

## Instructor/Training Provider Terms and Conditions for OAclass, online classroom, courses and LMS with OA4E.

### Terms and Conditions

By ticking the I agree to Terms and conditions for OA4E (Online Academy for Education) Instructor /Trainer Provider registration application, or signing the bottom of this page, and subject to clause 21 below, you confirm that:

you have read, understand, accept and agree to the following terms and conditions. These terms and conditions form a binding agreement between you, the Instructor / training provider (Trainer, teacher, instructor, you or your business), and The Online Academy for Education OA4E (we, our, us or OA4E), for the provision of access to the OA4E eLearning Learning Management System (LMS), and units of training which include learning resources, and online systems for the submission and assessment of student work and messages ('Units') if required.

If you agree to these Terms, you agree to resolve disputes with OA4E by first contacting OA4E, mediation and then binding arbitration (with very limited exceptions, not in court), and you will not participate in class actions against OA4E. OA4E will endeavour to follow this same process in disputes with users, learners, teachers, instructor / training providers and other associated parties.

1. We reserve the right to change, remove or add additional terms and conditions to this document at any time. Any changes will be displayed on this web application and on the OA4E website in bold for a period of 28 days after the changes have been made, at which point those changes are deemed to be in effect and to be binding on the parties. Changes will not affect units created or purchased prior to the expiry of the 28-day notice period. You may terminate your account on notice to us if you do not accept those changes within the 28-day notice period. Upon termination you will no longer be able to access the OA4E virtual learning centre/LMS.
  - b. You are deemed to accept those changes if you continue to use the website after you log on for the first time after such change has been made and brought to your attention.
  - c. We have no responsibility to inform the User of changes made to these terms and

conditions other than those requirements mentioned in paragraph 1.b of this document.

If you disagree with any of the terms and conditions contained in this document, do not click the 'I Agree' button at the foot of this contract.

## 2. Your Rights:

When we create an account for you as an educational provider for our LMS, you are granted a non-exclusive right as a Instructor / training provider to:

- a. Access limited course creator and trainer features of our LMS, including course management, enrolment, student logs and sub-user account information for your own account and none other; you may
- b. Create 1 teacher account;
- c. Enrol students in the Units of your course, although most students will automatically enrol via the OA4E LMS;
- d. Use only the Services associated with the plan you are approved for and
- e. Not provide access to other educators, teachers and tutors and/or enrolled students (end users) based upon the services provided under this agreement (for the relevant plans for which you, the educator, have agreed to).
- f. Acknowledge you have tested all technical requirements for running the online teaching platform and LMS with OA4E.
- g. Ensure all courses created provide notifications of associated risks for each course. (eg for a yoga course state the health risks associated). Instructors are to be particularly mindful of students risk factors and ensure claims for and against data, revenue, profits, or business opportunities, or personal injury or even death are considered and noted.

## 3. Enrolment Fee:

- a. There is no fees for creating an account with OA4E. OA4E reserves the right to cancel your account for any reason. If teacher obligations on the week PROIR to use, are not met, OA4E has the right to cancel your account immediately. We reserve the right to remove courses, suspend payouts, and/or ban instructors/trainers for any reason at any time, without prior notice, including in cases where:

- b. an instructor or course does not comply with our policies or legal terms (including these Terms);
  - c. a course falls below our quality standards or has a negative impact on the student experience;
  - d. an instructor engages in behaviour that might reflect unfavourably on OA4E or bring OA4E into public disrepute, contempt, scandal, or ridicule;
  - e. an instructor engages the services of a marketer or other business partner who violates OA4E policies; or
  - f. as determined by OA4E in its sole discretion.
- g. When we create an account for you, you will be able to create a course, and list these in the courses and virtual classrooms catalogue. Course and lessons are listed alphabetically in each preassigned section. Courses are not to be listed more than once, unless, specifically approved by OA4E management.
- h. You will not communicate with students who have accessed that class unless enrolled by yourself in that class. You will not be responsible for OA4E enrolled student requirements, including but not limited to, registration, class enrolment, email and contact. You will not be responsible for initial student advertising, contact and technical set up. Unless students are enrolled by you or your organisation.
  - i. You agree that you will not use any data you receive for any purpose other than providing your services to those students on the OA4E platform, and that you won't solicit additional personal data or store students' personal data outside the OA4E platform. You will indemnify OA4E against any claims arising from your use of students' personal data.
  - j. OA4E may record all or any part of your submitted content and material for quality control and for delivering, marketing, promoting, demonstrating, or operating OA4E aligned courses and lessons. You grant OA4E permission to use your name, likeness, voice, and image in connection with offering, delivering, marketing, promoting, demonstrating, and selling all services, your submitted content and materials or OA4E content, and you waive any rights of privacy, publicity, or other rights of a similar nature, to the extent permissible under applicable law.

