

# Student Terms of Use

Welcome to alffie, combining passionate people, innovative technology and a little bit of genius to create digital education that delivers exceptional results and changes people's lives. We're an experienced registered training organisation with an unparalleled passion for elearning. We're delighted to have you on board as a student.

These Student Terms of Use (**Terms**) explain our obligations as the provider of training solutions and your obligations as a student. Please read them carefully

## Training Organisation

Your Registered Training Organisation (**RTO**) is Training Online Australia Pty Ltd, ABN 32 606 780 214, trading as alffie, RTO Number 41206 (**alffie, us or we**). All course content, assessment and issuing of qualifications is completed by alffie. alffie is responsible for the online environment that you complete your course in and any technical or IT assistance will be provided by alffie's Help and Support Teams.

The alffie Student Handbook ([Handbook](#)), which forms part of these Terms, contains information on access and equity, admissions, privacy, support, fees and refund policies, as well as information on support and assessment services you can access as you complete your course. This Handbook is also available from within your course summary screen, so you can access it any time. We may update the Handbook from time to time, so please check this link regularly.

## Terms and Conditions

These Terms govern the training course provided to you by alffie (**Course**), all training materials, including printed materials and online documentation, provided or made available to you in respect of the Course (**Training Materials**) and your use of the alffie online Learning Management System, the website [www.alfie.com](http://www.alfie.com) and any related mobile applications (together, the **Platform**).

Before you begin your Course or otherwise access the Platform, please read through the following Terms, which set out the terms of your enrolment on the Course.

If you do not agree to these Terms, you must not proceed with your enrolment on the Course or access or use the Platform or the Training Materials.

The agreement formed by these Terms continues for the duration of your Course, unless otherwise specified.

## **Enrolment**

You are responsible for completing the enrolment process for the Course, including accepting these Terms. You warrant that any information you provide to us as part of the enrolment process is correct. We will store a record of your acceptance of these Terms, detailing the date and time these Terms were accepted for future reference.

Enrolments are usually completed online, however phone based enrolment is offered as an alternate enrolment system. Phone based enrolments require verbal authorisation from the employment consultant who referred you to this Course (**Employment Consultant**), if applicable.

Email confirmation of your enrolment will be sent to your nominated Employment Consultant, if applicable.

## **Your account**

As part of the enrolment process, you will receive an automatically generated email inviting you to set up a username and password for the Platform. This user account will enable you to access the Training Materials and complete the Course.

You should not share your user name or password with any other person or entity. We may assume that anyone using the user name and password allocated to your user account has your authorisation to do so and you are responsible for any acts and omissions of any individual using such user name and password.

You acknowledge that we may monitor your activity on the Platform and may store your access logs.

## **Student Suitability**

As between you and us, it is your responsibility to assess your suitability to ensure that you have the ability to complete the Course.

As a condition of your enrolment, you must complete a language, literacy and numeracy assessment prior to the start of the Course. Completion of this assessment to a minimum standard determined by alffie is a prerequisite of your acceptance into the Course.

Other than as specified in the Handbook, we are not responsible for assisting you with any areas of language, literacy or numeracy and will not refund the Fees to any party if you fail to complete the language, literacy and numeracy assessment or are unable to complete the Training Course for any reason (other than as set out in these Terms).

We take no responsibility for any actions that you take as a result of undertaking the Course.

## **Course Assessment**

Your participation on the Course is assessed by qualified assessors against national competency standards. The theory assessments are available at the end of each unit. If you require any assistance with your assessments alffie support teams are available on 1300 253 343, or alternately you can select the 'help' tab located at the top of this page and enter your contact details and alffie will contact you for assistance.

Students may be required to undertake a work placement in order to fulfil the practical demonstration requirements for the Course. Where applicable, we will assist in organising work placement, once you are deemed "Satisfactory" in the theory component of all units. Work place assessment occurs during work placement, therefore this makes up the final component of the assessment.

If you do not complete a work placement where one is required, you may only be eligible for a Statement of Results or Attainment for the units in which you have successfully completed the theory component. You will be given one opportunity to enter the work placement phase. If you decline the offer of work placement you will be required to source you own placement within a 3 month period. This does not include if you are on an approved medical exemption with alffie.

Please refer to your [Handbook](#) for further information on our assessment policy.

## **Intellectual Property Rights**

The Course, Training Materials and the Platform are the property of alffie or its licensors and are protected by intellectual property laws. All copyright, trademark and other proprietary rights associated with Course, Training Materials and the Platform (including all graphics, design elements, audio, music and all other materials originating from or used within the Platform) are reserved to alffie or its licensors.

You acknowledge that all intellectual property rights in the Course, Training Materials and the Platform are licensed (not sold) to you, and that you have no rights in, or to, the Course, Training Materials and the Platform other than the right to use them in accordance with these Terms.

