

Particip8 Pty Ltd Online Learning TERMS & CONDITIONS OF USE

The following terms and conditions govern the use of the Particip8 Online Learning website ("the Website") and the materials and information accessible on or from the Website.

Particip8 Online Learning may from time to time change the Website (including these terms and conditions of use) without notice to you.

Your use of the Website means you accept these terms and conditions. If you do not agree with these Terms & Conditions, please do not visit or use the Website.

Revisions and alterations to the Terms & Conditions of Use will be posted on the Website. Users are responsible for reviewing the Website from time to time to ensure compliance.

A. GRANT OF RIGHT TO USE WEBSITE

Subject to the Terms and Conditions, Particip8 Online Learning grants you a non transferable, non exclusive, revocable license to use the Website, in accordance with these Terms and Conditions of Use and any user documentation or guidelines that may be made available by Particip8 Online Learning.

B. COPYRIGHT

You must comply with all proprietary and copyright notices on the Website.

The Website is owned by Particip8 Pty Ltd and is subject to copyright. The information on the Website is protected under Australian copyright laws.

Subject to the provisions of the Copyright Act 1968 (Commonwealth), you must not in any form or by any means:

1. Copy, adapt, reproduce, broadcast, store, transmit, distribute, print, publish, or create derivative works from information or material on the Website;
2. Alter, decompile, disassemble, reverse, engineer or modify any material or information that you receive from the Website or which can be accessed through the Website; or
3. Use or apply for commercial purposes any material or any information on the Website without the prior written consent of Particip8 Pty Ltd.

Nothing contained on the Website is intended to grant any express or implied right or license to use or exploit any patent, copyright, trademark or trade secret information.

C. RESTRICTED MATERIAL

It is a condition of your use of the Website that you do not do any of the following: Post or transmit any unlawful, threatening, abusive, defamatory, obscene, vulgar, pornographic or profane or indecent information material of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any applicable law; Post or transmit any material, of any kind, which contains a virus or other harmful component; Post or transmit any material of any kind which violates or infringes upon the rights of any other person, including material which is an invasion of any privacy or publicity rights or which is protected by copyright, trademark or any other proprietary right, or other derivative works with respect thereto, without first obtaining permission from the owner or relevant right holder.

D. USE OF THE WEBSITE

Particip8 Online Learning wants you to get the most out of your investment.

Particip8 Online Learning provides courses for people who want to know the very basics of computer jargon and how to get started right through to people wanting to design their own internet webpage or develop databases.

Particip8 Online Learning members are entitled to receive a certificate of completion when completing any course.

You must ensure that you comply with all applicable laws and these Terms and Conditions to the extent that you do not, or another user does not do so, you release and discharge Particip8 Online Learning from all rights, claims, actions, suits, proceedings and claims which but for this clause, you may have had against Particip8 Online Learning.

Particip8 Online Learning will have no liability to you if we suspend, terminate, add to or change any or all of our services, for any reason. You waive all rights you may have had against Particip8 Online Learning in respect of such conduct.

You must take your own precautions to ensure that any other Websites you access by link from the Website is free from viruses, worms, Trojan horses and other material of a destructive nature.

Particip8 Online Learning does not guarantee continuous, uninterrupted or secure access to its services, and operation of the Website may be interfered with by numerous factors outside of its control.

In addition, Particip8 Online Learning is not responsible for any deletion, alteration or loss of data due to network or system outages, file corruption, accidental deletion or for any other reason whatsoever.

Particip8 Online Learning does not guarantee server reliability, speed or consistency and provides the Website and its services "as is" without any warranty or condition, expressed or implied, to the extent permitted by law.

