

Terms and conditions

Written by Fergus Devereaux

Monday, 31 August 2009 09:10 - Last Updated Tuesday, 13 December 2011 14:33

HazardU® Website and HazardV® Website and HazardU Safety Library® and any and all websites and/or associated content

Terms and Conditions of Use

THIS IS A CONTRACT. PLEASE CAREFULLY READ THE FOLLOWING TERMS BEFORE ACCESSING THIS SITE AND HAZARDV.COM AND HAZARDU SAFETYLIBRARY®. BY ACCESSING THE SITE (WHICH INCLUDES THE ONLINE THE ABOVE NAMED SITES), YOU ACCEPT AND AGREE TO ALL OF THE COVENANTS AND CONDITIONS IMPOSED IN THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS THE SITE.

BY USING HAZARDU.COM'S SERVICE, YOU AGREE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THESE TERMS. YOU ALSO AGREE TO REVIEW THIS AGREEMENT PERIODICALLY TO BE AWARE OF MODIFICATIONS TO THE AGREEMENT, WHICH MODIFICATIONS HAZARDU.COM MAY MAKE AT ANY TIME. YOUR CONTINUED USE OF THIS SITE WILL BE DEEMED YOUR CONCLUSIVE ACCEPTANCE OF ANY MODIFIED AGREEMENT.

1. Contact Information.

Address

hazardu.com

c/o Canadian Nuclear Safety Services Inc

Box 2592, 83 Water Street North

Terms and conditions

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St. Marys ON Canada N4X 1A4

Customer Service

Email: support@hazardu.com

Telephone: 1-519-284-0699 or Toll Free 1-800-371-6853

Website: <http://www.hazardu.com/>

2. Definitions.

- “Access” or “Accessing” means accessing, using, viewing the content or otherwise obtaining information on the Site.
- “Agreement” or “Terms” refers to these Terms and Conditions of Use and any subsequent modifications.
- “Exercise Files” refers to the exercise files prepared by the authors for use with the training videos and other media.
- “hazardu.com” refers to hazardu.com, Inc., a division of Canadian Nuclear Safety Services Inc, and Ontario corporation.
- For purposes of definition, Hazardu.com®, HazardU Safety Library® and HazardV.com® may be used interchangeably vis-à-vis subscribers, subscriptions, enrollments, students, users, and all terms of customer use.
- “Multi-User Subscriber” refers to a Subscriber who purchases a subscription to the HazardU Safety Library® for multiple Users.
- “HazardU Safety Library®” or “HSL” means the subscription-based database of audio-visual works that is available through the Site and is part of the Site.
- “Premium Content” means the training videos and other media available on the HSL, including the Exercise Files.
- “Standard Content” means the training videos and other media available on the HSL, excluding the Exercise Files.
- “Single-User Subscriber” refers to a Subscriber who purchases a subscription to the HazardU Safety Library® for one (1) User.
- “Student” means a pupil who is enrolled in the HazardU.com learning management system. A Student is also a Subscriber.
- “Subscriber” refers to any person or entity that purchases or uses a subscription to the HazardU Safety Library®, and may be a Single-User Subscriber, Multi-User Subscriber, Educator, Student or gift subscription recipient.
- “User” refers to any party who Accesses the Site. If You are Accessing the Site as an employee or agent of another, “User” refers to You and Your principal.
- “Website” or “Site” refers to the websites maintained on the World Wide Web by hazardu.com, available at <http://www.hazardu.com> and <http://hazardv.com>, and includes the HazardU Safety Library®.
- “You” or “Your” refers to the User. If You are Accessing the Site as an employee

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or agent of another, “You” or “Your” refers to the User and the User’s principal.

3. Modification of Terms.

hazardu.com reserves the right to modify these Terms at any time. Except as otherwise stated herein, any change to these Terms is effective immediately after hazardu.com gives notice to the User. Notice can be given through e-mail, a posting on the Site or any other means by which a User may obtain notice. User agrees to check the Site periodically for changes to these Terms. Any use of the Site after changes have been made shall be deemed acceptance of those changed terms and/or conditions.

