

### **Ownership of Site; Agreement to Terms of Use**

These Terms and Conditions of Use (the “Terms of Use”) apply to the Global Sky Education web site located at [www.globalsky.edu.au](http://www.globalsky.edu.au) and all associated sites linked to [www.globalsky.edu.au](http://www.globalsky.edu.au) by Global Sky Education, its subsidiaries and affiliates, including Global Sky Group sites around the world (collectively, the “Site”). The Site is the property of Global Sky Education PTY LTD. (“Global Sky”).

**BY USING THE SITE, YOU AGREE TO THESE TERMS OF USE.**

**IF YOU DO NOT AGREE, DO NOT USE THE SITE.**

Global Sky reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time. It is your responsibility to check these Terms of Use periodically for changes. Your continued use of the Site following the posting of changes will mean that you accept and agree to the changes. As long as you comply with these Terms of Use, Global Sky grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Site.

### **Content**

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code (collectively, “Content”), including but not limited to the design, structure, selection, coordination, expression, “look and feel” and arrangement of such Content, contained on the Site is owned, controlled or licensed by or to Global Sky, and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.

Except as expressly provided in these Terms of Use, no part of the Site and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including “mirroring”) to any other computer, server, Web site or other medium for publication or distribution or for any commercial enterprise, without Global Sky’s express prior written consent.

### **Your Use of the Site**

You may not use any “deep-link”, “page-scrape”, “robot”, “spider” or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Site or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Site or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site. Global Sky reserves the right to bar any such activity.

You may not attempt to gain unauthorised access to any portion or feature of the Site, or any other systems or networks connected to the Site or to any of the services offered on or through the Site, by hacking, password “mining” or any other illegitimate means.

You may not probe, scan, or test the vulnerability of the Site or any network connected to the Site, nor breach the security or authentication measures on the Site or any network connected to the Site. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Site, or any other customer of Global Sky, including any Global Sky account not owned by you, to its source, or exploit the Site or any service or information made available or offered by or through the Site, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Site.

You agree not to use any device, software, or routine to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted on the Site, or with any other person’s use of the Site.

You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to Global Sky on or through the Site or any service offered on or through the Site. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.

You may not use the Site or any Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of Global Sky or others.

## **Global Sky Employees Only – Accounts and Website Use**

Certain features or services offered on or through the Site require Global Sky Education employees to sign up. Only current and active employees of Global Sky Education shall be permitted access to the Employee only area of the Site.

You are entirely responsible for maintaining the confidentiality of the information you hold for your account, including your password, and for any and all activity that occurs under your account as a result of your failing to keep this information secure and confidential. You agree to notify Global Sky immediately of any unauthorised use of your account or password, or any other breach of security. You may be held liable for losses incurred by Global Sky or any other user of or visitor to the Site due to someone else using your login details as a result of your failing to keep your account information secure and confidential.

You may not use anyone else’s login details at any time. Global Sky cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

The ‘Employee Only’ area of the Site is an extension of the workplace. The same rules apply when using the Site as would normally be in place when at work. These include:

- Employees who use the Site have a responsibility to take reasonable precautions for their own health and safety and that of others.
- Employees are expected to communicate in such a way that the Site is free from harassment and other abusive behaviour. Employees should not state anything that could offend, intimidate, embarrass, or upset any other person, whether as a joke or not.
- All employees that use the Site will be fully bound by all Global Sky Code of Conduct, Policies, Procedures and Requirements.
- Employees must not communicate in any way that could bring Global Sky's name into disrepute.

Any breach of the above rules will render the employee liable to disciplinary action under BM3 PROCEDURE: Managing Misconduct. The above rules are in place for the benefit of all employees and to ensure that all employees can use the Site in a safe and productive manner.

## Privacy

Global Sky's Privacy Policy applies to use of this Site, and its terms are made a part of these Terms of Use by this reference. Additionally, by using the Site, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the Site may be read or intercepted by others, even if there is a special notice that a particular transmission (for example, personal information) is encrypted.

