed user shall acquire no intellectual property rights in or to the contents/data or any part thereof.

#### Support

OnGuard Safety Training Pty. Ltd. will provide technical support (telephone only) related to the **OnGuard ACEPro product**.

#### Termination

This Agreement is effective until terminated. The licensed user may terminate the licence agreement at the end of the 'Software as a Service' 12 month contract by notifying OnGuard Safety Training Pty. Ltd. in writing. The licensed user is under no obligation to renew. **Upon terminating the licence agreement, the user can NOT use or display resources copied from the OnGuard ACEPro product. The user will take determined steps to ensure that all print copies and electronic copies of any MSWord, PDF and HTML documents copied from the OnGuard ACEPro product are destroyed. (including edited documents)** The Agreement will terminate immediately without notice from OnGuard Safety Training Pty. Ltd. if the licensed user fails to comply with any provision of these Terms of Use - Licence Agreement.

## Supplemental Licence

This **OnGuard ACEPro product** must be treated like any other copyrighted material except that the licensed user may:

- (a) use the **OnGuard ACEPro product** on a multiple number of computers within the site, including computers owned by staff and student laptops
- (b) make minor changes to text within MSWord documents throughout the **OnGuard ACEPro product**, to meet the needs at the site of the licensed user. The licensed user further acknowledges that any such changes made remain the property of OnGuard Safety Training Pty. Ltd.
- (c) within guidelines set by Australian Copyright law, make print copies of MSWord and PDF documents from the **OnGuard ACEPro product**, for the educational purposes at the licensed user's site only.

## Restrictions

The OnGuard ACEPro product and its entire contents is covered by Australian Copyright law. Title to the **OnGuard ACEPro product** and all associated intellectual property rights is retained by OnGuard Safety Training Pty. Ltd. Except as specifically authorised in the Supplemental License terms, the licensed user may not make copies of the **OnGuard ACEPro product**. The licensed user agrees to advise OnGuard Safety Training Pty. Ltd. in writing of any change it makes to any document. The licensed user further acknowledges that any such changes remain the property of OnGuard Safety Training Pty.Ltd.

## Limited Warranty and Liability Disclaimer

OnGuard Safety Training Pty. Ltd. warrants to the licensed user that the **OnGuard ACEPro product** is provided "AS IS". Unless specified in this agreement, all express or implied conditions, representations and warranties, including any implied warranty of merchantability, fitness for a particular purpose or non-infringement are disclaimed, except to the extent that these disclaimers are held to be legally invalid. Under no circumstance, including negligence, shall OnGuard Safety Training Pty. Ltd. be liable for any indirect, special incidental or consequential damages arising out of the use of or inability to use the **OnGuard ACEPro product**, including without limitation, loss of data, computer failure or malfunction or any and all other commercial damages or losses, that result from the use of, or the inability to use, the software package. OnGuard Safety Training Pty. Ltd., the authors, consultants, publishers and distributors are not responsible for the results of any action taken on the basis of information in the **OnGuard ACEPro product**, nor for any error in or omission from the information in the **OnGuard ACEPro product**. OnGuard Safety Training Pty. Ltd., the authors, consultants, publishers and distributors expressly disclaim all and any liability and responsibility to any person, whether a licensed user or reader of the **OnGuard ACEPro product** or not. This is in respect of the consequences of anything, done or omitted to be done by any such person in reliance upon the whole or part of the contents of this software package

## Limitation of Liability – Indemnity

It is understood that the licensed user will take determined steps to investigate the Work Health and Safety needs specific to their situation, and implement workplace 'systems of work', in addition to utilising the resource material provided in the **OnGuard ACEPro product**. It is understood that the licensed user will also take steps to investigate and obtain the following from the manufacturers of plant, machinery and/or equipment: recommended operating instructions, safety precautions, guarding requirements, maintenance and storage instructions. It is also understood that the **OnGuard ACEPro product** is general in nature and licensed users will need to include practical instruction, supervisor demonstration and specific training relevant to the brand and type of plant / machinery / equipment.

## Copyright Agency Limited

**OnGuard Safety Training Pty. Ltd. is a member of CAL** - Legal action will be initiated if the licensed user fails to comply with any of the provisions of this Agreement.