Subject to these Terms, we grant to you a non-exclusive, revocable and non-transferable limited license to view, download and use the Platform and the Training Materials for the purpose of completing the Course in accordance with these Terms. Your right to use the Platform and the Training Materials continues for the duration of the Course (subject to termination of your access in accordance with these Terms).

You agree:

- to observe copyright and other restrictions imposed by us in respect of the Course, Training Materials and the Platform;
- not to copy the Training Materials or any part of the Platform except where such copying is incidental or necessary for the purposes of completing the Course or is otherwise permitted by law;
- not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Training Materials, nor permit the Training Materials or any part of them to be combined with, or become incorporated into, any other materials;
- alter, tamper with, reverse engineer, decompile or disassemble the Platform;
- copy, adapt, modify, reproduce, store, distribute, print, display, broadcast, publish, communicate or make available to the public, or create derivative works of, the whole or any part of the Training Materials or the Platform, except as otherwise expressly permitted by us in writing or these Terms, or to the extent permitted by law;
- to include alffie's copyright notice on all entire and partial copies you may make of the Training Materials on any medium; and
- not to provide or otherwise make available the Training Materials, in whole or in part, in any form to any person without our prior written consent.

### **Minimum IT Requirements**

In order to access the Training Materials and complete the Course, you will require the following minimum technical specifications:

- MAC OSX, Windows XP or later;
- an internet web browser;
- Flash player;
- speakers or headphones; and

access to email.

### **Communication with alffie**

Our communications with you will generally be handled by either our support services team or training assessors, as applicable.

We will notify you of any planned network outages regarding the Platform.

We will also notify you of any new course offerings or course changes when appropriate to do so.

### **Acceptable Use**

You must not use the Platform or any materials or data available on or generated from the Platform, including the Training Materials:

- so as to breach any law or regulation or any standards, guidelines or codes issued by any relevant authority;
- to infringe a third party's rights (including intellectual property rights);

- in connection with or to post any information or material that may be, or that may encourage conduct that may be, unlawful, threatening, abusive, defamatory, inappropriate, indecent, misleading or untrue;
- in any manner that is unlawful;
- to send unsolicited data to third parties; and
- in a manner that is fraudulent or interferes with or disrupts the proper working of the Platform.

You must not:

- use any robot, spider, scraper, data mining process or other device or process to retrieve, index, or in any way reproduce, modify or circumvent the structure, security or layout of the Platform;
- directly or indirectly, introduce or permit the introduction of, any virus, worm, Trojan horse, time bomb or other harmful code in or on the Platform, or in any manner whatsoever corrupt, degrade or disrupt the Platform; and
- link to the Platform or any other website without our prior written consent.

## **Confidentiality**

You must:

- keep confidential all information that is of a confidential nature (including the Training Materials) which is disclosed by us to you;
- not publish or disclose our confidential information without our express prior written consent; and
- notify us immediately if you become aware of any breach of the obligations above and, at our request, take all such steps as are necessary to prevent further disclosure.

The obligations above regarding confidentiality are effective from the date you accept these Terms and shall remain in full force and effect for 10 years from that date.

Information that you provide to us, including as part of the enrolment process will be kept confidential by us and will only be disclosed:

- with your consent;
- where required by law;
- as set out in these Terms;
- to the extent necessary for us to provide you with the Course and/or comply with these Terms, including for the purpose of responding to your queries; and
- if we cease operations, information regarding students will be disclosed to the Australian Skills Quality Authority (**ASQA**) or any similar or replacement Government department or agency.

## Privacy

alffie is committed to protecting the privacy of your personal information. Please refer to your [Handbook](#) for further information on our privacy statement.

You acknowledge that information about you and your progress on the Course, including personal information (as that term is defined in the *Privacy Act 1988* (Cth)) which you provide to us as part of your enrolment and on an on-going basis as part of your participation in the Course, may be disclosed to a range of third parties, including, to the extent applicable:

- your nominated Employment Consultant and organisation that he or she works for (**Employment Services Provider**), if applicable, so that they can monitor your progress with the Course; and/or
- the Commonwealth Department of Education and Training, other Government departments and regulatory bodies such as ASQA and, for Tasmanian students, the Tasmanian Qualifications Authority (TQA), or any similar or replacement departments or agencies, where required as a result of law or Government policy.

The information which may be disclosed to your Employment Consultant and Employment Services Provider as described in the Handbook, under the heading "Employment services providers (if applicable)".

## Transfers and Cancellation of Training Courses

Due to the immediate nature of being able to start a Training Course, requests for refunds, transfers or cancellations will not be accepted by alffie, except where required by law (including as a result of a Non-excludable Condition).

