

Terms and Conditions

Please Read the Following Terms Carefully.

This website is operated by Tutor On Demand Pty Ltd ABN 83 149 712 881, who trade as Edrolo ("Edrolo", "Tutor On Demand", "ToD", "we", "us", "our") under the domain name www.edrolo.com.au ("the website").

These terms of use as varied from time to time ("Terms") govern your use of the website and all its associated services. By accessing, browsing and/or using the website you will be deemed to have agreed to these Terms. If you do not wish to be bound by these Terms you must discontinue accessing, browsing and/or using the website.

Intellectual Property Rights

The material contained on the web site is protected by copyright.

You may use the website for personal and non-commercial purposes only.

You acknowledge that the Edrolo website, special technology used in connection with the website, Edrolo's services, all software, material, information, communications, text, graphics, links, electronic art, animations, audio, video, photos, and other data available within the website ("Edrolo content") are provided by Edrolo or third-party providers and are the copyrighted works of Edrolo and/or such third parties.

You may not copy, reproduce, publish, distribute, modify, create derivative works of, rent, lease, sell, transfer, display, transmit, compile or collect in a database, or in any manner commercially exploit any part of the Edrolo content or our services in whole or in part unless expressly authorised by Edrolo or the relevant third party owner.

You may not store any significant portion of any Edrolo content or Edrolo services or materials in any form.

You acknowledge that Edrolo and/or third-party providers remain the owners of the Edrolo content and that you do not acquire any intellectual property rights in the Edrolo content.

Information Does Not Represent Professional Advice

The material provided on the website is provided as general information only. It is not intended as professional advice and must not be relied upon as such.

Prior to entering into a transaction or taking any particular course of action in connection with the website, you should make your own enquiries and seek independent advice tailored to your specific circumstances and objectives.

Accuracy and Usefulness of Information

All material and information on the website is provided in good faith and is believed to be accurate and current as at the date of publication. However, Edrolo provides no warranty or guarantee that any material or information on the website or linked websites will be accurate or complete.

Edrolo will not be liable for any damages whatsoever whether in an action in contract, negligence or other tort, arising out of or in connection with access to the website or the information and material contained in it. All warranties of any kind are excluded to the maximum extent permitted by law.

Edrolo makes no guarantee as to the usefulness of the material and information on the website, nor any of the products and services promoted on it or via linked websites. In particular, Edrolo makes no guarantee as to the appropriateness of the courses selected by you and no guarantee as to the likelihood of results which may be gained by virtue of any training undertaken.

Access

You agree and understand that Edrolo may prevent or restrict your access to the website for any technical, security and or any other reasons at its absolute discretion.

Edrolo will advise you as soon as practicable of any restrictions imposed on your access to the website.

Variation of These Terms

Edrolo may vary these Terms at any time. In the event that Edrolo varies these Terms, it will provide notice by publishing the varied Terms on the website.

You accept that by doing this, Edrolo has provided you with sufficient notice of the variation.

No Warranties or Representations

Edrolo does not exclude any rights or remedies available to you under the Trade Practices Act (Cth) or equivalent State legislation that cannot be excluded or restricted.

To the extent permissible by law, Edrolo makes no warranty or representation (express or implied) regarding the quality, accuracy, reliability, currency, performance, completeness or fitness for purpose of any part of the website or any of the Edrolo content.

Edrolo does not represent or warrant (expressly or impliedly) that the website or any of the Edrolo content, or the facilities that make the website and the Edrolo content available, will not cause damage, or are free from any computer virus or any other defects or errors, or that your access to the website or any Edrolo content will be uninterrupted.

To the maximum extent permitted by law, Edrolo is not liable (whether in contract, negligence or otherwise) for any loss or damage arising from the use of the website or any of the Edrolo

content.

To the maximum extent permissible by law, Edrolo's liability for breach of any implied warranty or conditions that cannot be excluded is restricted, at Edrolo's option, to:

- the re-supply of the relevant goods or services; or
- the cost of the re-supply of the relevant goods or services; or
- any amount paid by you to Edrolo in respect of the relevant goods or services.

You agree that in no circumstances will Edrolo be liable for any indirect, incidental, special and/or consequential losses or damages of whatever nature arising out of your use of the website or of any of the Edrolo content (including, but not limited to, losses or damages arising out of, or attributable to, an act or omission by Edrolo).

No Guarantees as to the Service

The website contains downloadable materials and links to external websites.

Edrolo is not responsible for, and has no control over, the content of downloadable materials or external sites.

