

**OT-SAT eLearning Platform
PROPOSAL FORM**

Customer:	[NAME] ABN [NUMBER]
Customer's registered office:	[ADDRESS]
Customer's representative:	Name: [NAME] Title: [TITLE] Email: [EMAIL]
Effective Date:	[DATE]
eLearning Modules	[INSERT DETAILS of eLearning modules]
Term:	The Agreement will commence on the Effective Date and will remain in effect until either party terminates upon [90/180] days' written notice or otherwise in accordance with the Terms of Use.
Fees:	[\$insert per month (ex GST), invoiced monthly in advance/arrears] Customer acknowledges and agrees that all Fees paid by the Customer to Secolve under the Agreement are non-refundable.

If there is any conflict or ambiguity between the terms set out in this Proposal or the Terms of Use, this Proposal shall have priority.

This Agreement has been entered into on the date stated at the beginning of it.

Signed by [NAME OF AUTHORISED REPRESENTATIVE]	
for and on behalf of [NAME OF COMPANY]	Authorised Representative
Date of signing	
Signed by Laith Musa Ibrahim Shahin	
for and on behalf of Secolve Pty Ltd ACN 641 376 927	Sole Director
Date of signing	

OT-SAT eLearning Platform

Terms Of Use

1. Introduction

- 1.1. In these Terms of Use, references to “we”, “our”, “us” and “Secolve” means Secolve Pty Ltd as trustee for Secolve20 Unit Trust ABN 82 520 455 692 and including its employees, contractors, agents and assigns.
- 1.2. These terms of use, and the terms set out in each Proposal that refers to these terms of use, as well as all policies provided to you via the Platform from time to time, shall govern your access and use of the eLearning content described in the Proposal (“**Content**”), which may include text, graphics, images, audio, video or other materials) on our hosted learning management platform (“**Platform**”).
- 1.3. By accessing and using our Content through the Platform, you accept these terms of use in full; accordingly, if you disagree with these terms of use or any part of these terms of use, you must not access or use our Content or the Platform.
- 1.4. If you access the Platform with the login details we provide to you, or access and use any of our Content, we will ask you to expressly agree to these terms of use.
- 1.5. If you are accepting these terms of use on behalf of a company, business, or other legal entity (whether as authorised employee, agent or attorney), you represent that you have the authority to bind such entity and its affiliates to these terms of use, in which case the terms “**you**” or “**your**” shall refer to such entity and its affiliates.
- 1.6. You must be at least 18 years of age to access and use our Content through the Platform; by accessing and using our Content or the Platform, or agreeing to these terms of use, you warrant and represent to us that you are at least 18 years of age.
- 1.7. All defined terms in these terms shall, unless expressly defined in these terms, have the meaning given to them in the applicable Proposal.

2. Use on behalf of organisation

- 2.1. If you access and use our Content through the Platform or agree to these terms of use in the course of a business or other organisational project, then by so doing you bind both:
 - a) yourself; and
 - b) the person, company or other legal entity that operates that business or organisational project,

to these terms of use, and in these circumstances references to "you" in these terms of use are to both the individual user and the relevant person, company or legal entity.

3. User login details

- 3.1. If we accept your registration on the Platform (which decision is at our sole discretion) we will then provide you with login details (a user ID and password) which you may use to access and use our Content on the Platform.
- 3.2. You must keep your password confidential.
- 3.3. You must notify us in writing immediately if you become aware of any disclosure of your password.
- 3.4. You are responsible for any activity on our Content through the Platform arising out of your account and/or any failure to keep your password confidential, and may be held liable for any losses arising out of such action.

4. Access and use of your account

- 4.1. You may only access the Platform by using the login details provided to or created by you.
- 4.2. You must not allow any other person or entity to use your account to access the Content or the Platform.
- 4.3. You must notify us in writing immediately if you become aware of any unauthorised use of your account.
- 4.4. You must not use any other person or entity's account to access the Content.

5. Copyright notice

- 5.1. Copyright (c) 2025 Secolve Pty Ltd ATF Secolve20 Unit Trust ABN 82 520 455 692, all rights reserved.
- 5.2. Subject to the express provisions of these terms of use:
 - a) we, together with our licensors, own and control all the copyright and other intellectual property rights in our Content; and
 - b) all the copyright and other intellectual property rights in our Content are strictly reserved.

