

CourseGenius: Terms & Conditions

Terms & Conditions

These terms of use (**terms**) explain our obligations as a service provider and your obligations as a customer. Please read them carefully.

Website and Services

This website is owned and operated by Professional Development Online Pty Ltd t/a CourseGenius ACN 152 097 213 (**CourseGenius, we, us**). We provide an online learning management system made available via our website www.coursegenius.com and subdomains of coursegenius.com (**website**) which enables you to create, sell, deliver and manage online courses (**services**).

These terms are binding on any use of the services and website by you and apply to you from the time we provide you with access to the services. In addition to these terms your use of the website and services is governed by our **Privacy Policy**. By using the website and the service you agree to be bound by the terms and the privacy policy.

If you do not understand and agree to these terms please exit this site immediately.

Changes to Terms

We can change these terms at any time by posting the new version on the website. Your continued use of the website or the services after we post any changes to the terms constitutes your agreement to be bound by the changes. You cannot change these terms except with our prior written consent.

Accounts

You must register as a user of the site to use the services. You become a registered user if we have given you a username and password and you have agreed to follow the website terms, privacy policy and these terms.

You are solely responsible for making sure your username and password is secure and confidential. You agree to accept full responsibility for all activities that occur under your username and password.

Licence

If you follow these terms, then we grant you a non-exclusive, non-transferrable, limited licence to access and use the services via the website according to the specifications and access plan you have subscribed for. We can withdraw this licence whenever we want and for any reason.

Technical Support

If you have subscribed for support, then if you do have technical problems with the service, you should make all reasonable efforts to investigate and diagnose problems before contacting us.

If you still need technical help, please contact our support team support@coursegenius.com. The type of support we give you depends on the access plan you have subscribed for with us.

Trial Period

We may offer you a free trial period where you can check out our services, with no obligation to continue to use the services.

If you wish to continue to use the services after your free trial expires then you must provide us with a valid credit card or debit card issued by a card issuer acceptable to us. You will then be billed from the day which you first provided us with your billing details, in accordance with the access plan you have subscribed for with us.

Payment

In consideration for the grant of the licence, you must pay us the fees associated with the access plan you have subscribed for with us as set out in the **fee schedule** on our website. We can change the fee schedule at any time if we give you 30 days notice by any means, including email.

You agree that you will pay all charges to your account at any time for the length of your subscription. You can't withhold payment or claim any set-off without getting our written agreement.

Bills are usually sent electronically to the email address provided by you when you registered as a user. Your bill will show the ways you are able to make payment and the due dates for payments.

If you do not pay a bill by its due date we can charge you interest or a fee or any costs incurred to collect payment of the bill. We can also suspend or terminate your use of the services.

Your Warranties and Obligations

You need to:

- (a) make sure you always give us your correct contact and billing details, particularly if these change;
- (b) comply with these terms, the website terms, the privacy policy and other agreements you have with us;
- (c) make sure you comply with all laws and regulations that relate to your use of the website, the service and any courses you develop;
- (d) make sure that all learners that access the courses are given, comply with, and accept terms between you and the learners that incorporate these terms that apply to you.
- (e) take full responsibility for the courses and related materials you develop through your use of the services, including without limitation, any logos, information, look and feel of the website, and any other intellectual property you use.

You cannot:

- (a) assign or transfer any rights you have under these terms to any other person without getting our prior written agreement;
- (b) do anything that would damage or disrupt our website or a service or anyone else's use of our website or a service;
- (c) use our website or a service to:
 - (i) upload material or data in violation of any law (including to breach copyright or other intellectual property rights held by us or anyone else which you do not have the right to use);
 - (ii) send unwelcome communications of any kind to anyone (e.g. spam or chain letters);
 - (iii) abuse, defame, threaten, stalk or harass anyone;
 - (iv) publish, post, upload or distribute unsuitable offensive, obscene or discriminatory information of any kind;
 - (v) attempt to gain unauthorised access to any services other than those to which you have been given express permission to access.

Intellectual Property

Our IP

We own or have the right to use the copyright, trademarks, design rights, moral rights, software and other similar rights (intellectual property rights) with respect to our website or the service (**our IP**). You can't reproduce any of the content on our website without getting our permission in writing. You do not have any rights to our IP except granted under these terms or any other agreement you have with us.

You are not allowed to, and you can't let anyone else, copy, alter, distribute, display, licence, modify or reproduce, reverse assemble, reverse compile (whether digitally, electronically, by linking, or in hard copy or by any means

whatsoever) or use any of our IP without getting our permission first in writing, unless in order to use our website the way you are supposed to use it you need to copy, reproduce or use the IP.

You need to tell us straight away if you think someone has infringed our IP, or someone has threatened to or you suspect someone might. You also need to tell us as soon as you become aware that someone claims any use of our website infringes the rights of anyone else. If this happens you will need to do everything we ask you to reasonably do to help us pursue or defend any associated proceedings.

