



Credential Learner Agreement

This Credential Learner Agreement (**Agreement**) outlines the terms and conditions of enrolment and constitutes the agreement between you (**Learner**) and Curtin University (ABN 99 143 842 569) a body corporate established under the *Curtin University Act 1966* of Kent Street, Bentley, Western Australia 6102 (**Curtin**) for the provision of your Credential.

This Agreement will be in force from the Learner's enrolment until the date that is 12 months following the date Curtin issues the Learner with the relevant Credential, or until this Agreement is otherwise terminated (**Term**).

Accepting this Agreement

By clicking "I accept" you enter into this Agreement.

A copy of this Agreement is made available to you on your enrolment in each Curtin credential or micro-credential (each a **Credential**) and is also available for download on our website, <https://creds.curtin.edu.au/> (**Website**).

Learner Obligations

1. Policies

You agree to comply with all Curtin statutes, rules, by-laws, policies and procedures (available on [Curtin's Governance website](#)), which may be changed by Curtin from time to time without notice (**Policies**).

2. Academic Integrity

- (a) Your work in the Credential must be completed ethically, honestly and with fairness.
- (b) Curtin encourages all Learners to review Curtin's [information relating to academic integrity](#). Learners are not required to complete the Academic Integrity Program unless they subsequently enrol in a Curtin award course.

3. Resources

You acknowledge and agree that it is your responsibility to arrange and pay for access to the following:

- (a) A computer and the internet for the term of the Learner's participation in the Credential from enrolment until Curtin issues the Learner with the appropriate Credential or this Agreement is otherwise terminated (**Credential Term**).
- (b) Any additional computing equipment or software as reasonably required by Curtin for your Credential from time to time.

4. Learner Details

You acknowledge and agree that:

- (a) All personal details you have provided to Curtin at the time of enrolment are accurate and complete, including anything that may impact on your ability to complete a Credential. You must inform Curtin in writing within 7 days of any corrections or changes to your personal details during the Credential Term.
- (b) You must maintain a current email address for the Credential Term and Curtin will officially communicate with you via that email and/or through your nominated mobile number.

5. Credential Duration and Participation Requirements

You must meet any obligations in relation to your Credential as specified on the Website or Curtin Learning Management System including but not limited to:

- (a) The dates on which Curtin will provide the Credential.
- (b) If appropriate, the period within which you must complete your learning experience (including assessment) from the date you activate your Learner account.
- (c) Any additional time or learning commitments required or recommended for you to obtain the Credential or to get the best experience from your learning experience.
- (d) Any minimum completion requirements, including but not limited to assessments. Curtin recommends that you keep a copy of all assessments submitted to Curtin.

6. Email Access

You must access your emails regularly while participating in the Credential and you take responsibility to read any communication from Curtin.

Curtin obligations and rights

7. For each Credential you enrol in, Curtin will provide you with:

- (a) Relevant materials, handouts and any other documents developed by Curtin for the Credential (**Materials**) in the order and manner determined by Curtin; and
- (b) Instruction, and access to learning and teaching support materials including Curtin Connect, FAQs, the help function, and the learning management system essentials within the Curtin Learning Management System, and will keep these available to you for the Term, or for such other time as determined by Curtin.

8. Curtin will mark your assessments consistent with the Assessment and Student Progression Manual.

9. Curtin will provide feedback (as required) and mark your written assessments through the Curtin Learning Management System or by email where relevant. Material you submit to Curtin for assessment may not be returned to you.

10. Curtin will issue you with the appropriate digital badge reflecting your academic record when you have successfully completed all minimum requirements within the Credential, and after Curtin has completed all academic and administrative checks.

11. Curtin may make any changes to any of the following at its sole discretion from time to time and will post these on the Website:

- (a) Any Credential, including its content, the mode of delivery, the Credential Term, and assessments.
- (b) Any Credential Fee.

12. Curtin reserves the right to cancel or reschedule a Credential at any time and for any reason as it sees fit. If it does so, Curtin will notify you as soon as practicable.