6. Intellectual Property Rights

- 6.1. We retain ownership of all intellectual property rights in the Content and in any feedback, improvements or work generated or developed following the date of this agreement which is based on the Content or an underlying work in relation to the Content ("**Derivative Works**").

- 6.2. You assign to us, and shall assign, all other intellectual property rights in any development of the Content or any Derivative Work you may create, by way of future assignment of copyright and database right. You shall execute this assignment or confirmatory assignment as we may require.
- 6.3. You irrevocably consent, and must procure that any third-party contributor irrevocably consents, to us doing any act or making any omission in relation to Derivative Works you create that would (but for this consent) infringe any moral right you or any other person may have under the *Copyright Act 1968* (Cth) or any similar law, including without limitation, failing to attribute or incorrectly attributing authorship of the material, and altering the material (in whole or in part) in any medium and in any context.
- 6.4. The intellectual property rights assigned to us under section 6.2 shall form part of the Content, and of the licence granted, from the date of that assignment.

7. Translations

- 7.1. We may offer machine-generated translations of the Content ("**Translations**"). All Translations are supplied "as-is" and may contain inaccuracies inherent in automated translation tools.
- 7.2. If you reasonably believe a Translation contains an error or is otherwise inaccurate, you may notify us in writing, identifying the specific issue and suggested correction. We will investigate the notification and, if we accept that the Translation contains a material error, we will, at no additional cost to you, make the correction.
- 7.3. Any corrections and feedback made to a Translation are considered Derivative Works, and as such, all intellectual property rights in and to them shall vest in, and are hereby assigned to, us immediately on creation, in accordance with Section 6.

8. Permission to use our Content and the Platform

- 8.1. You may:
- a) view pages from our Content through the Platform in a web browser;
 - b) stream audio and video files from our Content through the Platform using the media player on the system;
 - c) download documents and other files from our Content through the Platform that are specified on the website as downloadable, store and view them on your computer, and print copies of them, in each case for your own personal use only, and providing that such printing is not systematic or excessive and may not be distributed or shared publicly; and
 - d) use the Platform by means of a web browser,

subject to the other provisions of these terms of use, and providing that you will have no right to access or use materials that are only available under a license unless you have purchased a relevant license and that license is current.

8.2. Except as expressly permitted by Section 8.1 or the other provisions of these terms of use, you must not download, record, or save any material from our Content through the Platform, or any other learning management system, to your computer.

8.3. You may only use the Platform and access our Content for your own personal and business purposes and you must not, and agree not to, use the Platform or our Content for any other purposes.

8.4. Except as expressly permitted by these terms of use, you must not edit or otherwise modify any material on our Content or the Platform.

8.5. Your Licence (as described in Section 9.1) does not assign or transfer any intellectual property rights to you from us. You must not, except with our express written authorisation:

- a) republish in any format, material from our Content or the Platform;
- b) sell, rent or sub-license material from our Content or the Platform;
- c) show any material from our Content or the Platform in public;
- d) exploit material from our Content or the Platform for a commercial purpose;
- e) redistribute material from our Content or the Platform; or
- f) share your individual Licence log-in with others or have multiple people viewing the eLearning under one individual Licence.

8.6. We reserve the right to suspend or restrict access to our Content and/or the Platform, to areas of the Platform and/or to the functionality provided by the Platform. We may, for example, suspend access to our Content or the Platform during server maintenance or when we undergo an update process. You must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on the Platform.

9. Content Licence

9.1. Subject to your compliance with these terms of use and you or your organisation paying all applicable fees in accordance with Section 12, we will grant you a non-exclusive, revocable licence to use specified Content through the Platform (“**Licence**”). For the avoidance of doubt, your Licence will only apply to those specified Content set out in the Proposal or otherwise expressly agreed in writing by us.

9.2. We may from time to time vary the benefits associated with your Licence by giving you written notice of the variation, providing that, if in our reasonable opinion such a variation results in a substantial loss of value or functionality, you shall have the right to cancel your Licence, and we will refund to you any amounts paid to us in respect of any period of Licence after the date of such cancellation.

