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2. Catapult offers access to those Units for a fee that is payable for each student enrolled in a given Unit (**Enrolment Fee**).
3. These terms and conditions are made available to you before you are granted access to any of the Units. By proceeding to access any of the Units, you agree to be bound by these terms and conditions. If you disagree with any of these terms and conditions, do **not** access the Units.
4. You acknowledge that:
 - (a) Catapult or its associated entities own all copyright, inventions, patents, trade marks, circuit layouts and all other rights in the Units arising from intellectual activity in the industrial, scientific, literary or artistic fields (**Intellectual Property Rights**). You will not engage in any acts which challenge, oppose or infringe those Intellectual Property Rights; and
 - (b) individuals that are officers or employees of Catapult or its associated entities own all moral rights in the works comprised within the Units, within the meaning of the *Copyright Act 1968* (Cth) (**Moral Rights**). You will not engage in any acts which infringe those Moral Rights.
5. In consideration of your compliance with these terms and conditions and payment of the Enrolment Fee (whether by your training organisation or enrolled students), Catapult grants to you a limited and revocable right to use the Units to deliver the training course to your enrolled students. This right cannot be transferred or sub-licensed without our prior written consent. If your training organisation or enrolled students fail to pay the Enrolment Fee, we reserve the right to suspend and/or terminate your access to the Units.
6. Subject to any suspension or termination of your access under clause 5, you may view the contents of the Units for which the relevant Enrolment Fee has been paid (whether by your training organisation or enrolled students):
 - (a) for the purposes of reviewing, creating, editing and deleting student and trainer submissions;
 - (b) printing and downloading limited content, where expressly permitted by Catapult;
 - (c) for the purposes of administering the training course of which you are the trainer.The Units (including any of their content) must not be shared in peer to peer networks, broadcasted (whether on social media or any website) or communicated to the public without our prior written consent and such actions will be regarded as Intellectual Property Rights infringement.
7. You will not, without Catapult's prior written consent, reproduce the Units, remove trade marks, corporate names, branding or other insignia from the Units, distribute the Units or make them available to any person except trainers who are also providing training for that Unit, or students who are enrolled in that Unit.

8. You must ensure that all users to whom you grant access to the Units are made aware of your obligations under these terms and conditions, and agree to refrain from any acts or omissions which might cause you to breach your obligations under these terms and conditions. You agree to indemnify us against any direct losses that we may suffer, arising from or in connection with unauthorised use of the Units by persons to whom you have granted access.
9. The Units are designed for use as a learning tool, and no representations are made by Catapult as to their fitness for any other purpose.
10. As a user of Catapult's products (including its Units), services and any of its learning management systems (**LMS**) (collectively the **Services**), you will not:
 - (a) reverse engineer, decompile or attempt to extract the source code of the LMS or any other software to which you have been granted access by Catapult;
 - (b) engage in illegal or unlawful activities, or any other acts that facilitate criminal activity;
 - (c) install spiders, data scrapers, viruses or other malicious software which may threaten the integrity and security of the LMS, our website or other Services;
 - (d) upload, transmit, post or share any virus or malicious software which may cause damage to, or violate the privacy of users of, our Services;
 - (e) upload, transmit, post or share any explicit, defamatory, pornographic, obscene or offensive images or text;
 - (f) make requests of our server at a frequency which could damage, disable or overburden it, or which otherwise compromises our ability to provide the Services;
 - (g) send unsolicited commercial messages in any format, including in a manner that would contravene the *Spam Act 2003* (Cth);
 - (h) obtain materials or information through means not intentionally made available through our Services; or
 - (i) use our Services to infringe a third party's Intellectual Property Rights, confidential information or other legal rights.
11. You must not access, tamper with, or use any restricted areas of the Services to which we have not granted you access. Our Services and the systems of third party providers that assist us in delivering the Services must not be:
 - (a) probed, scanned, or vulnerability tested;
 - (b) the subject of circumvention of any security or authentication measures;
 - (c) accessed or searched, or attempted to be accessed or searched, by any means other than via published interfaces that we provide (in accordance with the applicable terms and conditions), unless you have been specifically allowed to do so in a separate written agreement with Catapult;
 - (d) forged (in respect of any TCP/IP packet header or part of the header information) in any manner or format;

- (e) used to send altered, deceptive or false source-identifying information;
 - (f) interfered with, or disrupted, including by affecting the access of any other user, host or network, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of data in such a manner as to interfere with or create an undue burden on the Services.
12. You will not use encryption technology or other technological measures to interfere with our Services or to otherwise infringe our Intellectual Property Rights. You will provide reasonable cooperation to assist us with identifying the source of any problem with the Services that we reasonably suspect may be attributable to your network or third party providers that you use in conjunction with our Services.
13. You acknowledge and agree that:
- (a) there are inherent risks in dealings over the internet. Catapult does not warrant that files, information, programs, Units or data, information or other materials you submit (**User Content**) available from or via any of our Services accessible via the internet, are free from harmful code; and
 - (b) we undertake all reasonable endeavours to provide you with uninterrupted access to our Services. However, from time to time, downtime may be caused or contributed to by:
 - (i) your breach of these terms and conditions;
 - (ii) failure of the internet or third party software;
 - (iii) an emergency. In that event, Catapult will seek to provide advance notice where reasonably practicable; or
 - (iv) a planned outage. In that event, Catapult will provide advance notice by electronic mail to your nominated account (or that of your training organisation) to minimise downtime where reasonably practicable.
14. By submitting User Content to Catapult, or utilising its Services, you confirm that:
- (a) our use of the User Content in order to perform our obligations under these terms and conditions will not infringe the Intellectual Property Rights of any third party; and
 - (b) you have obtained all necessary third party consents for us to use the User Content, in order to perform our obligations under these terms and conditions.
15. You agree to use any Services available from our website in accordance with these terms and conditions and applicable laws and regulations relating to your use of the internet in the jurisdictions of which you are a resident and from which you are accessing our Services. You will not Share the Services with persons that are not contemplated by these terms and conditions or make them public. **Share** means to email, post, transmit, upload, or otherwise make available to third parties.
16. Nothing in these terms and conditions is intended to exclude any implied term, condition or guarantee that cannot be legally excluded (including any consumer guarantees available to consumers under the Australian Consumer Law). If any part of these terms and conditions is determined to be invalid or unenforceable under applicable laws, then

the invalid or unenforceable term or condition will be deemed severed and the remainder of these terms and conditions will continue in full force and effect.

17. To the maximum extent permitted by law, Catapult will not be liable for any indirect or consequential losses arising from your use of or lack of access to the Units, including loss of profits or loss of earnings.
18. These terms and conditions are governed by, and will be construed in accordance with, the laws of South Australia. The parties irrevocably submit to the exclusive jurisdiction of the Courts of South Australia in respect of all matters arising in connection with these terms and conditions.
19. A party's failure or delay in exercising a power or right does not operate as a waiver of that power or right. The exercise of a power or right does not preclude its future exercise or the exercise of any other power or right.
20. Your rights and obligations under these terms and conditions are personal. They cannot be assigned, transferred, novated, disposed of, encumbered or otherwise dealt with, without our prior written consent.
21. These terms and conditions constitute the entire agreement between the parties as to its subject matter, and shall supersede all prior agreements and understandings.