13. Curtin may terminate your enrolment in accordance with its Policies, or if you breach this Agreement. If you do not meet the minimum requirements of your Credential as set out on the Website or Curtin Learning Management System you may be in breach of this Agreement and Curtin may (at its discretion) terminate your enrolment or not issue any Credential. You will not be eligible for a credit or refund if Curtin terminates your enrolment or if you fail to successfully complete your Credential.

Qualifications

14. It is your responsibility to familiarise yourself with the qualifications and other criteria required to practice in your field.
15. Completion of a Credential only confers the qualification (if any) specified on the Website. Unless otherwise stated, Credentials do not confer qualifications for professional practice.

Credential Fees

16. You must pay all fees associated with your Credential (**Credential Fees**) on enrolment following the procedures set out on the Website.
17. The Credential Fees are as listed on the Website and updated from time to time.
18. Credential Fees do not include:
 - (a) any materials that are listed as resources to be provided by the Learner (such as, without limitation, computer and internet access).
 - (b) any travel and accommodation or other personal costs (such as uniforms) associated with undertaking training and assessments.
 - (c) any other item listed on the Website as a charge not covered by Credential Fees.

Deferral

19. If you have a medical or mental health condition that directly impacts on your ability to undertake your Credential, you may request a deferral by email to curtincredentials@curtin.edu.au and by providing Curtin with health professional documentation as requested by Curtin. Curtin may issue you with a credit which you may use towards another Credential or agree for you to transfer your enrolment to another available session of your Credential. Any Credential Fees held in credit are non-refundable and non-transferable to another person.
20. If you otherwise defer your Credential, Curtin is not obliged to provide you with any credit or enrol you in any other session of your Credential or to refund any Credential Fees to you.

Cancellations & Refunds

21. If you wish to terminate your studies before completion of your Credential, you must notify Curtin by email to: curtincredentials@curtin.edu.au (**Cancellation Request**).
22. During the Credential Term, if you have experienced an adverse and unexpected event that has had a significant impact on your studies, you may apply for a refund or remission of fees by emailing curtincredentials@curtin.edu.au.
23. If Curtin receives the Cancellation Request at least 48 hours before the commencement of your Credential then Curtin may (at its discretion) issue you with a credit which you may use towards another Credential or agree for you to transfer your enrolment to another available session of your Credential. Any Credential Fees held in credit are non-refundable and non-transferable to another person.
24. Curtin will not otherwise offer a credit or refund if you change your mind within 48 hours before the commencement of your Credential.
25. If Curtin cancels a Credential you are entitled to receive:
 - (a) a full refund of your Credential Fees (less any fees paid for tuition or services already received, and subject to the return of all Credential Materials upon request by Curtin); or
 - (b) a credit of Credential Fees to be applied to another Credential. Any Credential Fees held in credit are non-refundable and non-transferable to another person.

Appeals

26. If you have a concern about your Credential or this Agreement, please email curtincredentials@curtin.edu.au.
27. If you remain dissatisfied, you may write to the Academic Registrar. Your concern or complaint will be dealt with by someone separate from the original decision-maker and consistent with the Assessment and Student Progression Manual.
28. Anyone at any time has the right to make a complaint (as a member of the public) to Curtin's Integrity and Standards Unit using the [Complaints Portal](#).

Other Terms

29. You may retain any physical copies of Materials that Curtin provides to you. However, the legal and moral rights in all Materials, including copyright and all other intellectual property, remain the property of Curtin or Curtin's nominated third party. Curtin provides the Materials for your personal research and study purposes only, except where Curtin consents in writing for the Materials to be incorporated into your work for your own professional or other use. You must not share, copy, reproduce or distribute any part of these Materials electronically or in any other way, both during and after the Term, without the prior written consent of Curtin.
30. Learners must be 18 years of age or over at the time of enrolment to commence the Credential unless otherwise agreed by Curtin and approved by their parent or legal guardian.
31. Your use of the platform for the Credential will be subject to Instructure, Inc.'s [Acceptable Use Policy](#).

