

## **CCH Learning Terms of Use**

**PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE.**

Welcome to CCH Learning. Use of this Site is governed by these Terms. Capitalised words and phrases used in these Terms have special meanings which are defined in the 'Definitions' section at the end of this document.

This Site is owned and operated by CCH Australia Limited (a subsidiary of Wolters Kluwer). The Content accessible via or on it is owned by CCH Australia Limited and its Related Companies and partners (collectively referred to as "CCH", "CCH Australia", "we", "us" or "our").

### **Terms of use**

By using this Site, you agree to the Terms. If you are a Subscriber User, by using this Site you also represent that you are an Authorised User and agree to the Subscriber Terms. If you do not agree to the Terms, you must not use the Site.

We may change any of the Terms at any time and will give you notice of any such change by email or by posting notice of the changes on the Site. Please check the Terms periodically for changes. Your continued use of the Site following the notification of changes to the Terms will mean you accept those changes.

### **Your use of the Service**

#### ***Subscriber Users***

In consideration of payment of the fees, CCH grants Subscriber Users a non-transferable, non-exclusive licence during the Subscription Term to, solely for the purposes of research or study:

- access and use the Service;
- view video and webinar Content; and
- download one copy of workbooks and transcripts related to video and webinar Content you access for your use only (and provided you keep intact all copyright and other proprietary notices).

After the end of the Subscription Term, Subscriber Users will be able to access their account to obtain records of Content they have previously viewed or downloaded, but will not be able to view or download any Content..

#### ***Transactional Users***

If you are a Transactional User, CCH grants you a non-transferable, non-exclusive licence to, solely for the purposes of research or study:

- access and use, and view video and webinar Content, for which you pay; and
- download one copy of workbooks and transcripts related to video and webinar Content you access for your use only (and provided you keep intact all copyright and other proprietary notices).

That licence is not time limited but is subject to our right to change the Content available on the Service from time to time.

### **All users**

You may also perform acts in relation to Content that are specified in the Copyright Act 1968 (Cth) as acts that do not constitute infringement of copyright.

All other rights are expressly reserved and, except to the extent of the rights granted to you, you must not adapt, copy, reproduce, republish, upload, post, perform, transmit or distribute in any way Content.

You must not, and you must not assist, facilitate or authorise any third party to:

- copy, transfer, publish, rent, reproduce, record, transmit, frame, reverse engineer, decrypt, decompile, disassemble, alter or commercially exploit the Service or any Content; or
- sell or make any charge for using any part of the Service or Content.

All trademarks, service marks, trade names, and logos, including page headers, custom graphics, button icons, and scripts (collectively, the “Trademarks”) used and displayed on or in the Services are registered and unregistered trademarks, service marks and/or trade dress of CCH or its licensors, and you may not copy, imitate or use the Trademarks, in whole or in part, for any purpose. No license or other right to use any Trademark used or displayed on or in the Service is granted to you.

You must not, and must not attempt to:

- interfere with or disrupt the Service or any Content, or any servers or networks connected to the Service or the Site; or
- transmit during access to the Service anything that contains, or may contain, a virus or other property that may be contaminating or destructive to the Service or any Content.

### **Access Credentials**

You will be given or will generate Access Credentials for your use of the Service. You must not disclose your Access Credentials to anyone else or otherwise allow any other person to use your Access Credentials. You will be responsible for all access to, and use of, the Service using your Access Credentials, even if not authorised by you. If you believe that your Access Credentials have been lost or stolen, or that an unauthorised person has or may attempt to use the Services, you must immediately notify us.

### **Content**

We may change the Content available on the Service from time to time without giving you notice. We do not give any guarantee that any specific content will be included or available. For example, we may remove Content if it is out of date because of changes to laws. Any opinion that may be stated in Content is the opinion of the individual or organisation making it and not of CCH.

CCH is not engaged in rendering legal, accounting or other professional services. The Content is general information with respect to common legal and professional issues and does not constitute legal or professional advice, nor is it conveyed or intended to be conveyed in the

course of any adviser-client relationship.

