

7 DAY FREE COURSE TRIAL TERMS

Our 7 Day Free Course Trial (**Trial**) is provided on the following terms (**Terms**), which will apply to you if you access our online learning platform, OpenSpace and the course that you have chosen for your 7-day free trial (**Course**).

The purpose of the Trial is to provide you with a demonstration of OpenSpace and what learning with Open Colleges online is like.

Eligibility

- You must be at least 18 years of age and reside in Australia to be eligible for the Trial.
- You are limited to one (1) Trial per person.

Trial Period

The Trial is limited to seven (7) days. No extensions to the Trial period can be provided.

Trial Account

- We will provide you with log-in details for OpenSpace (Account). You must keep your Account details secure and you must not provide or transfer your Account details (and access to the Trial) to any other person.
- You are solely responsible for all use associated with your Account and you must notify us immediately if you become aware of any unauthorized use or access of your account.
- Your Trial may be suspended if we suspect or detect any misuse of your account or the Course including
 use of a general email address or multiple email addresses; or you are in breach of these Terms or any
 applicable law or regulation.
- For the avoidance of doubt, while you will be provided access to assessment/s within the Course during
 the Trial, these assessments are for demonstration purposes only and will not be assessed or marked
 by us.

IP Rights & Use of • Content

- All content in OpenSpace and the Course (including all video, text, graphics, music, ideas etc. but excluding any 3rd party linked content) (Content) is our proprietary information (or licensed to us) and is protected by proprietary and intellectual property rights. All Content is copyrighted under applicable copyright laws.
- Your Trial grants you a limited, non-exclusive, non-transferable licence to access and view the Content for demonstration purposes, for the Trial Period, subject to these Terms. All other uses are expressly prohibited, including downloading or printing the Content.
- You must not (or attempt to):
 - modify, translate, adapt, alter, publish, transmit, distribute, perform, participate in the sale or transfer of, create derivative works of, or in any way exploit, any of the Content (in whole or part);
 - stream Content or on-sell Content to a third party, or provide a general log in access to multiple users:
 - remove, cover, alter or obfuscate any proprietary notices, labels, trade marks or service marks on any content; or
 - reverse engineer, disassemble, decompile or derive source code from the Content, or OpenSpace.
- We may include hyperlinks to 3rd party content or websites in a Course to share additional content of interest on publicly accessible websites. In doing so, we do not intend to imply or create any endorsement, support or association with that 3rd party or their website, nor do we take responsibility for their content, or any privacy law compliance.

Technical

- From time to time, OpenSpace may be down for planned or urgent maintenance. Where possible, notice of such outages will be shared on OpenSpace.
- While we have measures in place, we do not warrant our systems or website are free of any viruses and/or malware (of whatever nature), and we are not responsible for any damage to your system which arises in connection with your use of our website (or any linked website).

Privacy

- All collection and use of your personal information in connection with your account with Open Colleges
 and the Trial will be handled in accordance with our <u>Privacy Policy</u>. We may also use it to notify you of
 offers, benefits or new courses, unless you tell us otherwise by opting out from receiving such
 communication.
- In agreeing to these Terms and accessing the Trial, you agree to and accept our Privacy Policy.