Please note that we reserve the right to cancel or change the content of the Course at any time and without notice. If we do so, we will offer (at our discretion) alternative dates for you to complete the Training Course or a full refund of the Fees or a credit note to the party responsible for payment of the Fees.

## Disclaimer

Subject to any Non-excludable Conditions:

- the Course, Training Materials and the Platform are provided "as is" and without any guarantee, warranty or condition, express or implied;
- we disclaim any warranties of satisfactory quality, fitness for a particular purpose, reliability, timeliness, accuracy, completeness and non-infringement of third party rights;
- we do not guarantee or warrant that the Training Materials or the Platform will be free from errors, omissions or viruses;
- we do not guarantee continuous, uninterrupted or secure access to the Course, Training Materials and the Platform;

- you acknowledge that your access to and use of the Training Materials or the Platform may be interfered with by numerous factors outside our control;
- we do not warrant the accuracy of any advice, opinion, statement, representation or other information displayed on or accessible through the Course, Training Materials or the Platform; and
- we make no guarantees, representations or warranties in respect of the information and materials available through the Platform (including the Training Materials) or the means of accessing that information and material (including any software operating in connection with the Platform).

### **Our liability to you**

To the maximum extent permitted by law, all express or implied guarantees, warranties, representations and other terms and conditions of any kind in relation to the Course, Training Materials or the Platform not contained in these Terms are expressly excluded.

If any guarantee, warranty, term or condition is implied or imposed in relation to these Terms under the Australian Consumer Law or any other applicable legislation (a **Non-excludable Condition**), then our liability for breach of the Non-excludable Condition is limited, at our option, to:

- in the case of goods, either replacement or repair of the goods or payment of the cost of replacing or repairing the goods; and
- in the case of services, to either resupply of the services or the cost of the resupply of the services.

Except for liability in relation to breach of a Non-excludable Condition:

- subject to the remainder of this clause, our maximum aggregate liability for all claims relating to these Terms, the Course, the Platform or the Training Materials will be limited to the value of to the Fees paid in respect of the Course. This limit on liability will apply however that liability arises, provided that it shall not limit our liability in the case of fraud, wilful default, death or personal injury caused by our negligence or any other liability to the extent that it may not be excluded or limited as a matter of law; and
- we exclude all liability to you, whether arising in contract, tort (including negligence) or otherwise, for any consequential, indirect or special losses or damages, loss of, damage to or corruption of data, loss of profit, loss of income, loss of revenue, business interruption, loss of information, loss of reputation, loss of opportunity, goodwill or reputation, loss of the use of money or anticipated savings or loss of business arising in relation to the these Terms, the Course, Training Materials or the Platform, including use of or reliance on any part of the Training Materials or the Platform (including the inability to use any part of the Training Materials or the Platform or the features on the Platform or any technical malfunction, error, virus, delay or interference on the Platform), even if we knew the loss or damage was possible or otherwise foreseeable.

Notwithstanding anything else in these Terms, our liability to you for infringement of third-party intellectual property rights shall be limited to breaches of rights subsisting in Australia.

### **Termination and suspension**

We may suspend or terminate the agreement formed by these Terms (including your access to the Platform and your enrolment on the Course) immediately by written notice to you:

- if you commit a material or persistent breach of these Terms which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so. This includes failure to pay the Fees when due, if you are the party responsible for payment of the Fees; or
- on the grounds set out in the Handbook.

Upon expiry or termination of your access to the Platform and your enrolment on the Course for any reason:

- all rights granted to you shall cease;
- you must cease all activities authorised by these Terms; and
- you must immediately delete or remove the Training Materials from all computer equipment in your possession or control, and immediately destroy all copies of the Training Materials then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.

### **Apple App Store terms**

This section applies where the Platform has been acquired from the Apple App Store. You acknowledge and agree that the agreement for use of the Platform is solely between you and alffie, not Apple, Inc. (**Apple**) and that Apple has no responsibility for the Platform or content thereof. Your use of the Platform must comply with the App Store Terms of Service.

You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Platform. In the event of any failure of the Platform to conform to any applicable warranty, you may notify Apple, and (where applicable) Apple will refund the purchase price for the Platform to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Platform, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by these Terms and any law applicable to alffie as provider of the Platform.

You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the Platform or your possession and/or use of the Platform, including, but not limited to: (i) product liability claims; (ii) any claim that the Platform fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by these Terms and any law applicable to alffie as provider of the Platform.



You acknowledge that, in the event of any third-party claim that the Platform or your possession and use of that Platform infringes that third party's intellectual property rights, alffie, not Apple, will be solely responsible for the investigation, defence, settlement and discharge of any such intellectual property infringement claim to the extent required by these terms.

You represent and warrant that:

- you are not located in a country that is subject to U.S. Government embargo, or that has been designated by the U.S. Government as a 'terrorist supporting' country; and
- you are not listed on any U.S. Government list of prohibited or restricted parties.

