

TUSA Online Learning Terms

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Personal information

By accessing the Platform, you acknowledge that personal information collected for the purpose of the learning modules will be collected, used, disclosed and managed in accordance with the TUSA Personal Information Protection Statement.

When you use the Platform, we may collect information about your enrolment, course progress, and completion. This information is used to administer the Platform, track participation, and improve our learning offerings.

For questions about how we handle your personal information, contact our General Manager at hello@tusa.utas.edu.au.

Introduction

These Online Learning Terms of Service ("Terms") govern your access to and use of the online learning platform ("Platform") operated by Tasmanian University Student Association Inc., trading as TUSA ("we," "us," "our") through our website tusa.org.au. Our Platform is powered by LearnPress and provides student training and inductions, workshops, and short courses. The platform provider of our LMS may change without notice however, any provider will be required to comply with applicable privacy and data protection laws, and TUSA policy.

By accessing or enrolling in any course on the Platform, you agree to be bound by these Terms. If you do not agree, you must not access or use the Platform.

These Terms should be read alongside our general Website Terms of Service, which also apply to your use of the Platform.

Eligibility

To access the Platform, you must:

- Be a current student member of the TUSA (defined as an enrolled student at UTAS and/or an Associate member of a TUSA affiliated Club), or otherwise be

invited or authorised by TUSA to access specific courses;

- Be 18 years of age or older or have the consent of a parent or guardian if you are under 17, unless currently enrolled as a student at UTAS;
- Provide accurate and complete information when creating or using your account.

TUSA reserves the right to verify eligibility and to refuse or revoke access at any time.

Access and enrolment

Access to all courses and learning materials on the Platform is provided free of charge or subject to fees as specified to eligible TUSA members.

TUSA offers two categories of online learning content:

- Student training and inductions — structured onboarding and compliance content designed to support your participation in TUSA activities, clubs, and services.
- Workshops and short courses — skill-building and educational content available for self-directed enrolment.
- TUSA is committed to providing accessible learning experiences, where possible and available.

Some courses may be offered by or in partnership with third parties. TUSA does not review or endorse the content of courses provided by third parties. Any certificate of completion represents acknowledgement of your participation and completion only and does not constitute an endorsement by TUSA of any third-party content.

Enrolment in a course does not guarantee completion or certification. TUSA may at any time modify, suspend, discontinue, or withdraw access to any course or content without prior notice.

Account responsibilities

Your Platform account is personal to you. You must not:

- Share your login credentials with any other person;
- Allow another person to access the Platform using your account;
- Create multiple accounts or create a false identity for the purpose of misleading

others.

You are responsible for all activity that occurs under your account. If you become aware of any unauthorised use of your account, you must notify us immediately at hello@tusa.utas.edu.

Acceptable use

This Acceptable Use Policy ("AUP") applies to your use of the TUSA Platform and any content you contribute ("Content"). You agree you will not use the Platform for any purpose that is unlawful or prohibited by this AUP. You may not use the Platform in any manner that could damage, disable, overburden, or impair the Platform or networks connected to it, or interfere with any other party's use and enjoyment of the Platform. You may not attempt to gain unauthorised access to any part of the Platform, other accounts, computer systems, or networks. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Platform.

When using the Platform and submitting any Content, you must not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (including rights of privacy and publicity) of others;
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information;
- Submit Content in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages;
- Upload files that contain images, photographs, software or other material protected by intellectual property laws unless you own or control the rights to that material or have received all necessary consents;
- Upload files that contain viruses, Trojan horses, worms, time bombs or other software that may damage the operation of another's computer or property;
- Download any file posted by another user that you know, or reasonably should know, cannot be legally reproduced, displayed, performed or distributed;
- Advertise or offer to sell or buy any goods or services for any business purpose;
- Violate any applicable Australian or international laws or regulations;

- Engage in academic dishonesty, including submitting work or assessments that are not your own.

TUSA has no obligation to monitor your Content, we may review or remove materials where it comes to our attention. However, we reserve the right to review materials posted and to remove any materials in our sole discretion. TUSA reserves the right to terminate your access to any or all of the Platform at any time, without notice, for any reason.

TUSA reserves the right to disclose any information as we deem necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post, or remove any information or materials, in whole or in part, in our sole discretion.

Exercise caution when sharing any personally identifiable information through the Platform. TUSA does not control or endorse content, messages or information submitted by users and specifically disclaims any liability with regard to user submissions and any actions resulting from your participation in areas of the Platform where content may be submitted.

User-submitted content

The Platform may allow you to submit Content that can be viewed by other users. You should only submit Content if you are comfortable sharing it with others.

You understand that TUSA does not guarantee the confidentiality of your Content and you are solely responsible for your Content and the consequences of submitting and publishing it on the Platform. You represent and warrant that you own or have the necessary licences, rights, consents and permissions to publish your Content.

You retain all rights in your Content. By submitting Content through the Platform, you grant TUSA a worldwide, non-exclusive, royalty-free, sublicensable and transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform your Content in connection with the Platform and TUSA's services.

Feedback

Any suggestions, comments, or other input you provide to TUSA ("Feedback") even if

designated as confidential, will not create any confidentiality obligation for TUSA. TUSA will be free to use, reproduce, license or otherwise distribute and exploit

Feedback to improve and enhance TUSA products, technology, services and documentation. TUSA's use of Feedback does not create any obligation to you.