General

32. **(Governing Law)** This Agreement will be interpreted, governed and construed by the laws of Western Australia and you submit to the exclusive jurisdiction of the Australian courts.
33. **(No waiver)** Curtin's failure to enforce a provision of this Agreement is not a waiver of its right to do so later.
34. **(No assignment)** You may not assign any of your rights under this Agreement, and any such attempt will be void. Curtin may assign its rights to any of its affiliates or subsidiaries.
35. **(Severability)** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement will remain in full force and effect.
36. **(Variations)** Curtin may revise this Agreement from time to time. If a revision meaningfully reduces your rights, we will provide notice to you (by, for example, sending a message to the email address associated with your account). By continuing to use or access the Credentials after the revisions come into effect, you agree to be bound by and subject to the revised Agreement.
37. **(Notices)** For any notices relating to this Agreement, you may contact Curtin by email to curtincredentials@curtin.edu.au.
38. **(Privacy)** Any personal information collected by Curtin pursuant to this Agreement will be managed in accordance with Curtin's [Privacy Policy and Procedures](#) and any other applicable domestic or international privacy legislation. More information of how Curtin handles personal information in its possession or control is available on [Curtin's Privacy webpage](#).
39. **(GST)** If this Agreement or any supply under or in respect of it is subject to GST, and if the recipient of the consideration is liable to GST in relation to that supply, the Parties agree that the amount payable for that supply will be adjusted by the amount of the GST.

Instructure Acceptable Use Policy

Instructure, Inc.'s (and its affiliate(s)) (referenced herein as "Instructure") Acceptable Use Policy rules and guidelines (referenced herein collectively as the "AUP GUIDELINES") cover and govern each individual end user's (referenced herein with "you" or with "your") use and access to Instructure's services and websites (referenced herein as the "SERVICE"). Instructure's Privacy Policy explains how or whether Instructure (referenced herein with "we" "our" and "us") collects and uses your personally identifiable information. BY USING OUR SERVICE, YOU'RE AGREEING TO USE THE SERVICE IN ACCORDANCE WITH THESE AUP GUIDELINES, AND TO REVIEW INSTRUCTURE'S PRIVACY POLICY. PLEASE ALSO NOTE THAT THESE AUP GUIDELINES AND THE PRIVACY POLICY ARE SUBJECT TO CHANGE. PLEASE REVIEW THE APPLICABLE CURRENT VERSIONS HERE AND HERE [HTTPS://WWW.CANVASLMS.COM/POLICIES/PRIVACY](https://www.canvaslms.com/policies/privacy) OR [HTTPS://GETBRIDGE.COM/POLICIES/PRIVACY](https://getbridge.com/policies/privacy) AND [HTTPS://WWW.INSTRUCTURE.COM/POLICIES/ACCEPTABLE-USE](https://www.instructure.com/policies/acceptable-use). IF YOU DO NOT AGREE TO BE BOUND BY THESE AUP GUIDELINES OR DISAGREE WITH THE PERSONALLY IDENTIFIABLE INFORMATION COLLECTION AND USE PRACTICES, YOU SHOULD AND MAY NOT ACCESS OR USE THE SERVICE.

License Grant

These AUP Guidelines provide to you a personal, revocable, limited, non-exclusive, and non-transferable license to use the Service conditioned upon your continued compliance with these AUP Guidelines. Instructure reserves all rights not granted in the AUP Guidelines.

Your Content & Your Permissions

When you use our Service, you provide us with things like your files, content, messages, etc. ("Your Content"). Your Content is yours. You represent that you have all necessary right, power, and authority to use the Service and share Your Content and will comply with all applicable laws when doing so. These AUP Guidelines don't give us any rights to Your Content except for the limited rights that enable us to offer the Service. We need your permission to do things like host Your Content, back it up, or share it when you ask us to. This permission extends to our trusted third parties we work with. You therefore give us, and third parties (with whom we work) permission to use, display, host, share, and back up Your Content. By submitting Your Content, you also permit us to identify you by your username and as the contributor of Your Content.

