

Terms and Conditions for the Provision of EarthCheck Online Training Services

These Terms and Conditions ("Agreement") govern your use of the online training services ("Services") provided by EarthCheck Pty Ltd ("EarthCheck," "we," "us," or "our"). By accessing or using our Services, you ("Customer," "you," or "your") agree to be bound by these Terms and Conditions. If you do not agree to these terms, you should not access or use the Services.

1. Definitions

Content: Any text, images, videos, audio, documents, or other materials used in the Services.

EarthCheck 's Website: The official website where the Services are provided, including any portal through which training is accessed.

Services: The online training courses, microcredentials, tutorials, webinars, and other learning materials provided by EarthCheck.

2. Access to Services

- 2.1. To access and use the Services, you must provide accurate and up-to-date information which may require the provision of personal information such as name, email, and payment details.
- 2.2. You must be at least 18 years old to use the Services. By using the Services, you confirm that you meet this age requirement.
- 2.3. Services may be delivered through email (include sharing links to pre-recorded video content on Sharepoint) and online live sessions via Teams. You agree to keep any links confidential and to notify us immediately of any unauthorised access to those links.

3. Course Enrolment and Payment

- 3.1. Courses are available for purchase individually or through subscription, as specified on EarthCheck's Website.
- 3.2. All fees for Services are available by contacting EarthCheck. Prices are subject to change, and any changes will be communicated prior to the start of the next course cycle or subscription period.
- 3.3. All fees must be paid upon receipt of an invoice or if directed, paid through a secure third-party payment provider. By providing payment details, you agree to the terms of any such provider as well.
- 3.4. Upon successful payment for a Service, you will be granted access to the relevant course Content for the duration specified.

4. Intellectual Property and Use of Content

- 4.1. All Content provided through the Services is owned by EarthCheck or its licensors and is protected by copyright, trademark, and other intellectual property laws.
- 4.2. You acknowledge that all intellectual property rights in the Content, including any modifications or adaptations thereof, remain with EarthCheck or its licensors. You do not acquire any intellectual property rights through the use of the Services, except for the limited license to access and use the Content for the duration of the course as set out in clause 4.3.
- 4.3. You are granted a limited, non-transferable, non-exclusive license to access and use the Content for personal, educational purposes only. You may not copy, modify,

distribute, publicly display, resell or create derivative works from the Content in whole or in part without prior written permission from EarthCheck.

- 4.4. You agree not to use the Content in any manner that could violate intellectual property rights, disrupt the Services, or engage in unlawful activities.
- 4.5. Any unauthorised use of the Content may result in legal action, including but not limited to claims for copyright infringement, trademark violations, or breach of contract and you indemnify EarthCheck against any loss, liability or expense suffered or incurred by EarthCheck resulting from any infringement or alleged infringement by you of the Intellectual Property or other rights of EarthCheck or any other persons in respect of the Content.
- 4.6. EarthCheck may use technological protection measures (such as digital rights management tools) to protect the Content from unauthorised copying, distribution, or access. You agree not to attempt to bypass, disable, or interfere with any such protection measures.
- 4.7. If you provide any suggestions, feedback, or other contributions related to the Content, EarthCheck has the right to use such feedback without restriction and without any obligation to you including in relation to payment or acknowledgement, and such feedback shall become the exclusive property of EarthCheck.

5. Course Delivery

- 5.1. EarthCheck will make reasonable efforts to ensure the Services are available and functioning properly. However, EarthCheck cannot guarantee uninterrupted access to the Services or that the platform used to deliver the Services will always be error-free.
- 5.2. The Services and Content may be delivered in various formats, including live webinars, pre-recorded videos, reading materials, and quizzes.
- 5.3. Any updates or changes to the course schedule will be communicated to enrolled participants in a timely manner.

6. Micro-Credentials

- 6.1. Where the Services include a micro-credential the following terms and conditions apply:
 - a) Upon successful completion of a specific online training course or program, EarthCheck may offer a micro-credential (such as a digital badge, certificate, or other form of recognition) to confirm that the Customer has gained proficiency in a particular skill or area of knowledge. These micro-credentials are issued at EarthCheck's discretion based on the successful completion of course requirements, including assessments, assignments, or practical applications as determined by EarthCheck.
 - b) Micro-credentials issued by EarthCheck are non-transferable and are intended solely for your personal use. You agree not to sell, share, or misrepresent the micro-credential in any way.
 - c) Micro-credentials are valid for the period of time specified by EarthCheck. While they demonstrate completion of specific training or skills, they do not equate to formal academic degrees or certifications unless otherwise specified by EarthCheck.

