

Terms and Conditions

These terms and conditions govern your use of the eveash.com and Seven Dimensions' websites (known as EA & 7D).

1. By visiting or using our services, you agree to be bound by these terms and conditions. These terms and conditions constitute a contract between each user and the proprietor of EA & 7D's services. EA & 7D use the streaming service of ArcLearn™.

We reserve the right in our sole and absolute discretion to make changes from time to time and without notice in how we operate EA & 7D's services. Any description of how our service works should not be considered a representation or obligation with respect to how the service will always work. We are constantly making adjustments to our service and often these adjustments are not completely captured within these terms and conditions.

If you do not agree with these terms and conditions, you should not use our services.

2. Purchase DVD products
 - When a product is purchased and payment is made the order is final and will be processed same day or the next working day, and cannot be cancelled. The price is as specified on the website and includes 10% (for gst in Australia or for overseas handling) plus there is a freight and handling fee. You will be notified a confirmation by email of when the parcel will be sent and the expected arrival time.
 - Purchase of DVDs does not entitle the user to edit, alter or re-use the program footage, or put the program on the internet, intranet or any other kind of narrowcast or broadcast distribution. This requires purchase of a special electronic license only available from the producer (send request to info@7dimesions.com.au or their licensed representatives.
 - Unless otherwise listed the programs purchased will all be in the English language. Contact us for requests in other languages.

2.1 DVD freight, Delivery and Restrictions

- When you order from Seven Dimensions we will send your parcel to virtually any address in the world, or we will enable one of our distributors to fulfill the order in some countries.
- We require a delivery address, and if overseas the address should be a street address. Every effort will be made to deliver the products within 2-3 business days of payment, depending on delivery address and products being in stock. Within

Australia delivery may be within 24- 48 hours if to a major city, and will arrive by Australia Post to a PO Box address.

- If any delay is expected you will be notified. We request that if the products are not received within the expected timeframe that you will notify us so we can trace the parcel and ensure it gets to you or a replacement will be sent. If additional costs are incurred for a special delivery eg customs and duty for overseas, same day delivery in Australia, split delivery etc, then we reserve the right to send a further invoice for the additional charges.
- Any costs incurred by you through damage to a DVD or DVD player or other equipment or software or storage facility will be your own liability.

2.2 Refund and Replacement Policy

- If any products are found to be faulty or an error was made in the shipment, and the products are returned within 30 days they will be replaced. We will pay the return shipping costs if the return is a result of our error (you received an incorrect or faulty item). If a product is found to be unsuitable, and we are advised and the product is returned in good order, an exchange will be made for an alternative product and in some cases where this is not possible a full refund less shipping will be made.
- After 30 days a damaged title will be replaced at 25% of current retail price within first year, 50% in 2nd year and 75% in the 3rd year, then full price, plus freight charges and an admin charge of AUD \$33. The damaged item must be returned prior to replacement.

3. Grant of License

- All license purchases from EA & 7D impart certain rights to you regarding what products or services are available for use. The license is not to be construed as a transfer of ownership. In all cases, ownership of all program titles will remain with the legal rights holder of the program title.
- All program titles are offered on a licensed basis through the purchase of an Access License or Subscription Service License for a specific program title or group of titles. The license gives you usage rights to view the course content for a specific term and/or a maximum number of plays, within the primary service area (see Geographic Limitations). Once the license expires or when otherwise terminated, you have no further rights with respect to the licensed materials.

3.1 Access Licenses

- Access Licenses are sold for a maximum number of plays within a specific license term. Once the maximum number of plays is exhausted, the license is terminated. Once the license term is completed, the license is terminated.
- What is a “play”? Beginning a program on a computer opens a three-hour viewing period which counts as one play.
- Each license starts with a one year term. Purchasing additional plays extends the term for another year and any unused plays are extended as well. Otherwise, after one year, the term is ended and unused plays are lost. The license is terminated when all purchased plays are exhausted.
- Any single purchase of at least 350 plays extends the term to three years.
- Some Access Licenses have specific limitations, such as the Local Play Only license.

3.2 Subscription Service Licenses

- Subscription Service Licenses provide unlimited use of the entire library of courses for a monthly fee per employee or person. Since this license type is meant to provide self-study learning, this license only provides course viewing using the Your Courses list for eLearning and mLearning.
- Each employee or person using the service must be registered; no sharing of login credentials is allowed. Such sharing is in violation of these terms and conditions.
- The subscription allows one to purchase one or more Employee Licenses where the number of employee licenses is the maximum number of employees or persons allowed to use the service. Additional employee licenses can be purchased at any time.
- The subscription allows for the removing and replacing of one employee with another. However, if any employee uses the service, that employee cannot be removed for a period of one week after the last usage. Thereafter, removal and optional replacement is allowed.