#### 4. Instructor / training provider accounts

Each teacher/ instructor / training provider will be allowed one single account. Teaching or training organisations who access OA4E LMS and course creator will be able to enrol as an organisation but use the same access codes. Trainers will be able to create their own content providing this is 100% original and not at risk of legal ramifications for copyright or plagiarism OA4E takes absolutely NO responsibility for teacher courses or the material and content, regardless of who the student has enrolled with.

Third party paid materials are not permitted on the OA4E website. It is our best advice and legal requirement that trainers check their own content is copyright and plagiarism free BEFORE uploading.

You, the instructor / training provider must own or have the necessary licenses, rights, consents, permissions, and authority OA4E to use your submitted content as specified in these Terms and Conditions.

The instructor / training provider guarantees they aren't restricted from using the OA4E platform, website or LMS under U.S or international sanctions or export laws (as an individual or as an officer, director, or controlling shareholder of any entity). If you become subject to these restrictions while you hold an account with OA4E, you will notify OA4E within 24 hours, and we will have the right to immediately terminate any further obligations to you, with no further liability to the instructor / training provider.

Your submitted content, courses and materials will not infringe or misappropriate any third party's intellectual property rights; and you have the required qualifications, credentials, and expertise (including education, training, knowledge, and skill sets) to teach and offer the services that you offer through your submitted content and use of the OA4E LMS and website services;

For the avoidance of doubt, if you have 12 courses, the instructor / training provider must use their own content and check this course is not in any way in breach of any copyright or content based infringements before submitting it to the public. This includes logos, pictures and images

OA4E also requires courses, lessons, content or materials uploaded onto the OA4E LMS are not replicated on any other course provider website or business. Any violations of this section will result in dissolution of the Online Academy for Education. 2020, subsidiary of B and I Training PTY LTD. A.C.N 629 193 906

Instructor / training provider account and an indefinite ban from reapplying with OA4E.

5. Instructor / training provider payments and accounts.

- a. Unless otherwise agreed with us in writing, students will pay OA4E for each lesson or course that they complete. You will set your own course fee in the course set up and receive 70% (- fees and tax) of course fees paid upon student completion. This is regardless where student enrolment has occurred.

Course payments are allocated on a 30% OA4E and 70% (- transaction/GST fees) Instructor / training provider split in which the Instructor / training provider is provided 70% of paid course fees (-fees and taxes) unless otherwise stated.

- b. GST is applicable to all OA4E products and will appear on all invoices.
- c. If students make an incorrect order, ask for a refund, or wish to change the course they have purchased, OA4E has the right to resolve this at their own discretion. Course providers will be advised of any student feedback regarding these issues if it provides a chance for the instructor / training provider to improve their courses.

If a student asks for a refund after we have paid the relevant trainer payment, we reserve the right to either (1) deduct the amount of the refund from the next payment sent to the trainer or (2) where no further payments are due to the trainer or the payments are insufficient to cover the refunded amounts, require the trainer to refund any amounts refunded to students for the instructor's courses.

We will issue you with an account statement and payment into your designated account for student paid course fees on a monthly basis. Upon reaching your preset payment level, payment will be made into your bank account on the same day the monthly statements are released. Payment is made in Australian dollars only.

You undertake to ensure all account details are kept up to date and abide by the obligations and protection of your own account maintenance, password protection and security, if you suspect someone has accessed your account please contact OA4E immediately to assist in securing the account and website.

You must be over 18 years old to apply for access with OA4E Instructor / training Online Academy for Education. 2020, subsidiary of B and I Training PTY LTD. A.C.N 629 193 906

provider accounts. You will not allow staff members to access and use the Instructor / training provider account if they are under the age of 21. Under the terms and conditions of this agreement Instructor / training providers will be required to provide proof of Identification and where relevant educator registration proof and criminal checks. OA4E has students who are under 18, therefore, we strive to create a safe learning community and will perform ID and applicable criminal checks on all Trainer Provider applications.