4. Limited License.

hazardu.com hereby grants each Subscriber a limited, non-exclusive, non-sublicensable and non-transferable license to Access the content and information available in the HSL according to the provisions contained herein, and subject to the payment of the applicable subscription fees and adherence to these Terms. Whether the Subscriber receives a license to the Premium Content or Standard Content depends on the subscription plan or individual purchase.

Each Multi-User Subscriber may only allow its employees and agents to access the HSL. If the Multi-User Subscriber’s license terminates, the Multi-User Subscriber’s employees and agents shall no longer have Access to the HSL. Each Multi-User Subscriber agrees that the HSL may not be Accessed by more than the authorized number of Users purchased by the Multi-User Subscriber. Each User shall be authorized to Access the HSL from any Internet connection.

A Multi-User Subscriber administrator selected by the Subscriber (the “Administrator”) shall be designated to oversee and be responsible for management of the User accounts.

Terms and conditions

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5. Fees; Renewal; Refund Policies.

Course by Course/Item by Item

- Access to an individual course or any other content which was purchased via ecommerce transaction, purchase order, or any other means authorized by HazardU.com.

Single-User Subscribers

Per Month

- Access to Standard Content
- Monthly subscription plan
- Automatically renews monthly until cancelled by Subscriber
- Automatically renews on the same date of each corresponding month or on final date of month if no corresponding date (January 31, 2008 subscription renews on February 29, 2008)

- Fees charged on renewal date

- Subscription fees are non-refundable; except that Subscriber may cancel renewed subscription in writing up to three (3) calendar days after renewal date and receive a full refund of the new subscription fees

- Discounts, rebates or other special offers only valid for initial term; subscriptions renew at the then-current full subscription rates

- hazardu.com may increase subscription fees for a subsequent subscription period at any time and for any reason, provided, however, that hazardu.com provides notice at least thirty (30) calendar days prior to the expiration of the subscription

- hazardu.com may terminate the subscription and these Terms if unable to renew the subscription based on inaccurate or outdated credit card information

- Right of Access to the HSL granted under these Terms is effective only upon payment of the subscription fees

Annual

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- **Access to Standard Content**
 - **Annual subscription plan**
 - **Automatically renews yearly** until cancelled by Subscriber
 - **Automatically renews on the** same date of each corresponding year or on final date of month if no corresponding date (February 29, 2008 subscription renews on February 28, 2009)
 - **Fees charged on renewal date**
 - **Only subscriptions purchased** after the effective date of these Terms shall automatically renew as set forth herein
-
- **Subscription fees are** non-refundable; except that Subscriber may cancel renewed subscription in writing up to three (3) calendar days after renewal date and receive a full refund of the new subscription fees
 - **Discounts, rebates or other** special offers only valid for initial term; subscriptions renew at the then-current full subscription rates
 - **hazardu.com may increase** subscription fees for a subsequent subscription period at any time and for any reason, provided, however, that hazardu.com provides notice at least thirty (30) calendar days prior to the expiration of the subscription
 - **hazardu.com may terminate the** subscription and these Terms if unable to renew the subscription based on inaccurate or outdated credit card information
 - **Right of Access to the HSL** granted under these Terms is effective only upon payment of the subscription fees

Premium

- **Access to Premium Content**
 - **Annual subscription plan**
 - **Automatically renews yearly** until cancelled by Subscriber
 - **Automatically renews on the** same date of each corresponding year or on final date of month if no corresponding date (February 29, 2008 subscription renews on February 28, 2009)
 - **Fees charged on renewal date**
 - **Only subscriptions purchased** after the effective date of these Terms shall automatically renew as set forth herein
-
- **Subscription fees are** non-refundable; except that Subscriber may cancel renewed subscription in writing up to three (3) calendar days after renewal date and receive a full refund of the new subscription fees
 - **Discounts, rebates or other** special offers only valid for initial term;

Terms and conditions

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subscriptions renew at the then-current full subscription rates

- **hazardu.com may increase subscription fees for a subsequent subscription period at any time and for any reason, provided, however, that hazardu.com provides notice at least thirty (30) calendar days prior to the expiration of the subscription**

- **hazardu.com may terminate the subscription and these Terms if unable to renew the subscription based on inaccurate or outdated credit card information**

- **Right of Access to the HSL granted under these Terms is effective only upon payment of the subscription fees**