You understand that Edrolo cannot and does not guarantee, warrant or represent that files or software of any kind, or from any source, available for downloading through the website, will be free of infection or viruses, worms, Trojan horses or other code or defects that manifest contaminating or destructive properties.

Prices and Payments

All prices quoted on the website are quoted in Australian Dollars ("AUD") and are inclusive of GST.

All payments to be made to Edrolo must be in AUD and must be inclusive of GST. A payment to be made to Edrolo must always be made in accordance with Edrolo's Terms of Purchase & Refund Policy below.

Payments that are received in a currency other than AUD will not be accepted and any attempted registration by you in respect of the website or Edrolo content will be delayed until correct payment is made.

All prices quoted on the website are subject to change without notice. You should confirm the price of a product or service before placing an order for it.

Links to Third Party Websites

The website may contain links and pointers to other websites operated by third parties.

Third party links and pointers are included solely for your convenience. Links to third party websites do not constitute endorsement, sponsorship or approval by Edrolo of the content, policies or practices of those third party websites.

You agree that by accessing any third party linked website you do so at entirely at your own risk.

Edrolo will 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 or reliance on any goods or services available on or through any third party website.

Security

When using the World Wide Web, the Internet or third party networks or facilities, you are using networks, facilities and services that are beyond the control of Edrolo.

You assume all risk and liability of your use of the World Wide Web, the Internet or any such third party networks, including any access to the website via such media.

Severability

If any part of these Terms is held invalid, illegal or unenforceable, that part shall be severed and the remainder will continue to be valid and enforceable.

General

The use of the website is governed by, construed and enforced in accordance with the laws of Victoria, Australia and you irrevocably submit to the non-exclusive jurisdiction of the courts of Victoria, Australia and their respective courts of appeal in that regard.

Reservation of Rights

Any rights not expressly granted to you herein are reserved by Edrolo.

For the purposes of this agreement the words "Edrolo", "We", "Our" and "Us" refer to Tutor On Demand Pty Ltd and "website" to materials delivered on www.edrolo.com.au and other co-branded versions of the site.

Privacy Statement

By using this website, you agree to Edrolo's Privacy Statement below.

1. Introduction

Tutor On Demand Pty Ltd ("Tutor On Demand", "Edrolo", "we", "us", "our") recognises the importance of your privacy and is committed to protecting any personal information we collect about you in accordance with the National Privacy Principles.

For the purposes of this Privacy Statement, the word "you" includes website visitors, Tutor On Demand registered users and purchasers of Tutor On Demand products and services.

The purpose of this Privacy Statement is to inform you about:

1. What personal information about you is collected by Tutor On Demand.

2. How the information is used.
3. With whom the information may be shared.
4. How you can access and change any personal information Tutor On Demand holds about you.
5. What security procedures are in place to protect the loss, misuse or alteration of your personal information by Tutor On Demand.
6. How to contact Tutor On Demand.

This Privacy Statement applies to any personal information you provide to us:

- when visiting the Tutor On Demand website
- when using Tutor On Demand's on-line services
- when entering into an agreement with Tutor On Demand and/or another third party
- when you request Tutor On Demand forward information about yourself to a third party
- when you correspond, or communicate with Tutor On Demand over the telephone or in any other manner including by letter, facsimile or email

In addition to collecting personal information directly from you, we may also obtain personal information about you from third party sources such as our training providers and other third party service providers.

Failure by you to provide personal information when requested by Tutor On Demand may mean that we are unable to provide certain services and products to you.

2. What types of information do we collect?

Edrolo gathers two types of information about you, namely:

1. aggregated information generated by our systems (or third party systems) to track our website traffic but that which does not identify you personally; and
2. personal information about you such as your name, address, telephone and facsimile number, email address, website usage and in some cases, your billing details and general financial and credit information.

The type of information that Edrolo collects about you is dependent on how you use the services offered on our website and the products you are interested in purchasing through Edrolo, or for the products a third party purchases on your behalf.

Generally, Edrolo does not collect 'sensitive information' about you. Sensitive information includes (but is not limited to) information about your race or ethnic origin, your religion and your sexual preferences. Edrolo will only collect sensitive information about you in the event that it is necessary for the purpose of providing you with a product or service. In such circumstances, Edrolo will only collect sensitive information with your consent unless we are required by law to collect such information from you.

Collection of aggregate data

Edrolo also collects non-personal information in aggregate form to track data such as the total number of visits to our website, the number of visits to specific areas of our website and the domain names of our website visitors' internet service providers.

We use this information, which remains in aggregate form, to understand how our website visitors use our website so that we can constantly improve and enhance our services. We may also share this information with our training providers for the purpose of providing you with optimal training material & services.

