Terms of Use

Introduction (Course description)

The MOOCs ("Courses") are free online courses offered to people worldwide who are affected by dementia and who would benefit from the pioneering translational health services research of the Wicking Dementia Research and Education Centre ("Wicking") in the Faculty of Health at the University of Tasmania ("UTAS"). The Courses may include, without limitation, course material, chatrooms, newsgroups, bulletin boards, mailing lists, online forums, websites, information and/or services (collectively referred to herein as the “Content”).

UTAS provides you with access to the Courses at the entry-point URL (https://oer.utas.edu.au/, and https://mooc.utas.edu.au (collectively defined as the Course “Sites”) subject to your acceptance of the Terms of Use and the Privacy Statement (collectively referred to as the “Agreement”).

Acceptance of terms as a binding legal agreement

By accessing, registering, participating or using any portion of the Courses, the Content or the Sites, you signify and acknowledge that you have read the terms of the Agreement and agree that the terms constitute a legally binding agreement between you and UTAS, and you agree to be legally bound by the terms of the Agreement, regardless of whether you have registered for the Courses or any other offering on the Sites. You may only access or use the Sites, the Course and its Content if you agree to the terms of the Agreement and abide by all applicable laws, rules and regulations. For the avoidance of doubt, the terms of this agreement apply to all “Users” of the Courses and Sites. Users include (but are not limited to):

“Visitors” who browse the Content and Sites using any capable mobile, wireless or other device without registration;
“Participants” who have registered for the Courses regardless of whether they complete or intend to complete tasks, exams or assignments issued through the Courses.

**Right to change or modify the terms**

UTAS reserves the right to change or modify the terms of the Agreement at its sole discretion at any time without notice. Any change or modification to the terms will be effective immediately upon posting by UTAS on the Sites. UTAS will take reasonable steps to notify you of such changes, but binding acceptance of all modifications to the terms of the Agreement are constituted by your continued use of the Site after the posting of such modifications, regardless of notification.

**Disclaimer of student-university relationship**

You agree and acknowledge that the terms of this Agreement and your participation in the Courses and use of the Sites in no way constitutes enrolment or registration in any other course offered by UTAS or any other institution or organisation, or entitles you to the use of any UTAS or any other institution or organisation’s resources or property, intangible or otherwise beyond the Courses as provided including without limitation UTAS Library resources and IT services.

**Age restrictions**

Participation in the Courses and use of the Sites is restricted to persons who are 18 years of age or older, or those who possess legal parental or guardian consent. The act of registering for the Courses, or participating or using the functionality or services available on the Sites is a representation by you that you are fully able and competent to enter into the terms, conditions, affirmations, warranties and representations required to give effect to the Agreement. The Courses are not
intended for persons under the age of 13 years. If you are under the age of 13 years you should not access or use the Sites or participate in the Courses.

**Right to change or discontinue the Courses and Content**

UTAS and the instructors of the Courses reserve the right to cancel, discontinue, interrupt or reschedule the Courses or remove, change or modify the content in whole or in part at any time or from time to time, with or without notice. This includes, without limitation, the right to change or modify point value or weight of any evaluation process used (such as exams or assignments). You agree that UTAS and the instructors of the Courses, separately or together will have no liability to you for any such actions.

**Rules for Online Conduct**

Your right to participate in the Courses and use the Sites is conditional upon your agreement to:

(a) abide by all applicable local, state, national and international laws, rules and regulations

(b) not use the Courses or Sites to post or disseminate any of the following content ("prohibited content"):

- Content that defames, harasses or threatens others;
- Content that discusses illegal activities with the intent to commit such activities;
- Content that infringes the intellectual property of another, including but not limited to copyright and trademarks;
- Content which may breach obligations of confidentiality or fiduciary duties;
- Content that is obscene (such as pornographic images), indecent or unlawful;
• Content containing intentionally deceptive or misleading information, or is in any way linked to a fraudulent act;
• Advertising, marketing content or promotion materials, or any form of commercial solicitation;
• Viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, malware, spyware, adware, or any other software or devices which may damage, harm or otherwise interfere, intercept or expropriate personal information or system data.

(c) not engage in the following activities (“prohibited activities”)

• Reproduce (digitally or otherwise), sell, resell or exploit any portion of the Courses or Sites for commercial purposes other than as expressly permitted under the Agreement;
• Access or attempt to access any other user’s account;
• Misrepresent or attempt to misrepresent your identity;
• Use the UTAS, D2L or partner institution names or trademarks which appear in the Courses or on the Sites in connection with, or to transmit, any unauthorised or unsolicited communications (such as emails or tweets);
• Use any high-volume, automated, or electronic means to access the Sites (including without limitation robots, spiders, web-scrapers or scripts);
• Interfere with the display of the Sites in any way (including without limitation using frames, or placing pop-up windows on or over any part of the Sites’ pages);
• Force headers or otherwise interfere with or manipulate identifiers in any way that disguises the origin of any communication transmitted through the Courses;
• Interfere with or disrupt the operation of servers or networks connected to the Courses or Sites or breach any regulations, policies or procedures of networks connected to the Courses or Sites;
• Online bullying or behaviour that otherwise harms other users.
UTAS reserves the right to remove offensive material and/or terminate your User Account and access to the Courses at any time with or without notice.