Multi-User Subscribers

- **Access to Premium Content**
- **Annual subscription plan**
- **If Subscriber paid by credit card: Automatically renews yearly until cancelled by Subscriber**

- **Automatically renews on the same date of each corresponding year or on final date of month if no corresponding date (February 29, 2008 subscription renews on February 28, 2009)**

- **Fees charged on renewal date**

- **Only subscriptions purchased after the effective date of these Terms shall automatically renew as set forth herein**

- **If Subscriber paid by cash or purchase order: Subscription does not automatically renew**

- **Prior to expiration, hazardu.com will provide invoice to the Subscriber for renewal payment**

- **If Subscriber fails to remit renewal payment prior to expiration, hazardu.com will cancel subscription**

- **Subscription fees are non-refundable; except that Subscriber may cancel renewed subscription up to three (3) calendar days after renewal date and receive a full refund of the new subscription fees**

- **Discounts, rebates or other special offers only valid for initial term; subscriptions renew at the then-current full subscription rates**

- **hazardu.com may increase subscription fees for a subsequent subscription period at any time and for any reason, provided, however, that hazardu.com provides notice at least thirty (30) calendar days prior to the expiration of the subscription**

- **hazardu.com may terminate the subscription and these Terms if unable to renew the subscription based on inaccurate or outdated credit card information (if**

Terms and conditions

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Subscriber paid by credit card)

- **Right of Access to the HSL granted under these Terms is effective only upon payment of the subscription fees**

Academic Program Subscribers (Educator or Student)

- **Subscription limited to length of program chosen by Educator**
- **Students' Access limited to courses (with Exercise Files) chosen by Educator**
- **Subscription fees prorated for number of days of program based on monthly fee**
- **No automatic renewal**
- **Subscription fees are non-refundable**
- **Discounted rates for Students only apply to program**
- **hazardu.com may increase fees to Students or require fees from Educators for any subsequent program**
- **Right of Access to the HSL granted under these Terms is effective only upon payment of the subscription fees**
- **Right of Access to the HSL only granted if Educator's application is approved**

6. Gift Subscriptions

The following gift subscriptions for Access to the HSL are available for purchase:

- **Premium (one-year subscription to Premium Content)**
- **Standard (one-month, three-month, six-month and one-year subscriptions to Standard Content)**

A person can purchase the gift subscription on the Site. After a person purchases a gift subscription, hazardu.com will send a welcome email to the recipient informing them of the gift subscription.

Gift Subscription Terms and Conditions

Terms and conditions

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- **No refunds**
- **No exchange or surrender for cash value**
- **If an existing Subscriber receives a Premium gift subscription:**
- **If person already has a subscription to the HSL's Standard Content and receives a Premium gift subscription, when redeemed by Subscriber, hazardu.com will suspend the person's subscription to the Standard Content and immediately upgrade the person's Premium gift subscription, and resume the remainder of the term of the Standard Content subscription after the termination of the Premium gift subscription**
- **If a person already has a subscription to the HSL's Premium Content and receives a Premium gift subscription, hazardu.com will commence the gift subscription after the termination of the person's existing subscription**
- **If an existing Subscriber receives a Standard gift subscription:**
- **If a person already has a subscription to the HSL's Premium Content or Standard Content and receives a Standard gift subscription, hazardu.com will commence the gift subscription after the termination of the person's existing subscription**
- **A recipient's use of a gift subscription constitutes acceptance of and agreement to these Terms**

7. Access to the HSL; Modification of Content.

hazardu.com strives to provide the HSL to its Subscribers on a continuous basis. To that end, hazardu.com will take all commercially reasonable efforts to provide uninterrupted Access to the HSL to its Subscribers. However, from time to time, Subscribers may be unable to Access the HSL due to conditions beyond hazardu.com's control. Such conditions include, but are not limited to: force majeure, acts of God, power outages, and the acts of computer hackers and others acting outside the law. Also, from time to time, Access may be unavailable due to software issues, server downtime, increased Internet traffic or downtime, programming errors, regular maintenance of the system, and other related reasons. In response to any unavailability of the HSL to its Subscribers, hazardu.com will take all commercially reasonable steps to ensure Access is restored within a reasonable period of time. The term "commercially reasonable," as used in these Terms, shall mean reasonable efforts taken in good faith without an unduly or burdensome use or expenditure of time, resources, personnel or money.

