

Terms and Conditions **1. Application of these terms and conditions** 1.1 These Terms and Conditions (T&Cs), including Our Privacy Policy, have been made accessible to You prior to Your registration in the Course to ensure that You have had the opportunity to read and understand them before proceeding with Your registration. These T&Cs represent the agreement between Us and You regarding the Course, which will become legally binding on both parties once We notify You in writing that You have been registered for the Course. 1.2 We may issue You with additional terms and conditions (eg registration letter, cancellation and refund policy) if it's reasonable in the circumstances, which prevail to the extent of any inconsistency with these T&Cs, unless expressed otherwise. 1.3 We may notify You from time to time of Our P&Ps, which We consider are reasonable to expect You to comply with.

1.4 We may update these T&Cs, Our Privacy Policy, and Our P&Ps from time to time, which We will notify You about. The updated provisions will apply to all Course registrations from the time We notify You, if it's reasonable in the circumstances.

## **2. Registration**

2.1 When You register and activate Your account, You will provide Us with personal information, such as Your name, email address, and mobile phone number. You must ensure that this information is accurate and current.

2.2 We will handle all personal information We collect in accordance with Our Privacy Policy.

2.3 When You register and activate Your account, We will provide You with a username and you will create a password. You are responsible for keeping these details secure and are responsible for all use and activity carried out with these details.

2.4 You must be at least 18 years of age to create an account and possess the legal right and ability to enter into these T&Cs.

## **3. Privacy and collection of information**

3.1 We collect personal information about You in order to provide You with the Course and for purposes otherwise set out in Our Privacy Policy, Privacy Collection Notice, and Records Management Policy.

3.2 We may disclose that information to third parties that help Us deliver the Course to You (including, for example only, providers and/or hosts of a Platform, information technology suppliers, communication suppliers and Our business partners) or as required by law. If You do not provide this information, We may not be able to provide everything We need to deliver the Course to You.

3.3 Our Privacy Policy explains: (i) how We store and use, and how You may access and correct Your personal information; (ii) how You can lodge a complaint regarding the handling of Your personal information; and (iii) how We will handle any complaint. If You would like any further information about Our privacy policies or practices, please contact Us using the details specified in Our Privacy Policy.

3.4 By providing Your personal information to Us, You consent to the collection, use, storage and disclosure of that information as described in the Privacy Policy, the Privacy Collection Notice, and these T&Cs.

#### **4. Course delivery**

4.1 We will deliver the Course to You with due care and skill, in accordance with these T&Cs, the Course Outline, and the Key Dates, subject to You meeting the Eligibility Criteria and any other requirements We consider reasonably necessary.

4.2 We grant You a non-exclusive, non-transferable, revocable licence to the Course and Course Materials, subject to clauses 4.1, 4.3 and 6.1(a).

4.3 We reserve the right to to “retire” or “archive” a course. Where this may occur we will provide sufficient notice to allow you to take appropriate action.

#### **5. Your representations and responsibilities**

You acknowledge that You:

5.1 have been accepted into this Course, subject to clauses 4.1 and 6.1(a), on the basis of the representations You have made to Us, including in Your Course application;

5.2 have provided Us with all relevant information to enable Us to provide the Course to You in accordance with these T&Cs and will continue to disclose any facts that would reasonably be considered relevant to Your registration in the Course;

5.3 are responsible for ensuring Your access to the Course, including, for example only, internet, devices, and account registrations with any Platform;

5.4 will comply with any reasonable directions that We issue to You regarding Your registration in the Course, including compliance with Our P&Ps notified to You and;

5.5 will not allow anyone to access the Course or Platform or use the Course Materials without Our prior written consent;

5.6 will not use the Course or Course Materials for any unlawful purpose or in a manner than contravenes any applicable laws or Our P&Ps;

5.7 will not post or transmit to Our website or any Platform any non-authorized material including, but not limited to, material that is reasonably considered as likely to cause annoyance, or which is defamatory, racist, obscene, threatening, pornographic or otherwise or which is detrimental to or in violation of any Platform, Our systems or a third party system;

5.8 will not do any act that We would reasonably deem to be inappropriate, is unlawful, or is prohibited by any applicable laws, including but not limited to:

- a. any act that would constitute a breach of either the privacy (including uploading private or personal information without an individual's consent) or any other of the legal rights of individuals;
- b. engage in conduct that is likely to bring Us into disrepute, violates anyone else's intellectual property or privacy rights;
- c. creates a health or safety risk; promotes illegal drugs, violates export control laws, relates to illegal gambling or illegal drug trafficking, or encourages similar behaviour or misconduct; is unlawful, defamatory,

threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offence, gives rise to civil liability, violates any law; or d. is otherwise inappropriate.

5.9 understand that Your acceptance into the Course does not entitle You to any outcomes except for the Learning Outcomes, unless otherwise notified to You. All other warranties regarding fitness for a particular purpose are expressly excluded to the extent permitted by law.

## **6. Fees, cancellations, refunds, and suspensions**

6.1 Fees a. You agree to pay the Fees to Us prior to Us granting You access to the Course, unless We specify or agree otherwise. b. You understand that if You fail to pay the Fees to Us in accordance with clause 6.1(a), We may take any action We consider appropriate, including, for example only, cancelling Your registration in the Course and/or pursuing You for recovery of the Fees. c. You acknowledge that Your participation in the Course may require You to incur expenses in addition to the Fees, including, for example only, flights, accommodation, and recommended reading materials, and agree that You are responsible for any such expenses.