Your Internet Provider ("IP") address

Edrolo's web servers provide us with your IP address. This assists us in the diagnosis of problems and or support issues with our services.

Cookies and Applets

Edrolo uses 'cookies' and 'applets' in its website systems. These enable you to use services such as free demonstrations of our training courses. You are able to disable cookies and applets via your computer's web browser however this will restrict access to some web pages and services within the Edrolo website.

3. How we collect information

Edrolo may collect personal information about you when you visit our website and you elect to use our on-line services, when you register as a Edrolo Registered User, when you enter into a contract with Edrolo and, when you deal with Edrolo over the telephone or correspond with Edrolo via facsimile, letter or email or any other mode of communication.

Edrolo may also collect personal information about you from our training providers and other third parties who purchase or arrange for access to Edrolo on your behalf (such as your name, email address and/or class enrolments).

4. How we use your personal information

Edrolo may use your personal information for one or more of the following purposes:

- to communicate with you, including via email newsletters
 - to facilitate and process contracts between yourself and Edrolo and/or third parties
 - to identify the number of people using Edrolo's website services and establish the nature of their interests
 - to facilitate Edrolo registration
 - to conduct Edrolo training activities
 - to conduct Edrolo marketing activities
 - to provide you with information about Edrolo and its services and products
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5. Disclosure of personal information to third parties

Edrolo may disclose your personal information to our training providers in order to facilitate your enrolment in a selected training course.

Edrolo may also disclose your personal information to third party contractors who perform services for us including the management and maintenance of our information systems.

Where your personal information is passed on to third party contractors, Edrolo takes reasonable steps to ensure that these individuals and/or organisations are bound by confidentiality and privacy obligations in relation to the protection of your personal information.

Other than as outlined above, Edrolo will not disclose your personal information without your consent unless disclosure is necessary to prevent a threat to life or health, authorised or required by law, reasonably necessary to enforce the law or necessary to investigate a suspected unlawful activity.

6. Access to and correction of information we hold about you

Upon your request, Edrolo will provide you with access to your personal information unless there is an exception which applies under the National Privacy Principles. If we deny such access, we will tell you why.

Edrolo may recover any reasonable costs incurred in providing you access to the requested information. To request access to your personal information, please contact Edrolo using one of the contact options provided in paragraph 12 of this Privacy Statement.

If you are a Edrolo Registered User, you can access your registered profile at any time.

7. Keeping information up-to-date

Edrolo strives to ensure that the information we hold about you is accurate, complete and up-to-date at all times. If the personal information we hold about you is inaccurate, incomplete, or no longer up-to-date, or you wish for your details to be removed from the website, please contact us at info@tutorondemand.com.au so that we may take reasonable steps to address this and/or discuss alternative options with you.

8. Storage and security of your personal information

Edrolo takes reasonable steps to protect the security of your personal information in accordance with this Privacy Statement.

Unfortunately, no data transmission over the internet can be guaranteed to be totally secure.

Whilst Edrolo strives to protect such information, we cannot ensure or provide any warranties in respect of the security of any information you transmit to us or obtain from our online products or services. Accordingly, use of the Edrolo website is at your own risk.

Once any personal information comes into our possession, we will take reasonable steps to protect that information from misuse and loss and from unauthorised access, modification or disclosure.

9. Links to other websites

The Edrolo website contains links to other websites. Please note that these links are intended for your convenience only.

Links to third party websites do not constitute endorsement, sponsorship or approval by Edrolo of the content, policies or practices of those third party websites.

If you have any concerns regarding your privacy when visiting a linked third party, you should ensure that you check the privacy statement/policies of those websites.

10. Destruction of your personal information

Edrolo will take reasonable steps to destroy or de-identify any personal information about you once the information is no longer required for the purposes for which it was collected or as authorized or required by law.

11. Changes to Tutor On Demand's Privacy Statement

From time to time, Edrolo may make changes to this Privacy Statement. Accordingly, we encourage you to periodically review this statement to remain informed about how we collect and protect your personal information. Your continued use of the Edrolo website constitutes your acceptance of the collection, use and disclosure of your personal information to the extent outlined in this Privacy Statement as amended from time to time.

For further information about the protection of your privacy, please visit the Australian Federal Privacy Commissioner's website at www.privacy.gov.au.

12. Feedback and questions about privacy and the Tutor On Demand website

Edrolo welcomes ideas and feedback about all aspects of the Edrolo website. This feedback may be used to administer and refine the services we provide and may be shared with Edrolo partners either in aggregate form or with specific identifying characteristics removed.

