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myAMES Chat Terms and Conditions

By registering an account on or using myAMES Chat powered by GetMee, technology licensed from GetMee PTY LTD, you will be deemed to have accepted and agreed to be bound by these Terms and Conditions as updated from time to time. If you do not agree to these Terms and Conditions, or any changes to them, do not register on or use myAMES Chat.

Who do the Terms and Conditions apply to?

These Terms and Conditions apply to:

- an individual who registers an account on myAMES Chat; and
- a person who accesses or uses the account; and
- any entity (including a AMES Australia student or partner) on whose behalf an individual registers an account on or accesses and uses myAMES Chat,
- each being referred to as 'you' or 'your' in these Terms and Conditions.

In accessing and using the myAMES Chat application, you warrant:

- you have the authority of any entity you represent to use myAMES Chat on its behalf and to legally bind it to these Terms and Conditions. You must inform any entity you represent of these Terms and Conditions and its responsibilities under these Terms and Conditions; and
- you, and any entity you represent, will comply with all directions and requirements of AMES Australia in relation to any transactions you perform using myAMES Chat.

Service specific terms and conditions

Services available through myAMES Chat may be subject to additional terms and conditions, disclaimers or notices displayed on myAMES Chat from time to time. You agree to read and comply with any such additional terms and conditions, disclaimers or notices presented to you on myAMES Chat. By accessing or using any service on myAMES Chat, you will be deemed to have accepted and to agree to be bound by any additional terms and conditions, disclaimers or notices which apply to that service.

If you are, or the entity you represent is, party to a contract or agreement with AMES Australia or third party within myAMES Chat that requires transactions with AMES Australia or third parties with linked content in myAMES Chat to be processed online, any terms and conditions of that agreement that apply to the online transactions will apply to your use of myAMES Chat and you agree to comply with those terms and conditions.

Authentication details and security

You agree:

- to keep your username, password and any other security details for your access to myAMES Chat (Authentication Details) ;
- confidential and secure;

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- not to permit any other person to use your Authentication Details to access myAMES Chat;
- to immediately change your Authentication Details on myAMES Chat and notify AMES Australia if you believe your Authentication Details have been compromised; and
- not to access or seek to access any other person's myAMES Chat account.

MyAMES Chat is entitled to assume that all transactions or assessments using your Authentication Details are undertaken by you (unless you have told AMES Australia that your Authentication has been compromised).

While AMES Australia will take all reasonable precautions to ensure that myAMES Chat is secure, no data transmission over the Internet can be guaranteed as totally secure. Accordingly, AMES Australia cannot ensure the security of any information you transmit to or from myAMES Chat, and you do so at your own risk.

While AMES Australia has used reasonable endeavours to ensure that the site is virus free, myAMES Chat denies liability (to the maximum extent allowed by law) for any virus-related damage or loss resulting from your interactions with the site.

Access and use of services

You acknowledge and agree that AMES Australia or our licensor, GetMee PTY LTD may:

- make changes to myAMES Chat, or discontinue the operation of myAMES Chat, at any time and with or without notice to you;
- notify you of changes to myAMES Chat through information and notices available to you when you access myAMES Chat;
- monitor your access to myAMES Chat; and
- cancel your access to myAMES Chat for any reason, including if AMES Australia believes:
 - your access has been used to perform an unauthorised transaction or action;
 - you breach these Terms and Conditions; or
 - you are no longer eligible or authorised to access myAMES Chat.

Your access to myAMES Chat depends on telecommunications and internet service providers and other external factors and AMES Australia does not guarantee the availability of myAMES Chat at all times or at any specific times. Notices regarding planned system outages will be made available on via the application notification or alternative communications used for education purposes.

In using myAMES Chat, you agree to:

- recognise the electronic records made by AMES Australia of any transactions or assessments you perform using myAMES Chat; and
- retain a saved copy or print-out of all transactions or assessments you perform for your records.

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Payments

Future versions and updates of myAMES Chat may have fees associated with additional services or features provided. You agree to pay the fees associated with the transactions or assessments you perform using myAMES Chat. Payment instructions submitted before the cut-off time for a banking business day will be processed on the same day, and payment instructions submitted after the cut-off time for a banking business day may be processed on the next business day following the payment instruction.

You are responsible for ensuring that any payments you make by credit card are made only using a valid credit card and that your stored credit card details remain current. If you pay by debit or credit card, you are responsible for ensuring you have sufficient funds in your account for the payment.

If any payment instruction you make on myAMES Chat is not successful for any reason, AMES Australia or third-party provider acting on behalf of AMES Australia may not record or may reverse the relevant transaction. This may mean, for example, that the transaction will not take effect. AMES Australia will not be liable to you or any other person for any claim, loss, liability, damages or expense suffered or incurred as result.

User content

AMES Australia does not own any data, recordings, information or materials ('Content') that you submit to myAMES Chat in the course of using this service. You shall have sole responsibility for the accuracy, quality, integrity, legality, liability, reliability, appropriateness and intellectual property ownership or right to use all submitted Content. We may, but have no obligation to monitor, and review the Content in myAMES Chat submitted or created by you using our services. You grant us permission to access, copy, distribute, store, transmit, reformat, display and perform the Content of your user account solely as required for the purpose of providing the Services to you. Without limiting those representations or warranties, we have the right, not the obligation to, in our sole discretion, refuse or remove any Content, that is our reasonable opinion, violates any of our policies or is in anyway harmful or objectionable. You also grant us the license to use, reproduce, adapt, modify, publish or distribute the Content created by you or stored in your user account for educational purposes, commercial marketing or any similar purposes.