Your IP

You own, or warrant that you are authorised to use, the intellectual property rights in any data you submit to the website. However, your access to the data depends on you paying your fees when due.

You grant us a non-exclusive licence to host, copy, transmit, cache, store, publish, modify, back-up and otherwise use your information and data for the purposes of enabling you and your learners to access and use the services and for any other purpose related to provision of services to you. You agree that we may publish or otherwise disclose your name and marks in connection with your use of the services.

You must maintain copies of all data inputted into the services. We adhere to best practice policies and procedures to prevent data loss, including a daily system data back-up regime, but do not make any guarantees that there will be no loss of data. It is also up to you to remove all data prior to you terminating these terms with us.

Termination

You can terminate your access to the website and services at any time by sending an email to support@coursegenius.com and we will not charge you further for the services. However, we will not provide any part-month refunds for any time not used in the month you cancel the service and you must pay any fees outstanding at the time you terminate your access to the services.

We can also stop or suspend your access to the website or the service without telling you if you break any of these terms or any other agreement you have with us. In these circumstances you acknowledge that we may delete your data after termination. We will not be liable for any costs, losses or damages of any kind arising as a consequence of terminating your access to the site or deleting your account data.

We can also terminate your access to the website and services by providing 30 days written notice at any time.

Disclaimer

The website and services are provided "as is" without warranty of any kind, either express or implied, to the fullest extent possible under law. To avoid doubt, all implied conditions or warranties are excluded as much as is permitted by law, including (without limitation) warranties of merchantability, fitness for purpose, title and non-infringement.

We try to give you access to the website and the services 24 hours a day, 7 days a week, however it is possible that on occasions the website or services may be unavailable to allow us to undertake maintenance or other development activities to take place. If for any reason we have to interrupt the services for longer periods than we would normally expect, we will use reasonable endeavours to publish advance details of such activity on the website.

We will try to keep our website up to date and correct but we do not make any warranties or guarantees about the accuracy of the information on our website. We make no representations or warranties as to the timeliness, reliability, accuracy or completeness of any such material, nor do we accept any responsibility arising in any way for errors or omissions from that material.

We do not warrant that the services will meet your requirements or that they will be suitable for any particular purpose. It is your sole responsibility to determine that the services meet the needs of your business or otherwise and are suitable for the purposes for which they are used.

In no event will we be liable to you or any other party for any direct, indirect, incidental or consequential damages or losses whatsoever arising from your use of the website or the services, including, without limitation, damages for loss of profits, business interruption, corruption of data, loss of data or damage to systems due to viruses or other harmful components.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE (THIS INCLUDES OUR OFFICERS, STAFF AND AGENTS) ARE NOT LIABLE WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR ON ANY OTHER GROUNDS TO YOU OR ANYONE ELSE FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGE, LOSS, COST OR EXPENSE, DAMAGE TO PROPERTY, INJURY TO PERSONS, LOSS OF PROFITS, LOSS OF DATA OR REVENUE, LOSS OF USE, LOST BUSINESS OR MISSED OPPORTUNITIES, WASTED EXPENDITURE OR SAVINGS WHICH YOU MIGHT HAVE HAD, DENIAL OF SERVICE OR ACCESS TO OUR WEBSITE, OCCURRING DIRECTLY OR INDIRECTLY FROM THE USE OR ABILITY OR INABILITY TO USE, OR RELIANCE ON, OUR WEBSITE, OR THE SERVICE AND BASED ON ANY TYPE OF LIABILITY INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE.

You agree to indemnify us and our directors, employees, officers, contractors or other representatives in respect of any claims, actions, damages, losses, liabilities, costs (including legal fees on a full indemnity basis), charges, expenses, outgoings or payments of any kind or nature whatsoever arising from your, or any of your learner's, breach of any of these terms or any obligations that you or they may have to us.

Despite the above, if any court holds us (this includes our officers, staff and agents) liable for any matter related to these terms after you suffer loss or damage, our combined liability will be limited to the sum of the **fixed monthly fees** paid for your account for the **previous 6 months**.

Privacy

We respect your privacy and will endeavour to take all necessary steps to ensure that personal information supplied to use will be protected. Please refer to our **Privacy Policy** for further details.

Notices

You can contact us by writing to support@coursegenius.com or to any other email address notified by email to you by us. If we need to contact you we will email the email address you gave us when you registered as a user.

Linked Third Party Sites

We are not responsible for the content of any third party material advertised on the website or any third party websites connected through hypertext links.

Such advertisements or links are purely for information purposes only and are not endorsements of the third party products or websites LawCPD as to their quality, accuracy or completeness. If you decide to access any of the third party products or websites advertised or linked, you do so entirely at your own risk.

Governing Law

This Agreement is governed by the law in force in Western Australia and the parties submit to the exclusive jurisdiction of the Courts of Western Australia.