

# IMPARO EDUCATION PTY LTD (ACN 615 439 015)

## WEBSITE TERMS OF USE POLICY

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## 1. Background

- A. IMPARO EDUCATION PTY LTD (ACN 615 439 015) (**Imparo Education, We, Our, Us**) operates a business which facilitates the connection between primary school students, secondary school students and university students with qualified education professionals for the purpose of providing and facilitating online and face-to-face tutoring services.
- B. Imparo Education provides these services through its website located at <http://www.imparo.com.au/> and through digital mobile applications for use on phone and tablets (**Website**).

## 2. Definitions and interpretation

- A. This agreement is governed by the law of Victoria, and the parties submit to the non-exclusive jurisdiction of the courts of that state. You agree that by Your continued use of the Website You submit to the non-exclusive jurisdiction of the courts of Victoria, Australia and any courts which may hear appeals from those courts in respect of any proceedings in connection with this policy or the use of this Website.
- B. In the interpretation of this agreement:
  - (a) References to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under the legislation;
  - (b) Words denoting the singular include the plural and vice versa, words denoting individuals or persons include bodies corporate and vice versa, references to documents or agreements also mean those documents or agreements as changed, novated or replaced, and words denoting one gender include all genders;
  - (c) Grammatical forms of defined words or phrases have corresponding meanings;
  - (d) Parties must perform their obligations on the dates and times fixed by reference to the capital city of Victoria;
  - (e) Reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia;
  - (f) References to a party are intended to bind their executors, administrators and permitted transferees; and

## 3. Use & acceptance of website terms & conditions

- A. Your access to and use of the Website is conditional upon your acceptance and compliance with the terms and conditions set out below and your ongoing use of the Website constitutes

your acceptance of the terms and conditions set out in this Website Terms of Use Policy **(Policy)**.

- B. We may amend this Policy from time to time and Your ongoing use of the Website after any amendments constitutes Your ongoing agreement to be bound by the Policy, as amended.

## 4. Registered User

- A. In order to access some of the information or features contained on this Website, you may need to become a registered user. To become a registered user, you must complete your registration details in the manner described on the Website and any registration policy (if applicable). We may ask You to create or provide the following information (as applicable):
  - (a) personal information such as your name, address, email address and an email address that you would like the quote requests sent to, phone number and location;
  - (b) a username and password to access the information and features on the Website;
  - (c) a short description of yourself, your educational and employment history;
  - (d) your qualification(s), including where you are permitted to work with children or in an educational institution in your state or territory;
  - (e) the areas of work you are qualified to undertake;
  - (f) a brief description of your skill set;
  - (g) a photograph or headshot for your profile; and
  - (h) a review from your recent client.
- B. You warrant that you are over the age of 18 years from your date of birth.
- C. You warrant that any personal and/or registration information you provide to Imapro Education will always be accurate, correct and up to date and you undertake to maintain and update that information to ensure its accuracy at all times.
- D. We reserve the right to accept, not accept or terminate Your registered user status (if You have been accepted as a registered user) at any time if you breach this Policy or fail to comply with any other policy, terms or conditions we require You to comply with from time to time.
- E. Upon registration, you will be provided with a password and account designation. You agree to pay for Imapro Education's services (if any) in the manner specified on the Website or any other policy or agreement. This agreement extends beyond and survives any termination of Your registered user status or Your access to this Website.

## 5. Website Educational Service

- A. Imapro Education derives its information from sources which it believes to be accurate and up to date as at the date of publication on the Website. Any and all information provided by Imapro

Education pursuant to this Policy is provided in good faith and You expressly accept that any information provided by Imapro Education on this Website is general information and is not in the nature of educational or other advice.

- B. We reserve the right to update any information on the Website at any time. You should seek professional advice before acting or relying on any information or material which is made available to You on the Website.
- C. You agree to use the Website for lawful purposes only and expressly consent to comply with any and all applicable laws, regulations and all other Imapro Education policies and agreements in force, from time to time.