9.3. At the end of the Licence access period, your access to the Content will expire, unless you re-register to the Content and pay the applicable license fees.

10. Misuse of our Content or the Platform

10.1. You must not:

- a) use our Content or the Platform in any way or take any action that causes, or may cause, damage to the Platform, or impairment of the performance, availability, accessibility, integrity or security of the Platform;
- b) use the Platform in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- c) hack or otherwise tamper with the Platform;
- d) probe, scan or test the vulnerability of the Platform without our permission;
- e) circumvent any authentication or security systems or processes on or relating to the Platform;
- f) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting), or use automated scripts for any other purpose, on or in relation to the Platform or the Content without our express written consent;
- g) interfere with or damage the Platform, including but not limited to through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, backdoors, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology
- h) use the Platform to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- i) use the Platform to store, transmit, distribute, post or submit any information about any third party, including but not limited to personally identifiable information;

- j) use the Platform or Content in connection with the distribution of unsolicited commercial email or advertisements unrelated to the services provided by us;
 - k) impersonate any person or entity, or misrepresent yourself or your affiliation with any person or entity;
 - l) do anything that interferes with the normal use of the Platform.
- 10.2. You must ensure that all the information you supply to us through the Platform, or in relation to the Platform is true, accurate, current, complete and non-misleading.
- 10.3. You must not post, upload, publish, submit or transmit any content via the Platform that:
- a) infringes, misappropriates a third party's rights, including but not limited to privacy rights, intellectual property rights and contractual rights;
 - b) violates or encourages any conduct that would violate any applicable law or regulation, or which would give rise to some civil liability;
 - c) is fraudulent, false, misleading or deceptive;
 - d) is defamatory, obscene, pornographic, vulgar or offensive;
 - e) promotes discrimination, bigotry, racism, hatred, harassment, violence or harm against any individual or group; or
 - f) promotes illegal or harmful activities or substances.

11. Cancellation and suspension of account

11.1. We may:

- a) edit your account details;
- b) temporarily suspend your account access; and/or
- c) cancel your account access,

at any time in our sole discretion, providing that if we cancel any services you have paid for and you have not breached these terms of use, you will be entitled to a refund of any amounts paid to us in respect of those services that were to be provided by us to you after the date of such cancellation; we will give you notice of any cancellation under this Section 11.1.

11.2. You may cancel your account on the platform using your account control panel. You will not be entitled to any refund if you cancel your account in accordance with this Section 11.2.

12. Fees

- 12.1. Information regarding the fees in respect of our Content may be provided to you or your organisation in various forms including via email, quote, proposal, or advertised fees on the Platform or our website.
- 12.2. You must pay to us the fees in respect of our provision of Content in advance, in cleared funds, in accordance with any instructions that we have provided to you, unless otherwise agreed to in writing by both parties.
- 12.3. We may vary fees from time to time for a Licence to the Content by advising you of the new fees, but this will not affect fees for Content that has been previously paid.
- 12.4. If you dispute any payment made to us, you must contact us immediately and provide full details of your claim. Notwithstanding the above, you agree to pay all fees in full without any setoff or deduction.
- 12.5. If you owe us any amount under or relating to these terms of use, we may at our sole discretion suspend or withdraw your access to the Platform or the provision of Content to you.

13. Report abuse

- 13.1. If you learn of any unlawful material or activity on our Content, or the Platform, or any material or activity that breaches these terms of use, please let us know.
- 13.2. You can let us know about any such material or activity by contacting us through our contact details in section 29.2 below..

14. Limited warranties

- 14.1. We do not warrant or represent:
 - a) the completeness or accuracy of the information published on our website;
 - b) that the material on the Content or the Platform is up to date;
 - c) that the Content or the Platform will operate without fault; or
 - d) that the Content or the Platform will remain available.
- 14.2. We reserve the right to discontinue or alter any or all of our Content, and to stop publishing our Content, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms of use, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any Content.
- 14.3. The Content and Platform are for informational purposes only. We make no warranties or representations, express or implied, regarding the accuracy, reliability, or effectiveness of our Content or Platform in delivering training, achieving specific results, or improving security. Any reliance you place on our Content or Platform is strictly at your own risk.

