

## CPA AUSTRALIA LTD E-LEARNING PRODUCTS

### END USER LICENCE AGREEMENT AND PRIVACY STATEMENT

#### A) END USER LICENCE AGREEMENT

These eLearning Learning Terms and Conditions are applicable prior to Friday 20 November 2015. For updated terms and conditions, view our [eLearning terms](#) page.

This End User License Agreement (**EULA**) is a legal agreement between you and CPA Australia Ltd ACN 008 392 452 (**CPA Australia**), and governs the CPA Australia My Online Learning Products made available to you on this site (or through workshops, e-learning CD ROM and paper-based products), which may include courses and courseware, libraries, clinics, software, code, scripts, schemas, templates, slides, instructions, associated media, Internet-based services, support services, and related printed or electronic documentation (**Products**). By installing and/or using the Products, you agree to the terms of this EULA (**Terms**). Please read the Terms carefully and in full prior to completing the installation process and using the Product. If you do not agree with the Terms please do not install or use the Product.

#### 1. General Use Rights

##### 1.1 Upon:

- (a) payment of the license fee for the Product specified by CPA Australia at the point of purchasing the licence for the Product (**Licence Fee**); or
- (b) in the event that the Product is not provided for a Licence Fee, then upon downloading, installing or using a Product (**Download**) (whichever comes first),

you are granted a revokable, non-transferable, non-exclusive and limited licence (**Licence**) to use the Product for your personal training use only and strictly in accordance with these Terms, for the term of the Licence (**Licence Term**) commencing on the date that you purchase the Licence for the Product or Download the Product, whichever is applicable.

##### 1.2 You may:

- (a) install and use the Product on a single computer; or
- (b) install and store the Product on a storage device, such as a network server, used only to install the Product on your other computers over an internal network, provided you have a license for each separate computer on which the Product is installed and run.

##### 1.3 You must **NOT**:

- (a) share the Licence, or the contents of the Product, with others;
- (b) install or use the Product concurrently on more than one computer or other electronic devices without the separate relevant licences; or
- (c) access or use the Product via a server or network storage device, including without limitation through Citrix and Citrix-type environments, except solely for the purposes of installing the Product on a computer in accordance with clause 1.2(a).

1.4 You agree that CPA Australia may, upon reasonable notice to you, audit your use of the Product for compliance with these Terms. In the event that such audit reveals any use of the Product by you other than in full compliance with these Terms, you shall reimburse CPA Australia for all reasonable expenses related to such audit in addition to any other liabilities CPA Australia incurs as a result of such non-compliance.

1.5 Prior to acquiring a Licence to the Product, you must ensure that you have the requisite computer hardware and software requirements and configuration that is required to successfully run and install the Program. You will not be entitled to a refund of the Licence Fee and to the extent permitted by law, CPA Australia will not be responsible or

liable for any claim, loss or expense that you may suffer as a result of not being able to install and/or run the Program.

#### 2. Limitations

##### 2.1 You must **NOT**:

- (a) make or distribute copies of the Product, or electronically transfer the Product from one computer to another or over a network;
- (b) alter, digitize, merge, modify, adapt or translate the Product, or decompile, reverse engineer, disassemble, or otherwise reduce the Product to a human-perceivable form;
- (c) sell, transfer, rent, lease, licence or sub-licence the Product;
- (d) broadcast, transmit or otherwise display in a public forum or any venue not restricted to you, the Product or any part of the Product;
- (e) post the Product or part of the Product on any website;
- (f) assign and/or novate any rights and obligations under these Terms;
- (g) modify the Product or create derivative works based upon the Product;
- (h) use the Product for commercial purposes; or
- (i) use the Product to develop any product having the same primary function as the Product.

2.2 You acknowledge and agree that (i) the Product may include technical inaccuracies or errors, and (ii) the party permitted to make changes to the Product (whether CPA Australia or the supplier of the Product (**Supplier**)) may make improvements or other changes in the Product at any time.

2.3 CPA Australia makes no warranty as to the accuracy or completeness of any information in contained in the Program.

2.4 You acknowledge that any information in the Program is intended to be a guide only. You should not act solely on the basis of the information contained in the Program as parts may be generalised and the application of exercises, examples and case studies may vary from organisation to organisation and may apply differently to different people and circumstances.

#### 3. Upgrades

3.1 If the copy of the Product is an upgrade from an earlier version of the Product, you must possess a valid full License to a copy of an earlier version of the Product used to upgrade to this upgrade copy in order to install and/or use this upgrade copy, and the upgrade copy is provided to you on a License exchange basis. You agree by your

installation and use of such copy of the Product to voluntarily terminate your earlier agreement and uninstall, destroy and cease using the earlier version of the Product and must not transfer it to another person or entity.

#### **4. Ownership**

4.1 CPA Australia and its Supplier(s) retain all right, title and interest, including all copyright and intellectual property rights, in and to, the Product (as an independent work and as an underlying work serving as a basis for any application the Customer may develop), and all copies thereof. All rights not specifically granted in these Terms are reserved by CPA Australia and its Supplier(s).