Your account is valid for an unlimited period of time. OA4E will, however, require annual ID and criminal checks for our Instructor / training providers. If there are any discrepancies found in the ID and criminal checks OA4E reserves the right to cancel your account under these Terms and conditions

## 6. Content

The Services provide you, your trainers, administrators and the enrolled student with the ability to store data on our servers, including enrolment details, answers to questions, statistical information and messages. We do not claim any intellectual property rights over the personal information stored by you on our servers. If this contract is terminated (for whatever reason), you will be provided with direct access to your personal data for a period of 90 days. Course material or information is to remain on the OA4E website or LMS and OA4E assumes 100% ownership and can do as they see fit with the content. You assign OA4E full intellectual property rights during any period of the account.

## 7. Term

a. This Agreement is effective from the date of your acceptance of this agreement and continues unless/and until cancelled by either party on 30 days written notice to the other party.

b. On termination, you will be charged for any classes that have been scheduled more than 7 days prior to the termination date, and all classes that students have saved work to.

## 7. User/ Trainer Conduct:

As a user/ trainer of OA4E LMS, you agree that you will not:

1. attempt to reverse engineer, decompile or attempt to extract the source code of the Learning Management System or any other web application provided to you by OA4E.

2. Use the Services for an illegal, unlawful, improper or infringing purpose, or in a way that encourages criminal activity;
3. Install spiders, data scrapers, viruses or other malicious software or otherwise use the Services in a manner which may threaten the integrity and security of the LMS, website or OA4E products;
4. upload, transmit, post or share any virus or malicious computer code or software which may cause damage to, or violate the privacy of OA4E or any other user of the site;
5. upload, transmit, post or share any explicit, pornographic, obscene or offensive images or text;
6. make requests of our server or IT at an unreasonable frequency that we determine compromises our ability to provide the Services; and
7. use the website to send unsolicited commercial messages (commonly known as 'Spam') in any form, including but not limited to e-mail, voice, fax or SMS, or use the website in any way that would contravene the Spam Act 2003 (Cth) and for each and every complaint received alleging that you have used our services for the purpose of sending unsolicited commercial messages, you will be charged a \$25 administration fee, which may at our discretion be refunded if it is found to be unsubstantiated.
  - a. You will not upload any information that;
    1. is fraudulent; or
    2. is in any other way objectionable.
  - b. What is objectionable will be determined by us in accordance with standard internet practices.
  - c. By submitting data or information to OA4E or as part of its Services you confirm that:
    1. The publishing of any data, information, material or communication of any type by you will not breach or infringe upon the intellectual property rights of any third party whatsoever; and
    2. you accept all liability for the dissemination of the data or information provided by you to OA4E.
    3. You grant OA4E and our anti-piracy vendors primary authority to file

notices on your behalf to enforce your copyright interests.

4. You agree that OA4E and our anti-piracy vendors will retain the above rights unless you revoke them by sending an email to [admin@oa4e.com](mailto:admin@oa4e.com) with the subject line: "Revoke Anti-Piracy Protection Rights" from the email address associated with your account. Any revocation of rights will be effective 48 hours after we receive it.

d. You agree to use this website in accordance with any and all applicable laws and regulations relating to your use of the internet in the state, country or region in which you live, and of this agreement.

## 8. Usage and Content

a. Provision of the Services to you is at our discretion. We provide no guarantee of the availability or suitability of the services provided by OA4E to your organisation, trainers or students. We retain the right to remove, alter, discontinue or terminate any aspect of the Services provided to you without notice.

b. We have no obligation to provide uninterrupted access to the Services and although we will do our best to provide continuous access, and the Services may, from time to time, be inaccessible to users.

## 9. Confidential Information

b. Confidential Information means any information not generally known to the public that:

1. either party notifies in writing is either proprietary or confidential;
2. because of the circumstances of its disclosure should be treated as proprietary or confidential;
3. is information concerning the technical processes, finances, pricing or commercial operations of a party;
4. contains the terms of this Agreement, or any related negotiations; or 5. comprises the data uploaded by you to our servers.

c. Neither party will use the other party's Confidential Information without prior written consent, except strictly for the purposes contemplated by this Agreement, and a party may only disclose the other party's Confidential Information:

1. if required by law;
2. to exercise their rights under this Agreement;
3. if necessary, to perform their obligations under this Agreement;
4. if the other party has provided their written consent to the disclosure;
5. if the Confidential Information is already in the public domain (otherwise than as a result of disclosure in breach of this Agreement).