**User accounts**

Visitors may view the Sites and use the Content of the Courses where it has been made openly available subject to the terms and conditions in the Agreement and any applicable licences, laws and regulations. To participate in the Courses you must register on the Courses site for a personal account (“User Account”) by providing an email address, a username and a password for your User Account. You agree that you will never divulge or share access or access information to your User Account with any third party for any reason.

You may be prompted or required to provide additional information when creating your User Account including but not limited to your name and location. You represent that all information provided by you is complete and current. You agree to maintain and update your information to keep it complete, accurate and current. UTAS reserves the right to terminate your User Account and access to the Courses at any time with or without notice if any information you provide is incomplete, inaccurate, not current or untrue.

**Personal Information**

Personal information collected from you will be managed in accordance with all applicable State and National laws of Australia, the [UTAS Privacy Policy](#) and the [Privacy Statement](#). You understand and agree that access to the Courses and Sites is conditional upon the collection of personal information from you to verify your identity, create your registered account, provide you with information about the Service, and records of your participation in the Courses may be used for research purposes. All research findings and their dissemination will not expose your personal
identity. The Privacy Statement forms part of this Agreement and further explains how we treat information collected and received from you when you participate in the Courses and visit the Sites. Please read the Privacy Statement carefully to understand how your personal information may be collected, used, and disclosed.

Certification and Credit

Subject to your satisfactory performance in the Courses and at the sole discretion of the Instructors of the Courses, you may be awarded a statement ("Statement") acknowledging your Course completion. The format and content of any Statement offered will be determined by UTAS and the Instructors of the Courses. You acknowledge and understand that a Statement, if offered, does not stand in place of any course taken at UTAS or any other accredited institution and in no way conveys or substitutes for academic credit in any accredited course offered by UTAS or other accredited institution. You acknowledge that neither UTAS, the instructors of the Courses, nor any other institutions or organisations will be involved in any attempts to get the courses recognised as accredited courses at an accredited institution.

Trademarks

You agree and acknowledge that nothing within the Agreement, Courses or Sites grants, by implication or otherwise any licence or right to reproduce, download, distribute, or use any trademark displayed on the Courses or Sites in any way that deliberately or inadvertently provides, claims, represents, implies, or suggests a relationship or endorsement by UTAS or other trademark owner.

Licence to use the Sites and Course Content

Unless otherwise indicated, all content made available on or through the Courses and Sites including but not limited to text, layouts, designs, illustrations, images, presentations, displays, documents, audio and video recordings, lectures, lessons,
plans, exams, assignments, software, code are the property of UTAS and/or its affiliates or licensors and are protected by copyright, trademark, patent and/or other proprietary rights under Australian and foreign law.

Except as otherwise expressly permitted within the Agreement or on the Sites and Content, UTAS and/or its affiliates and licensors reserve all rights to the Sites, Courses and Content, and you may not copy, reproduce, adapt, change, modify, communicate, distribute, transfer, publicly display, publish, sell or commercially exploit any part of the Sites, Courses or Content.

In consideration of your agreement and compliance with the terms of the Agreement UTAS grants you a free, revocable, worldwide, non-exclusive, nontransferable, non-sublicensable limited right to access and use the Sites, Courses, and Content for your personal study and as necessary for your participation in the Courses. Some, but not all individual items of Content in the Courses have been licensed under the terms of a Creative Commons Licence and may be used in accordance with the terms of that licence as has been applied to the individual item.

You must not remove, change or modify any copyright, attribution, proprietary or other legal notice that is affixed, attached or associated with the Sites, Courses or Content.

User Content

Participants in the Courses may be provided with the ability to submit or upload forum and discussion postings and certain other information including without limitation questions, examples, assignments, and feedback (“User Content”) for use or participation in and development of the Courses or Sites. By uploading, submitting, distributing or otherwise making available any User Content you represent and warrant that (a) the User Content does not infringe, misappropriate or violate the rights of any third party, and (b) you possess all rights, licences, permissions, clearances and consents necessary to reproduce, communicate, distribute and publish the User Content and to authorise UTAS and/or its affiliates
and licensors and Users to use the User Content as provided in the licences granted by you below.

You agree and acknowledge that you, and not UTAS or its affiliates/licensors, are responsible for any and all consequences of providing User Content including without limitation the payment of any third party fees.