If you have any questions regarding this Privacy Statement, practices of the Edrolo website or your dealings with Edrolo, you can contact us via email: info@tutorondemand.com.au

Conduct Policy

By using this website, you agree to Edrolo's Conduct Policy below.

You must not:

- (a) use the the website in breach of any applicable laws or regulations;
- (b) use the website (or material obtained from the website):
 - to transmit (or authorise the transmission of) "junk mail," "chain letters," unsolicited emails, instant messaging, "spimming," or "spamming";
 - to impersonate any person or entity;
 - to solicit money, passwords or personal information from any person;
 - to harm, abuse, harass, stalk, threaten or otherwise offend others; or
 - for any unlawful purpose;
- (c) use the website to upload, post, transmit or otherwise make available (or attempt to upload, post, transmit or otherwise make available) any material that:
 - is not your original work, or which in any way violates or infringes (or could reasonably be expected to violate or infringe) the intellectual property or other rights of another person;
 - contains, promotes, or provides information about unlawful activities or conduct;
 - is, or could reasonably be expected to be, defamatory, obscene, offensive, threatening, abusive, pornographic, vulgar, profane, indecent or otherwise unlawful, including material that racially or religiously vilifies, incites violence or hatred, or is likely to offend, insult or humiliate others based on race, religion, ethnicity, gender, age, sexual orientation or any physical or mental disability;
 - exploits another person in any manner;
 - contains nudity, excessive violence, or sexual acts or references;
 - includes an image or personal information of another person or persons unless you have their consent;
 - poses or creates a privacy or security risk to any person;
 - you know or suspect (or ought reasonably to have known or suspected) to be false, misleading or deceptive;
 - contains large amounts of untargeted, unwanted or repetitive content;
 - contains restricted or password only access pages, or hidden content;
 - contains viruses, or other computer codes, files or programs designed to interrupt, limit or destroy the functionality of other computer software or hardware;
 - advertises, promotes or solicits any goods or services or commercial activities (except where expressly permitted or authorised by us); or
 - contains financial, legal, medical or other professional advice;
- (d) interfere with, disrupt, or create an undue burden on Edrolo;
- (e) use any robot, spider, or other device or process to retrieve, index, or in any way reproduce, modify or circumvent the navigational structure, security or presentation of Edrolo or the website;
- (f) use the website with the assistance of any automated scripting tool or software;

- (g) frame or mirror any part of the website without our prior written authorisation;
 - (h) use code or other devices containing any reference to the website to direct other persons to any other web page;
 - (i) except to the extent permitted by law, modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the website or cause any other person to do so; or
 - (j) delete any attributions or legal or proprietary notices on the website.
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Terms of Purchase & Refund Policy

Before you make a purchase on Edrolo's website, you agree that you have read, understood and agree to Edrolo's Terms of Purchase & Refund Policy below.

Terms of Purchase:

- Edrolo will charge your credit/debit card with the subscription fee for the courses that are described on the website before you enter your credit/debit card details.
 - Edrolo accepts Visa, MasterCard and American Express cards associated with a billing address within Australia or New Zealand.
 - Edrolo is not responsible for any Foreign Transaction Fees (if you are using an international credit card) or any other additional fees charged by your bank.
- Edrolo does not accept Money Orders, Cash or Cheque payments
- Edrolo Registered Users can review their payment history and the courses they have paid for in the "Your Account" section of the website.
- Tax invoices for the payment of your subscription fees can be created and sent to you on request. Unless specifically stated otherwise, all amounts or fees in relation to the Services are GST inclusive and in Australian Dollars (AUD).
- On a calendar year basis, your access to the courses that you have paid for or been provided with, and as described within the "Your Account" section of the website, will be determined as the maximum of either of the following:
 - One calendar month from the date of purchase; or
 - For VCE students: One day after the final VCE End-of-year Written Examination has taken place in the same calendar year as your initial purchase or in the same calendar year as when you were initially granted access (as per the current VCE Exam Timetable as set out on the VCAA website <http://www.vcaa.vic.edu.au> or the HSC Exam Timetable set on on the Board of Studies website <http://www.boardofstudies.nsw.edu.au/>); or
 - For HSC students: One day after the final HSC End-of-year Written Examination has taken place in the same calendar year as your initial purchase or in the same calendar year as when you were initially granted access (as per the current HSC Exam Timetable as set out on the Board of Studies website <http://www.boardofstudies.nsw.edu.au/>).

Refund Policy:

- Edrolo does not offer refunds
- If you have any purchase queries, please feel free to contact Edrolo via email:
info@tutorondemand.com.au