E. WARRANTY AND LIMITATION - Particip8 Online Learning

- i. Particip8 Online Learning specifically disclaims all implied warranties and conditions including, without limitation, the implied warranties and conditions of title, merchantability, fitness for a particular purpose and non infringement. Under no circumstances, including but not limited to any act on the part of Particip8 Online Learning will Particip8 Online Learning be liable for any indirect, incidental, special and/or consequential damages or loss of profits whatsoever which results from any use or access of, or any inability to use or access the Website.
- ii. None of Particip8 Online Learning, its related Bodies Corporate, any of their directors, officers, employees, agents and consultants makes any representation or warranty as to the reliability, accuracy or completeness contained in the Site and none of them accept any responsibility arising in any way (including negligent) for errors in or omissions from, the information contained on the Site.
- iii. Particip8 Online Learning and its directors, officers, employees, agents and consultants exclude all liability for any loss or damage (including direct, special or consequential loss or damage) arising from the use of, or reliance on, the information contained on this Site, whether or not caused by any negligent act or omission.

F. General

- i. Part or all of any provision of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining provisions will continue in force.

- ii. This Agreement (including any additional terms set out in the Product or notified to you by Particip8 Online Learning constitutes the entire Agreement between you and Particip8 Online Learning in relation to its subject matter and supersedes any prior representations, warranties, understanding or Agreements that relate to the same subject matter.
- iii. Any controversial claim arising out of or in connection with these Terms & Conditions of Use may, at Particip8 Online Learning sole discretion be settled by binding arbitration by reference to a commercial dispute resolution center. In such case, you agree to be bound by the ruling of the arbitrator and the costs of the dispute are borne by the originator of the claim.
- iv. The failure by Particip8 Online Learning to act with respect to a breach by you or others is not to be taken to be a waiver of its right to take action with respect to subsequent or similar breaches.

G. Support

Support is offered by contacting the Particip8 Pty Ltd using the contact us function on the web site 24 hours, every day, or by phoning 1300 891 188 between 8.45am - 5.15pm EST, Monday to Friday. All enquiries will be responded to within 48 hours.

H. Particip8 Pty Ltd Online Customer Agreement

This Agreement is a contract between You and Particip8 Pty Ltd ("Particip8 Online Learning"). It sets out the terms and conditions under which You may purchase products online from Particip8 Pty Ltd. Please read the following terms and conditions carefully before making a purchase at Particip8 Pty Ltd. By completing the customer registration process and using the Online Learning materials, You agree to be bound by the terms and conditions of this Agreement.

1. INTERPRETATION.

In these Conditions:

"Agreement" means an agreement between You and Particip8 Pty Ltd Central/ Particip8 Pty Ltd Online Learning to purchase a licence to access online learning products. The Agreement consists of the Purchase and these Conditions.

"Conditions" means these Conditions and any agreed written variations.

"Online Products" means products described in the Shopping Cart.

"Intellectual Property Rights" includes all rights in respect of copyright, trademarks, patents, designs, protection of confidential information and circuit layouts, whether arising under statute or otherwise.

"Purchase" means an order by You to purchase Online Products from Particip8 Pty Ltd

"Product List" means the list of Online Products displayed on the Particip8 Online Learning internet site as amended from time to time.

2. THE AGREEMENT

2.1 What is the Agreement?

The entire agreement between You and Particip8 Online Learning for the purchase of Online Products by You from Particip8 Online Learning is:

- (a) these Conditions; and
- (b) the terms of the Purchase.

2.2 When the Agreement is formed

An agreement exists between You and Particip8 Online Learning once:

- (a) Particip8 Online Learning accepts a Purchase; or

2.3 Each Purchase is a separate agreement.

3. CUSTOMER REGISTRATION

3.1 Registration to be completed

You must complete a registration form before purchasing any Online Products from Particip8 Online Learning. You warrant that all information and data provided by You in the registration form is accurate, complete and up to date. You will promptly inform Particip8 Online Learning if there is any change to this information or data.

4. PURCHASING AND NOTIFICATION

4.1 Purchasing

You will place purchase Online Products at Particip8 Online Learning by selecting Online Products and pressing the "Submit" button. Orders will be deemed to have been received by Particip8 Online Learning at the time of successful transmission of the order.

4.2 Delivery of the Online Products

Particip8 Online Learning will issue a confirmation email at the time of purchase to the email address entered during the registration process. Confirmation will be sent immediately to valid email addresses.

4.3 Authorised receipt of Online Products

Anyone with access to the confirmation email address who receives the email confirmation shall be presumed by Particip8 Online Learning to be authorised to receive the Online Products.