**Licence granted by you to UTAS.**

By uploading, submitting, distributing or otherwise making available any User Content to the Sites or Courses you hereby grant UTAS and/or its Affiliates and Licensors a royalty-free, irrevocable, perpetual, transferrable, assignable, sublicensable, worldwide right and non-exclusive licence to host, transfer, reproduce, communicate, distribute, re-distribute, publish, adapt, translate, modify, publicly perform, publicly display, commercially exploit and otherwise use the User Content in whole or in part on the Sites and Courses or in any other media format now or created in the future.

**Licence granted by you to Users.**

By uploading, submitting, distributing or otherwise making available any User Content to the Sites or Courses you grant to each Participant of the Courses a nonexclusive licence to access and use that User Content to the extent that it is reasonably necessary to participate in the Courses and for their own personal research or study.

**Links to externally hosted content and sites**

The Courses and Sites may include hyperlinks to content, courses and sites that are maintained or controlled by others. UTAS and/or its affiliates and licensors are not responsible for and do not routinely screen, review, endorse or approve the contents of or use of any products or services found or offered at these sites. You
acknowledge that if you access linked third party content, courses or sites, you do so at your own risk.

**Claims of copyright infringement**

If you believe, in good faith, that your content or materials are available on the Sites in such a way that constitute a copyright infringement, or a breach of an agreed licence or contract, please notify us via the Copyright Takedown Notice or alternatively address your notification to:

Copyright Officer
University of Tasmania
Private Bag 25
HOBART TAS 7001  utas.copyright@utas.edu.au

Your notification must include (a) sufficient information to enable us to identify the copyrighted work that is the subject of the claimed infringement or, if multiple copyrighted works are involved, a representative list of such works, (b) information reasonably sufficient to permit us to locate and access such material, (c) information reasonably sufficient to permit us to contact you, such as your name, address, telephone number and email address, (d) an indication of whether you are the owner of the content, or if you are acting on their behalf (details of all parties must be supplied including the relationship between them), and (e) an indication of the name of the law (including country) you believe is being transgressed.

**Disclaimer of Warranties**

To the extent permitted by law, UTAS provides no warranty with regard to the suitability of the course content for any particular purpose.
Limitation of Liability

To the extent permitted by law, and notwithstanding any other provision of this Agreement, under no circumstances shall UTAS be liable for any consequential, special, incidental, indirect or punitive damages, or any damage or loss of an indirect or consequential nature arising out of or related to use of the Courses Material by any user, including, without limitation, loss of use, loss of revenues, loss of anticipated profits, and cost of capital, whether based upon breach of this Agreement, warranty, negligence, or any other type of claim, and whether grounded in tort, contract, civil law, or other theories of liability, including strict liability, even if advised in advance of the possibility of such damages.

Indemnity

You agree, to the extent permitted by law, to indemnify and hold harmless UTAS, its subsidiaries and affiliates, and each of its directors, officers, agents, employees, students, fellows, including without limitation the instructors of the Courses, guest lecturers, and Course Content providers from and against any and all third party actions, claims, losses, liabilities, expenses and damages including without limitation legal costs associated with, litigation, judgments or representation arising out of or relating to (a) your use or attempted use of Content provided on the Sites or through the Courses in a manner that breaches or violates the Agreement, (b) any information including without limitation User Content that you submit, upload, post or otherwise make available on the Sites or through the Courses, and (c) your violation of any law or rights of any third party.

Termination Rights

You agree that UTAS, in its sole discretion may terminate you participation in the Courses and/or use of the Sites for any reason or no reason and UTAS, its affiliates and / or licensors shall have no liability to you for any such action.
Rights transfer or assignment

UTAS reserves the right to transfer or assign, in whole or in part, its rights and to delegate its obligations under the Agreement. You agree that you will not delegate, transfer or assign, by operation of law or otherwise any portion of your obligations under the Agreement without prior written consent from UTAS.

Entire agreement

The Terms of Use, Privacy Statement and Honour Code together (a) constitute the entire agreement between you and UTAS with respect to your participation in the Courses and use of the Sites, and (b) supersede any prior agreements between you and UTAS with respect to your participation in the Courses and use of the Sites.

Waiver and Severance of terms

A provision of this Agreement or a right created under it may not be waived or varied except by agreement in writing by the parties. A failure of a party to exercise a right arising out of this Agreement does not constitute a waiver of that right or other rights existing under this Agreement. If any provision of this Agreement is void, voidable or unenforceable but would not be void, voidable or unenforceable if it were read down or is capable of being read down, it must be read down accordingly.

Jurisdiction

This Agreement is governed by the laws of Tasmania and each party submits to the non-exclusive jurisdiction of the courts of Tasmania.