#### 10. User Information

a. By agreeing to this contract, you agree to:

1. confirm that all information provided by you is complete and accurate.
2. agree to update your User Information as required to ensure that OA4E retains an accurate record of your details.
3. agree to keep the details of your secure access information private and confidential.

b. We agree to keep your information in accordance with our Privacy Policy.

c. We reserve the right to do any of the following, without limitation:

1. suspend your User Account;
2. permanently remove or alter content related to your account; or
3. terminate your account if you breach any term or condition contained within this document;

#### 11. Intellectual Property

a. The copyright in this website and this interface, the LMS, and the contents of each of the Units, including but not limited to:

1. [graphics];
2. [book titles]
3. [text]
4. [layout]
5. [logos]

6. [branding]

7. [samples]

8. [animations]

9. [reports]

10. [downloadable documents]

11. [LMS functionality]

12. [Access logs]

and all other content created by OA4E and its content partners (together, 'Content') is owned by OA4E. We reserve the right to use, alter, add to, or remove elements of all the Content as we deem fit at our sole discretion.

b. Except where necessary for viewing the Content on this Web Site on your browser, as permitted under relevant legislation, or these Terms of Use, none of the Content may be reproduced, adapted, modified, uploaded, provided to a third party, linked to, framed, screen captured, distributed or transmitted in any form by any process without specific written consent of OA4E.

## 12. Indemnity

You, the instructor / training provider are responsible for the professional indemnity and all other insurances applicable when submitting your courses, lessons ,content and material to the public.

a. You indemnify us, our officers, directors, staff, agents and contractors from any loss or damage, including any and all legal costs (including lawyers' fees), which we may suffer as a result of your usage of OA4E products and services

b. You agree to cooperate fully with us in the defence of any claim.

c. You agree to ensure that you will not enter into any agreement with a third party such that the agreement between you and OA4E shall place you in breach of the agreement with the third party.

d. You agree to indemnify us from any action by a third party in relation to your agreement with us.

e. In no event will we be liable to you or any other party for direct or indirect loss in

connection with data uploaded by you, your trainers or your students to our servers.

### 13. Accuracy of information

You acknowledge that we make no representation whatsoever about the accuracy or truth of any data held on our servers or contained in the resources and classes.

### 14. Termination

a. We reserve the right to alter, suspend or terminate your access, or the access of end users at our discretion without notice.

b. A breach of any of these terms and conditions will result in the immediate termination of access and, if applicable, the relevant account.

### 15. Force Majeure

A party will not be liable to the other party for any failure or delay in performing its obligations under this Agreement (except for the payment of money) to the extent that this is caused or arises from events which include, but are not limited to:

a. fire, flood, lightning, storm or extreme weather conditions;

b. strikes, lockouts, boycotts or other industrial disputes;

c. acts of war, terrorism, riots, civil commotion and explosions;

d. government restrictions.

### 16. Independent Proprietor

The parties are independent of each other and not in an agency, joint venture or partnership relationship.

### 17. Severability

Each provision of this agreement, and each part thereof, is severable. Severance of one provision, or part thereof, does not affect any other provision.

### 18. Entire Agreement

This Agreement records the entire agreement between the parties as to its subject matter. It supersedes any prior understandings or agreements between the parties in connection with it.

### 19. Governing Law

a. This Agreement is governed by, and must be interpreted in accordance with, the Online Academy for Education. 2020, subsidiary of B and I Training PTY LTD. A.C.N 629 193 906

laws of NSW Australia.

b. You submit to the exclusive jurisdiction of courts in NSW, Australia.

## 20. Assignment

a. You may not assign this agreement or your approved account to any other person or body corporate.

b. OA4E retains the right to assign this agreement without notice.

## 21. Authorised to contract

By agreeing to this contract, you warrant that you are either acting on your own behalf

or that you have full and complete authority to enter into this agreement on behalf of and to bind any company or other entity which you represent or purport to represent, and that you have been duly authorised to act in such a manner by the company or entity. You will agree to these Terms and Conditions if this form is unsigned by submitting the Trainer/Education Provider application with OA4E. ([www.aa4e.com](http://www.aa4e.com), [www.aa4e.com.au](http://www.aa4e.com.au) and [www.aa4e.org](http://www.aa4e.org))

## 22. Access by trainers, administrators and students

We will grant access to the platform to the students enrolled in the classes, the trainers that train in those units, and the administrators who administer the classes. In return for this access, you will ensure that each trainer, administrator and student agree to abide by the reasonable terms and conditions of use published by us.

[admin@aa4e.com](mailto:admin@aa4e.com)

[www.aa4e.com](http://www.aa4e.com)

Telephone

Suite 31/361

Harbour Drive, Coffs Harbour. NSW

Online Academy for Education is a branch of B and I Training Pty Ltd.

ABN 57 629 193 906

Name

Date

X

I agree to the terms and conditions specified in this agreement.

I agree to the Transfer of Intellectual Property to Online Academy for Education OA4E.

OA4E