You and alffie acknowledge and agree that Apple, and Apple's subsidiaries are third-party beneficiaries of these Terms as relates to your licence of the Platform, and that, upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms as relates to your licence of the Platform against you as a third-party beneficiary thereof.

### **Terms relating to payment**

This section applies if you, and not a third party such as an Employment Services Provider, are responsible for payment of all applicable fees and charges relating to the Course (**Fees**).

You must pay the Fees specified on our website from time to time for the Course. We will invoice you for the Fees and you must pay all invoices within 14 days from the date of invoice unless otherwise specified. We only accept payment by electronic funds transfer, cheque or credit/debit card.

Fees are non-refundable except as specified in these Terms or otherwise required by law.

If any information that you have given to us proves to be incorrect, which has resulted in our not charging you the correct Fees for the Course that you are enrolled in, we reserve the right to adjust the Fees (upwards or downwards) so that it is the correct Fee for your circumstances.

The Fees and any other amounts quoted on our website are GST exclusive amounts.

A party must pay GST on a Taxable Supply made to it under these Terms. It must do so at the same time and in the same manner as it is required to pay the consideration for the Taxable Supply to which the GST relates. A party making a Taxable Supply to another party under these Terms must issue a tax invoice in the format required by law to the other party for the Taxable Supply. The tax invoice must set out the amount of the GST payable by that other party and may be issued electronically. The tax invoice must be issued at the same time as the consideration for the Taxable Supply is due. Each party must do anything reasonable to assist the other party to comply with its GST obligations in relation to these Terms. Any capitalised terms used in this section which are not defined in these Terms

have the same meaning as those terms *in A New Tax System (Goods and Services Tax) Act 1999* (Cth).

### **Transfer of rights and obligations**

These Terms are binding on you and on your respective successors and assigns.

You may not transfer, assign, charge or otherwise dispose of any of your rights or obligations arising under these Terms without our prior written consent. We may transfer, assign, charge, sub-contract or otherwise dispose of any of our rights or obligations arising under these Terms, at any time.

### **Force majeure**

We are not liable for any failure to perform, or delay in performance of, any of our obligations under these Terms to the extent that this caused by events outside our reasonable control (**Force Majeure Event**). A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control such as an act of God, war, act of public enemy, blockade, revolution, riot, insurrection, civil commotion, lightning, storm, flood, fire, earthquake, explosion, embargo.

The relief granted to us under this section will continue for the period that the Force Majeure Event continues and we will have an extension of time for performance of any of our obligations for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations may be performed despite the Force Majeure Event.

### **Waiver**

If we fail, at any time, to insist upon strict performance of any of your obligations under these Terms, or if we fail to exercise any of the rights or remedies to which we are entitled under these Terms, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default and no waiver by us of any right, power or remedy under these Terms shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

### **General**

Any notice required or permitted to be given by either party to the other under these Terms shall be in writing.

If any provision of these Terms is held to be invalid, unenforceable or illegal for any reason, then that provision will be severed and the remainder of these Terms will remain in full force and effect.

These Terms will be governed by and are to be construed in accordance with the laws in force in the State of Victoria, Australia. You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of that state.

These Terms and any document expressly referred to in them represent the entire agreement between the parties in relation to the Course and access to the Platform and supersede any prior agreement, understanding or arrangement between the parties, whether oral or in writing.

We each acknowledge that, in entering into these Terms, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to entering into these Terms, except as expressly stated in these Terms.

Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of entering into these Terms (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these Terms.

We may vary these Terms from time to time by notice to you.

### **Your undertakings**

By completing your enrolment for the Course, you confirm the following:

- I have read the [Handbook](#) and I understand the requirements of this Course;
- I understand who my training is provided by and where to go for assistance;
- I agree to alffie's Privacy Statement and consent to the possible sharing of my course progress information, including personal information, as set out in these Terms;
- I agree that I will not plagiarise the work of others or participate in any unauthorised collusion when completing and submitting my coursework.
- I agree that alffie will not be liable for any plagiarism or other forms of fraudulent activity or acts caused by me during completing and submitting my coursework, and alffie has the discretion and right to withhold and certificate and/or qualification in connection with my Course;
- I agree to make a genuine attempt at all assessments;
- I agree to adhere to study schedules, where a study schedule has been applied;
- I accept I will be given one opportunity to enter a work placement phase;
- I agree to promptly notify alffie of any change to my personal details, in particular any change to my email address or mobile phone number;
- I agree that alffie may from time to time update these Terms, which updated Terms shall be deemed to be accepted by me after receiving written notice from alffie (which may be sent via email);
- I agree to act in an appropriate manner while participating in the Course and comply with the Handbook; and
- I have read and agree to these Terms.