

Terms of use

Welcome to *alffie*, a company combining passionate people, innovative technology and a little bit of genius to create digital education, employment and career support. Our purpose is to deliver exceptional results and change people's lives through technology and education. We're an experienced registered training organisation with a genuine passion for elearning. We're delighted to have you on board as a user of our platform.

These Terms of Use (**Terms**) explain the obligations of Training Online Pty Ltd ABN 32 606 780 214 ("us, "we" or "*alffie*") as the provider of training solutions, employment and career support and other services (Our Services) and your obligations as a user of Our Services. Please read them carefully.

These Terms apply to each of Our Services made available to end users (**Users**). These Terms include any document referred to in them, including any user guides and other documentation that we produce in respect of our products and services (**Documentation**) and our privacy policy available at <https://app.alffie.com/s3library/alffie-static/RTO-Privacy-Statement.pdf>.

These Terms are binding on any use of Our Services and apply to you from the time that we commence delivery of, or otherwise provide you with access to, Our Services. Our Services include any 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 and your use of the *alffie* online Learning Management System, our Employment Pathways app, the *alffieYOU* platform (including employee induction, KPI creation and tracking and wellbeing modules), the website www.alffie.com and any related mobile applications (together the **Platform**).

By registering to use or by using Our Services, you acknowledge that you have read and understood these Terms. If you do not agree to these Terms, you must not proceed with your enrolment in a Course or access or use Our Services. We may update these Terms from time to time, in which case we will provide notice of such update through the Platform and at our website. These Terms were last updated on 25 September 2019.

Training Organisation – for Education Services

We are a Registered Training Organisation (**RTO**) trading as *alffie*, with RTO Number 41206 and we are also a provider of software and other technology for employment and career support, training solutions and other education and employment related services. All course content, assessment and issuing of qualifications undertaken by us is completed by *alffie*. *alffie* is responsible for the online environment that you complete any course of education in and any technical or IT assistance will be provided by *alffie*'s Help and Support Teams.

You can find the *alffie* Student Handbook (**Handbook**) located at https://app.alffie.com/s3library/alffie-static/course_brochures/alffie_student_information_handbook.pdf. This forms part of these Terms. This Handbook 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 and will endeavor to provide an update to Users where we do so.

Enrolment / Registration

You are responsible for completing the enrolment or other registration process for any Course, employment pathway program or other Service we provide, including accepting these Terms. You warrant that any information you provide to us as part of an enrolment or other registration process is correct.

Enrolments are usually completed online, however, phone based enrolment is offered as an alternate enrolment system.

Third party referral

Where you are referred to *alffie* by an employment service provider, employment consultant, employer or other third party referrer (**Third Party Referrer**), email confirmation of your enrolment will be sent to the Third Party Referrer.

If your enrollment or registration in a Course, employment pathway program or other Service is supported by a Third Party Referrer, you authorise us to share information and liaise with that Third Party Referrer to support the outcomes for which your enrolment or other registration is initiated. Phone based enrolments require verbal confirmation from *alffie*.

Your account

As part of the enrolment or other registration process, you will receive an automatically generated email inviting you to set up a username and password for use of Our Services. This user account will enable you to access the Our Services and complete any Course.

You should not share your username or password with any other person or entity. We may assume that anyone using the username 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 username and password.

You acknowledge that we may monitor your activity on the Platform and may store your access logs and share them and other information collated from your use of the Platform with any Third-Party Referrer.

Student suitability

You must assess your suitability to ensure that you have the ability to complete any Course or other Service we provide.

As a condition of your enrolment in our Courses, you may be required to 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 our Course. Our Handbook sets out how we may assist you with areas of language, literacy or numeracy, however, beyond the assistance specified in the Handbook we require you to take responsibility for such matters. We cannot refund Fees to any party if you fail to complete a language, literacy and numeracy assessment or are unable to complete a Course or other Service for any reason.

Course Assessment and Work Placements

Your participation in a 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.

Users may be required to undertake a work placement in order to fulfill practical demonstration requirements for a Course. Where applicable, we will assist in organising a work placement, once you are deemed "Satisfactory" in the theory component of all units. Further details on work placements and our assessment policy are set out in the Handbook.