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hazardu.com endeavors to provide the highest quality content to its Subscribers. To that end, hazardu.com reserves the right, in its sole discretion, to change, modify, or discontinue any aspect or feature of this Site in whole or in part, including, without limitation, the content, availability, Access and/or the Terms of this Site. Such changes, modifications, additions or deletions will be effective immediately upon notice thereof, which notice may be made by posting such changes on this Site.

Users are solely responsible for ensuring that they have sufficient and compatible hardware, software, telecommunications equipment and Internet service necessary for use of the Site.

8. Academic Program

hazardu.com may at times offers an Academic Program for Educators and Students at colleges and universities and other learning institutions.

Sign-Up Requirements and Logistics

- **An online registration form must be completed**
- **Educator must be full or part-time teacher at an accredited educational institution; Educator is required to provide appropriate documentation to verify Educator's status**
- **Educator designates certain HSL courses (with Exercises Files) that Students may access; hazardu.com may limit total number of courses designated**
- **Institution, Educator or Students must pay subscription fees for Students; Students' subscription fees prorated based on number of days of program (current fees indicated on the Site)**
- **hazardu.com accepts or denies Educator's application**

Special Benefit

- **Educator can monitor which courses each Student has completed**

9. Prohibited Conduct.

User expressly agrees to refrain from doing, either personally or through an agent, any of the following “Prohibited Conduct”:

- 1. Transmit, install, upload or otherwise transfer any virus, advertisement, communication, or other item or process to the Site that in any way affects the use, enjoyment or service of the Site, or adversely affects hazardu.com’s computers, servers or databases.**
- 2. Capture, download, save, upload, print or otherwise retain information and content available on the Site other than what is expressly allowed by these Terms.**
- 3. Permit or provide others Access to the HSL using Your user name and password or otherwise, or the name and password of another authorized User.**
- 4. Copy, modify, reverse engineer, disassemble, redistribute, republish, alter, create derivative works from, assign, license, transfer or adapt any of the software, information, text, graphics, source code or HTML code, or other content available on the Site.**
- 5. Remove or modify any copyright, trademark, legal notices, or other proprietary notations from the content available on the Site.**
- 6. Transfer the Site content to another person; “frame,” “mirror,” “in-line link,” or employ similar navigational technology to the Site content; or “deep link” to the Site content.**
- 7. Violate or attempt to violate hazardu.com’s security mechanisms, Access any data or server You are not authorized to Access or otherwise breach the security of the Site or corrupt the Site in any way.**
- 8. Engage in any other conduct which violates the Copyright Act or other laws of the Ontario, Canada.**
- 9. Use any device (such as a “web crawler” or other automatic retrieval mechanism) or other means to harvest information about other Users, the Site or hazardu.com.**
- 10. Use the Site to violate a third party’s intellectual property, personality, publicity or confidentiality rights; upload, download, display, publish, perform, create derivative works from, transmit, or otherwise distribute information or content in violation of a third party’s intellectual property rights.**
- 11. Misrepresent Your identity or personal information when Accessing the Site; forge any TCP/IP packet header or any part of the header information in any e-mail so that the e-mail appears to be generated by hazardu.com.**
- 12. Post obscene, harassing, defamatory, filthy, violent, pornographic, abusive, threatening, objectionable or illegal material on the Site; post a communication that advocates or encourages criminal conduct or conduct that may give rise to civil liability.**
- 13. Advertise or otherwise solicit funds, goods or services on the Site.**

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14. Provide any commercial hosting service with Access to the Site and/or the content on the Site.

To ensure that Users of the Site do not engage in Prohibited Conduct, hazardu.com reserves the right to monitor use of the Site and reserves the right to revoke or deny Access to the HSL to any person or entity whose use of the HSL suggests Prohibited Conduct. Access of the materials available at the HSL beyond that of normal patterns of use that suggests systematic copying of the materials constitutes abuse of the HSL and will result in revocation or denial of Access to the HSL. The terms “normal patterns” and “abuse” shall be determined solely by hazardu.com.

You agree not to violate any Canadian, foreign or international software or technology export laws and regulations.