# THE HAILEYBURYX ONLINE LEARNING PLATFORM

* 1. These Terms govern the supply by Haileybury (ACN 004 228 906) and its related entities including Haileybury Rendall School (ACN 009 652 886), Haileybury Foundation (ACN 124

288 346) and Haileybury International (ACN 159 734 139) (collectively, **Haileybury** or **we/us**) to you of the HaileyburyX online learning educational platform and related services (the **Service**).

* 1. The Service is operated on a digital platform (**Platform**) that allows its users, which provides students, teachers and educational staff, parents, guardians and other related parties (**Users**) with access to electronic educational information resources to enhance learning opportunities. The Service and Platform are designed for Users to undertake activities that include, but are not limited to academic, administrative and commercial activities, conducting research, sharing educational resources, and to communicate with other Users. Users are expected to act in a considerate and responsible manner, and must adhere to the following Haileybury policies and procedures at all times, including these Terms:
     + [Child Protection Policy](https://www.haileybury.com.au/child-safety-policy)
     + Child Safe Code of Conduct
  2. Your use of the Service and/or Platform constitutes your agreement that you are bound by these Terms. If you do not agree, you may not use the Service and/or Platform. Haileybury may amend or terminate these Terms or the Service and/or Platform at any time and for any reason. If we amend these Terms, you will receive a notification the next time you use the Platform. Alternatively, we may email you to advise of the changes to these Terms. The updated Terms will apply from the date that they are published on the Platform and your continued use of the Platform after such time will constitute acceptance of any amended Terms.

# YOUR RIGHTS

* 1. **Privacy –** Haileybury takes the privacy of Users very seriously. We commit to complying with the *Privacy Act 1988* (Cth) and with the **Haileybury Privacy Policy** available on our **Website** located [here.](https://www.haileybury.com.au/privacy-policy) Purposes for which we collect and may use personal information include, but are not limited to, providing education, pastoral care, extra-curricular and, school administration and satisfying our legal obligations, including our duty of care and child protection obligations.
  2. **Platform Licence** - Haileybury grants you a limited, non-exclusive, revocable, non- transferrable license to access and use the Platform and relevant materials we provide on the Platform solely in connection with your use of the Service, and in accordance with these Terms. You may not without Haileybury’s permission: modify or copy the Platform or Haileybury’s materials; use the Platform or materials for any commercial purpose or public display; attempt to decompile or reverse engineer any software contained on the Platform; or replicate the Platform or materials on a server.
  3. **Consumer guarantees** – we provide the Service subject to consumer guarantees under the *Competition and Consumer Act 2010* (Cth). Nothing in these Terms affects your statutory rights. We make no express warranties beyond these consumer guarantees. To the extent permitted by law, our total liability for any loss or damage that you suffer or incur from using the Service is limited to us re-supplying the Service to you.
  4. **Disputes** - you may raise a dispute with Haileybury about any aspect of the Service and/or Platform or interactions exchanged in through the Service and/or Platform and will be handled in accordance with our Complaints Procedures.

# USE OF THE SERVICE

* 1. **User Accounts** - in order to use the Service you must sign-up to and maintain an active personal user Service account (**Account**) by providing your name, email address, date of birth and country of residence, and other information as we may require to operate the Platform, and selecting a unique password, which is different to the email address provided. Your email address will be your user ID, which with your password, will be used to access your Account. You may only obtain an Account if you are at least 13 years of age (or the minimum legal age in your country). If you are under 13 years of age (or the minimum legal age in your country), consent must be sought from your parent or guardian. You may not authorise third parties to use your Account, unless it is a parent or guardian and reasonable to allow such use, and you should keep your Account information, user ID and password secure and not share with another User. You may not transfer your Account to any other person or entity. From time to time, Haileybury may request further information from you in respect of your Account, including without limitation, your gender, school and parent contact and location details. By accepting these Terms, you agree to maintain and update all information provided from you to Haileybury. If any information provided by you is inaccurate, incomplete or out-of-date, we reserve our right to suspend or terminate your Account in accordance with clause 3.3 of these Terms.

