

TERMS & CONDITIONS

Open Colleges Pty Ltd (ABN 000 011 692) (**we** or **our**) are the authorised reseller of the Australian Institute of ICT (**AIICT**) Cybersecurity Professional Course (**Course**).

The course proprietor is DDLS Australia Pty Ltd t/a AIICT. AIICT (and not us) will deliver the course to you on AIICT's online platform.

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

You must be at least 18 years of age and reside in Australia to be eligible to enrol in the Course.

Our Role

- As the authorised reseller of the Course, our role is to advertise and market the course, to facilitate your enrolment into the Course and to collect payment on behalf of AIICT.

Course Delivery & Content

- The Course is delivered by AIICT on AIICT's online learning platform. Your enrolment in and access to the Course is subject to AIICT's student agreement (**AIICT's Terms**), and you agree to be bound to the terms of the [AIICT Terms](#) in addition to these T&Cs. **You must carefully read these and understand your obligations.**
- Within 2 business days of your enrolment AIICT will issue you with log in information for their online learning platform.
- We provided the content in the Course 'as is'. This means we do not review the content provided by AIICT, nor do we exercise any editorial control over the content. As a result, we do not guarantee in any manner the reliability, validity, accuracy or fitness for purpose of the content, nor are we responsible for the content or any other aspect of any websites (including their collection of information about you) that may be linked, as these are not owned or controlled by us.
- The Course does not qualify for any units of competency or confer any qualification under the Australian Qualifications Framework (AQF). On successful completion of the Course (including passing required exams) you will be issued with certificates of completion (by AIICT) as outlined on our [Course Page](#).
- The Course is for a maximum duration of 12 months and you must start the Course on the nominated date.

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 enrollment. 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.
- If you are required to retake any exam required to complete the Course then this will be at your cost, and payable direct to AIICT.
- From time to time we may offer complimentary enrolment in the Course to students already enrolled in study with Open Colleges. 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.
- After you have paid the Price, we will send you a confirmation of payment for your records. Within 2 business days, AIICT will issue you with a tax invoice for the Course, noting it has been paid in full.

Cancellations and Refunds

- There is a cooling off period of 7 days from the day you pay for the Course in full (**Cooling Off Period**). If you cancel within the Cooling Off Period then you will receive a refund of the Price, less AIICT's administration fee of \$600.
- You will not be eligible for a refund within the Cooling Off Period if you have downloaded, viewed or accessed over 10% of the content, or accessed and completed any assessment within the Course.
- Refunds will only be credited to the original funding source.
- Otherwise, subject to the rights you have under the *Competition and Consumer Act 2010* (Cth) or as otherwise set out in these T&Cs, no refunds are provided for cancellation outside of the Cooling Off Period if you choose to cease studying, withdraw or cancel your enrolment.

Privacy

- All collection and use of your personal information in connection with 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.
- You agree to us providing your name and email address to AIICT, to enable you to be enrolled in the Course on their platform, for them to deliver the Course or for support on technical issues. [AIICT's privacy policy](#) will apply to their handling of your personal information and we are not responsible for their use of such information.

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.

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.