#### **5. Links to This Party Sites**

5.1 You may link to third party sites through the use of the Product. The third party sites are not under the control of CPA Australia, and CPA Australia is not responsible for the contents of any third party sites, any links contained in third party sites, or any changes or updates to third party sites. CPA Australia is not responsible for webcasting or any other form of transmission received from any third party sites. CPA Australia is providing these links to third party sites to you only as a convenience, and the inclusion of any link does not imply an endorsement by CPA Australia of the third party site.

#### **6. Additional Licensed Content/Services**

6.1 These Terms apply to any updates, supplements, add-on components, or Internet-based services components, of the Product that CPA Australia may provide to you or make available to you after the date you obtain your initial copy of the Product, unless CPA Australia provides other terms with the update, supplement, add-on component, or Internet-based services component. CPA Australia reserves the right to discontinue any Internet-based services provided to you or made available to you through the use of the Product.

#### **7. Intellectual Property**

7.1 You must not remove or modify any copyright notice on the Product nor register any copyright based on the Product.

7.2 You must not use any of CPA Australia's or its Supplier(s)' trademark(s) (**Trademark**), nor register in any country any Trademark, or any mark confusingly similar to the Trademark, whether along or in combination with the Trademark.

#### **8. Security**

8.1 You must use your best endeavours to ensure that the Product is protected at all time from access, use or misuse, damage or destruction by any person not authorised to use the Product pursuant to these Terms.

#### **9. Termination**

9.1 Without prejudice to any other rights, CPA Australia may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the Product and all of its component parts and you will not be entitled to a refund of the License Fee already paid by you.

9.2 The following provisions of this EULA will survive any termination: All definitions and clauses 7, 10, 11, 12, 13 and this clause 9.2.

#### **10. Warranties and Exclusions**

Provisions of the Competition and Consumer Act 2010 and other laws in force from time to time in Australia may imply guarantees, warranties, conditions and impose

obligations on CPA Australia and its Supplier(s) ("**Implied Terms**"). If the Implied Terms apply, to the extent permitted by law, CPA Australia's liability will be limited at its option to the resupply, repair or replacement of the Product or the cost of such resupply, repair or replacement. Subject to the Implied Terms all representations, guarantees, conditions and warranties of any nature are expressly excluded. Nothing in this clause excludes, restricts or modifies your rights under an Implied Term.

#### **11. Exclusion of Incidental, Consequential and Certain Other Damages**

11.1 Subject to any Implied Term CPA Australia will not be liable to you for any indirect or consequential loss, loss of profit (whether based on contract, tort (including negligence), statute or any other legal theory) or loss of revenue arising in connection with these Terms, the Product, any software for the Product or any support services for the Product.

#### **12. Limitation of Liability and Remedy**

12.1 Subject to any Implied Term and to the full extent permitted by any applicable law, the cumulative total liability of CPA Australia and/or any of its Suppliers under these Terms (regardless of the basis of the claim or action, including negligence and gross negligence) will not exceed the greater of two (2) times the License Fee for the Product paid to CPA Australia or the amount of AU\$100.

#### **13. Your indemnity**

13.1 You will indemnify CPA Australia, its directors, employees, contractors and agents from and against all damages, losses, claims and expenses:

(a) in the event that your act or omission causes or contributes to CPA Australia breaching its obligations with the Supplier of the Product;

(b) as a result of your use of the Product, including but not limited to, any modification by you of the Product (whether done with CPA Australia's consent or otherwise) which causes the Product to infringe the intellectual property rights of a third party (including the Supplier(s)).

#### **14. Variation of the Terms**

14.1 CPA Australia reserves the right to amend these Terms from time to time without notice to you and you will be subject to the Terms in force at the time you purchase the Licence for the Product or Download the Product whichever is applicable.

#### **15. General Conditions**

15.1 The failure, delay, relaxation or indulgence on the part of a party in exercising, in part or whole, any power, right or remedy conferred upon that party by these Terms shall not operate as a waiver of that power, right or remedy.

15.2 If any provision of these Terms is invalid or not enforceable by a court of competent jurisdiction, the relevant Term is to be read down and shall otherwise be capable of being severed to the extent of the invalidity or unenforceability without affecting the remaining provisions of these Terms.

15.3 These Terms are governed by and are to be construed in accordance with the laws in force in Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria and waives any objection that it may have that proceedings have been brought in an inconvenient forum.

## **B) PRIVACY STATEMENT**

CPA Australia is committed to protecting your privacy and the confidentiality and the security of personal information provided by you. The personal information you provide is necessary to process your registration form which may include updating your record and profile information. We may use your personal information to contact you about professional development and associated events, the CPA Program, provide you with the latest news as in CPA Update, to conduct analysis or market research to identify the ongoing needs of registrants, how to become a member of CPA Australia and to generally provide you with information on services and benefits. Personal information provided by you may be disclosed to external organisations that we engage for certain business functions such as our mailing houses, printers, technology service providers and marketing and communications agencies. Your personal information may be transferred or stored outside the country where the information was collected for the purposes stated above.

You have the right to access or correct any personal information we hold about you (subject to any applicable legal exceptions) and can do this via the "Update my profile" service on our website at [cpaaustralia.com.au](http://cpaaustralia.com.au). You can use this service to opt out of receiving further communications from us. For more information on CPA Australia's Privacy Policy, visit our website.