This agreement is between The Australian Council *for* Educational Research Ltd (ABN: 19 004 398 145) ('**ACER**') and users of this website. In consideration of the use of this website users of the website ("**Users**") agree to the following terms and conditions.

You as a user of this website ("**User**) are put on **notice** that:

1. The terms and conditions of the User Agreement apply to the use of materials contained and services provided on this website;
2. By using this website, User agrees to be bound by these terms and conditions;
3. If User does not accept these terms and conditions, User must refrain from using this website;
4. These terms and conditions must be read in conjunction with any other applicable terms and conditions governing the use of this website;
5. ACER advises the User to obtain independent legal advice before entering into this Agreement to be fully aware of its effects.

Terms and Conditions

1. General

1.1. This website and its contents are the property of ACER or its third party licensors.

1.2. ACER retains the right in its absolute discretion to amend the User Agreement and its terms and condition including disclaimers from time to time. Should User use or continue to use the website User agrees that such use is subject to the User Agreement including disclaimers as amended from time to time.

1.3. Each time User uses the website User should familiarise itself with the contents of the User Agreement.

2. Usage

2.1. ACER retains the right in its sole and absolute discretion to suspend or cancel any user account, User's access to the website and/or this website. ACER makes no representation, gives no warranty or guarantee this website will be or continue to be available at all or for whatever purpose User may intend.

2.2. Use of this website is restricted to Users for the purpose of the ASIC Financial Literacy Assessment ("**FLA**") ("the **Purpose**"). No part of this website or its contents may be distributed, used or copied for any commercial purpose or financial gain.

3. Intellectual Property

3.1. All intellectual property in the FLA is owned by the Australian Securities and Investments Commission. User is granted personal access to the FLA only for

the Purpose. Without limiting in anyway the other clauses of this Agreement, User is notified that clauses 2.2, 3.2 and 3.5 apply to User's use of the FLA.

3.2. All intellectual property contained in this website or its contents including copyright, neighbouring rights, all rights in relation to inventions (including patents), computer code or algorithms, circuit layouts, registered and unregistered trade marks (including service marks), designs, the right to have confidential information kept confidential, know how, trade secrets and all other rights of intellectual property resulting from intellectual activity in the industrial, scientific, research, literary or artistic fields remains the property of ACER or its related corporations (as defined in the *Corporations Act 2001*(Cth)) or ACER's third party licensors and any unauthorised use thereof is strictly prohibited. Use of any content of this website and/or software for anything other than the Purpose is expressly forbidden without the prior written permission of ACER or its third party licensors. Any rights not expressly granted herein are reserved. In particular, material on this website, including text and images, is protected by copyright. Such material may not be copied, reproduced, republished, downloaded, posted, broadcasted or transmitted in any way except by a User for the Purpose.

3.3. ACER is a registered trade mark of The Australian Council *for* Educational Research Ltd (ABN: 19 004 398 145) of 19 Prospect Hill Road, Camberwell, Victoria Australia 3124 and its related corporations. All rights reserved.

3.4. Nothing on this website shall be construed as conferring any licence in respect of any of ACER or its related corporations or any third party's intellectual property rights, whether by estoppel, invitation or otherwise.

3.5. The User warrants that the User shall not use this website and/or its contents in any manner that infringes the copyright or any other intellectual property right of any other person or entity.

3.6. This clause shall survive any termination or expiration of this User Agreement.

4. Confidentiality

4.1. No unsolicited, confidential or proprietary information is to be sent to ACER or its related corporations through this website. Any unsolicited confidential or proprietary information sent to ACER through the website will not be deemed confidential. ACER makes no representation, gives no warranty or guarantee, or agreement that any such unsolicited confidential or proprietary information will be treated as confidential, made secure or in any way will ACER be responsible for any such material or information. By forwarding any unsolicited confidential or proprietary information through this website the User is granting ACER and its related corporations an unrestricted licence to use any such materials and information in any manner or way it deems fit.

4.2. The contents of this website and data it contains is confidential information to be used by the User only for the Purpose. The contents and data contained in this website are supplied by persons or entities who wish to remain anonymous. The User agrees to take all reasonable action to protect the confidentiality of the data

and the identities of the persons and/or entities that contributed the data and not do anything that may place such confidentiality at risk.

4.3. This clause shall survive any termination or expiration of this User Agreement

5. Privacy

5.1. ACER is subject to the *Privacy Act 1988* (Cth). Any personal information that User supplies to ACER by virtue of its use of this website will be used for the purposes of the Australian Quality Indicator Service. Should such personal information not be supplied then User or it's students may not be able to make use of that service.

5.2. User agrees and acknowledges that it consents and has obtained the consent of its students for ACER to:

5.2.1. disclose its officers' and students' personal information to:

5.2.1.1. ACER service providers assisting ACER in providing this website or the services provided by virtue of it;

5.2.1.2. relevant RTO's

5.2.2. to send news, information about ACER's activities and general promotional material which ACER believes may be useful to User;

5.2.3. to monitor who is accessing the website or using services offered on the website; and

5.2.4. to profile the type of people accessing the website.

