

TERMS & CONDITIONS

The Introduction to Agile Course offered by Open Colleges Pty Ltd (ACN 000 011 692) (**we or us**) is subject to the following terms and conditions (**T&Cs**).

Please read the T&Cs carefully before purchasing the Course as this is a legal document. You should understand that by purchasing the Course, and accessing its content, you agree to be bound by these T&Cs.

- Eligibility**
- You must be at least 18 years of age and reside in Australia to be eligible to enrol in the Course.
 - Short Courses do not qualify for any units of competency or confer any qualification under the Australian Qualifications Framework (AQF). On completion of the Short Course you will be issued with a certificate of completion by Open Colleges.
- Term & Extensions**
- Access to the Course is for a fixed term of 3 months from the date of enrolment provided you remain eligible for access (**Term**).
 - We may grant an extension of 1 month (up to a maximum of 6 months) if you request it, subject to payment of an additional fee, unless we determine otherwise (in our sole discretion).
- Price & Payment**
- The price payable for the Course is the price stated on our website at the time you enrol (**Price**) and must be paid in full at the time of enrolment. All prices are in Australian dollars and are GST inclusive (where applicable). We reserve the right to change a Price at any time.
 - From time to time we may offer promotional pricing. If we provide any discount code to access a promotional price then it is personal to you, can only be used once, must be applied during the check-out process and cannot be applied retrospectively.
 - Any additional charges you incur accessing the Course (like data charges or internet connection) are your sole responsibility.
 - From time to time we may offer complimentary enrolment in the Course, including to students already enrolled with us. For the avoidance of doubt, these T&Cs shall apply in full to such access, with the benefit being conferred as consideration for these T&Cs.
- Your Account**
- The Course is for personal use only. You must not transfer your enrolment to someone else and you are solely responsible for all use associated with your account (regardless of whether you have authorised access).
 - You must notify us immediately if you become aware of any unauthorized use or access of your account.
 - Your access to the Course may be suspended if: (a) your enrolment with us is no longer current; (b) if we suspect or detect any misuse of your account or the Course including use of a general email address or multiple email address changes; or (c) determine (acting reasonably) that you are in breach of these T&Cs or any applicable law or regulation.
 - We will provide support for issues relating to access to the Course on OpenSpace. Support is not provided in relation to the content of the Course.
- Cancellations and Refunds**
- Due to the length of the Course, your purchase of the Course is, subject to the rights you have under the *Competition and Consumer Act 2010* (Cth)), non-cancellable and non-refundable.

- IP Rights & Use of Content**
- All content in the Course (including all video, text, graphics, music, ideas etc. but excluding any 3rd party linked content) is the proprietary information of Open Colleges Pty Ltd and Elabor8 Pty Ltd (or licensed to us) as joint copyright owners. It is protected by proprietary and intellectual property rights. All content is copyrighted under applicable copyright laws.
 - Your purchase of the Course grants you a limited, non-exclusive, non-transferable licence to access and view the content for educational purposes, with unlimited (subject to fair use) access for the duration of your Course, subject to these T&Cs. All other uses are expressly prohibited.
 - You must not (or attempt to):
 - modify, translate, adapt, alter, publish, transmit, distribute, perform, participate in the sale or transfer of, create derivative works of, or in any way exploit, any of the content (in whole or part);
 - stream content or on-sell content to a third party, or provide a general log in access to multiple users;
 - remove, cover, alter or obfuscate any proprietary notices, labels, trade marks or service marks on any content; or
 - reverse engineer, disassemble, decompile or derive source code from the content, or the platform it is on.
 - We may include hyperlinks to 3rd party content or websites in a Course to share additional content of interest on publicly accessible websites. In doing so, we do not intend to imply or create any endorsement, support or association with that 3rd party or their website, nor do we take responsibility for their content, or any privacy law compliance.
 - Whilst we take all due care in providing the Course, we do not provide any warranty either express or implied including without limitation warranties of merchantability or fitness for a particular purpose.
- Technical Issues**
- From time to time, our website or platforms (including Open Space) used for the Course may be down for planned or urgent maintenance. We will give you advance notice (where possible) of such outages in OpenSpace.
 - We are not responsible for delay or failure caused by events outside of our reasonable control, like natural disaster, act or war, hostility, sabotage, telecommunication or electrical outage, or any government restrictions.
 - While we have measures in place, we do not warrant our systems or website are free of any viruses and/or malware (of whatever nature), and we are not responsible for any damage to your system which arises in connection with your use of our website (or any linked website).
- Content Changes**
- The content in the Course may be upgraded and modified at any time to sustain the quality, quantity, currency and variety of it, so it remains at least consistent with content as at the start date of the Course.
- Privacy**
- All collection and use of your personal information in connection with your account with us and the Course will be handled in accordance with our [Privacy Policy](#), and specifically will be used to manage your account including communicating with you about it. We may also use it to notify you of offers, benefits or new courses, unless you tell us otherwise.
- Liability**
- To the extent permitted by law and subject to the rights you have under the *Competition and Consumer Act 2010* (Cth), we are not liable to you for any direct or indirect, incidental, consequential or special loss or damage (including without limitation loss of income or revenue, loss of business, loss of profits or

contracts, loss of opportunity, loss of anticipated savings, loss of data, loss of goodwill) suffered or incurred by you in connection with the Course. In any event, our liability to you is limited to the value of the Price paid.

- The Course may include the name and branding of Elabor8 Pty Ltd in their capacity as the joint copyright owner of the content in the Course. Your rights and remedies under this T&Cs and in relation to the Course are solely with us.

Changes to T&Cs

- We reserve the right to update these T&Cs from time to time and provide you with written notice to the email address associated with your account. If you access the Course following this notice, this will represent your agreement to be bound by these T&Cs as amended.

Laws

- These T&Cs are governed exclusively by the laws of New South Wales and the Courts of New South Wales shall have exclusive jurisdiction in the event of any dispute.