

End User Purchase Agreement

RTO Revised - Digital Resource Downloads

1. Introduction

This End User Purchase Agreement ("Agreement") is made between Business Name RTO Revised, ABN: 70 229 931 664 ("Company") and the end user ("User") who purchases documents, tools or resources from the Company. By purchasing, downloading, or using the digital resources, the User agrees to the terms and conditions set forth in this Agreement.

2. Definitions

- Digital Resources: Any downloadable content, including but not limited to policies, manuals, procedures, training and assessment and professional development resources and tools.
- User: The individual or entity purchasing the Digital Resources from the Company.
- Company: Business Name RTO Revised, the provider of the Digital Resources.

3. Purchase and Payment

The User agrees to pay the purchase price for the Digital Resources as specified at the time of purchase. All payments are to be made in the manner specified by the Company. The Company reserves the right to change prices at any time.

4. License and Usage

Upon payment, the User is granted a non-exclusive, non-transferable license to download and use the Digital Resources for personal or internal business purposes only. The User may not distribute, share, or sell the Digital Resources other than to staff, students enrolled in training programs or a third party operating under an agreement formally approved by the National Register.

5. Intellectual Property

The Digital Resources and all related content are the property of the Company and are protected by copyright and other intellectual property laws. The User acknowledges that they do not acquire any ownership rights by purchasing and downloading the Digital Resources.

6. Restrictions

The User agrees not to:

- Create derivative works based on the Digital Resources.
- Use the Digital Resources in any manner that infringes on the intellectual property rights of the Company or any third party.

7. Customisation and Contextualisation

The User recognizes that these resources may need customization to reflect their own practise and procedures. It is the User's responsibility to adapt these resources as necessary to meet legal and regulatory requirements.

8. Termination

The Company reserves the right to terminate this Agreement and the User's access to the Digital Resources immediately if the User breaches any term of this Agreement. Upon termination, the User must cease all use of the Digital Resources and destroy any copies in their possession.

9. Refunds

All sales of Digital Resources are final and non-refundable, except as required by applicable law. If the User experiences any issues with the download or usability of the Digital Resources, they should contact the Company for support.

10. Limitation of Liability

To the maximum extent permitted by law, the Company is not liable for any damages arising out of or related to the use or inability to use the Digital Resources, including but not limited to direct, indirect, incidental, or consequential damages.

RTO Revised is not liable for any indirect, special, or resulting damages, loss of profits, business interruption, or any loss suffered by third parties related to this agreement.

The User is responsible for and indemnifies RTO Revised against all liabilities and costs arising from their purchase and use of these resources. RTO Revised's total liability is limited to the amount paid under this agreement.

RTO Revised offers no warranty against errors. The User agrees that RTO Revised is not liable for any claims from errors or omissions in these resources.

11. Indemnification

The User agrees to indemnify and hold harmless the Company from any claims, damages, losses, or expenses arising out of their use of the Digital Resources in violation of this Agreement.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the Company is based, without regard to its conflict of law principles.

13. Amendments

The Company reserves the right to amend this Agreement at any time. Any changes will be posted on the Company's website, and the continued use of the Digital Resources after such changes constitutes acceptance of the new terms.

If the resources are found non-compliant by the National Regulator within a year, the User can request a review of the purchased resources, which will be carried out at no cost.

14. Breaches of Terms

In the event of a breach of any terms of this Agreement by the User, the Company reserves the right to take any necessary action to protect its interests. This may include, but is not limited to, the immediate termination of this Agreement and any associated licenses, the suspension or revocation of access to the Digital Resources, and the pursuit of legal remedies to recover any damages incurred. Additionally, the User acknowledges that any breach of this Agreement may result in the forfeiture of any fees paid for the Digital Resources without entitlement to a refund.

Upon notification of a breach, the User must cease all use of the Digital Resources and return or destroy any copies in their possession, providing evidence of such destruction to the Company if requested. The Company may also impose additional penalties or restrictions on future access to its products and services as deemed appropriate.

Furthermore, the Company may disclose any information related to the breach to relevant regulatory authorities or third parties as required by law or for the protection of the Company's rights and interests.

15. Entire Agreement

This Agreement constitutes the entire agreement between the User and the Company regarding the purchase and use of the Digital Resources and supersedes all prior agreements and understandings, whether written or oral.

16. Contact Information

If the User has any questions or concerns about this Agreement, they should contact the Company at the provided contact details.

By purchasing and downloading the Digital Resources, the User acknowledges that they have read, understood, and agree to be bound by this Agreement.



Anne McDiarmid

RTO Revised

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