

J. J. Keller Trainer Tools USB Flash Drive Terms of Use

Overview: By using this J. J. Keller Training Trainer Tools USB Flash Drive, you agree to abide by the terms of use set forth here (“Terms”).

License: Subject to the compliance with all the terms and conditions of these Terms, J. J. Keller grants you a non-exclusive, nontransferable limited license to access and use this J. J. Keller Training Trainer Tools USB Flash Drive.

Internal Use: Your License allows you to use certain contents of this J. J. Keller Training Trainer Tools USB Flash Drive ("J. J. Keller Content") and works you create by editing J. J. Keller Content ("Created Works") within your organization as outlined in this section. You may not, and may not permit others to use J. J. Keller Content to prepare work, documents or reports, etc., for any party outside of your organization unless you have a Commercial Use License which gives you these rights.

Work Personally Authored: Your License allows you to incorporate J. J. Keller Content as specified below in work you personally author to create Created Works:

- You may use J. J. Keller Content - quizzes, worksheets, images, handouts, learning activities, and PowerPoint® presentations - in preparing posters, handbooks, PowerPoint presentations, etc., you personally author. These materials must be for the sole purpose of training or communicating safety and/or compliance within your organization.
- The above-stated content is the only J. J. Keller Content that may be used to create Created Works; videos may not be used to create Created Works.
- You may post Created Works on your Intranet.
- You may not, and may not permit others to, post J. J. Keller Content on the Internet, your Intranet or learning management system, or other electronic messaging or post means.

Use of Your Information: Any information that may be gathered from the Trainer Tools USB Flash Drive is subject to J. J. Keller’s Privacy and Security Policy located at:

https://www.jjkeller.com/learn/privacy-policy?cm_mmc=null- -null- -privacy- -null

Printing J. J. Keller Content: You may print and copy J. J. Keller Content – quizzes, worksheets, images, handouts, learning activities, and PowerPoint® presentations – for the sole purpose of training or communicating safety and/or compliance within your organization. Copyright statements on J. J. Keller Content must not be altered.

Videos: Videos on this J. J. Keller Training Trainer Tools USB Flash Drive may not be copied, re-purposed, re-formatted, translated to additional languages, edited, or incorporated into other uses unless provided for by J. J. Keller in a separate agreement. Further, videos must be played from the J. J. Keller Training Trainer Tools USB Flash Drive. Videos may not be posted on the Internet, your Intranet or learning management system, or other electronic messaging or post means.

LIMITATION ON LIABILITY: NEITHER J. J. KELLER NOR ANY PARTY INVOLVED IN CREATING, PRODUCING, SERVICING, UPDATING OR DELIVERING THE J. J. KELLER CONTENT SHALL BE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES ARISING OUT OF YOUR USE OF OR MODIFICATION TO J. J. KELLER CONTENT. THE J. J. KELLER TRAINING TRAINER TOOLS USB FLASH DRIVE CONTENT IS PROVIDED AS IS WITHOUT ANY WARRANTIES OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY.

Indemnification: You agree to defend, indemnify, and hold J. J. Keller, its officers, directors, employees, agents, licensors, affiliates, service providers and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of these Terms.