

# Internet Policy

## TERMS OF USE

WELCOME to a web site service provided by RECOGNITION AUSTRALIA (RECOGNITION AUSTRALIA Pty Ltd). The following are the terms and conditions for use of this web site service (the "web site"). Please read them carefully. By accessing or using the web site or making an application for an assessment service, YOU ARE STATING THAT YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE TERMS of the web site service (the "TERMS"). The Terms of use include our internet Privacy Policy and other policies as determined by RECOGNITION AUSTRALIA.

### 1. PRIVACY

All personal information collected by recognition.edu.au is protected by the Commonwealth Privacy Act 1988. If you would like to obtain further information about privacy issues in Australia, please visit the [Australian Federal Privacy Commissioner's](http://www.privacy.gov.au) website at [www.privacy.gov.au](http://www.privacy.gov.au).

It is RECOGNITION AUSTRALIA's policy to respect the privacy of users of the web site service. Therefore, RECOGNITION AUSTRALIA will not monitor, edit, or disclose any personal information about you or the information you submit, including their contents, without your prior permission unless RECOGNITION AUSTRALIA in its sole discretion believes that such action is necessary to: (1) comply with a legal process or regulatory requirement (2) otherwise protect the legal rights of RECOGNITION AUSTRALIA; (3) enforce the TERMS OF USE; or (4) protect the interests of users for the web site service or others. RECOGNITION AUSTRALIA will not provide any 3rd party entities with your email address or other personal or contact information. This web site service is not intended to be used for unsolicited email or spam. Your email address may be used in the following ways: (1) to send you an email with information documents attached that are directly relevant to the assessment service; (2) to send you an email concerning information you submitted to the web site service; (3) to periodically send you an email containing announcements from RECOGNITION AUSTRALIA. You will have the opportunity to "opt-out" of any regularly-occurring email sent from RECOGNITION AUSTRALIA; (4) to send emails to facilitate the assessment service, to conduct our business of administration of the service and to comply with our legal and regulatory obligations. You agree that RECOGNITION AUSTRALIA may have access to your email information and the information you submit, for any of the reasons stated above, or to respond to web site service or technical issues.

### 2. USER CONDUCT

The user is not permitted to make commercial use of the information gained by the use of the web site, such as by posting them on user's own commercial website or otherwise making use of such converted information in the ordinary course of user's business; however, any actual or attempted commercial use of the web site service itself by the user, such as the user charging or attempting to charge third parties a fee to provide information gained through the web site, is expressly prohibited and may result in immediate and permanent revocation of user's access to the web site. You agree that your use of the web site service will at all times comply with all applicable local, state, federal, national and international laws and regulations, and that you are solely responsible for all acts or omissions that occur under your account or password, including the content of information you submit to the web site service for assessment purposes.

By way of example rather than limitation, you hereby agree, among other things, not to: submit to the assessment web site service any illegal, unlawful, oppressive, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable information or other material of any kind or nature; submit to the Assessment web site service any information or other material that may infringe upon the intellectual property rights or other rights of third parties, including without limitation such rights under the law of patents, trademarks, copyrights and trade secrets; submit to the Assessment web site service any information or other material which contain or include any viruses, trojan horses, worms, time bombs, or any other harmful or destructive programs or subroutines; violate any Australian statute, regulation or law regarding or pertaining to the transmission of technical data or software exported from the United States; interfere with or disrupt any networks in connection with your use of the web site, nor violate the regulations, policies, procedures, terms or conditions for the use of any such networks; attempt to gain unauthorized access to the information or other material submitted to the web site service by any other user, nor to any other accounts, computer systems or networks connected or related to the web site, through the use of password mining or by any other means; or interfere with, or disrupt in any manner, any other user's use of the web site.

### 3. DISCLAIMER OF WARRANTIES

The web site service may from time to time provide information and links to content from third parties. RECOGNITION AUSTRALIA does not control in any respect any information, products or services offered by these third parties. The materials available through the web site service and any third party are provided "as is" and "as available" and without warranties or conditions of any kind, either express or implied. To the fullest extent permitted by applicable law, RECOGNITION AUSTRALIA expressly disclaims all warranties and conditions, express or implied, including, but not limited to, implied warranties and conditions of merchantability, merchantable quality, correspondence to description and fitness for a particular purpose. RECOGNITION AUSTRALIA does not represent or warrant that the web site service will be uninterrupted or error-free, that defects will be corrected, or that this site or the server that makes it available, are free of viruses or other harmful components.

RECOGNITION AUSTRALIA does not warrant or represent that the use, or the results of the use, of the web site service or from third parties will be correct, accurate, timely, reliable or be possessed of any other attribute or characteristic. To the extent permitted by law, RECOGNITION AUSTRALIA excludes all warranties, whether express or implied, relating to the use of this website or any of its content.

