

Terms of Use

1. Introduction

- (a) The CPP Student Portal has been designed by Higher Ed Services Pty Ltd ABN 31 060 566 029 (**HES, us, we or our**) to assist you to determine your eligibility to receive, and apply for, the Commonwealth Prac Payment.
- (b) These terms and conditions (**Terms**) apply to your use of the CPP Student Portal, and any other services (**Services**) provided by us to you.
- (c) Your use of the CPP Student Portal and/or the Services is also governed by our privacy policy, available at cpp.hes.edu.au/pdf/privacy-policy (**Privacy Policy**), and any other instructions of use we may make available to you from time to time (whether notified through the CPP Student Portal or otherwise).
- (d) These Terms are a binding agreement between you and us. By using the CPP Student Portal, or accessing or using any Services, you confirm that you have read and understood and agree to be bound by these Terms.

If you do not agree to these Terms, then you must not use the CPP Student Portal or access or use any Services.

- (e) We may change these Terms from time to time and any updated Terms will apply from the date on which the updated Terms are published. We will use reasonable efforts to notify you of updates to the Terms through the CPP Student Portal, however it is your responsibility to review any updated Terms when they become available, and your continued use of the CPP Student Portal or access to or use of any Services after such changes have been made indicates your acceptance of the updated Terms. If you do not agree to any updated Terms, you must cease using the CPP Student Portal or accessing or using any Services.

Please speak with your university if you are not willing to use the CPP Student Portal for your Commonwealth Prac Payment.

2. User Account and Password

- (a) In order to access and use the CPP Student Portal and/or the Services you must create a user account by providing us with certain registration details. You must ensure that your registration details are true and accurate at all times, and you agree to update your account information when required or when requested. You must not create more than one user account.
- (b) When you create your user account, we will provide you with, or you will be asked to create, a password or other secure login details. You must keep such details confidential and must not authorise others to access or use your account. You must immediately notify us by contacting us at cppsupport@hes.edu.au if you become aware of any unauthorised use of your account. You are solely responsible for all activity that occurs on your account.

3. User Restrictions

You must not:

- (a) use the CPP Student Portal and/or the Services in any way that is misleading, fraudulent or unlawful, or to cause nuisance;
- (b) use the CPP Student Portal and/or the Services for any commercial purpose or commercialise any information, products or services obtained from any part of the CPP Student Portal;
- (c) interrupt or attempt to interrupt the operation of the CPP Student Portal and/or the Services in any way, or use the CPP Student Portal and/or the Services in a manner that intentionally and adversely affects availability to other users;
- (d) access data or any part of the CPP Student Portal that is not intended for you or which you are not authorised to access;
- (e) modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from or offer for sale any information contained on, or obtained from, the CPP Student Portal;
- (f) probe, scan or test a system or network to breach security or authentication measures;
- (g) intentionally upload any material that contains software viruses, or any computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software, hardware, networks or telecommunications equipment;
- (h) use any robot, spider, scraper or other automated measures to access or use the CPP Student Portal, to circumvent any technical measures we use to provide the CPP Student Portal, or otherwise cause harm to us; or
- (i) pretend that you are someone else.

4. Your Content

- (a) You are solely responsible for the information or other materials that you upload, transmit, display or submit to the CPP Student Portal, or otherwise provide to us in connection with your use of the Services (**Your Content**).
- (b) You acknowledge and agree that if Your Content contains inaccurate information, it could lead to incorrect payments (including overpayments) being made to you. You will be solely responsible for the consequence of any incorrect payments (including any obligation to repay funds).

5. Disclaimer

- (a) You acknowledge that use of the CPP Student Portal and/or the Services requires internet connectivity and data. We are not responsible for your provider's internet rates and fees in accessing or using the CPP Student Portal and/or accessing or using the Services and disclaim all responsibility for, or associated with, your arrangements with your provider including network access, performance and data allowances.
- (b) We will use reasonable efforts to ensure that the CPP Student Portal and/or the Services are available 24 hours a day, 7 days a week. However, sometimes the CPP Student Portal and/or the Services may be unavailable while we conduct maintenance, or for technical or other reasons. We will try to give you notice before planned outages and keep interruptions to a minimum, but we are not responsible for any delay, loss or other damage you suffer as a result of any error or interruption in accessing or using the CPP Student Portal and/or the Services.
- (c) We do not represent or warrant that:

- (i) your use of the CPP Student Portal and/or the Services will be continuously available or uninterrupted (including as a result of interference or prevention of access to the CPP Student Portal and/or the Services due to the operation of any telecommunications network, computer network and/or the internet);
 - (ii) the CPP Student Portal and/or the Services will be error free or that any defects will be corrected;
 - (iii) the CPP Student Portal and/or the Services will be free from viruses or anything else that may have a harmful effect;
 - (iv) the CPP Student Portal will be accessible on your equipment and/or systems; or
 - (v) the CPP Student Portal and/or the Services will meet your needs or deliver any particular financial or other outcomes.
- (d) If you experience any problems with the CPP Student Portal and/or the Services, you can contact us by email at cppsupport@hes.edu.au. We will seek to resolve any problems and/or offer assistance as soon as practicable.
- (e) All information that is made available to you via the CPP Student Portal is provided by us in good faith. While we take reasonable steps to ensure that such information is accurate and current as at the date it is placed on the CPP Student Portal, we make no representation or warranty as to the reliability, accuracy or completeness of the information contained on the CPP Student Portal. You must make your own assessment of such information and rely on it at your own risk.
- (f) We are not liable to you or anyone else if interference with or damage to your computer systems occurs in connection with the use of the CPP Student Portal. You must take your own precautions to ensure that your computer systems are protected against viruses or anything else (such as worms or trojan horses) that may interfere with or damage the operations of your computer systems.
- (g) We may, from time to time, change or add the features or functionality of the CPP Student Portal without notice.

