

# Terms and Conditions

## 1.0 Introduction

The Offcampus Terms and Conditions (“Terms and Conditions”) apply to the entire platform, web sites and other interactive features or services of Offcampus. Offcampus is referred to in these Terms and Conditions as **“Offcampus,” “Offcampus platform,” “we” or “our.”** **“You,” “your”** and **“user”** refers to any individual or entity using the Services.

These Terms and Conditions govern the use of the Services, regardless of how you access our Services, whether by computer, mobile device, or otherwise; and whether you are a registered user or a guest.

By using the Services provided by Offcampus, you agree to the Terms and Conditions. If you do not agree to the Terms and Conditions, you are not authorized to use our Services and you must cease all such use immediately.

Offcampus reserves the right, at any time, to update and change any of all of these Terms and Conditions, in its sole discretion, including but not limited to the fees and charges associated with the use of the Services. If Offcampus does so, it will post the modified Terms and Conditions on the Website, though Offcampus will notify you of any changes, that, in our sole discretion, materially impact these Terms and Conditions. You are responsible for regularly reviewing the most current version of the Terms and Conditions, which are available at [www.offcampus.com.au/policies](http://www.offcampus.com.au/policies). Continued use of the Services after any such changes have been made shall constitute your consent to such changes.

## 1.1 Definitions

**“Offcampus”** means the educational platform trading under the legal entity of Offcampus Pty Ltd - ABN 55631886774

**“User”** means registered individuals, who have signed up via the Offcampus account registration process, and guests who are directly accessing the Services and public information through [www.offcampus.com.au](http://www.offcampus.com.au) or otherwise via a third party link.

**“Tutor/(s)”** means any individual who has been authorized to provide educational services to students using the Offcampus platform.

**“Services”** means the Expert Q&A feature provided by Offcampus which has been released on [www.offcampus.com.au](http://www.offcampus.com.au).

**“Website”** means the website accessible at [www.offcampus.com.au](http://www.offcampus.com.au) and any directly linked subsidiary web pages with Offcampus.

## **2.0 Disclaimer**

Offcampus is an educational platform providing services that assist students in working towards better grades during their schooling and VCE. VCE is a registered trademark of the VCAA. The VCAA does not endorse or make any guarantees regarding the educational content and study resources provided on Offcampus. The current VCE Study Designs and related content have been used by Offcampus to guide the services provided to all users and can be accessed directly at [www.vcaa.vic.edu.au](http://www.vcaa.vic.edu.au)

Under the *Australian Consumer Law*, you accept that the information that is provided, shared, relayed or otherwise by tutors and Offcampus is general information and is not in the nature of advice and is not assured to be error-free.

To the maximum extent permissible by law, Offcampus does not accept responsibility for any such loss arising out of your use or reliance on information contained on or accessed through the Website. Offcampus excludes liability for any loss, damage or injury however caused (including through negligence), which you may directly or indirectly suffer in connection with your use of this Website.

## **3.0 Account Registration & Termination**

A user may only have one Offcampus account for the use of the Services. You may not create or use more than one account, and you may not share your account or any of the Services with others. A parent or guardian may create a linked account or an account on behalf of a student.

All the information provided to create an account must be accurate and complete. You may not impersonate any other person or use a name that is not your own. It is your responsibility to ensure that you keep your account information current and updated. You agree to not use the account, username or password of another user at any time, nor to disclose your password to any third party. It is your sole responsibility to maintain confidentiality of your password. You agree that you will not sell, share or otherwise transfer your account or any account rights.

You should notify Offcampus immediately if you suspect any unauthorised activity or use of your account. Offcampus reserves the right to terminate your account for any reason at our sole discretion without notice and without liability.

### **3.1 Changing Account Plan**

If for any reason you are unable to change your account plan on the Account Center page, please email us at [billings@offcampus.com.au](mailto:billings@offcampus.com.au) and we will deal with your situation as soon as possible.

### **3.2 Refunds**

If for any reason you are not satisfied with the Services provided, each Service has a dissatisfaction handling procedure on the Website which you can use to report the reasons for your complaint. Alternatively, please email us at [support@offcampus.com.au](mailto:support@offcampus.com.au). All refunds are at Offcampus's sole discretion.

### **3.3 Account Deactivation**

You may deactivate your account with Offcampus at any time. Your account will only be deactivated and closed after all transactions have been processed, including any outstanding payments. If you'd like to deactivate your account, please select 'deactivate' on the Account Center page or email us at [support@offcampus.com.au](mailto:support@offcampus.com.au). Even if your account is deactivated, your activity, reviews, ratings, messages and any other data you have shared while using the Services may remain. Offcampus reserves the right to deactivate or suspend your account in its sole discretion for any reason, including but not limited to inactivity or misuse.

## **4.0 Acceptable Use**

Additional to the Safe Offcampus Policy, you shall be responsible for your compliance with these Terms of Conditions, including:

1. being solely responsible for the accuracy, quality, integrity and legality of your activity;
2. being solely responsible for the use of Offcampus Services in accordance with applicable laws and government regulations;
3. being solely responsible and liable for all activities conducted through your account in connection with the Services; and
4. promptly notifying Offcampus when you become aware of any reasonable suspicious activity or security breach of your account.

You must not:

- a) make the Services available to anyone other than yourself;
- b) use the Services to store or transmit any content that may be infringing, defamatory, threatening, harmful or otherwise tortious or unlawful, including any

content that may violate intellectual property, privacy, rights of publicity or other laws;

- c) upload to, or transmit from, the Services any data, file, software, or link that contains or redirects to a virus, Trojan horse, worm, or other harmful component;
- d) attempt to reverse engineer, hack, disable, interfere with, copy, or disrupt the integrity or the performance of the Services;
- e) access the Services in order to build a competitive product or service or copy any ideas, features, functions, or graphics of the Services; and
- f) attempt to gain unauthorized access to the Services or authorize, permit or encourage any third party to do any of the above (a-f).

## **5.0 Indemnification**

You shall defend, indemnify, and hold harmless Offcampus, its management, directors, affiliates, officers, employees, contractors and agents from and against all claims, losses, damages, penalties, liability and costs, including reasonable attorneys' fees, of any kind or nature which are in connection with or arising out of a claim.

## **6.0 Limitation of Liability**

To the maximum extent permissible by *Corporations Act 2001* and applicable law, in no event shall Offcampus, its directors, employees, contractors, or licensors be liable for any indirect, punitive, incidental, special, consequential, or exemplary damages, including damages for loss of profits, goodwill use, or data or other intangible losses, that result from the use of, or inability to use, the services or any other aspect of the Terms and Conditions. Under no circumstances will Offcampus be responsible for any damage, loss, or injury resulting from hacking, tampering, or other unauthorized access or use of the Services or your account or the information contained therein.

## **7.0 Entire Agreement**

The Terms and Conditions of this Agreement, Offcampus's Privacy Policy, and Safe Offcampus Policy, together with any applicable laws, constitutes the entire agreement between the parties with respect to the use of the Services and the Website.

## **7.1 Governance**

This Agreement and the Terms and Conditions are governed by the laws of Victoria.

## **8.0 Review**

This Terms and Conditions agreement will be reviewed on an ongoing basis to ensure that the sections of this agreement remain up to date with the needs of those who use and/ or interact with Offcampus and its Services.

This policy was last updated on *24 May 2019*.