You agree not to provide TUSA with any Feedback that is subject to licence terms that would require TUSA products, technologies, services or documentation incorporating or derived from such Feedback to be licensed or otherwise shared with any third party.

Course content and accuracy

TUSA endeavours to ensure that all content on the Platform is accurate, current and useful. However, course materials are provided for general educational and informational purposes only. We make no warranty, express or implied, that the content is free from error, complete or fit for any particular purpose.

You should not rely solely on Platform content for professional, legal, medical or compliance advice. Always verify important information with appropriate professional or regulatory sources.

TUSA may update, revise or remove course content at any time without notice.

Completion and certificates

Where a course offers a certificate or record of completion, this will be issued subject to you satisfying any requirements specified within the course (such as completing all modules or achieving a passing score in any required assessment).

Certificates issued through the Platform are records of course completion only and do not constitute a formal qualification, accreditation, or professional credential unless expressly stated. Each certificate's validity term may differ and will be specified within the relevant course.

If a course requires you to pass an assessment to obtain a certificate, you must not receive any unauthorised assistance. TUSA reserves the right to withhold, revoke or invalidate a certificate where there is evidence of dishonest conduct, misuse of the Platform, or breach of these Terms.

Intellectual property

All course content, materials, videos, assessments and other resources on the Platform are the property of Tasmanian University Student Association Inc. (TUSA) or its licensors and are protected by Australian copyright law.

You are granted a limited, personal, non-transferable licence to access and use course materials for your own learning purposes only. This licence does not permit you to:

- Copy, reproduce or redistribute any course material;
- Use course materials for commercial purposes;
- Create derivative works based on course content without our prior written consent.

Privacy and international users

TUSA is committed to handling your personal information in accordance with applicable privacy laws. Our primary obligations are governed by the Australian Privacy Act 1988 (Cth) and the Australian Privacy Principles (APPs), which set standards for how we collect, use, disclose, store and secure personal information.

We welcome students from around the world, including exchange students and we are committed to respecting the privacy rights afforded to you under the laws of your home jurisdiction to the extent that those laws apply to us.

EU and EEA users: If you are ordinarily resident in a European Union or European Economic Area member state, the EU General Data Protection Regulation (GDPR) may apply to our processing of your personal data. In addition to your rights under Australian privacy law, you may have the following rights under the GDPR:

- The right to access your personal data and receive a copy in a portable, machine-readable format;
- The right to have inaccurate personal data corrected;
- The right to request erasure of your personal data (“right to be forgotten”) in certain circumstances;
- The right to restrict or object to processing of your personal data;

- The right not to be subject to solely automated decision-making that produces significant effects on you.

To exercise any of these rights, or for information about our lawful basis for processing your personal data under the GDPR, please contact our General Manager at hello@tusa.utas.edu.au. We will respond to your request within the timeframes required by applicable law.

US users: The United States does not have a single comprehensive federal privacy law equivalent to the GDPR. Key US education privacy laws, including the Family Educational Rights and Privacy Act (FERPA) and the Children's Online Privacy Protection Act (COPPA), apply specifically to US-funded educational institutions and to online services directed at children under 13 respectively. As TUSA is an Australian student association and not a recipient of US federal education funding, these laws do not directly govern our operations. However, we are committed to the same principles of transparency, data minimisation and user control that underpin these frameworks, and we apply those principles to all users regardless of location.

Regardless of where you are located, we will: collect only the personal information necessary to operate the Platform; use your information only for the purposes described in these Terms and our Personal Information Protection Statement; take reasonable steps to protect your information from unauthorised access or disclosure; and respond to any privacy concerns or complaints promptly. All enquiries should be directed to our General Manager at hello@tusa.utas.edu.au.

Suspension and termination of access

TUSA may suspend or terminate your access to the Platform, with or without notice, if:

- You breach any provision of these Terms;
- Your TUSA membership lapses or is cancelled;
- We reasonably believe your continued access may harm the Platform, other users, or TUSA;
- We cease to operate the Platform.

Where access is terminated due to a breach of these Terms, any certificates previously issued may also be revoked.

No warranties

TUSA makes no warranty that the Platform, any courses, materials, information, software or content: (a) will meet your expectations; or (b) will be timely, secure, uninterrupted, or free of errors or viruses. TUSA may provide you the ability to access content provided by third parties or services maintained by third parties. We have no obligation to monitor third-party content but reserve the right to review and/or remove any posted content. TUSA disclaims any and all liability related to your access or use of the Platform or any related content. You acknowledge and agree that any access to or use of the Platform or such content is at your own risk.

Limitation of liability

To the maximum extent permitted by law, TUSA is not liable for any loss or damage arising from your use of or inability to access the Platform, including but not limited to loss of data, loss of progress, reliance on course content, or interruption to course availability.

Nothing in these Terms excludes any rights you may have under the Australian Consumer Law, the GDPR, or other applicable legislation that cannot be excluded.

Changes to these Terms

We may update these Terms from time to time. The most current version will always be available on our website at tusa.org.au. Continued use of the Platform after any changes constitutes your acceptance of the updated Terms.

Contact us

If you have any questions about these Online Learning Terms of Service, including any privacy enquiries from international users, please contact our General Manager by email at hello@tusa.utas.edu.au.