- d) Receipt of a micro-credential does not guarantee employment or career advancement. EarthCheck does not make any promises or warranties regarding the impact of the micro-credential on your job prospects or professional development.
- e) EarthCheck reserves the right to revoke or cancel any micro-credential if it is found that you have violated the terms of the course, engaged in fraudulent activities, or misused the micro-credential.
- f) Micro-credentials may be recognised by certain employers or institutions, but EarthCheck makes no claim in relation to this and you are solely responsible for determining how the micro-credential is perceived or valued by any third parties.

7. Refunds and Cancellations

- 7.1. Other than to the extent required by law, no refunds will be issued.
- 7.2. If a course is cancelled by EarthCheck after receipt of payment, a full refund will be made in the event that alternative dates for training are unsuitable for participant.
- 7.3. Refunds will not be issued for missed or incomplete courses due to the Customer's failure to attend or participate.
- 7.4. Other than in circumstances where clause 7.2 applies, refunds will not be issued once the Customer has accessed any of the Content for a course.

8. Customer Responsibilities

- 8.1. You are responsible for ensuring that your internet connection and devices meet the minimum technical requirements to access the Services. You are also responsible for ensuring that you have the software required to access the Services.
- 8.2. You agree to comply with all applicable laws and regulations when using the Services.
- 8.3. You agree that you will not engage in any activity that could harm, disrupt, or overburden EarthCheck's systems, including but not limited to hacking, spamming, or uploading malicious software.
- 8.4. When you participate in group online training forums, including discussion boards, live chats, and any other collaborative platforms provided or utilised by EarthCheck, you agree to engage in respectful and professional communication at all times and respect the confidentiality and privacy of others. Sharing personal information, private conversations, or content shared within the forum without consent is not allowed. All communication within the forum should adhere to applicable privacy laws and EarthCheck's Privacy Policy.
- 8.5. Discrimination, harassment, hate speech, or any form of abusive, offensive, or threatening language will not be tolerated and EarthCheck may suspend or terminate access to group forums for participants who fail to adhere to the expected standards of behaviour.
- 8.6. EarthCheck reserves the right to moderate discussions and remove any content that violates these terms.

9. Privacy and Data Protection

- 9.1. EarthCheck is committed to protecting your privacy. Any personal data collected will be used in accordance with EarthCheck's Privacy Policy, a copy of which is available on EarthCheck's Website.

- 9.2. By providing your personal information, you consent to its collection, storage, and use as outlined in EarthCheck's Privacy Policy.

10. Termination of Access

- 10.1. EarthCheck reserves the right to suspend or terminate your access to the Services if you violate these Terms and Conditions, engage in fraudulent activity, or fail to make required payments. You agree that no refund is payable to you in these circumstances.
- 10.2. You may terminate your access to the Services at any time by contacting customer support. Upon termination, you will lose access to any paid content, but your data may be retained for record-keeping purposes.

11. Limitation of Liability

- 11.1. Subject to any rights imposed by law that cannot be limited or excluded, all warranties or conditions implied by law are excluded.
- 11.2. If implied warranties or conditions cannot be excluded, but limitation is permitted, EarthCheck's liability is limited to the supply of the specific Services again or a refund of the fee actually paid by you for the specific course or Service in question.
- 11.3. EarthCheck's liability for any claim under this Agreement or related to the Services under any legal theory (including negligence), is limited to the amount paid for the specific course or Service in question.
- 11.4. In no event will EarthCheck be liable, in connection with this Agreement or the provision Services, under any legal theory (including negligence) for any type of indirect, incidental, special, economic or consequential loss, including without limitation any loss of profit, production, anticipated savings or business opportunities, loss of use, loss of revenue or loss or corruption of data, even if it was reasonably foreseeable or EarthCheck had been advised of the possibility of that loss arising.

12. Indemnity

You agree to indemnify and hold EarthCheck harmless from any claims, damages, losses, liabilities, or expenses arising from your use of the Services, your violation of these Terms and Conditions, or your infringement of any intellectual property rights.

13. Subcontracting

EarthCheck may subcontract the whole or any part of the Services at any time.

14. Amendments

EarthCheck reserves the right to amend or modify these Terms and Conditions at any time. Any changes will be posted on EarthCheck's Website, and your continued use of the Services after such modifications constitutes your acceptance of the revised terms.

15. Governing Law

This Agreement is governed by and construed in accordance with the laws of Queensland, Australia and the parties submit to the non-exclusive jurisdiction of the courts located in Queensland for the resolution of any disputes.