4. Disclaimer Notice

The Producers, Ash Quarry Productions, Eve Ash & Peter Quarry, and Seven Dimensions, while taking all care to provide accurate and helpful information in their programs, will not be held responsible for any actions, consequences or outcomes that are deemed to flow, directly or indirectly, from any perceived advice provided in any program or on this website. Users and viewers are strongly advised to seek their own professional assistance about any personal or other problems they may be facing.

The information provided on our website is edited regularly for improvements and updates. We take care to ensure accuracy, but will not be legally bound or responsible, for any

inadvertent inaccuracy or incomplete information. Please advise us if you consider an error has been made or any information is ambiguous or incomplete.

5. We Respect Your Privacy – Our Privacy Policy

We do not pass on your details without your permission. We keep our information private and it is only used by our team to provide our service, notify of updates, new releases and special offers, respond to requests and process orders for our products.

The content of this website is the copyright property of EA & 7D. Other than for purposes of and subject to the conditions prescribed under the copyright Act 1968 (Commonwealth of Australia) or other applicable laws, no information on this site may be reproduced, adapted, uploaded to a third party, linked to, distributed or transmitted in any form by any process without written permission by a person authorized to represent EA & 7D.

6. Geographic Limitations

The Primary Service Area (PSA) includes all of Australia, New Zealand, United Kingdom, Europe, Asia, South Africa, North America, the Caribbean, Greenland and Iceland, and specifically including the 50 United States, US territories, Canada and Mexico. All **EA & 7D** courses are available for licensing and delivery within worldwide. A billing address is required to purchase a license. Course delivery via the Internet is supported for students located within the PSA. Internet delivery outside the PSA will be denied through the use of technology to verify compliance.

Due to restrictions imposed by some course producers, the availability of licenses outside the PSA varies from course to course - some may be fully available, some may be available on a limited basis and some may not be available at all. Those available on a limited basis may require an additional-cost, supplemental license and written agreement. Contact us for additional details and options.

7. Required Technology

- You will need a computer that meets the following minimum requirements:
 1. Windows
 - Windows 8, Windows 7, Windows XP with Service Pack 2, or Vista
 - Internet Explorer 8.0 or higher; or Firefox 2 or higher
 - 1.2 GHz processor
 - 512 MB RAM
 - Adobe Flash or HTML5 supported browser
 2. Macintosh (support available soon; watch for an update)
 - An Intel-based Mac with OS 10.4.8 or later
 - Safari 3 or higher; or Firefox 2 or higher
 - 1 GB RAM

- Adobe Flash or HTML5 supported browser
3. An active broadband connection to the Internet.
 4. Phones and Tablets ... support is provided at no additional charge using an ArcLearn app.
 - Android phones and tablets – download app from the Google Play Store
 - iPhones and iPads – download app from the Apple App Store.
- Videos on the ArcLearn™ site use Microsoft’s Windows Media™ technology, Microsoft’s IIS Smooth Streaming technology, Apple Live Streaming or Adobe Flash technology.

Additionally, Microsoft’s Digital Rights Management™ (DRM) or Play Ready™ technology is used to protect content against unlicensed usage. When a video is started, a play license is downloaded from a licensing server on the Internet to authorize viewing the content.

There are certain circumstances where video from the ArcLearn™ service will not work on an individual PC or a local network. Organizations can configure their network firewalls to block such content. An individual PC can have its play licensing turned off. Individual PCs can have corruption causing the Microsoft DRM to fail. In such cases, you may use the troubleshooting information provided on the website to resolve problems.

You must test your ability to successfully stream video from the ArcLearn™ site by using the Test Media Player link. **If these tests are not successful, do not purchase from the ArcLearn™ service.**

8. Intellectual property rights

- Title and intellectual property rights for any content displayed by or accessed through the ArcLearn™ service belong to the respective content owner. Such content is protected by copyright or other intellectual property laws and treaties, and is subject to terms of use of the third party providing such content. Apart from your right to view the third-party content, your License does not grant you the right to copy, distribute, prepare derivative works, publicly display, or make other use of such content.
- All programs sold on this website are protected by International and Australian copyright laws. The Producers, Ash Quarry Productions, Eve Ash & Peter Quarry, and Seven Dimensions maintain a strict policy about copyright and reserve the copyright in all programs you may use or rent.