5.3. User warrants:

5.3.1.1. that it has due consent under any applicable privacy laws to disclose individuals' personal information to ACER and, in particular the consents specified in clause 5.2 above; and

5.3.1.2. it has complied with all applicable privacy laws in respect of its collection, use, storage and disclosure of personal information related to its or its student's use of this website and the services it offers;

6. Publication

6.1. Any publication, broadcast or dissemination of the ACER name, trademark and/or logo by the User in association with the Purpose or otherwise shall be at ACER’s sole and absolute discretion and the User shall notify ACER and seek permission to do such in writing not less than seven days prior to such publication, broadcast or dissemination.

7. Disclaimers

7.1. This website contains information and links to other websites. ACER makes no representation, gives no warranty or guarantee in respect of the accuracy or

completeness of the information contained in this website or any linked website or that information contained in this website or any linked website will be kept up to date, accurate and not misleading.

7.2. Any link to an external website does not imply an endorsement of the views, information or product provided or held by any such website.

7.3. Nothing in these terms and conditions excludes, restricts or modifies any condition, warranty, right or liability implied in these terms and conditions or protected by law to the extent that such exclusion, restriction or modification would render these terms and conditions or any provision of these terms and conditions void, illegal or unenforceable. Subject to that:

7.3.1. ACER does not accept responsibility for any loss damage, however caused (including through negligence), which User may directly or indirectly suffer in connection with your use of this web site or any linked web site, nor does ACER accept any responsibility for any such loss arising out of User's use of or reliance on information contained on or accessed through this web site;

7.3.2. any condition, warranty, right or liability which would otherwise be implied in these terms and conditions or protected by law is excluded; and

7.3.3. and except in relation to liability for personal injury (including sickness and death), we do not accept liability to you in respect of any loss or damage (including indirect, special or consequential loss or damage) which may be suffered or incurred by you or which may arise directly or indirectly in respect of goods or services supplied pursuant to or in any way connected with this web site or respect of any failure or omission on our part to comply with our obligations as set out in these terms and conditions.

7.3.4. User acknowledges that:

7.3.4.1. prior to entering into these terms and conditions User has been given a reasonable opportunity to examine and satisfy itself regarding all goods and services which are the subject of these terms and conditions and that prior to entering into these terms and conditions User has availed itself of that opportunity; and

7.3.4.2. at no time prior to entering into these terms and conditions has User relied on ACER's skill or judgment and that it would be unreasonable for User to do so.

7.4. The application of the *United Nations Convention on Contracts for the International Sale of Goods* (**the Vienna Convention**) to these terms and conditions (by virtue of any law relevant to these terms and conditions) is excluded.

7.5. Pursuant to s 64A of the *Australian Consumer Law (under the Competition and Consumer Act 2010* (Cth)):

7.5.1. this sub-clause applies in respect of any of the goods or services supplied under these terms and conditions which are not of a kind ordinarily acquired for personal, domestic or household use or consumption,

provided that this sub-clause will not apply if you establish that reliance on it would not be fair and reasonable;

7.5.2. liability for breach of a guarantee conferred by the *Australian Consumer Law (under the Competition and Consumer Act 2010* (Cth)), other than those conferred by ss 51–53 of that Law, is limited:

7.5.2.1. in the case of goods, to any one of the following as determined by ACER:

7.5.2.1.1. the replacement of the goods or the supply of equivalent goods; or

7.5.2.1.2. the repair of the goods; or

7.5.2.1.3. the payment of the cost of replacing the goods or of acquiring equivalent goods; or

7.5.2.1.4. the payment of the cost of having the goods repaired;

7.5.2.2. in the case of services, to any one of the following as determined by ACER:

7.5.2.2.1. the supplying of the services again; or

7.5.2.2.2. the payment of the cost of having the services supplied again.

8. Jurisdiction

8.1. This Agreement is governed by the laws of the State of Victoria, Australia and the courts of the State of Victoria, Australia shall have exclusive jurisdiction.

9. Severability

9.1. If any clause of this Agreement be invalid, it shall be severed so as to preserve the balance of this Agreement, and terms being reasonable and conducive to business efficacy shall so be implied.

10. Indemnities

10.1. The User irrevocably and unconditionally indemnifies and agrees to keep indemnified ACER and its respective, officers, employees, and consultants from and against any and all liability loss harm damage cost or expense, including legal fees, which ACER may suffer or sustain as a result of any act or omission of the User or any of its officers employees consultants have done or omitted to be done in connection with a breach of this User Agreement, except to the extent that the liability loss harm damage cost or expense arises from ACER's negligent or unlawful acts or omissions. This clause shall survive any termination or expiration of this User Agreement