

RISK SAFETY SERVICES LTD - DIGITAL CONTENT USE AND LICENCE

When you buy Digital Content from our Website (or we give you a free trial), you are buying/receiving a licence to use it and our Digital Content Use and Licence explains what your rights and responsibilities are in relation to our Digital Content.

1 About using Digital Content

(1) Upon purchase (or as otherwise authorised by us, such as a free trial), Digital Content is accessed and downloaded directly from the Website

(2) We own all Digital Content which is subject to all Intellectual Property Rights, and when you buy from us you are purchasing the right to use Digital Content under licence (please refer to clause 4 following). This means that you must not breach any of our rights.

2 Functionality and Compatibility

The functionality and compatibility of Digital Content available from us is as follows:

- Language – English
- Duration – please refer to content description of each Digital Content product
- File type – unless the description of the Digital Content which you are downloading states otherwise:
 - Interactive Documents are in MS Word format
 - E-books, guides and non-interactive documents are in PDF format
 - Podcasts are in MP3 format
 - Videos are in MP4 format

3 How to Use Digital Content

(1) Access – To access the Digital Content you will need a personal computer or device such iPad, notebook or cell/mobile phone) with a current operating system supporting a current web browser with JavaScript and/or Adobe Flash (please check whether we need to refer to a specific version as an operating minimum) enabled and a stable internet connection. We advise if you are unsure that you check with the manufacturer of the device which you intend to use.

(2) Internet connection – you will need a reliable connection and we advise that you discuss any difficulties with your internet provider. For the best experience, use the latest version of Google Chrome, Safari, or Edge.

(3) Geographic restrictions – we do not impose any geographic restrictions but if you are outside the UK you should check accessibility with your Internet Provider

(4) Digital Rights Management – our Digital Content is subject to your licence and, other than interactive documents, may contain copy-protection technologies.

(5) To view some documents you will need software capable of viewing documents in the Portable Document Format (PDF), such as Adobe Acrobat Reader.

4 Digital Content Licence

(1) Digital Content (and its intellectual property rights) is not sold to you – instead you receive a licence to us it which means that

(a) Subject to the agreed cleared payment having been made in full by you are granted a limited, non-exclusive, world-wide, royalty-free, non-exclusive licence to download and use the Digital Content, for the purposes they were made available to you for, until the licence is terminated. This right will be for your sole use, unless you hold a Business Account and have a Business licence which is a licence for a designated number of users (total number of people who can view or use the Digital Content).

(b) You will at all times be responsible for all use of the Digital Content (and, if you are buying on behalf of an organisation you are responsible for each of the individual users) and keep it under your

effective control, maintaining adequate security measures to protect the Digital Content from access or use by any unauthorised use and/or user.

(2) Save as provided for within this licence, restrictions on your use of Digital Content include that you must not:

(a) Share, transfer or distribute the Digital Content to others nor use it on a network or in any other way where it could be used by multiple devices at the same time, other than with the licensed designated number of users where you have purchased an organisation licence to do this;

(b) Copy, sell, rent, lease, lend, license or sub-license or transfer or grant any rights whatsoever to the Digital Content;

(c) Transmit, publish, display, edit, translate, modify, reverse engineer, decompile or disassemble, frame, attempt to derive the source code of, create derivative works or otherwise alter the Digital Content without our prior written consent;

(d) Export, ship or transmit (directly or indirectly) the Digital Content or any copies or any data in the Digital Content, or any direct product thereof, to any other entity or country destination.

(3) Documents which you download from the Website are subject to the restrictions in 4(2) above. However, when you download documents you are able to adapt these for your own use. This means that you can insert text and images and adapt some of the text so that it suits your needs. However, the documents are subject to copyright and you should not remove the copyright ownership (the © and information which follows it) from the document.

5 Number of Users

(1) When you buy or receive (such as a free trial) a Licence it will either be for

- your sole use or
- for a designated number of users if you hold a Business Account and have a Business licence

(2) If you want to increase the number of users then you can purchase additional licences on our Website at <http://videotilehost.co.uk/hs/risksafetyservices/purchaseCourse.php>

(3) If you hold a licence and allow more users to access the Digital Content than you have purchased a licence for then you will be in breach of your licence with us

6 Breach

If you breach the terms of your licence then we reserve the right to immediately

- bring your licence to an end and/or
- invoice you for the additional licence fee if you allow more users to access the Digital Content than you have purchased a licence for, together with an administration charge of £100. You agree to pay any such invoice within 7 days of the date of the invoice.