## Disclaimers

GLOBAL SKY DOES NOT PROMISE THAT THE SITE OR ANY CONTENT, SERVICE OR FEATURE OF THE SITE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE SITE WILL PROVIDE SPECIFIC RESULTS. THE SITE AND ITS CONTENT ARE DELIVERED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. ALL INFORMATION PROVIDED ON THE SITE IS SUBJECT TO CHANGE WITHOUT NOTICE. GLOBAL SKY CANNOT ENSURE THAT ANY FILES OR OTHER DATA YOU DOWNLOAD FROM THE SITE WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES. GLOBAL SKY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. GLOBAL SKY DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE SITE AND/OR ANY GLOBAL SKY SERVICES. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE SITE AND ANY LINKED SITES. YOUR SOLE REMEDY AGAINST GLOBAL SKY FOR DISSATISFACTION WITH THE SITE OR ANY CONTENT IS TO STOP USING THE SITE OR ANY SUCH CONTENT. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN THE PARTIES.

The above disclaimer applies to any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorised access to, alteration of, or use, whether for breach of contract, tort, negligence or any other cause of action.

Global Sky reserves the right to do any of the following, at any time, without notice: (1) to modify, suspend or terminate operation of or access to the Site, or any portion of the Site, for any reason; (2) to modify or change the Site, or any portion of the Site, and any applicable policies or terms; and (3) to interrupt the operation of the Site, or any portion of the Site, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

## **Limitation of Liability**

Except where prohibited by law, in no event will Global Sky be liable to you for any indirect, consequential, exemplary, incidental, or punitive damages, including lost profits, even if Global Sky has been advised of the possibility of such damages.

## **Indemnity**

You agree to indemnify and hold Global Sky, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including legal fees), made against Global Sky by any third party due to or arising out of or in connection with your use of the Site.

## **Violation of These Terms of Use**

Global Sky may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Site, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) Global Sky's rights or property, or the rights or property of visitors to or users of the Site, including Global Sky's customers. Global Sky reserves the right at all times to disclose any information that Global Sky deems necessary to comply with any applicable law, regulation, legal process or governmental request. Global Sky also may disclose your information when Global Sky determines that applicable law requires or permits such disclosure, including exchanging information with other companies and organisations for fraud protection purposes.

You acknowledge and agree that Global Sky may preserve any transmittal or communication by you with Global Sky through the Site or any service offered on or through the Site, and may also disclose such data if required to do so by law or Global Sky determines that such preservation or disclosure is reasonably necessary to (1) comply with legal process, (2) enforce these Terms of Use, (3) respond to claims that any such data violates the rights of others, or (4) protect the rights, property or personal safety of Global Sky, its employees, users of or visitors to the Site, and the public.

You agree that Global Sky may, in its sole discretion and without prior notice, terminate your access to the Site and/or block your future access to the Site if we determine that you have violated these Terms of Use or other agreements or guidelines which may be associated with your use of the Site. You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to Global Sky, for which monetary damages would be inadequate, and you consent to Global Sky obtaining any injunctive or equitable relief that Global Sky deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies Global Sky may have at law or in equity.

You agree that Global Sky may, in its sole discretion and without prior notice, terminate your access to the Site, for cause, which includes (but is not limited to) (1) requests by law enforcement or other government agencies, (2) a request by you (self-initiated account deletions), (3) discontinuance or material modification of the Site or any service offered on or through the Site, or (4) unexpected technical issues or problems.

If Global Sky does take any legal action against you as a result of your violation of these Terms of Use, Global Sky will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to Global Sky. You agree that Global Sky will not be liable to you or to any third party for termination of your access to the Site as a result of any violation of these Terms of Use.

## **Feedback and Information**

Any feedback you provide at this site shall be deemed to be non-confidential. Global Sky shall be free to use such information on an unrestricted basis.

The information contained in this web site is subject to change without notice.

Copyright © 2020 Global Sky PTY LTD. All rights reserved.

Updated by The Global Sky Education on 26 June 2020