You must promptly notify Haileybury if you are or become aware that there is or has been an unauthorised use of your login identification details and password or account, or any other security breach relating to your account.

* 1. **User Requirements** - you may only use the Service as directed or advised by us from time to time. You must not use the Service or Platform to collect, store, copy or otherwise deal with the personal information of another User. You must not upload, transmit or cause to be sent to any other User, any content or material that is unlawful, threatening, inflammatory (including swearing), abusive, libellous, defamatory, obscene, sexually explicit (including content that contains pornography, obscene or indecent material or grooming behaviour), causes harm or offence to others, or profane material. You must also not upload, transmit or cause to be sent any content that contains any viruses or is in any way false, fraudulent or misleading or that would give rise to criminal or civil liability. You must not impersonate or pertain to be another User, person or identity. For more information on correct use of the Service, please refer to Haileybury’s policy Acceptable Use Policy.

By creating an Account, you agree that the Service may send you notifications and emails as part of the normal operation of the Service. Such notifications include in-app notifications, on-platform notifications and notifications sent to a mobile phone device where you have registered with a mobile phone number.

* 1. **Suspension, termination and breach -** we reserve the right to suspend or terminate your Account if we believe you have used or attempted to use the Service and/or Platform in breach of these Terms. We also reserve the right to record, delete, block, copy and use any communications or data passing through the Platform and pass the information to external organisations where legally required to do so or in cases of possible breaches of Haileybury policies or procedures.
  2. **Device and network usage -** Haileybury shall provide access to the Platform and the Service to the best of its abilities, however we do not guarantee that the Service will function on any particular hardware or devices. The Service relies on your device and its network access and may be subject to limitations and delays inherent in the use of devices and electronic communications.
  3. **Spam –** we do not tolerate spam or unsolicited commercial electronic communications of any kind (including junk mail and chain letters). It is prohibited to misuse Haileybury’s systems including via the Platform to send spam to another person. If Haileybury determines that you have sent any spam or unsolicited communications via the Platform, it reserves its right to suspend or terminate your Account in accordance with clause 3.3 of these Terms.
  4. **Links –** if the Service contains links to third party sites, Haileybury is not responsible for the contents of any such linked site or any personal information that may be accessed by use of any linked site. The inclusion of any link does not imply endorsement by Haileybury of the site and use of any such linked website is at the User’s own risk. For the avoidance of doubt, Haileybury is not responsible for any content or requirements from any linked sites, which includes any payment made by you to any linked website or third-party sites or any age restrictions.
  5. **Removal of content** – you acknowledge that Haileybury will monitor all content and material which is posted, published, uploaded or otherwise disseminated via the Platform. Haileybury reserves its rights to edit, remove or delete any content or material which breaches these Terms or is deemed, in Haileybury’s sole discretion, is unacceptable.

# Courses

The Platform may offer a number of online courses (**Courses**). To register for a Course, you must pay the applicable price stated at time of registration, unless otherwise agreed in writing with Haileybury. The price of each Course will be quoted in Australian dollars (unless stated otherwise) and will be determined by Haileybury from time to time. We reserve the right to offer discounts or waive the registration fee of a Course for certain Users and you acknowledge that we may do this from time to time. We also reserve our right to charge you a levy for any transaction fees or other administrative fees or taxes. If such fee is applicable, it will be clearly stated prior to you registering for a Course. All payments must be paid via the payment method specified by Haileybury on the Platform at the time of registering for the Course. A contract for the supply of the Course will be entered into at the time we provide you with access to the Course materials, or part thereof.

If Haileybury needs to cancel a Course prior to its completion, we may at our discretion refund you a proportion of the registration fee paid by you which reflects the amount of the Course which has not been completed. Any refund will be made via the same payment method used to register for the Course.

# DISCLAIMERS

* 1. **No guarantee -** Haileybury does not warrant or provide any guarantees in relation to the use of the Service, the reliability of information provided to you through the Service, nor the availability or functionality of the Platform. Haileybury has policies as notified from time to time on the Website and Platform designed to promote the provision of quality, tailored and appropriate content by Users. You accept the risks arising out of your use of the Service and/or Platform to the maximum extent permitted by law.
  2. **Security -** the transmission of data over the internet, especially through mobile and handheld devices, is not always secure. Although we endeavour to secure our Platform, Haileybury is not liable for any breaches of security and you use the Platform entirely at your own risk. You acknowledge that it is your responsibility to implement sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the accuracy of data input and output.

