

Scarlet Alliance Online Peer Educator Training

TERMS & CONDITIONS OF USE

The following terms and conditions govern the use of the Scarlet Alliance Online Peer Educator Training Online website ("Online Training") <http://training.scarletalliance.org.au/> and the materials and information accessible on or from the Online Training.

Scarlet Alliance may from time to time change the Online Training (including these terms and conditions of use) without notice to you.

Your use of the Online Training means you accept these terms and conditions.

Revisions and alterations to the Terms & Conditions of Use will be posted and available for download on the Scarlet Alliance website. While we will endeavour to notify you of changes where possible, users are responsible for reviewing the Scarlet Alliance website from time to time to ensure compliance.

A. GRANT OF RIGHT TO USE WEBSITE

Subject to the Terms and Conditions of Use, Scarlet Alliance grants you a non-transferable, non-exclusive, revocable license to use the Online Training, in accordance with these Terms and Conditions of Use and any user documentation or guidelines that may be made available by Scarlet Alliance.

B. COPYRIGHT

You must comply with all proprietary and copyright notices on the Website.

The Online Training is owned by Scarlet Alliance and is subject to copyright. The information in the Online Training is protected under Australian copyright laws.

Subject to the provisions of the Copyright Act 1968 (Commonwealth), you must not in any form or by any means:

- 1) Copy, adapt, reproduce, broadcast, store, transmit, distribute, print, publish, or create derivative works from information or material in the Online Training;
- 2) Alter, decompile, disassemble, reverse, engineer or modify any material or information that you receive from the Online Training or which can be accessed through the Online Training; or
- 3) Use or apply for commercial, education or any other purposes any material or any information on the Online Training without the prior written consent of Scarlet Alliance.

Nothing contained on the Online Training is intended to grant any express or implied right or license to use or exploit any patent, copyright, trademark or trade secret information.

C. USE OF THE WEBSITE

Scarlet Alliance wants you to get the most out of your use of the Online Training.

Scarlet Alliance members select whether they intend to use the Online Training as a self paced learning tool or whether they wish to receive a certificate of completion. Users are entitled after completion, submission and approval of all of the activities contained on the Online Training to receive a certificate of completion.

Scarlet Alliance will have no liability to you if we suspend, terminate, add to or change any or all of our services, for any reason. You waive all rights you may have had against Scarlet Alliance in respect of such conduct.

You must take your own precautions to ensure that any other websites you access by link from the Online Training are free from viruses, worms, Trojan horses and other material of a destructive nature. Scarlet Alliance does not guarantee continuous, uninterrupted or secure access to its services, and operation of the Online Training may be interfered with by numerous factors outside of its control.

In addition, Scarlet Alliance is not responsible for any deletion, alteration or loss of data due to network or system outages, file corruption, accidental deletion or for any other reason whatsoever. Scarlet Alliance does not guarantee server reliability, speed or consistency and provides the Online Training and its services "as is" without any warranty or condition, expressed or implied, to the extent permitted by law.

D. WARRANTY AND LIMITATION - Scarlet Alliance

- 1) Scarlet Alliance specifically disclaims all implied warranties and conditions including, without limitation, the implied warranties and conditions of title, merchantability, fitness for a particular purpose and non-infringement. Under no circumstances, including but not limited to any act on the part of Scarlet Alliance will Scarlet Alliance be liable for any indirect, incidental, special and/or consequential damages or loss of profits whatsoever which results from any use or access of, or any inability to use or access the Online Training.
- 2) None of Scarlet Alliance, its Executive Committee, any of their Executive Committee members or employees, makes any representation or warranty as to the reliability, accuracy or completeness contained in the Online Training and none of them accept any responsibility arising in any way (including negligent) for errors in or omissions from, the information contained on the Online Training.
- 3) Scarlet Alliance and its Executive Committee members and employees exclude all liability for any loss or damage (including direct, special or consequential loss or damage) arising from the use of, or reliance on, the information contained on this Online Training.

E. GENERAL

- 1) Part or all of any provision of these Terms and Conditions of Use that is illegal or unenforceable may be severed from these Terms and Conditions of Use and the remaining provisions will continue in force.
- 2) These Terms and Conditions of Use (including any additional terms set out in the Online Training or notified to you by Scarlet Alliance) constitutes the entire agreement of Terms and Conditions of Use between you and Scarlet Alliance in relation to its subject matter and supersedes any prior representations, warranties, understanding or Terms and Conditions of Use that relate to the same subject matter.
- 3) Any controversial claim arising out of or in connection with these Terms & Conditions of Use may, at Scarlet Alliances sole discretion be settled by binding arbitration by reference to a commercial dispute resolution centre. In such case, you agree to be bound by the ruling of the arbitrator and the costs of the dispute are borne by the originator of the claim.
- 4) The failure by Scarlet Alliance to act with respect to a breach by you or others is not to be taken to be a waiver of its right to take action with respect to subsequent or similar breaches.

F. SUPPORT

Support is offered by contacting the Scarlet Alliance National Training and Assessment Coordinator at santap@scarletalliance.org.au or by phoning the Scarlet Alliance Sydney office during business hours on (02)9517 2577 between 10am and 5pm on Tuesday to Friday.

