

## **Terms of Service**

These Terms of Service apply to this service. This service is owned by ChalkPort Pty Ltd, referred to below as 'we', 'us' or 'our'.

### **Acceptance of Terms**

Your participation in and use of the site (the "Service") is conditional upon your acceptance of the terms and conditions contained in this Agreement. If you do not agree to this Agreement, please do not use the Service. We reserve the right, in its discretion, to change or modify all or any part of this Agreement at any time. Such changes or modifications shall be effective immediately upon notice published on the site.

### **Use of Content**

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials (collectively "Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from whom such Content originated. This means that you, and not us, are entirely responsible for all Content that you upload, post, email or otherwise transmit via the Service. You understand and agree that the Service is provided "as is" and that we assume no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings.

### **Copyright**

You acknowledge that the Service contains Content that is protected by copyright, trademark or our other proprietary rights. In addition, the Service contains information, software and other Content provided by third parties that is protected by copyright, trademark or other proprietary rights of such parties.

We hereby grant you a non-exclusive, non-transferable license to use the Content, provided that you:

- only utilize the Content for your own personal, noncommercial use
- do not modify, publish, transmit, rent, sublicense, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit, any of the Content
- do not reverse-engineer any software contained in the Content

### **Privacy**

You acknowledge and allow ChalkPort to use data gathered via the Smarter Data application as part of its anonymous benchmarking service. This data will be added to an anonymous aggregated database but will not be identifiable in any way as relating to your RTO. The data will be used only to create a means average for benchmarking purposes as a service available to ChalkPort members. Your personal information unrelated to results of the AQTF Quality Indicators will in no way be resold or redistributed.

### **Dealings With Course Providers, Advertisers and Sponsors**

Your correspondence or business dealings with, or participation in promotions of, course providers, advertisers and sponsors found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third parties. You agree that we shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such third parties on the Service.

### **Posted Content**

You own the rights to your own Content that you post to the Service. However, you hereby grant to us the perpetual, non-exclusive, transferable, royalty-free license to edit, modify, copy, publish, distribute, translate and otherwise use any Content (including any courses created by you) that you place on the Service, in any medium, and to sublicense such right to third parties. You hereby represent and warrant that you are authorized to grant all rights set forth in the preceding sentence.

## **Content Restrictions**

You shall not upload to, or distribute or otherwise publish through, the Service any Content (including any courses created by you) that:

- is libelous, defamatory, obscene, discriminatory, profane, pornographic, abusive, harassing or threatening
- contains viruses or other contaminating or destructive features
- infringes any copyright, trademark, patent, trade secret or violates any right of privacy or publicity
- contains material not relevant or otherwise inappropriate to the subject matter of a discussion board
- otherwise violates any applicable law.

## **Managing Content**

We reserve the right to reject, delete, move or edit any Content it deems unacceptable without prior notice. You shall remain solely responsible for all Content posted by you. We shall have the right, but not the obligation, to correct any errors or omissions in any Content, as it may determine is its sole discretion.

## **Links**

The Service may contain links to sites on the Internet that are owned and operated by third parties ("External Sites"). You acknowledge that we are not responsible for the availability of, or the Content, products, and services located on or through, any External Site. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any External Site.

## **Fees & Payments**

We reserve the right to change the amount of any fee or charge for the Service or to institute new fees or charges.

## **Indemnity**

You agree to indemnify, defend and hold our company and its officers, directors, owners, agents, Content providers, affiliates and licensors harmless from any claim or demand, including attorneys' fees, made by any third party due to or arising out of Content you submit, post to or transmit through the Service, your use of the Service, your connection to the Service, your violation of the Terms of Service, or your violation of any rights of another.

The information on this site is designed to provide accurate and authoritative information in regard to the subject matter covered. It is provided with the understanding that we are not engaged in rendering legal, accounting, medical or other professional service.

We reserve the right, in its sole discretion, to restrict, suspend or terminate your access to all or any part of the Service at any time for any violation of this Agreement without prior notice or liability.

We may change, suspend or discontinue all or any aspect of the Service at any time, including the availability of any Service feature, database, or Content, without prior notice or liability.

## **Disclaimer of warranties and limitation of liability**

We do not warrant that the Service will be uninterrupted or error-free; nor do we, any third party Content provider or their respective agents make any warranty as to the results to be obtained from use of the Service or the Content. Neither we, or a third party Content providers or their respective agents make any warranties of any kind, either express or implied, including, without limitation, warranties of title or implied warranties of merchantability or fitness for a particular purpose, with respect to the Service, any Content or any products or services sold through the Service.

We shall not be liable for any direct, indirect, incidental, special or consequential damages arising out of the use of, or inability to use the Service.

## **Miscellaneous**

This Agreement shall be construed in accordance with the laws of the State of Queensland, Australia.