Communication

By setting up a myAMES Chat account, you agree that AMES Australia and our app licensor/GetMee Pty Ltd may communicate with you, when required by AMES Australia. If you do not want to receive communication from AMES Australia or GetMee Pty Ltd, do not register on or use myAMES Chat. It is your responsibility to ensure that your registered details remain current. You can update these details by contacting AMES Australia on or GetMee on enquiries@ames.net.au.

Provision of information

You agree to provide true and correct information through myAMES Chat and you declare that all information you provide is true and correct. Providing false and/or misleading information or documents is a serious offence under the Education and Training Reform Act

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2006 and can result in penalties including but not limited to, cancellation of your myAMES Chat account, or cancellation of your enrolment with AMES Australia. Any authority or approval, including award or issue of qualification given as a result of you providing such information/documents, may have no effect.

It is your responsibility to verify that all transaction details are correct before you complete the transaction or assessment. AMES Australia will not be liable to you or any other person for any claim, loss, liability, damages or expense suffered or incurred as a result of the inaccuracy or incompleteness of any information provided by you or for any action taken by AMES Australia in reliance on that information. AMES Australia is not responsible for any failure in relation to payments made to you where you do not provide correct bank account details.

Accuracy of information in myAMES Chat

Occasionally there may be information in myAMES Chat that contains typographical errors, inaccuracies or omissions that may relate to promotions or offers. We reserve the right to correct any errors, inaccuracies or omissions and to cancel orders if any information in myAMES Chat is inaccurate at any time without prior notice (including after you have submitted your order). We undertake no obligation to update, amend or clarify information in myAMES Chat including and without limitation pricing information, except as required by law. No specific update or refresh date applied in myAMES Chat should be taken to indicate that all information in myAMES Chat has been modified or updated.

Links to other resources

MyAMES Chat may link to other resources (such as websites, mobile applications, etc), we are not, directly or indirectly implying any approval, association, sponsorship, endorsement, or affiliation with any linked resource unless specifically stated herein. We are not responsible for examining or evaluating and we do not warrant the offerings of, any businesses or individuals of their resources. We do not assume any responsibility or liability for the actions, products, services, and content of any other third parties. You should carefully review the legal statements and other conditions of use of any resources which you access through a link in myAMES Chat and services. Your linking to other offsite resources is at your own risk.

Disclaimer of warranties and representations

Except as required by law, AMES Australia gives no express or implied warranties or guarantees, and makes no representations, in relation to use of myAMES Chat. In particular, AMES Australia does not warrant or represent:

- your system will meet the minimum requirements to enable your use of myAMES Chat;
- information provided on myAMES Chat is accurate, complete or suitable for any purpose;
- myAMES Chat and its services are free from any computer viruses or defects; or
- your access to myAMES Chat or any services will be continuous or uninterrupted.

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Your linking to other offsite resources is at your own risk.

Liability of AMES Australia

If any legislation implies or applies in these Terms of Conditions any condition, warranty or guarantee, and that legislation avoids or prohibits provisions in a contract excluding or modifying the application of or exercise of or liability under the condition, warranty or guarantee, the condition, warranty or guarantee is deemed to be included in these Terms and Conditions. However, to the extent permitted by law, AMES Australia's liability for failure to comply with any such condition, warranty or guarantee is limited (at AMES Australia's option, and as determined by it) to:

- in the case of goods - to the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods or the payment of the cost of having the goods required (as determined by AMES Australia); and
- in the case of services - to the supplying of the services again or the payment of the cost of having the services supplied again (as determined by AMES Australia).

Except as specified in this section, to the extent permitted by law, under no circumstances will AMES Australia be liable to you or any other person for any claim, loss, liability, damages or expense whatsoever (including any consequential, indirect or incidental damages) suffered or incurred under or in connection with these Terms and Conditions or any access to or use of myAMES Chat, regardless of how they arise (whether by negligence or otherwise).

Indemnity

You indemnify AMES Australia in relation to all loss and damage which is suffered (including but not limited to indirect or consequential loss) by AMES Australia as a direct or indirect result of you acting inconsistently with or breaching any part of these Terms and Conditions.

Jurisdiction

These Terms and Conditions are intended to be legally binding on the parties and are governed by the laws of Victoria. The parties submit to the jurisdiction of the courts of Victoria.

Copyright

Copyright in the material on myAMES Chat is owned by AMES Australia or its licensors.

You may download information from myAMES Chat and print out that information, but only for your own private use or internal business operations. Otherwise, except as permitted by the Copyright Act 1968 (Cth), no part of myAMES Chat may be reproduced, copied, published, framed, or transmitted in any form or by any means without the prior written consent of AMES Australia.

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Privacy statement

Personal information AMES Australia collects from you through myAMES Chat will be used and may be disclosed for the purpose of the transaction you are conducting and may also be used or disclosed as authorised or required by the Privacy and Data Protection Act 2014, Education and Training Reform Act 2006. AMES Australia may disclose personal information it collects from you to various organisations and persons in order to provide the service including contractors, agents and service partners of AMES Australia, and other organisations or people authorised to collect and use personal information held by AMES Australia, including law enforcement and social service agencies. Some of these organisations and persons may be located outside of Victoria, and as a result, your personal information may be transferred outside of Victoria.

You agree that AMES Australia may collect and deal with personal information you provide in accordance with this privacy statement. If you provide personal information about another individual, you warrant that you have made that individual aware of the details in this privacy statement and that the person consents to the personal information being provided to AMES Australia.

Changes to these Terms and Conditions

AMES Australia may amend these Terms and Conditions from time to time by posting the amended version on myAMES Chat. Subsequent or continuing access or use of myAMES Chat will constitute acceptance of any changes.

If any part of these Terms and Conditions is or becomes void, it will not affect the validity and enforceability of the remaining provisions. The void part will be replaced by provisions that are valid and have an effect as close as possible to the effect of the void part.