### 6.2 Cancellation and refunds

a. Cancellations generally: i. Each party agrees to act reasonably in exercising its rights under this clause 6.2. ii. You acknowledge and agree that We incur costs to provide You the Course, even before the Course has started, and that the refunds specified in 6.2(b)(ii) are fair and reasonable.

b. Cancellations by You: i. If You, the student, decide to cancel within 14 calendar days of receiving your order confirmation and have not accessed your course materials, you are entitled to a full refund of the price paid. ii. If You start to use our services during the cancellation period (i.e., if you commence the course during the 14-day cancellation period) and/or if You access the course materials via the MLU Learning Portal, no refund will be payable.

iii. Cancellations and refunds in circumstances outside those described above, and/or following the expiry of the 14-day cancellation period, are subject to the terms and conditions set out in this Cancellation and Refund policy. For the avoidance of doubt, the cancellation period will expire 14 days after the date of the Order Confirmation.

iv. We may provide You with a full refund of Fees paid in exceptional circumstances that are beyond Your control and will have a direct impact on Your ability to successfully complete the Course, including, for example only, serious injury or illness, and carer's duties, provided that You act in good faith and provide Us with any supporting evidence We may reasonably require. We may have different cancellation terms depending on the Course, which We will communicate to You.

We will make the reimbursement using the same means of payment as you used for the initial transaction unless you have expressly agreed otherwise.

c. Cancellations by Us: i. We reserve the right to cancel the Course at any time and for any reason, including, for example only, where it does not meet the minimum enrolment numbers, or in the event of exceptional

circumstances. ii. In the event that We exercise Our rights under clause 6.2(b)(i), We will notify You of the alternatives We consider appropriate, including, for example only, different dates for delivery of the Course, registration in a Course with similar Learning Outcomes, or a full Refund of the Fees.

6.3 Suspensions We can suspend or restrict Your access to the Course if We consider it necessary and reasonable to do so, for example: a. to protect, maintain or repair any part of the Course; or b. where We consider that You are in breach of these T&Cs or relevant P&Ps notified to You

6.4 Termination You understand that, if you: (i)breach these T&Cs or any applicable P&Ps, (ii)do not successfully complete, or progress through the course within 1 year of enrolment.

We may take any action We consider reasonable in the circumstances, including, for example only, revoking Your registration in the Course and/or any achieved Learning Outcomes.

## **7. Disputes**

Both parties agree to act in good faith to resolve any complaints, grievances, and disputes, as well as in accordance with any of relevant P&Ps notified to You and reasonable to expect You to comply with.

## **8. Third party hosts**

8.1 You may be required to use Platforms operated by third parties. Unless expressly stated otherwise, We do not endorse and are not responsible for the content on those linked Platforms and have no control over or rights.

8.2 You must read the terms of use of any such Platform and notify Us if You do not agree to any such terms.

## **9. Intellectual property rights**

9.1 We (and/or Our third-party licensors) own (and will retain) all rights, title and interest (including all intellectual property rights) in the Course and the Course Materials.

9.2 You will not remove, obscure or interfere with any copyright, acknowledgment, attribution, trade mark, warning, disclaimer statement, rights management information or serial numbers affixed to, incorporated in or otherwise applied in connection with the Course.

## **10. Confidentiality**

Other than information available in the public domain, You agree not to disclose to any person, any confidential information relating to the Course including the Course Materials, without prior written approval from Us.

## **11. Non-commercial use**

You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, create derivative works from, transfer, sell or otherwise use any Course Materials, software, products or services accessed in relation to this Course. You may not use the Course, or any Course Materials, to further any commercial purpose, including any advertising or advertising revenue generation activity on Your own website.

## **12. Definitions**

- 12.1 Course Materials means any materials provided by or made available to You by Us in relation to the Course.
- 12.2 Course means a product that is a short course that We have offered to You, including, for example only, a seminar, masterclass, short-term intensive, continuing professional development program, professional development session, or class, to enable You to achieve the Learning Outcomes.
- 12.3 Course Outline means any material provided to You outlining the Course details and Learning Outcomes (if any).
- 12.4 Fees means the fees payable to Us for Your registration in the Course. All Fees are payable in Australian dollars (\$AUD) and exclude GST, unless specified otherwise.
- 12.5 Key Dates means the relevant period that You have been successfully registered to undertake the Course.
- 12.6 Learning Outcome means any learning outcomes specifically identified by Us to You at the outset of the Course, including, for example only, a qualification or certificate.
- 12.7 P&Ps means any of Our policies, procedures, codes of conduct, standards, or legislation that reasonably apply in relation to the Course.
- 12.8 Platform means any website, application, software program, or platform that We nominate for You to access the Course, or Course Materials, including, for example only, Badgr and Canvas.
- 12.9 Privacy Collection Notice means Our notice to You regarding the collection and use of Your personal information, available at: <https://www.medicine.unimelb.edu.au/about/mobile-learning-unit>
- 12.10 Privacy Policy means Our policy regarding the collection and use of Your personal information, available at <http://policy.unimelb.edu.au/MPF1104>.
- 12.11 Records Management Policy means Our policy regarding Our obligations to maintain accurate records, available at <http://policy.unimelb.edu.au/MPF1104>.
- 12.12 Registration Criteria means any criteria We consider reasonably necessary for Your registration in the Course.
- 12.13 Us or 'Our' or 'We' means the Mobile Learning Unit (MLU) at the University of Melbourne.
- 12.14 You or 'Your' means the person accepted by Us into the Course, and jointly, where applicable, a person or entity nominated by You to the extent they are reasonably required to perform Your obligations under these T&Cs, including, for example only, in relation to clause 6.1(a), whether or not We have entered into a separate agreement with Your nominee.