

Terms

2D Rural Training & Development

1. About the Website

(a) Welcome to the 2D Rural Training & Development (Website). We, 2D Rural Training & Development own and operate this website.

(b) The Website is operated by 2D Rural Training & Development (ABN 57387362574). Access to and use of the Website, or any of its associated Products or Services, is provided by 2D Rural Training & Development. Please read these terms and conditions (Terms) carefully. By using, browsing and/or reading the Website, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Website, or any of Services, immediately.

(c) 2D Rural Training & Development reserves the right to review and change any of the Terms by updating this page at its sole discretion. When 2D Rural Training & Development updates the Terms, the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records.

2. Acceptance of the Terms

(a) You accept the Terms by remaining on the Website. You may also accept the Terms by clicking to accept or agree to the Terms where this option is made available to you by 2D Rural Training & Development in the user interface.

3. Registration to use the Services

(a) In order to access the Services, you must first register for an account/or apply through the Website (Account).

(b) Registrations include student registrations (course bookings), online orders (create an account).

(c) As part of the registration/application process, or as part of your continued use of the Services, you may be required to provide personal information about yourself (such as identification or contact details), including:

(i) Email address

(ii) Mailing address

(iii) Telephone number

(iv) Password

(v) Identification documentation / transcripts (if registering as a student)

(d) You warrant that any information you give to 2D Rural Training & Development in the course of completing the registration process will always be accurate, correct and up to date.

4. Your obligations as a User

(a) As a User, you agree to comply with the following:

(i) you will use the Services only for purposes that are permitted by:

(A) the Terms; and

(B) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;

(ii) you have the sole responsibility for protecting the confidentiality of your password and/or email address. Use of your password by any other person may result in the immediate cancellation of the Services;

(iii) any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to immediately notify 2D Rural Training & Development of any unauthorised use of your password or email address or any breach of security of which you have become aware;

(iv) access and use of the Website is limited, non-transferable and allows for the sole use of the Website by you for the purposes of 2D Rural Training & Development providing the Services;

(v) you will not use the Services or the Website in connection with any commercial endeavours except those that are specifically endorsed or approved by the management of 2D Rural Training & Development;

(vi) you will not use the Services or Website for any illegal and/or unauthorised use which includes collecting email addresses of Members by electronic or other means for the purpose of sending unsolicited email or unauthorised framing of or linking to the Website;

(vii) you agree that commercial advertisements, affiliate links, and other forms of solicitation may be removed from the Website without notice and may result in termination of the Services. Appropriate legal action will be taken by 2D Rural Training & Development for any illegal or unauthorised use of the Website.

5. Copyright and Intellectual Property

(a) The Website, the Services and all of the related products of 2D Rural Training & Development are subject to copyright. The material on the Website is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the Services and compilation of the Website (including but not limited to text, graphics, logos, button icons, video images, audio clips, Website code,

scripts, design elements and interactive features) or the Services are owned or controlled for these purposes, and are reserved by 2D Rural Training & Development or its contributors.

(b) All trademarks, service marks and trade names are owned, registered and/or licensed by 2D Rural Training & Development

2D Rural Training & Development does not grant you any other rights whatsoever in relation to the Website or the Services. All other rights are expressly reserved by 2D Rural Training & Development.

(c) 2D Rural Training & Development retains all rights, title and interest in and to the Website and all related Services. Nothing you do on or in relation to the Website will transfer any:

(i) business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright, or

(ii) a right to use or exploit a business name, trading name, domain name, trade mark or industrial design, or

(iii) thing, system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process),

to you.

(d) You may not, without the prior written permission of 2D Rural Training & Development and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Services or third party Services for any purpose, unless otherwise provided by these Terms. This prohibition does not extend to materials on the Website, which are freely available for re-use or are in the public domain.

6. Privacy

(a) 2D Rural Training & Development takes your privacy seriously and any information provided through your use of the Website and/or Services are subject to 2D Rural Training & Development's Privacy Policy, which is available on the Website.

7. General Disclaimer

(a) Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.

(b) Subject to this clause, and to the extent permitted by law:

(i) all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and

(ii) 2D Rural Training & Development will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Services or these Terms (including as a result of not being able to use the Services or the late supply of the Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.

(c) Use of the Website and the Services is at your own risk. Everything on the Website and the Services is provided to you “as is” and “as available” without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors and licensors of 2D Rural Training & Development make any express or implied representation or warranty about the Services or any products or Services (including the products or Services of 2D Rural Training & Development) referred to on the Website. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:

(i) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;

(ii) the accuracy, suitability or currency of any information on the Website, the Services, or any of its Services related products (including third party material and advertisements on the Website);

(iii) costs incurred as a result of you using the Website, the Services or any of the products of 2D Rural Training & Development; and

(iv) the Services or operation in respect to links which are provided for your convenience.

8. Limitation of liability

(a) 2D Rural Training & Development’s total liability arising out of or in connection with the Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the Services to you.

(b) You expressly understand and agree that 2D Rural Training & Development, its affiliates, employees, agents, contributors and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

9. Indemnity

(a) You agree to indemnify 2D Rural Training & Development, its affiliates, employees, agents, contributors, third party content providers and licensors from and against:

(i) all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with your content;

(ii) any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so; and/or

(iii) any breach of the Terms.

10. Venue and Jurisdiction

The Services offered by 2D Rural Training & Development is intended to be viewed by residents of Australia.

11. Governing Law

The Terms are governed by the laws of Victoria, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of Victoria, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

12. Independent Legal Advice

Both parties confirm and declare that the provisions of the Terms are fair and reasonable and both parties having taken the opportunity to obtain independent legal advice and declare the Terms are not against public policy on the grounds of inequality or bargaining power or general grounds of restraint of trade.

13. Severability

If any provision of our Terms is unenforceable or invalid, it will be ineffective to the extent it is unenforceable or invalid and will not affect the enforceability or validity of the remaining provisions.