

ASPYPE PTY LTD

TERMS AND CONDITIONS

Updated on 10 June 2024

Our "Terms and Conditions" document may be updated by Us from time to time without notice to You. We will post any revisions to these Terms and Conditions on this page, and We will also indicate at the top of this page the date that these Terms and Conditions were last revised.

By browsing and using - (the 'Website' which shall include the placing of subscriptions), You are agreeing to comply with and be bound by the following Terms and Conditions of use, which govern the relationship between You and ASPYPE PTD LTD.

Your use of the service or this Website after any revisions have been made constitutes Your acceptance of the new Terms and Conditions. If You do not agree to abide by these or any Terms and Conditions, do not use or access (or continue to use or access) the service or this Website. It is Your responsibility to regularly check this page to determine if there have been changes to these Terms and Conditions and to consider such changes.

1. WHO WE ARE

1.1 ASPYPE PTD LTD is an academic literacy resource provider for tertiary level education providers.

1.2 The term " ASPYPE", "We" and "Us", shall mean ASPYPE PTY LTD, the owner of this Website. The term "You", "Yourself" and "Your" refers to the user or viewer of this Website.

1.3 ASPYPE PTD LTD is the Data Controller within the definition of the General Data Protection Regulation (GDPR).

2. PRODUCTS AND SERVICES

2.1 ASPYPE PTD LTD is a provider of high-quality academic literacy resources - we call this the 'Products and Services'. Our resources are primarily promoted through the Website.

2.2 ASPYPE PTD LTD provides a range of resource subscription and services upon payment of a fee as specified on the Website or chargeable in some other way may be purchased. We call this the 'Subscription Service'.

2.3 We reserve the right to change pricing and or availability in respect of any of the products and services in this clause for any reason and without notice.

2.4 ASPYPE PTD LTD is not responsible for non-delivery or technical limitations of the end user for any reason in respect of any of the services in this clause.

3. DELIVERY OF DIGITAL RESOURCES

3.1 All Our products are digital.

3.2 No physical versions of Our products are sold or shipped.

4. USE OF ASPYRE PTD LTD MATERIALS

4.1 All articles, information and other promotional materials presented on the Website are subject to copyright, trademark right and/or other intellectual property rights owned by or licensed to ASPYRE PTD LTD. You are prohibited from reproducing, extracting, providing links to or otherwise communicating or making available to third parties any part of the content of this Website or any resources therein without ASPYRE PTD LTD's written consent. You acknowledge that, by making use of this Website, you are agreeing to comply with this prohibition and that any breach thereof is likely to result in legal proceedings being issued against you.

4.2 For the avoidance of doubt and to make the provision contained in 4.1 clear, you are not permitted to share any ASPYRE PTD LTD promotional materials or illustrations on any digital platform of any kind without the prior written consent of ASPYRE PTD LTD CEO.

4.3 You must not use any material downloaded or otherwise sourced from the Website for the purposes of:

4.3.1 training, validating, testing, or modelling of any system which uses artificial intelligence technology; or

4.3.2 rephrasing, rewriting, redesigning, recreating, altering, or otherwise manipulating such material or any part thereof through the use of any system, including any platform or service which uses or incorporates any artificial intelligence technology.

4.4 Such material must not be uploaded or otherwise provided to any artificial intelligence service without ASPYRE PTD LTD's express written permission.

4.5 You acknowledge that all materials You download remain the property of ASPYRE PTD LTD in perpetuity.

4.6 ASPYRE PTD LTD strictly forbids the use of any scripted or otherwise automated method of content or website access, including but not limited to training any machine learning or artificial intelligence system.

5. YOUR CONDUCT

5.1 ASPYRE PTD LTD accepts no responsibility for, and does not guarantee, the accuracy, integrity or quality of any Content placed on our Website by you or any third party.

5.2 You acknowledge that by using the Service, there is a risk that you may be exposed to Content that you may find offensive, indecent or objectionable. Please see the section below titled "Content Problems" for details of how to report such Content.