- It is illegal to copy all, or any part, of our video and DVD programs for archival or any other purpose. No part of our programs may be altered, reproduced or transmitted in any form or by any means, graphic, electronic, or mechanical, including duplicating, copying, transforming, recording, taping, or by any information storage or retrieval system, without the permission or a license signed by the producer.
- The training products (Video/ VCD/DVD/CD-Rom/media files/Software) are provided for sale, license and rental for your use and the use of your company. You may not loan, rent, sell, sub-license, the programs to anyone without prior permission or signed agreements from the producers.
- Once purchased or rented, you may make copies of the leaders' guides, activities and worksheets.
- When you use our programs whether for a rental period or a purchase, they may only be used on a single screen viewing device. It is illegal to distribute or broadcast this program through any electronic or digital network (eg: intranet, internet, etc.), narrowcast or broadcast, cable or satellite, any multi-receiver or open closed-circuit system by means of network or electronic transmission without prior purchase of an Electronic License. We are committed to prosecuting offenders.

9. Pricing and Billing

- Prices are published on the web site for all licenses, subscription services, and other items and services provided.
- All purchases are final; no refunds will be granted.
- Payment is required by credit card at the time of purchase unless other payment terms have been extended. In the latter case, terms for all invoices are 15 days after the date of the invoice. Invoices are e-mailed to you. Granting of payment terms is made at the sole discretion of the ArcLearn™ proprietor, and can be granted or retracted for any or no reason.
- **By using a credit card for payment of any type,, you are agreeing that your credit card will be charged for on-going subscription charges, if any, as they are periodically billed.**
- Payment must be made in full at the time of purchase and will be considered received once cleared by our bank. From time to time special offers will be made and prices are subject to change without notice.

10. Termination of License

- You can cancel any license at any time by providing written notice to EA & 7D. All fees charged are non-refundable.
- EA & 7D has the right to suspend any and all licenses whenever (i) **any** license fee invoice remains unpaid for 15 days after the invoice date, or (ii) in the reasonable

judgment of EA & 7D, you violate the terms of the License herein. "Suspend" means that access to the training video materials will be unavailable to you.

- Licenses are not transferable to any other organization or individual.

11. Use of Service

- During your use of EA & 7D's services, we will place a cookie (a small file used by all browsers) on your computer to identify you. You should enable cookies in your browser to enhance your web experience. The cookie contains an account number and does not contain your e-mail address, your password, or other personal information.
- During your use of the EA & 7D's services, you may provide us with personal information including information about others in your, organization such as names, titles, departments, and address information. By providing this information, you are expressly giving the proprietor of the EA & 7D's services the right to use this information in the course of your normal usage of the EA & 7D's services. We will not use this information for any other purpose.

12. Availability of Service

- Although every attempt is made to provide uninterrupted service to all users, there are a number of reasons why the service might temporarily not be available. Such reasons include but are not limited to server maintenance, ISP outages, power outages, software problems, user error and more. EA & 7D makes no warranty or representation, either express or implied, to the availability of service, and shall have no liability therefor.

13. Warranty and Liability

- Suitability of Purpose: You have the responsibility to determine if the course or video is suitable for your intended purposes by previewing prior to purchase of a license. EA & 7D makes no warranties or representations, either express or implied, to any course or video's completeness, accuracy or suitability of purpose. You understand that all information and advice provided in every course or video is general in nature and you have the responsibility to determine how such information or advice is used.
- It is expressly understood that EA & 7D HEREBY DISCLAIM ALL WARRANTIES, EXPRESSED OR IMPLIED, and INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- It is also expressly understood that EA & 7D (i) make no representation or warranty concerning the accuracy or reliability of the information contained in the training courses or videos; (ii) that the contents of the courses and videos are intended for educational use only, and (iii) that if you act upon the information disseminated therein, you do so at your own risk.

In no event shall EA & 7D, including their shareholders, directors, and employees, be liable (jointly or severally) to you for any special, incidental, indirect, or consequential damages of any kind, or any damages whatsoever resulting from loss of use, data or profits, business, or anything else.

14. Proprietor of the ArcLearn™ service

- ArcLearn™ is a registered trademark of Training Right Now, Inc.
- The proprietor of the ArcLearn™ service is Training Right Now, Inc. with business offices at 999 E. Touhy Avenue, Suite 130, Des Plaines, Illinois 60018.
- EA & 7D can be contacted at info@7dimensions.com.au