5. RISK & TITLE IN THE GOODS

5.1 Returns or Refunds

If at any time You are not satisfied with the Online Products You have purchased, You may call the Particip8 Pty Ltd on 1300 891 188 and a representative will assess Your request for a credit or refund of the purchase price.

6. PRICE OF GOODS & PAYMENT

6.1 Price of Goods

The price of the Goods as shown on the Product List, Licence Agreement or in the Shopping Cart is the price which is applicable at the time you view it.

6.2 Method of payment

At the time of each purchase, you will be required to pay by credit card or as per any other agreed arrangement.

(b) Online Payment by Credit Card

You may provide your credit card details during checkout on our secure site. We will process your order payment using your credit card (MasterCard, Visa) details for the value printed on the tax invoice we provide with your confirmation email.

If your credit card is declined by your financial institution we will not be able to proceed with the purchase.

We may decide at any time not to accept payment from you by credit card for any reason. If we decide not to accept payment by credit card we will not process the order, and will not contact you to advise you that your order will not be processed. We may process this order or further orders if you agree to make payment by another method that is acceptable to us. We will not be required to give reasons when we decline to accept payment from you by credit card.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 You acknowledge that Particip8 Pty Ltd or its related corporations own or are licensed to use all Intellectual Property Rights in Particip8 Online Learning (including, but not limited to, any images, photographs or text which appears on the site). You agree that You will make no representation to the contrary, and that You must not use or copy Particip8 Online Learning in any manner.

8. USERNAME AND PASSWORD

Individual users are allocated a unique username and password to access purchased online courses. Usernames and passwords are NOT to be shared. If you willingly share your username and password with an unauthorised person and the misuse is detected by Particip8 Online Learning, your licence will be suspended without any liability to Particip8 Online Learning.

You agree to take responsibility for the safekeeping of your user name and password. You are liable if your user name and password are used by an unauthorised person. You agree to release and indemnify Particip8 Online Learning in relation to any liability arising out of the unauthorised use of your user name and/or password.

9. NOTIFICATION OF CHANGES

Particip8 Online Learning may add to, delete, or otherwise change any of the terms of this Agreement by giving You notice as posted on the web site from time to time. Your use of the Particip8 Online Learning Service after notice will constitute your deemed acceptance of such changes.

10. PRIVACY & SECURITY

Particip8 Pty Ltd aim to uphold and protect the privacy of visitors to our website. Particip8 Pty Ltd would like to assure its staff and customers that their personal information gathered through this will not be shared with third parties or other companies. From time to time, we may wish to contact our customers to follow-up on our services and inform them of new offers and products. At any time, customers may choose to opt out of this arrangement either in writing or by speaking to one of our contact centre operators. Particip8 Pty Ltd will respect your request for privacy. We also understand the need to keep our databases up to date and we encourage our customers to provide us with updated personal details.

We would like our customers and partners to feel safe and comfortable during their visit to our website. If you feel any part of the site is a threat to your privacy or security, please don't hesitate to [contact us](#) with your concerns.

It is important that visitors to this site are aware of the security measures taken to ensure their privacy and of their own responsibility for maintaining the security of their own information. Particip8 Pty Ltd takes every reasonable measure to keep our website and systems secure. All authentication operations and online payments are made through our website via a secure, encrypted connection. As always, it is the user's responsibility to keep their password safe. It is also the responsibility of each user to choose a strong password that is difficult for a potential intruder to guess. Please note that if you choose to use the "remember me" feature of the login process, your username and password details will be stored in a cookie on your computer. This means that other users with access to your computer may be able to steal your password, in addition to this, spyware and malware programs may search through your cookies to steal usernames and passwords. If you wish to use "remember me", we hope that you have taken reasonable measures to ensure the privacy and security of your own computer. Of course it is not a good idea to use this feature on a public access computer, such as those found in libraries or universities.

11. PROVISIONS ARE SEVERABLE

Each provision of this Agreement (including these Conditions) is severable. Severance does not affect any other provisions.

12. VICTORIAN LAW APPLIES

The laws of Victoria govern this Agreement.