



Additional Terms and Conditions for Digital e-Learning Products

This document outlines the Additional Terms and Conditions applicable to the purchase and use of Qualsafe Limited (**Qualsafe**) Digital e-Learning Products. These Terms and Conditions are in addition to the standard Qualsafe Terms and Conditions that can be found here:

<https://www.qualsafe.com/pages/Terms-and-Conditions.html>

Purchasing and Licencing

Upon the purchase of a Qualsafe Digital e-Learning Product (the **Product**), Qualsafe will grant the Customer a Licence to access and use the Product (the **Licence**). In granting this Licence, the Customer is afforded the right to reassign this Licence to an individual person (**Learner**) to facilitate access to the Product for the purposes of personal learning. The Customer may only reassign a single Licence to an individual Learner and must not attempt to reassign any Licence to multiple individuals.

The Licence granted is limited, revocable, non-exclusive, non-sublicensable and non-transferable, and is issued under the Terms and Conditions as outlined in this document.

General Terms and Conditions

Qualsafe develops, makes available, distributes and maintains Digital e-Learning Products and grants the Customer a Licence for use which may be reassigned to a Learner. Qualsafe also provides log in details to Learners who have been reassigned a Licence by the Customer and will manage Learner access to the Product. Once the Customer has reassigned a Licence to a Learner and that Learner has logged in to the Qualsafe Portal (using the details provided), the Product purchase becomes non-refundable.

The Learner and the Customer understand and accept that Qualsafe provides the Product 'as is' and without any warranties, whether express or implied, except those that cannot be excluded under statute. Qualsafe does not warrant that the Product will be error free, including technical inaccuracies or malfunctions. Qualsafe shall not be liable to the Customer or Learner whether in contract, tort (including negligence) or otherwise for any loss of profit; anticipated profits; revenues; anticipated savings; goodwill or business opportunity; or for any indirect or consequential loss or damage whatsoever or for any failure or malfunction of the Product. Qualsafe's aggregate liability to the Customer or Learner whether in contract, tort (including negligence) or otherwise shall in no circumstances exceed the total sum paid or payable by the Customer for the Licence.

When purchasing the Product the Customer agrees not to copy, modify, transmit, distribute or in any way exploit any part of the Product or any other copyrighted materials. The Customer shall not permit anyone else to copy, use, modify, transmit, distribute or in any way exploit the Product or any other copyrighted materials.

All rights, title and interest in intellectual property rights relating to the Products including copyright, patents, trademarks, trade secrets, improvements, developments, proprietary information, know-how, processes, methods, business plans or models (including computer software and preparatory and design materials thereof) and all other intellectual property (whether registered or not) developed or created from time to time shall exclusively be owned by Qualsafe and there shall be no transfer of ownership of the same in any way.

All other trademarks, service marks and trade names in this material are the marks of the respective owners and any unauthorised use is prohibited.