#### **4. LIMITATION OF LIABILITY**

To the fullest extent permitted by applicable law, under no circumstances, including, but not limited to, negligence, shall RECOGNITION AUSTRALIA be liable for any direct, indirect, incidental, special or consequential damages that result from the use of, or the inability to use, the web site, any changes to the web site, unauthorized access to or alteration of your information or other materials submitted to the web site, any information or other material or data sent or received or not sent or received, or any transactions entered into through the web site. You specifically agree that RECOGNITION AUSTRALIA is not responsible or liable for any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights. If you are dissatisfied with the web site, the materials available on or through the web site, or with any of the TERMS, your sole and exclusive remedy is to discontinue using the web site and act in accordance with the stated policies of Recognition Australia. LIMITATION OR EXCLUSION OF WARRANTIES CONDITIONS, AND/OR LIABILITY FOR SOME TYPES OF DAMAGES MAY NOT BE PERMITTED IN SOME JURISDICTIONS, IN WHICH CASE SOME OR ALL OF SECTIONS 4 AND 5 MAY NOT APPLY TO YOU. IF PERMITTED BY LAW, RECOGNITION AUSTRALIA'S LIABILITY IS LIMITED TO RESUPPLYING THE SERVICE. To the extent permitted by law, RECOGNITION AUSTRALIA excludes all liability to you or anyone else for any loss, damage, costs or expenses suffered or incurred in connection with the use of this website or any of its content, including, but not limited to, the transmission of any internet parasite. We recommend that prior to using any material downloaded from this web site, you carry out an appropriate parasite check.

#### **5. INDEMNIFICATION**

You agree to indemnify and hold RECOGNITION AUSTRALIA, its parents, subsidiaries, affiliates, officers and employees, harmless of and from any claim, demand, or damage, including reasonable solicitor's and barrister's' fees, asserted by any third party due to or arising out of your use of or conduct with regard to the web site service.

#### **6. TERMINATION**

RECOGNITION AUSTRALIA may terminate the web site service with or without cause at any time and effective immediately. In addition, RECOGNITION AUSTRALIA, in its sole and exclusive discretion, may terminate your access to the web site service for violation of the TERMS either in letter or in spirit. If you wish to terminate your account, your only recourse is to discontinue use of the web site service, and act in accordance with the stated policies of Recognition Australia. In addition, RECOGNITION AUSTRALIA may terminate your account for inactivity, which is defined as failing to log into the web site service for an extended period of time, as determined by RECOGNITION AUSTRALIA. Upon termination of the web site service, your right to use the web site service immediately ceases. Upon termination of the web site service, RECOGNITION AUSTRALIA shall have no obligation to maintain any of your information or other materials submitted to the web site service or to forward them to you or any third party.

#### **7. PARTICIPATION IN PROMOTIONS OF ADVERTISERS**

Any dealings with any advertisers that may from time to time appear on the web site, or any participation in promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with any such dealings or promotions, are solely between you and the advertiser or other third party. RECOGNITION AUSTRALIA shall not be responsible or liable for any part of any such dealings or promotions.

#### **8. PROPRIETARY RIGHTS TO CONTENT**

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#### **9. MODIFICATIONS TO TERMS, USER POLICIES**

RECOGNITION AUSTRALIA reserves the right to change the TERMS or policies regarding the use of the web site service at any time and to notify you by posting an updated version of the TERMS on the web site.

#### **10. LAWS**

The TERMS shall be governed by and construed in accordance with the laws of the State of NSW and Australia, excluding their conflict of law provisions. You and RECOGNITION AUSTRALIA agree to submit to the exclusive jurisdiction of the State of NSW and Australia. If any provision(s) of the TERMS is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. RECOGNITION AUSTRALIA's failure to exercise or enforce any right or provision of the TERMS shall not

constitute a waiver of such right or provision unless acknowledged and agreed to by RECOGNITION AUSTRALIA in writing. You and RECOGNITION AUSTRALIA agree that any cause of action arising out of or related to this web site service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred. The section titles in the TERMS are solely used for the convenience of the parties and have no legal or contractual significance.

### **11. DEFAULT LANGUAGE**

You and RECOGNITION AUSTRALIA hereby expressly agree that the TERMS be, and hereby are, set forth in the English language. In the event you are not fluent in the English language, you hereby represent and warrant to RECOGNITION AUSTRALIA that, before agreeing to be bound by the TERMS, you have sought and obtained a translation of them from a competent professional translator, and have agreed to be bound by each and all of the TERMS as set forth herein even if an error of translation has occurred, for which error you accept full responsibility and which error you hereby agree to waive and not raise as a possible defense or claim, or a part or element thereof, in any action or proceeding between you and RECOGNITION AUSTRALIA arising out of your use of the web site.

### **12. WEB LINKS**

For your convenience and information, this site contains links to other sites, but RECOGNITION AUSTRALIA makes no representation or warranty as to the accuracy, currency or any other characteristic of the information on those linked sites. No link to another site should be construed as an endorsement or recommendation by RECOGNITION AUSTRALIA of any information, goods or services referred to on the other site.