# INTELLECTUAL PROPERTY

* 1. **Intellectual Property** - Haileybury’s Service and Platform contains **Intellectual Property**. Intellectual Property means any and all intellectual property, proprietary rights and industrial property rights (whether registered or unregistered) throughout the world including, without limitation, copyright, moral rights, performers’ protection, patents and inventions, trademarks, brand names, logos, service marks, designs and circuit layouts, software, domain names, trade secrets, business methods, know-how and methods of practice.
  2. **Use of Haileybury’s Intellectual Property –** all Intellectual Property on Haileybury’s Platform and/or Website is owned by Haileybury, or a third party further to which Haileybury is licensed to use that Intellectual Property. Unless you are permitted by law or with written consent from Haileybury, you must not copy, reproduce, on-sell, transmit, licence, display or otherwise distribute any of that Intellectual Property in whole or in part without Haileybury’s prior written consent.
  3. **Use of User Intellectual Property –** you agree that you are solely responsible for publishing, uploading and submitting your own content (**User Content**). When you publish User Content, you warrant and represent to Haileybury and other Users that you are the sole owner of, or have the proprietary rights in the User Content, or if the User Content includes any material or content which belongs to a third party, you warrant that have obtained the consent of that third party to use and publish their material. When you share, post, or upload User Content that is covered by intellectual property rights (for example, a photo or video), you grant to Haileybury a non-exclusive, royalty-free, transferrable, sub-licensable, worldwide licence to host, use, distribute, reproduce, modify, run, copy, adapt, publicly perform or display, translate and create derivative works of your intellectual property for purpose of promoting, marketing and providing the Service. We not claim any ownership of any User Content.

Haileybury reserves the right to disclose your identity to any third party which claims any of the User Content uploaded by you constitutes a breach of their intellectual property rights or privacy rights.

# LIMITATION OF LIABILITY

You agree that Haileybury is not liable for: delay or inability to provide the Service due to events beyond our control; loss of data; the content and posts of other Users; the actions or inactions of other Users; consequential loss caused by our breach of these Terms that does not arise in the natural and ordinary course of events; or loss which exceeds $2,000.

# INDEMNITY

You are liable for and agree to indemnify Haileybury against all claims, liabilities, penalties, suits and actions, resulting directly or indirectly from: any information that you have provided to us being inaccurate, misleading or incomplete; your breach of any law; your breach of these Terms; or a misuse of the Service and/or Platform by you.

# SEVERABILITY

If any part of these Terms is determined to be illegal, invalid or otherwise unenforceable or void, that part shall be severed to the extent necessary and the remainder of these Terms shall continue in full force and effect.

# GOVERNING LAW

These Terms are governed by and construed in accordance with the laws of Victoria, Australia, as well as the laws of other countries that are, or may be, of potential relevance, and you accept the exclusive jurisdiction of its courts and the Australian Centre for International Commercial Arbitration (**AIACA**).

# INTERNATIONAL ARBITRATION

Any dispute, controversy or claim arising out of or relating to these Terms, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the **AIACA** Arbitration Rules. The number of arbitrators shall be one; the seat of arbitration shall be Melbourne, Australia. The language of arbitration shall be English. The parties consent to an appeal to the Supreme Court of Victoria on any question of law arising in the course of arbitration or out of an arbitration award.

# ENGLISH LANGUAGE

These Terms have been prepared and are to be read in English, and all correspondence, notices and communications made under or in connection with these Terms shall be in English.

# CONTACT

If you have a query regarding these Terms or for further information on using the Platform or Service, please contact:

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| **HaileyburyX** |  |
| **Email:** | [HaileyburyX@haileybury.vic.edu.au](mailto:HaileyburyX@haileybury.vic.edu.au) |
| **Postal Address:** | 855-891 Springvale Road, Keysborough VIC 3173 |
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