Single User Licence Agreement for Equality and Diversity UK Ltd training materials

Updated 26th May 2010

INTRODUCTION

This training material is made available to you only for internal use within your organisation. If you require training material to be published on an Intranet or other internal computer system and/or for external use and/or in the course of a commercial training project, please contact us and request details of our training material licensed under our Extended Licence Agreement.

Agreement

All Equality and Diversity UK Ltd material and any associated documentation is protected by copyright and other intellectual property laws and treaties. It is extremely important that you respect the terms of this Licence Agreement. Failure to respect these terms will violate this Agreement and prejudice your ability in the future to obtain training material from Equality and Diversity UK Ltd and may leave you open to legal action.

Downloading, accessing or using any Equality and Diversity UK Ltd material constitutes your acceptance of these terms and conditions.

IMPORTANT: This Equality and Diversity UK Ltd Single User Licence Agreement (hereinafter "Licence") is a legal agreement between you (either an individual or a single entity) and Equality and Diversity UK Ltd (hereinafter "Licensor") for the Equality and Diversity UK Ltd material accessed under this Licence, (hereinafter "Material"). By exercising your rights to use the Material, you agree to become a party to and be bound by the terms of this licence. If you do not agree to the terms of this Licence, you may not use the Material.

TERMS OF THE LICENCE AGREEMENT

The Material is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Material is licensed, not sold.

- **1. GRANT OF LICENCE**. This Licence grants you the following rights:
- 1.1 A non-exclusive and non-transferable licence to use the Material for internal training purposes within a single business entity.
- 1.2 Copying the Material. You may make as many copies of the material as you may require from time to time for the sole purpose of internal training within a single business entity.
- **2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.** Except as otherwise expressly permitted in this Agreement, you may not:
- 2.1 Make any copies of the Material.
- 2.2 Modify or create any derivative works of the Material other than for internal use within a single business entity
- 2.3 Redistribute, lend, sell, rent, lease, sublicense, or otherwise transfer rights to the Material
- 2.4 Remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols, tags or labels on the Material; or
- 2.5 Broadcast the Material.
- **3. TERMINATION**. Without prejudice to any other rights, Licensor may terminate this Agreement if you fail to comply with any of its terms and conditions. Upon termination, you must destroy all copies of the Material.
- **4. COPYRIGHT**. All title and copyrights in and to the Material (including but not limited to any images, photographs, animations and text incorporated into the Material), the accompanying printed materials, and any copies of the Material are owned by Licensor and/or made available to the Licensor under licence.
- **5. PROPRIETARY RIGHTS**. The Material is protected by copyright and other intellectual property laws and by international treaties. Therefore, you must treat the Material like any other copyrighted material.

- 5.1 Title, ownership rights, and intellectual property rights in the Material (including but not limited to any images, photographs, animations and text incorporated into the Material) shall remain in Licensor and/or others where provided under licence.
- 5.2 You acknowledge such ownership and intellectual property rights and will not take any action to jeopardize, limit or interfere in any manner with Licensor's orothers' ownership of or rights with respect to the Material.
- 5.3 You agree, at your expense, to defend and hold Licensor, its affiliates and other rights holders harmless from any and all costs, damages and reasonable legal fees resulting from any claim that your use of the Material has injured or otherwise violated any right of any third party or violates any law.
- **6. LIMITED WARRANTY. NO WARRANTIES**. Licensor expressly disclaims any warranty for the Material. The Material and any related documentation is provided "as is" without warranty of any kind, either express or implied, including, without limitation, the implied warranties or merchantability, fitness for a particular purpose, or non-infringement. The entire risk arising out of use or performance of the Material remains with you. This disclaimer of warranty constitutes an essential part of this agreement. No use of the Material is authorised hereunder except under this disclaimer.

NO LIABILITY FOR CONSEQUENTIAL DAMAGES.

In no event shall Licensor or its suppliers be liable for any damages whatsoever (including, without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses) arising out of the use of or inability to use the Material, even if Licensor has been advised of the possibility of such damages. Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

7. MISCELLANEOUS

- 7.1 This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof.
- 7.2 This Agreement may be amended only by a writing signed by both parties.

- 7.3 Except to the extent applicable law, if any, provides otherwise, this Agreement shall be governed by the laws of England and the English Court's jurisdiction, excluding its conflict of law provisions.
- 7.4 This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods.
- 7.5 If any provision in this Agreement should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from this Agreement if no such modification is possible, and other provisions of this Agreement shall remain in full force and effect.
- 7.6 A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof.
- 7.7 The provisions of this Agreement which require or contemplate performance after the expiration or termination of this Agreement shall be enforceable notwithstanding said expiration or termination.
- 7.8 You may not assign or otherwise transfer by operation of law or otherwise this Agreement or any rights or obligations herein.
- 7.9 This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and permitted assigns.
- 7.10 Neither party shall be in default or be liable for any delay, failure in performance (excepting the obligation to pay) or interruption of service resulting directly or indirectly from any cause beyond its reasonable control.
- 7.11 The relationship between Licensor and you is that of independent contractors and neither you nor your agents shall have any authority to bind the Licensor in any way.
- 7.12 The Licensor may change the terms of this Agreement from time to time. By continuing to use the Material beyond a period of 30 days after notice of such change has been provided on a public website of Licensor or its affiliate for the first time, you signify your consent to the revised terms.