Terms and Conditions

General terms and conditions for all users

The [www.americancollege.edu.au] website is owned by American College.

Your access to this website is subject to these terms and conditions, American College’s Privacy Policy; notices, disclaimers, any other terms and conditions or other statements contained on this website, and, if you use any of the services identified on this website for which additional or alternative terms and conditions are referred to, those additional terms and conditions for those other services (referred to collectively as "Terms of Use"). By accessing, viewing or otherwise using this website, you agree to be subject to these Terms of Use.

American College may amend these Terms and Conditions from time to time. Any amendment will be effective immediately. Your continued use of this Website after any amendment constitutes an agreement by you to abide and be bound by these Terms and Conditions, as so amended.

Privacy Policy

The College recognizes the importance of protecting your privacy. Any registration, personal, or other information you share with us is securely managed and safeguarded. For more information, review our Privacy Policy in the website.

Copyright Statement

The College and its licensors have expended substantial time, effort, and funds to create the website(s) and the Services. You acknowledge and agree that the College affiliates exclusively own the copyright to (or have been granted licenses by third parties to use) all rights, title, and interest in the Services and the information, data, databases, images, sound recordings, audio and visual clips, and other content (collectively, "Content") provided by the website(s).

Unless indicated otherwise, American College holds the copyright to this website and its contents, except where information is clearly in the public domain.

You may not in any form or by any means:

- adapt, reuse, reproduce, store, download, upload, distribute, print, display, disseminate, perform, publish, sell, broadcast or create derivative works from any part of the American College website;
- or
- commercialize any information, products or services obtained from any part of the American College website;

However, where downloading or printing functionality is provided by the website, you may store, reproduce or print (as applicable):
• course materials for the purposes of your personal study; and
• professional practice management materials for your employer's or business's internal business purposes.

The Copyright Act 1968 (Cth) may also grant you particular non-excludable usage rights in respect of the works on the American College website, and nothing in these terms and conditions attempts to exclude such rights.

You acknowledge that we own intellectual property rights in the database of which your content forms part.

We acknowledge that intellectual property rights in your content do not alter by virtue of these terms and conditions.

Code of Conduct

By accessing our site(s) and/or otherwise accepting this Agreement, you agree to comply with the specific Community Guidelines that may govern any communities in which you participate or with the following general guidelines:

In connection with your use of the Site, you agree you will not transmit any message, information, data, text, software or images, or other content ("Material") that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable

Trademarks

The trademarks and logos used on the website(s) are owned by College or are used with permission from the respective owners.

Linked Sites

This Site may provide, or third parties may provide, links to non-College websites or resources. Because the College has no control over such sites and resources, you acknowledge and agree that the College is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such websites or resources.

You further acknowledge and agree that the College shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

Downloaded Content

It is up to you to take precautions to ensure that information, data, and software you download or otherwise select for your use is free of viruses and other destructive items.

Consent to Electronic Communications and Email Solicitation
When you register for Services, you may choose to receive information and other materials regarding products, services, and other offers from time to time as described in our Privacy Policy. Such solicitations may take the form of materials mailed to you, telephone calls, e-mail messages, or other forms. Solicitations will be made to the addresses and numbers provided to us in the registration process.

**Applicable Law**

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Queensland, Australia. You and American College agree to submit to the exclusive jurisdiction of the courts of the state of Queensland, Australia. If any provision(s) of these Terms and Conditions is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. American College’s failure to exercise or enforce any rights or provisions of these Terms and Conditions shall not constitute a waiver of such right or provision unless acknowledged and agreed to by American College in writing.

**Limitation of Liability**

(a) Some legal obligations imposed by law (including the Competition and Consumer Act) cannot be excluded or limited. No attempt to limit or exclude such liability is made by American College.

(b) Subject to paragraph (a) and to the extent permitted by law, you agree that:

- American College will not be liable to you for any loss, damage, liability, claim or expense (including but not limited to legal costs and disbursements) arising from your use of this website and whether your claim arises for breach of contract, negligence or other tort or breach of statute or otherwise; and
- all terms, conditions and warranties other than those expressly contained in this website are excluded.

**Changes to Agreement and Services**

American College reserves the right to change or modify all or any part of these terms and conditions at any time and without any prior notice. Your continued use of the Services indicates your acceptance of the new terms and conditions and continued agreement to be bound by this Agreement, as changed from time to time. You agree to review this Agreement, check the Services, your mail and/or e-mail on a regular basis to receive important and timely notices from us. The College reserves the right to change or add any fees or charges for access or use of the website(s) or any of the Services at any time.

**Third Party Providers**

In using American College website, you acknowledge that parts of the website and parts of the Content, are provided or maintained by Third Party Providers and not by us. American College does not exercise editorial control over third-party content provided, uploaded, published, or distributed by users and other participants in College.

Your correspondence or dealings with any Third Party Provider are solely between you and that Third Party Provider, and you agree that we will not be liable or responsible for any loss or damage of any sort incurred as the result of such dealings.

**Your Personal Information**
By using this website you grant us the consent to use your personal data in accordance with our privacy statement.

You have the right to check what personal information American College holds on you and to advise us on any perceived inaccuracy. We may require you to verify your identity and specify what information you require. Please contact admin@americancollege.edu.au for more information.

**Disclaimer**

To the maximum extent permitted by law American College excludes all liability for any loss or injury arising out of, or related to, the use, inability to use, authorized use, performance, or non-performance of sites on American College website however caused, including by negligence. American College strives to keep information stored on this website up to date, but does not guarantee the accuracy, reliability or currency of the information.