Intellectual Property Rights

Our Services including any Course and 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 our Services (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 Our Services are licensed (not sold) to you, and that you have no rights in, or to, Our Services, any Course or training materials or 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 licence to view, download and use Our Services in accordance with these Terms.

You agree that any user generated content produced by you through use of Our Services is licensed to us for the purpose of the provision of Our Services and may be used by us to fulfill provision of Our Services to you and also for any ancillary purposes, including provision of services by us to Third Party Referrers.

You agree:

- To observe copyright and other restrictions imposed by us in respect of Our Services;
- Not to copy any Course or other training materials or any part of the Platform except where such copying is incidental or necessary for the purposes of completing a Course or other Services or is otherwise permitted by law;
- Not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify any Course or other training materials, nor permit such 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 Our Services 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 our materials on any medium; and
- Not to provide or otherwise make available our materials, in whole or in part, in any form to any person without our prior written consent.

Minimum IT Requirements

In order to access Our Services and complete any 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 through the Platform or by either our support services team or training assessors, as applicable.

We will notify you via email 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 Our Services, the Platform or any materials or data available on or generated from the Platform:

- 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 Our Services.

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 Our Services;
- Directly or indirectly, introduce or permit the introduction of, any virus, worm, Trojan horse, time bomb or other harmful code in or on Our Services, or in any manner whatsoever corrupt, degrade or disrupt Our Services; and
- Link to Our Services or any other website without our prior written consent.

Confidentiality

You must:

- Keep confidential all information that is of a confidential nature (including our Course and 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 for use of Our Services will be kept confidential by us and will only be disclosed:

- With your consent;
- To Third Party Referrers to support the objectives for which you are referred to use Our Services, including the objectives for your enrolment in a Course or employment pathway service;
- Where required by law or regulation, including our regulation as a Registered Training Organisation;
- To the extent necessary for us to provide you or other customers with the Services, including as necessary to enable you to undertake a Course or employment pathway service and/or as necessary to comply with these Terms, including for the purpose of responding to your queries; and
- If we cease operations, information regarding Users 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 and our privacy policy for further information on our privacy commitments.

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:

- To a Third Party Referrer, if applicable, so that they can monitor your progress using Our Services against the objectives for which you referred to use Our Services; and
- The Commonwealth Department of Education and Training, other Government departments and regulatory bodies such as ASQA and, for Tasmanian Users, 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 a Third Party Referrer is further described in the Handbook, under the heading "Employment services providers (if applicable)".

Transfers and Cancellation of Training Courses

Once you register for a Course or other use of the Services and such is made available to you, requests for refunds, transfers or cancellations cannot be accepted by *alffie*, except where required by law.

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

We strive for exceptional outcomes from Our Services and continually update them to achieve this. If something goes wrong, we will endeavour to fix it. However, software and digital services are not perfect and in many cases we are providing our Services without cost to you. Subject to any restriction at law:

- Our Services 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 Our Services will be free from errors, omissions or viruses;
- We do not guarantee continuous, uninterrupted or secure access to Our Services;
- You acknowledge that your access to and use of Our Services 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 Our Services; and
- We make no guarantees, representations or warranties in respect of the information and materials available through Our Services or the means of accessing that information and material.

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 Our Services 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 and Our Services will be limited to the value of the Fees paid in respect of such Services. 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 these Terms and Our Services, including use of or reliance on any part of Our Services, 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 any 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 or 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 Our Services, including any materials provided by us, from all computer equipment in your possession or control, and immediately destroy all copies of our 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 a Third Party Referrer, are responsible for payment of all applicable fees and charges relating to a Course or other Service (**Fees**).

You must pay the Fees specified on our website from time to time for the Course or other Service. We will invoice you for the Fees and you must pay all invoices within 14 days from 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 or other Service 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 Our Services 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.

Your undertakings

By completing your enrolment for any Course or other Service, you confirm the following:

- I have read the Handbook and I understand the requirements of the Course or Service;
- 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 or other Service;
- 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.