Sharing Your Content

Our Service lets you share Your Content with others, so please think carefully about what you share. By using the Service, you agree to do so responsibly and to not misuse the Service or help anyone else do so. This includes, but is not limited to, not doing or trying to do any of the following in connection with the Service:

- store, transmit or create libelous, obscene, deceptive, defamatory, pornographic, racist, sexual, hateful, unlawful, tortious or otherwise objectionable content (except as necessary for legitimate instructional purposes, but in all cases in compliance with applicable laws and regulations);
- modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Service except to the extent the foregoing restrictions are expressly prohibited by applicable law;
- harm, harass, threaten, or impersonate any person or violate the rights of any third party;
- probe, scan, or test the vulnerability of any system or network;
- interfere with or disrupt the integrity or performance of the Service;
- attempt to gain unauthorized access to the Service or its related systems or networks;
- introduce viruses, Trojan horses, worms, spyware, or other such malicious code into the Service;
- breach or otherwise circumvent any security or authentication measures;
- access, tamper with, or use non-public areas or parts of the Service, or shared areas of the Service you haven't been invited to;
- access, search, or create accounts for the Service by any means other than our publicly supported interfaces (for example, "scraping" or creating accounts in bulk);
- send unsolicited communications, promotions or advertisements, or spam;
- send altered, deceptive or false source-identifying information, including "spoofing" or "phishing";
- promote or advertise products or services other than your own without appropriate authorization;
- sell or re-sell the Service unless specifically authorized to do so;
- copy, reproduce, distribute, republish, download, display, post or transmit in any form or by any means any part of the Service unless specifically authorized to do so;
- remove or destroy any copyright notices or other proprietary markings contained on or in the Service; or
- violate the law in any way, including by storing, publishing or sharing material that is infringing, fraudulent, defamatory, misleading, or damaging to Instructure in any way.

Your Responsibilities

You must provide all equipment necessary to access the Service and are responsible for all fees incurred when accessing the Service. Additionally, you're responsible for your conduct and Your Content and your compliance with these AUP Guidelines. Content in the Service may be protected by others' intellectual property rights. You therefore agree that you won't copy, reproduce, create derivative works of, decompile, upload, download, share, or otherwise exploit third party content unless you have the right to do so. We may review your conduct and content for compliance with these AUP Guidelines and remove content from the Service at any time and without notice. With that said, we have no obligation to do so. We aren't responsible for the content people post and share via the Service. You agree also to safeguard your password to the Service, make sure that others don't have access to it, and keep your account information current.

Third Party Websites

The Service may contain links to third-party websites that are not under our control. We are not responsible for such third-party websites.

Our Property

The Service is protected by copyright, trademark, and other US and foreign laws. These AUP Guidelines don't grant you any right, title, or interest in the Service or others' content in the Service. We welcome feedback, but note that we may use comments or suggestions without any obligation to you.



Infringement

We respect the intellectual property of others and ask that you do too. We respond to notices of alleged infringement after receipt of a proper notice that complies with the law and is received by our designated agent. We reserve the right to delete or disable content alleged to be infringing and terminate accounts of repeat infringers. If you believe that any content in the Service in a way that constitutes infringement, please provide our designated agent with the following information:

- A. an electronic or physical signature of the person authorized to act on behalf of the rights owner;
- B. a description of the content you claim is being infringed;
- C. a description or link to the location of the material claim is infringing;
- D. your physical address, telephone number and e-mail address;
- E. a statement that you have a good faith belief that the content is not authorized by the rights owner, its agent or the law;
- F. a statement, made under penalty of perjury, that the information in your notice is accurate and that you are the owner or authorized to act on behalf of the owner.