CCH provides no warranties or representations regarding the accuracy, currency or completeness of Content. You are solely responsible for any decisions or advice made or given as a result of the use of any Content.

### **Fees and taxes**

Unless you are a Subscriber User, you must pay the fees for the Service in accordance with the process set out on the Site.

All fees and charges payable under this Agreement include goods and services tax which will be separately itemised as required on the invoices (but exclude all other relevant taxes). You must pay any such taxes in addition to the fees.

### **Limitations and Exclusions**

CCH does not warrant or represent that the Site, Content or any links to third party content, will operate on a continuous or fault free basis, or will be completely secure or private all of the time, or will be free from viruses or other harmful features – even though CCH takes reasonable measures to avoid or mitigate these types of issues.

The Service may present links to third-party websites not owned or operated by us. We are not responsible for the availability of these sites or their contents. We do not, recommend or endorse the content of any third-party websites. You acknowledge that you access and use any third-party websites at your own risk, and your dealings with, or participation in promotions by, any third parties on or through the Service are solely between you and such third party. You agree that we shall not be responsible or liable for any loss or damage of any kind incurred by you as the result of any such dealings or as the result of the presence of such third parties on the Service.

CCH will use reasonable endeavours to restore any service outages as soon as reasonably possible, but is unable to guarantee any particular time frame for resolution of issues.

The Service is provided to you using your internet connection. The quality and availability of the Service may be affected from time to time by factors that are outside of our reasonable control, such as technical faults in the network of your internet service provider. We are not responsible for your Service being suspended, interrupted or not available for these reasons. You are responsible for all costs charged by your internet service provider in relation to your internet service and your use of the Service.

### **Privacy**

By using the Service, you consent to us collecting, using and disclosing your personal information on the terms of the **CCH Privacy Policy**. We may collect, use and disclose your personal information to Related Companies and Content providers.

## **Suspension and termination**

We may immediately suspend or restrict your use of all or any of the Service if:

- reasonably necessary for technical or operational reasons;
- we have been directed to by a Content provider;
- we reasonably believe that the Content may no longer be secure, or is being used in breach of this Agreement;
- any payments owed to us have not been paid by their due date;
- you breach any other terms of this Agreement;
- we consider that you have committed or may be committing any unlawful or fraudulent activity against us or against any other person or organisation through your or their use of the Service; or
- we are required to do so by law or to comply with (or manage our compliance with) a notice, order, direction or request of a regulator or emergency services organisation.

### ***For Subscriber Users:***

- We may terminate the Subscriber Terms and this Agreement at any time by giving you notice. Except to the extent that the Service is suspended or restricted for the reasons specified above, if we terminate the Subscriber Terms and this Agreement you will have access to the Service for the remainder of the Subscription Term already paid for, but the Subscription Term will not automatically be renewed.
- You may terminate this Agreement at any time by notifying us and your rights to use the Service will cease at the end of the current Subscription Term.

## **Liability**

Nothing in this Agreement excludes, restricts or modifies any rights that you have under existing laws or regulations, including the Competition and Consumer Act 2010 (Cth) and fair trading laws. Our services provided to you under this Agreement come with guarantees that cannot be excluded under the Australian Consumer Law set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth). You may be entitled to a resupply or refund for a major failure and for compensation for any other loss or damage it causes.

Apart from any rights you have that cannot be lawfully excluded, we do not make any promises or assurances to you about the Service and/or this Agreement. To the maximum extent permitted by law, all other terms, conditions and warranties, whether express or implied by legislation or the common law or otherwise relating to the provision by us of the Service or otherwise in connection with this Agreement are expressly excluded, including warranties of merchantability, fitness for a particular purpose, non-infringement, data accuracy or informational content.