## 6. Disclaimer of Liability

- A. Any material, information, publication, document or other thing capable of being reduced into writing and printed contained on this Website (**Website Material**) may contain hyperlinks to material on other websites. The links provided to other websites are done for convenience only and Imapro Education does not purport to sponsor, approve, endorse or guarantee the accuracy of any information on those third-party websites.
- B. Imapro Education is not liable to You or any other person for any loss or damage (howsoever caused, including by negligence) arising from or in connection with the use of this Website and/or use of the Website Material or any third-party website accessed through a hyperlink on the Website.
- C. Changes are made periodically to this Website and may be made at any time. The Website Material may contain inaccuracies or typographical errors and We make no representations or warranties in relation to the quality, accuracy, completeness, merchantability or fitness for purpose of any Website Material. Any reliance you place upon the Website Material is done at your own risk.
- D. Imapro Education does not represent or warrant that the Website Material is free of computer viruses or other defects and we recommend that You use appropriate anti-virus programs when accessing the Website. To the extent permitted by applicable laws, all warranties, representations and implied terms are excluded.
- E. To the extent permitted by applicable laws, any liability incurred in relation to Website Material is limited to, at the option of Imapro Education, the resupply of the Website Material or the links to any third-party website, or the reasonable cost of having the Website Material resupplied.
- F. Under no circumstances will Imapro Education be liable for any incidental, special or consequential damages, including damages for loss of business or other profits arising in relation to use or access of or inability to use and access the Website and the Website Material.

- G. We reserve the right to access, read, preserve and disclose any information as We reasonably believe is necessary to:
- (a) satisfy any laws or regulations;
  - (b) enforce this Policy, including investigation of potential violations of this Policy;
  - (c) detect, prevent or otherwise address fraud, security, or technical issues; or
  - (d) respond to support issues.

## 7. Copyright

- A. Unless otherwise stated, the copyright in any Website Material on this Website is owned by Imparo Education. You may not use or reproduce, distribute, adapt, transmit or store any Website Material without the express written permission of Imparo Education, other than for the purposes and subject to the conditions prescribed under the *Copyright Act 1968*, or as otherwise provided below:
- (a) print copies of the Website Material for informational, non-commercial use; and
  - (b) store a copy of the Website Material on an electronic device for the sole purpose of viewing the Website Material.
- B. Imparo Education makes no warranties or representations that any links to third-party websites do not infringe the intellectual property rights of a third person.

## 8. Trademarks

- A. Imparo Education is the owner of the registered trademark “IMPARO” and “IMPARO EDUCATION” which appears on this Website.
- B. Any other trademarks contained on this Website may be owned by third parties and may not be used or distributed without the prior written consent of Imparo Education or the relevant third-party owner of the registered trademark.

## 9. Consumer Rights

- A. Nothing in this Policy is intended to exclude, restrict or modify rights which You may have under any law (including in Australia, the Australian Consumer Law) which may not be excluded, restricted or modified by agreement (**Your Consumer Rights**). You can find out more about Your Consumer Rights from consumer organisations and bodies such as the Australian Competition and Consumer Commission and Your applicable Australian State or Territory fair trading authorities.

- B. If this Policy falls within the ambit of the Australian Consumer Law, Our liability to You for failure to comply with a consumer guarantee in respect of any services is limited to the re-supply of the services or payment for such re-supply.
- C. If You suffer any loss in connection with the Website, You must take all reasonable steps to minimise Your loss, including notifying Us without delay if there are steps We can take to help minimise Your loss.
- D. Subject to Your Consumer Rights, We are not liable:
  - (a) for any loss that was not reasonably foreseeable to You and Us; and
  - (b) to the extent that Your loss was contributed to by You or any other matter outside of Our reasonable control.

## 10. Privacy Statement

This Policy must be read in conjunction with Our Privacy Policy which can be found here (<http://www.imparo.com.au/home/privacy-policy>). We undertake to use reasonable endeavours to comply with this Privacy Policy at all times.

## 11. Security of Information

- A. We will take reasonable steps to preserve the security of any information that We provide to You or receive from You through the Website. However, transmission of information over the internet cannot be guaranteed as totally secure and Imparo Education does not warrant and cannot ensure the security of any information which We or You transmit through the Website.
- B. You expressly agree that any information which is transmitted through the Website is at your own risk.

## 12. Termination of Access

Your ability to continue to use and access this Website may be terminated at any time by Us without notice and Our disclaimers and any parts of this Policy that are expressly stated to survive termination will nevertheless survive any such termination.