Contact information for Instructure's designated agent for notice of claims of infringement is as follows: General Counsel; 6330 South 3000 East, Suite 700, Salt Lake City, UT 84121; legal@instructure.com. Instructure may also take any appropriate action in the event it receives a proper counter-notice under the law.

Termination & Right To Suspend

You're free to stop using our Service at any time. We also reserve the right to suspend or end the Service at any time at our discretion and without notice. For example, we may suspend or terminate your use of the Service and remove Your Content if you're not complying with these AUP Guidelines, or using the Service in a manner that may cause us legal liability, disrupt the Service, disrupt others' use of the Service or, in our sole opinion, reason, cause harm. All provisions of these AUP Guidelines, which by their nature should survive, will survive termination of the Service.

Service "As Is"

INSTRUCTURE AND ITS PARTNERS MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, ABOUT THE SERVICE. THE SERVICE IS PROVIDED "AS IS." IN ADDITION, WE DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. ANY CONTENT DOWNLOADED OR ACCESSED FROM THE SERVICE IS ACCESSED AT YOUR OWN RISK.

Limitation Of Liability

YOU EXPRESSLY ABSOLVE AND RELEASE INSTRUCTURE FROM ANY CLAIM OF HARM RESULTING FROM A CAUSE BEYOND INSTRUCTURE'S CONTROL. YOU FURTHER AGREE THAT IN NO EVENT SHALL INSTRUCTURE AND ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES OTHER THAN DIRECT DAMAGES, OR ANY LOSS OF USE, DATA BUSINESS, OR PROFITS. THIS WILL BE REGARDLESS OF WHETHER OR NOT INSTRUCTURE OR ANY OF ITS PARTNERS HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES. ADDITIONALLY, INSTRUCTURE AND ITS SUPPLIERS WILL NOT BE LIABLE TO YOU FOR MORE THAN ANY AMOUNTS RECEIVED BY INSTRUCTURE FROM YOU AS A RESULT OF YOUR PERSONAL USE OF THE SERVICE IN THE 12 MONTHS PRECEDING YOUR CLAIM. IF YOU HAVE NOT PAID INDIVIDUALLY ANY AMOUNTS IN THE 12 MONTHS PRECEDING YOUR CLAIM, INSTRUCTURE'S SOLE AND EXCLUSIVE LIABILITY SHALL BE NO MORE THAN \$50. MOREOVER, INSTRUCTURE SHALL NOT BE LIABLE FOR THE LOSS OR FAILURE TO STORE YOUR CONTENT, AND YOU UNDERSTAND AND AGREE THAT BY USING THE SERVICE, YOU AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION RELATED TO USE OF THE SERVICE OR BREACH OF THESE AUP GUIDELINES.

Controlling Law

These AUP Guidelines and your use of the Service will be interpreted, governed and construed by the laws of Delaware law except for its conflicts of laws principles, unless otherwise agreed in a separate written agreement with Instructure or as required by a mandatory law of a competent jurisdiction.

Entire Agreement

These AUP Guidelines set forth terms governing your use of the Service, and supersede and replace any other prior or contemporaneous agreements applicable to the subject matter of these AUP Guidelines. These AUP Guidelines create no third-party beneficiary rights. These AUP Guidelines shall inure to the benefit of Instructure and its respective legal representatives, successors, and assigns.

Waiver, Severability & Assignment

Instructure's failure to enforce a provision is not a waiver of its right to do so later. You may not assign any of your rights under these AUP Guidelines, and any such attempt will be void. Instructure may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Service. If any provision of these AUP Guidelines is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of these AUP Guidelines will remain in full force and effect.

Modifications

We may revise these AUP Guidelines from time to time, and will always post the most current version [HERE](#). If a revision meaningfully reduces your rights, we will provide notice to you (by, for example, sending a message to the email address associated with your account). By continuing to use or access the Service after the revisions come into effect, you agree to be bound by and subject to the revised AUP Guidelines.

Notices

For any notices relating to these AUP Guidelines, you may contact Instructure by sending an email to legal@instructure.com.