CCH is not liable to you in any way for any special, incidental, punitive, indirect or consequential loss or damage, or for any business interruption or loss of profit, revenue, or data under any form of action, whether based in contract, tort (including negligence) or any other legal theory. In respect of any loss for which we may be liable to you under any form of action, whether based in contract, tort (including negligence) or any other legal theory, our liability to you for all claims will at all times be limited in the aggregate to the amount which you have paid to us in the six month period preceding the date of any claim by you (or if a series of related claims, then prior to the first of those claims).



You indemnify us against any and all liability, loss, damage, cost or expense suffered or incurred by us, any of our Related Companies or any of their respective officers, agents, employees, contractors and subcontractors (“indemnified persons”) related to:

- your performance of services for your clients;
- your unauthorised use of any Content; or
- your input, upload or posting of any data or content to any Service, unless the liability, loss, damage, cost or expense is caused by the wilful default, negligence or breach of this Agreement or any law by an indemnified person.

CCH will not be liable to you or any other person to the extent that any liability arises from or in connection with the suspension or restriction to the Service in accordance with this Agreement or any interruption or delay to the Service caused by matters outside our reasonable control.

### **Notices and Revisions**

If we give you any notice that is required under this Agreement, we shall give it to you by electronic communication (including via the Site).

We may send notices to you using the contact details you have given us. You must provide us with accurate, true and correct contact details and you must keep this information up to date.

### **General**

Any disclaimers or exclusions or limitations of liability by CCH in these terms are made by CCH on behalf of, and for the benefit of, CCH, all Related Companies, all Content providers and their respective officers, agents, employees, contractors and subcontractors.

This Agreement will be governed by and construed in accordance with the laws for the time being in force in the State of New South Wales, Australia and the parties irrevocably submit to the exclusive jurisdiction of the Courts of that State.

No act or omission of a party will waive any right of that party other than a written waiver signed by the party waiving the right.

In relation to its subject matter this Agreement constitutes the entire Agreement between the parties and supersedes any prior understanding or agreement between the parties. This Agreement may only be amended in writing signed by both parties.

We can transfer our rights and obligations under this Agreement to any company, firm or person. We can only do this if it does not affect your rights under this Agreement. You may not transfer your rights or obligations under this Agreement to anyone else, without our consent.

This Agreement is personal to you and no third party is entitled to benefit under this Agreement. All or any part of any term of this Agreement that is found to be unfair or unenforceable will be treated as deleted and the remainder of the terms will continue to govern each of our respective obligations going forward.

## **Definitions**

**Access Credentials** means any unique username and password that are used by you to access and use the Service.

**Agreement** means the agreement between us for the provision and use of the Service governed by the Terms.

**Content** means all learning and research content available on or through the Site and includes:

- (a) live and interactive and pre-recorded web-based online seminars and events;
- (b) course materials, elearning products, question banks, course notes and any other materials supporting a seminar or event; and
- (c) any other text, documents, presentations, videos and visual images.

**Subscriber Terms** means the subscription agreement between us and your employer or yourself.

**Subscriber User** means a person that is authorised to access and use the Service under a set of Subscriber Terms.

**Transactional User** means a person that is not a Subscriber User and that accesses the Service by paying the required fees and taxes at time of use.

**Related Companies** means related bodies corporate (as that term is defined in the Corporations Act 2001 (Cth)) of CCH

**Service** means the provision of access to and use of the Site and Content.

**Site** means the CCH Learning site.

**Subscription Term** means an initial term of 12 months, continuing on the basis of rolling 12-month terms until terminated.

**Terms** means the terms of use set out in this document and, in the case of Subscriber Users, also includes the Subscriber Terms.

## **Interpretation**

In the Agreement, unless otherwise stated:

- headings are for ease of reference only and do not affect the meaning of the Agreement;
- a reference to a party includes executors, administrators, permitted novatees, assigns and successors of that party;
- including means including without limitation;
- a reference to dollars or currency means Australian dollars, unless otherwise specified in the Agreement Details; and
- no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of the Agreement or any part of it.