6. Liability

- (a) To the maximum extent permitted by law:
- (i) except as otherwise expressly set out in these Terms, all express or implied guarantees, warranties or representations relating to the CPP Student Portal and/or the Services are excluded; and
 - (ii) the CPP Student Portal and/or the Services are provided on an "as is" basis.
- (b) Nothing in these Terms limits, excludes, modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010* (Cth) or similar consumer protection laws in the States and Territories of Australia (Non-Excludable Guarantees).
- (c) Except for any liability that cannot by law be excluded (including the Non-Excludable Guarantees), HES (including its officers, employees and agents) excludes all liability for any personal injury or any loss or damage, whether direct, indirect, special or consequential, arising in any way out of or in connection with your use of the CPP Student Portal and/or the Services, however caused.
- (d) You acknowledge and agree that you are reliable and solely responsible for:
- (i) your use (or misuse) of the CPP Student Portal and/or the Services;
 - (ii) your Content; and
 - (iii) your breach of these Terms or any applicable law.

- (e) You agree to indemnify us from and against any and all claims, liabilities, costs, expenses (including legal costs on a full indemnity basis) or loss suffered or incurred by us arising in any way from your breach of the restrictions set out paragraph 3 of these Terms.

7. Intellectual Property

- (a) We (or our licensors) own all intellectual property rights in and to the CPP Student Portal and the Services, including any enhancements, additions, modifications and variations of the CPP Student Portal and the Services.
- (b) All trade names, trademarks, service marks and other product and service names and logos (**Marks**) displayed on the CPP Student Portal are proprietary to their respective owners and are protected by applicable trademark and copyright laws. These Marks may be registered or unregistered marks of HES or third parties. Nothing contained in the CPP Student Portal should be construed as granting you any licence or right of use of any Marks.
- (c) You must not use any of our Marks:
 - (i) in or as the whole or part of your own trademarks;
 - (ii) in connection with activities, products or services which are not ours;
 - (iii) in a manner which may be confusing, misleading or deceptive; and
 - (iv) in a manner that disparages us or our information, products or services (including the CPP Solution).
- (d) Any questions, feedback, suggestions or other information regarding the CPP Student Portal and/or the Services provided by you to us (**Feedback**) are non-confidential and become our sole property. We will own all intellectual property rights, in any Feedback and will be entitled to use and disseminate the Feedback for any lawful purpose without acknowledgement or compensation to you.

8. Linked Sites

- (a) The CPP Student Portal may contain (or you may be sent via the CPP Student Portal) advertisements or links to third party apps, websites or resources (together **Linked Sites**). Linked Sites are provided for convenience only and may not remain current or be maintained. The CPP Student Portal may also display, include or make available content, data, information, advice, opinions or materials from third parties (**Third-Party Content**).
- (b) You acknowledge and agree that:
 - (i) we have no control over and do not accept or assume any responsibility for Linked Sites or the contents, products or services of Linked Sites, and we accept no responsibility for any liability, loss, damage, expense or cost that may arise from your use of them;
 - (ii) we do not guarantee the accuracy, reliability, currency, correctness or completeness of any Third-Party Content;
 - (iii) where Third Party Content contains opinions or advice of third parties, we do not purport to endorse the contents of that opinion or advice, or the accuracy or reliability of that opinion or advice; and
 - (iv) if you decide to access any Linked Sites or rely on any Third-Party Content, you do so entirely at your own risk.
- (c) You must not link, mirror or retransmit any part of the CPP Student Portal or its content or quote or use any part of the CPP Student Portal or its content on any third-party website.

9. Termination or Suspension

- (a) If you breach these Terms we may:
 - (i) immediately cease making the CPP Student Portal and/or the Services available to you (in whole or in part); and/or
 - (ii) close, suspend or terminate your account without notice.
- (b) We may also close, suspend or terminate your account or the Services due to a material safety or security concern.
- (c) We will cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone in breach of these Terms.
- (d) In the event of termination of your account, paragraphs 6, **Error! Reference source not found.**, 9(b), 9(d), 9(e), **Error! Reference source not found.** and **Error! Reference source not found.** of these Terms will survive.
- (e) Our rights under this paragraph 9 will not prejudice any other rights or remedies we may have at law.
- (f) If you no longer wish to use the CPP Student Portal or our Services and would like your account deleted, please contact us at cppsupport@hes.edu.au and we will assist you.

10. Application Laws

These Terms are governed by the laws in force in Victoria, Australia and 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 these Terms.

11. General

- (a) These Terms constitute the entire agreement between you and us with respect to your use of the CPP Student Portal and/or the Services.
- (b) If any provision of these Terms is held to be unlawful, invalid or unenforceable, that provision is deemed severed, and, to the extent possible, the validity and enforceability of the remaining provisions of these Terms is not affected.
- (c) You may not assign or transfer any of your rights or obligations under the Terms. We may assign or transfer our rights and obligations under these Terms at any time without restriction and without providing you notice or obtaining your consent. In such circumstances, we may transfer or assign your personal information as provided by you to us, subject to the terms of our Privacy Policy.
- (d) Any delay or failure by us to enforce any rights under these Terms does not constitute a waiver.
- (e) Nothing in these Terms creates a relationship of employment, partnership or joint venture between you and us.
- (f) These Terms are written in English. If we make a translated version of these Terms available and it conflicts with the English version, the English version will prevail.