



## End User Licence Agreement for “Hearing Conservation e-learning from HSL and 3M”.

IMPORTANT PLEASE READ THE TERMS AND CONDITIONS OF THIS LICENCE AGREEMENT CAREFULLY BEFORE ORDERING OR DOWNLOADING ANY CONTENT FROM THE HEALTH AND SAFETY LABORATORY WEBSITE:

### INTRODUCTION

This End-User Licence Agreement ("EULA") is a legal agreement between you (either an individual or a single business entity) and the Health & Safety Laboratory, for the Health & Safety Laboratory software product(s) identified above which may include associated software components, media, printed materials, and "online" or electronic documentation ("HEARING CONSERVATION e-learning").

HEARING CONSERVATION e-learning was jointly developed by the Health and Safety Laboratory and 3M United Kingdom plc under a Commercial Collaboration Agreement (CCA). The Health and Safety Laboratory duly warrant that, under the terms of that CCA, it has the authority to enter into and administer this EULA on behalf of itself and 3M United Kingdom plc.

The Health and Safety Laboratory (hereinafter referred to as "the Licensor") license use of HEARING CONSERVATION e-learning to you on the basis of this EULA. HEARING CONSERVATION e-learning is licensed, not sold. HEARING CONSERVATION e-learning is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Health and Safety Laboratory and 3M United Kingdom plc remain joint owners of HEARING CONSERVATION e-learning at all times.

By ordering the software product, accessing online or otherwise using HEARING CONSERVATION e-learning, you agree to be bound by the terms of this EULA. This EULA represents the entire agreement concerning the software product between you and the Licensor, and it supersedes any prior proposal, representation, or understanding between the parties. The terms of this EULA shall also override and take the place of any other (contradictory) terms that may be present in your Purchase Order or other supply terms you may refer to. If you do not agree to the terms of this EULA, do not access or use HEARING CONSERVATION e-learning.

As a consumer you have the right, prior to any access or use of HEARING CONSERVATION e-learning, to withdraw from the transaction without any payment being due and without any requirement to declare a reason. However, once you begin to access or use HEARING CONSERVATION e-learning you will lose the right to cancel and a payment will be due. This does not affect your consumer rights should HEARING CONSERVATION e-learning prove to be defective.

You should print a copy of this EULA for your future reference.

### 1. OPERATING SYSTEM REQUIREMENTS AND ASSUMPTIONS.

HEARING CONSERVATION e-learning is designed as an online e-learning package which may be accessed via various different internet-enabled devices and platforms. It is assumed that you own, or have obtained suitable permissions from the owner of, any device(s) that you may use to access HEARING CONSERVATION e-learning. It is also assumed that you have obtained suitable licences for any browser or other software that you may use to access HEARING CONSERVATION e-learning via the internet.

The accessing and use of HEARING CONSERVATION e-learning may depend upon the speed and availability of your internet connection. You may be charged by your service provider for internet access whilst using HEARING CONSERVATION e-learning, particularly if using a mobile telephone, handheld device or other mobile platform.

### 2. GRANT OF LICENCE.

In consideration of payment by you of the agreed licence fee and you agreeing to abide by the terms of this EULA, the Licensor grants to you a non-exclusive, non-transferable licence to access and use HEARING CONSERVATION e-learning under the terms of this EULA. The Licensor reserves all other rights.



**(a) Access and Use.**

You may access and use HEARING CONSERVATION e-learning on your device(s). Access or logon details provided to you by the Licensor are personal to you and may only be used for personal purposes (if you are an individual consumer) or your internal business purposes (if you are a business consumer).

Access is granted on a perpetual basis, with no restriction on the number of times you may access and use HEARING CONSERVATION e-learning provided you do not breach the terms of this EULA.

**3. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.**

**(a) Copy.**

You may not copy or print any of the material or content within HEARING CONSERVATION e-learning, or view or use such material or content outside of the usual method of access, except where such copying or printing is permitted as a part of the normal use of the software program. Where such copying or printing is permitted, you must not remove or alter any copyright notices on any and all material or content within HEARING CONSERVATION e-learning.

**(b) Distribution.**

You may not rent, lease, sub-licence, loan or otherwise distribute access to HEARING CONSERVATION e-learning to third parties via transfer of logon details, by allowing their use by unlicensed persons, or by any other means.

**(c) Commercial Use.**

You may not access or use HEARING CONSERVATION e-learning for the purpose of offering a commercial service or any other commercial use.

**(d) Modification**

You may not translate, merge, adapt, vary or modify material or content within HEARING CONSERVATION e-learning without the express written permission of the Licensor.