G. Scarlet Alliance Online Agreement

This Agreement to the Terms and Conditions of Use ("Agreement") is a contract between you and Scarlet Alliance, Australian Sex Workers Association, ("Scarlet Alliance"). It sets out the terms and conditions under which you may access the Scarlet Alliance Online Peer Educator Training. Please read

the following terms and conditions carefully before applying to be enrolled. By completing the enrolment process, you are agreeing to be bound by the terms and conditions of this Agreement.

1. INTERPRETATION.

In these Conditions:

"Agreement" means an agreement between you and Scarlet Alliance to be supplied with a login (licence) to access online learning products. The Agreement consists of the Terms and Conditions of Use contained in this entire document and any written variations to this document available on the Scarlet Alliance website.

"Intellectual Property Rights" includes all rights in respect of copyright, trademarks, patents, designs, protection of confidential information, whether arising under statute or otherwise.

2. THE AGREEMENT

2.1 What is the Agreement?

The entire Agreement between you and Scarlet Alliance for the use of the Scarlet Alliance Online Training is:

- (a) Terms and Conditions of Use; and
- (b) the terms of the supply of the login (licence).

2.2 When the Agreement is formed

An Agreement exists between you and Scarlet Alliance once:

- (a) Scarlet Alliance accepts an enrolment from you; and supplies log-in information.

2.3 Each enrolment is a separate Agreement.

3. ELIGIBILITY AND APPLICATION FOR ENROLMENT

3.1 Eligibility

The online training is only available to members of Scarlet Alliance. If you are a sex worker who is not a member of Scarlet Alliance but wish to become a member of Scarlet Alliance you can complete a membership application form available at <http://www.scarletalliance.org.au/who/join/>. Once approved for membership, an application for the Online Training can be made. If you are an existing member of Scarlet Alliance you may apply for enrolment.

3.2 Application for Enrolment form to be completed

You must complete an Application for Enrolment form and submit to Scarlet Alliance via email. By completing the Application for Enrolment Form you will be confirming your acceptance of the Terms and Conditions of Use.

4. ENROLMENT AND NOTIFICATION

4.1 Notification

Scarlet Alliance will issue an email of notification of eligibility to the email address provided on the enrolment form. If deemed eligible you will be supplied with login details.

4.2 Enrolment

Once assessed as eligible for the online training, you will be enrolled by Scarlet Alliance and supplied with a username and login (licence) from Scarlet Alliance.

5. INTELLECTUAL PROPERTY RIGHTS

You acknowledge that Scarlet Alliance own or are licensed to use all Intellectual Property Rights in Scarlet Alliance (including, but not limited to, any images, photographs or text which appears on the Online Training). You agree that you will make no representation to the contrary, and that you must not use or copy Scarlet Alliance Online Peer Educator Training content in any manner.

8. USERNAME AND PASSWORD

Individual users are allocated a unique username and password to access the Online Training. Usernames and passwords are NOT to be shared. If you willingly share your username and password with an unauthorised person and the misuse is detected by Scarlet Alliance, your licence will be suspended without any liability to Scarlet Alliance.

You agree to take responsibility for the safekeeping of your user name and password. You are liable if your user name and password are used by an unauthorised person. You agree to release and indemnify Scarlet Alliance in relation to any liability arising out of the unauthorised use of your user name and/or password.

9. NOTIFICATION OF CHANGES

Scarlet Alliance may add to, delete, or otherwise change any of the terms of this Agreement by giving you notice by posting the updated Terms and Conditions of Use document on the Scarlet Alliance website. Your login to the Online Training after notice will constitute your deemed acceptance of such changes.

10. PRIVACY & SECURITY

Scarlet Alliance aims to uphold and protect the privacy of visitors to our Online Training from third parties or other companies. Scarlet Alliance would like to assure users of the Online Training that their personal information gathered through the Online Training will not be shared with third parties or other companies. From time to time, we may wish to contact you to follow-up on our services and/or to inform you of changes. At any time, you may choose to opt out of this arrangement either in writing to santap@scarletalliance.org.au by adding 'opt out' in the subject and detailing in the body that you would like to be removed. Scarlet Alliance will respect your request for privacy.

We would like you to feel safe and comfortable during your visit to the Online Training. If you feel any part of the Online Training is a threat to your privacy or security, please don't hesitate to contact us with your concerns.

Scarlet Alliance takes every reasonable measure to keep our Online Training and systems secure. As always, it is your responsibility to keep your password safe. It is also your responsibility to choose a strong password that is difficult for a potential intruder to guess. Please note that if you choose to use the "remember me" feature of the login process, your username and password details will be stored in a cookie on your computer. This means that other users with access to your computer may be able to access your password. In addition to this, spyware and malware programs may search through your cookies to identify usernames and passwords. If you wish to use "remember me", we recommend that you take reasonable measures to ensure the privacy and security of your own computer. Of course, it is not advisable to use this feature on a public access computer, such as those found in libraries or universities.

11. PROVISIONS ARE SEVERABLE

Each provision of this Agreement (including these Conditions) is severable. Severance does not affect any other provisions.

12. AUSTRALIAN LAW APPLIES

The laws of Australia govern this Agreement, including but not limited to; Privacy Act 1988 (Cth), *Copyright Act 1968* (Cth)