5.3 You agree to not use the Service to:

5.3.1 upload, post, email or otherwise transmit any Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

5.3.2 upload, post, email or otherwise transmit any unsolicited or unauthorised advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas that are designated for such purpose;

5.3.3 upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

5.3.4 upload, post, email or otherwise transmit any Content that is unlawful, harmful, objectionable, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise discriminatory; harm or attempt to harm minors in any way;

5.3.5 impersonate any person or entity, including, but not limited to, a ASPYRE PTD LTD staff member, or falsely state or otherwise misrepresent your affiliation with a person or entity;

5.3.6 forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;

5.3.7 enter into any of our email lists an email address that is not your own where you know (or ought reasonably to know) that the recipient of the email would not wish to be contacted by Us;

6. INDEMNITY

6.1 You agree to indemnify, defend and hold ASPYRE PTD LTD and its affiliates harmless from and against any and all liability, losses, costs, claims and expenses incurred directly or indirectly (including reasonable legal fees) incurred in connection with or arising out of your violation of these Terms and Conditions, any applicable law or regulation or the rights of any third parties related to the use of the Content, our Website, Service and tools.

6.2 This indemnity includes both any liability to third parties, and other costs and losses incurred by ASPYRE PTD LTD.

7. SPECIAL WARNING FOR INTERNATIONAL USE

7.1 The Website is designed to be compliant with the applicable laws and regulations of Australia.

7.2 Due to the global nature of the Internet, users from all over the world will have access to the Website, however if you are resident in a country outside of Australia you use the Website at your own risk.

8. CONTENT PROBLEMS

8.1 If you object to anything on the Website, please let us know by sending an email to michelle.v@aspyre.online and we will take whatever action we deem appropriate.

8.2 ASPYRE PTD LTD will always correct content where mistakes are found, but We do not guarantee the accuracy of any content provided, and it is for You to verify and be satisfied with the material you access and read.

9. GENERAL PRACTICES REGARDING USE AND STORAGE

9.1 Where your access to the promotional materials and Services is free, you agree that we may share your usage data.

9.2 ASPYRE PTD LTD reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Products and Services (or any part thereof) with or without notice.

9.3 You agree that ASPYRE PTD LTD shall not be liable to you or to any third party for any modification, suspension or discontinuance of the **Products and Services**.

10. TERMINATION

10.1 You agree that ASPYRE PTD LTD, in its sole discretion and without liability to you or any third party, may suspend or terminate, with or without notice, the Website, promotional materials and/or the Service or any part of it for any reason, including, without limitation, or if ASPYRE PTD LTD believes that you have violated or acted inconsistently with the letter or spirit of these Terms and Conditions.

10.2 Where there is a breach of these Terms and Conditions, the rights described in this paragraph are not ASPYRE PTD LTD's only remedy and ASPYRE PTD LTD may take any other action we reasonably deem appropriate in connection with such breach.

11. DEALING WITH ADVERTISERS AND OTHER SUPPLIERS

11.1 Your dealings with advertisers, merchants and any other third party found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party.

11.2 To the fullest extent permitted by applicable law, you agree that: (a) ASPYRE PTD LTD shall not be responsible or liable for any loss or damage of any kind incurred as the result of any such dealings or as the result of the presence of such advertisers and merchants on the Service or the Website, and (b) any orders placed by you on, and any product specifications and product availability appearing on, the Service or the Website are subject to confirmation by, and are supplied subject to the terms and conditions of business of the relevant merchant.

12. Links to other websites or resources.

12.1 The ASPYRE PTD LTD website may provide, or third parties may provide, links to other websites or resources. As ASPYRE PTD LTD has no control over these sites and resources, you acknowledge and agree that ASPYRE PTD LTD is not responsible for the availability of such external sites or resources and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources.

12.2 You acknowledge and agree that ASPYRE PTD LTD shall 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 of or reliance on any such Content, goods or services available on or through any such site or resource.

13. APPLICABLE LAW/JURISDICTION

13.1 This document is governed by and is to be construed in accordance with the laws of Victoria, Australia, applicable therein.

13.2 Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Victoria (and any court of appeal) and waives any right to object to an action being brought in those courts, including on the basis of an inconvenient forum or those courts not having jurisdiction.

14. MISCELLANEOUS

A. Electronic Communications

The communications between you and the Company use electronic means, whether you visit the Services or send the Company e-mails, or whether the Company posts notices on the Services or communicates with you via e-mail. For contractual purposes, you (1) consent to receive communications from the Company in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications and documents that the Company provides to you electronically will have the same legal effect that such communications or documents would have if they were outlined in "writing." The foregoing sentence does not affect your statutory rights.

B. Revision Date

This Agreement was last updated on 10 June 2024 ("**Revision Date**"). We may, at any time and without liability, modify or discontinue all or part of the Services; charge, modify or waive any fees or charges required to use the Services; or change the Terms and Conditions of Services for some or all of our users. If you were a user before the Revision Date, it replaces your existing agreement with the Company.