**(e) Prohibition on Reverse Engineering, Decompilation, and Disassembly.**

You may not reverse engineer, decompile, or disassemble HEARING CONSERVATION e-learning, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

**(f) Support Services.**

The Licensor may provide you with support services related to HEARING CONSERVATION e-learning ("Support Services"). Any supplemental software code provided to you as part of the Support Services shall be considered part of HEARING CONSERVATION e-learning and subject to the terms and conditions of this EULA.

**3. TERMINATION.**

Without prejudice to any other rights, the Licensor may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event you must destroy or return all access and login details for HEARING CONSERVATION e-learning that may have been issued to you. Furthermore you must immediately cease all activities authorised by this EULA, including making any further attempt to access or use HEARING CONSERVATION e-learning, and all rights granted to you under this EULA shall cease.

**4. COPYRIGHT.**

All title, including but not limited to copyrights, in and to HEARING CONSERVATION e-learning is owned by the British Crown and its collaborators, and are administered by the Licensor under a Delegation of Authority granted by the Controller of Her Majesty's Stationery Office (dated 26<sup>th</sup> June 2008). All title and intellectual property rights in and to the material and content which may be accessed through use of HEARING CONSERVATION e-learning is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants you no rights to use such content other than in accordance with the terms herein. All rights not expressly granted are reserved by the Crown.

**5. NO WARRANTIES.**

The Licensor expressly disclaims any warranty for HEARING CONSERVATION e-learning. HEARING CONSERVATION e-learning is provided 'As Is' without any express or implied warranty of any kind, including but not limited to any warranties of merchantability, noninfringement, or fitness of a particular purpose. You acknowledge that HEARING CONSERVATION e-learning has not been provided or developed to meet your specific individual requirements, and that it is therefore your responsibility to ensure that the content as described on the Licensor's website, and the application or use thereof, is appropriate to meet your requirements.



The Licensor does not warrant or assume responsibility for the accuracy or completeness of any information, text, graphics, links or other items contained within HEARING CONSERVATION e-learning. The Licensor makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb, or other such computer program. The Licensor further expressly disclaims any warranty or representation to Authorized Users or to any third party.

Any information or content provided on or in relation to HEARING CONSERVATION e-learning by the Licensor or 3M United Kingdom plc, or otherwise, are for general guidance only and no reliance should be placed on such information. It is ultimately the responsibility of the employer to select the most appropriate controls and PPE based on a full risk assessment.

## **6. LIMITATION OF LIABILITY.**

In no event shall the Licensor be liable for any damages (including, without limitation, lost profits, business interruption, or lost information) rising out of 'Authorized Users' use of or inability to use HEARING CONSERVATION e-learning, even if the Licensor has been advised of the possibility of such damages. In no event will the Licensor be liable for loss of data or for indirect, special, incidental, consequential (including lost profit), or other damages based in contract, tort or otherwise. The Licensor shall have no liability with respect to the content of HEARING CONSERVATION e-learning or any part thereof, including but not limited to errors or omissions contained therein, libel, infringements of rights of publicity, privacy, trademark rights, business interruption, personal injury, loss of privacy, moral rights or the disclosure of confidential information.

Notwithstanding the above the Licensor's maximum aggregate liability under or in connection with this EULA whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to the licence fee paid. Nothing in this EULA shall limit or exclude the Licensor's liability for death or personal injury resulting from its negligence, fraud or fraudulent misrepresentation, any other liability that cannot be excluded or limited by English law.

## **7. CONTACTING US.**

If you wish to contact the Licensor in writing, or any condition of this EULA requires you to give written notice, you can send this by email or by prepaid post to:

Product Support team, Health and Safety Laboratory, Harpur Hill, Buxton, Derbyshire, SK17 9JN, United Kingdom.

Email to: [productsupport@hsl.gsi.gov.uk](mailto:productsupport@hsl.gsi.gov.uk)

## **8. MISCELLANEOUS TERMS.**

### **(a) Marketing Communication.**

By registering for this content you consent to receiving future marketing communications from the Licensor and 3M United Kingdom plc including product or service launch information. Users can unsubscribe from marketing communications at any time by clicking on the unsubscribe link provided or by email to [productsupport@hsl.gsi.gov.uk](mailto:productsupport@hsl.gsi.gov.uk).

### **(b) Severability.**

Each of the conditions of this EULA operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

### **(c) Governing Law.**

This EULA, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. The courts of England and Wales shall have jurisdiction to settle any claim or dispute and their judgement will be binding and conclusive.

**You should print a copy of this Licence for your future reference.**