- 14.4. To the maximum extent permitted by applicable law and subject to Section 15.1, we exclude all representations and warranties relating to the subject matter of these terms of use, our Content and the use of the Platform.

15. Limitations and exclusions of liability

- 15.1. Nothing in these terms of use will:

- a) limit or exclude any liability for death or personal injury resulting from negligence;
- b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- c) limit any liabilities in any way that is not permitted under applicable law; or
- d) exclude any liabilities that may not be excluded under applicable law, and, if you are a consumer, your statutory rights will not be excluded or limited by these terms of use, except to the extent permitted by law.

- 15.2. The limitations and exclusions of liability set out in this Section 15 and elsewhere in these terms of use:

- a) are subject to Section 15.1; and
- b) govern all liabilities arising under these terms of use or relating to the subject matter of these terms of use, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms of use.

- 15.3. To the extent that the Platform and the information and services on this platform are provided free of charge, we will not be liable for any loss or damage of any nature.

- 15.4. We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

- 15.5. We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

- 15.6. We will not be liable to you in respect of any loss or corruption of any data, database or software, providing that if you contract with us under these terms of use as a consumer, this Section 15.6 shall not apply.

- 15.7. We will not be liable to you in respect of any special, indirect or consequential loss or damage, providing that if you contract with us under these terms of use as a consumer, this Section 15.7 shall not apply.

- 15.8. You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the Content, the Platform, or these terms of use (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).
- 15.9. Our aggregate liability to you in respect of any contract to provide services to you under these terms of use shall not exceed the total amount paid or payable by you to us during the previous 12 months from the date of your claim.

16. Indemnity

- 16.1. You hereby indemnify us, and undertake to keep us indemnified, against any and all losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute) incurred or suffered by us and arising directly or indirectly out of your use of our Content through the Platform, or any breach by you of any provision of these terms of use.

17. Breaches of these terms of use

- 17.1. Without prejudice to our other rights under these terms of use, if you breach these terms of use in any way, or if we reasonably suspect that you have breached these terms of use in any way, we may, at our sole discretion:
- a) send you one or more formal warnings;
 - b) temporarily suspend your access to our Content and the Platform;
 - c) permanently prohibit you from accessing our Content and the Platform;
 - d) block computers using your IP address from accessing our Content and the Platform;
 - e) contact any or all of your internet service providers and request that they block your access to our Content and the Platform;
 - f) commence legal action against you, whether for breach of contract or otherwise; and/or
 - g) suspend or delete your account on the Platform.
- 17.2. Where we suspend or prohibit or block your access to our Content or the Platform, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

18. Third party websites

- 18.1. Our Content and the Platform may include hyperlinks to other websites owned and operated by third parties; such hyperlinks are not recommendations.
- 18.2. We have no control over third party websites and their contents, and subject to Section 15.1 we accept no responsibility for them or for any loss or damage that may arise from your use of them.

19. Trade marks

- 19.1. Secolve, OT-SAT, our logos and our other registered and unregistered trademarks are trademarks belonging to us; we give no permission for the use of these trademarks, and such use may constitute an infringement of our rights.
- 19.2. The third party registered and unregistered trademarks or service marks on our Content or the Platform are the property of their respective owners and, unless stated otherwise in these terms of use, we do not endorse and are not affiliated with any of the holders of any such rights and as such we cannot grant any licence to exercise such rights.

20. Data Protection and Privacy

- 20.1. "Data Protection Laws" means all applicable data protection and privacy legislation in force in the jurisdiction(s) in which the relevant party is located, which may include (i) the GDPR to the extent that it forms local laws arising from Section 3 of the European Union (Withdrawal Act) 2018 (UK GDPR); (ii) the General Data Protection Regulation ((EU) 2016/679) (GDPR); (iii) the Data Protection Act 2018; (iv) the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426); and (v) the Privacy Act 1988 (Cth) as amended and any amendments to these laws as updated from time to time.
- 20.2. The parties agree to comply with their obligations under the applicable Data Protection Laws. This Section 20 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Laws.
- 20.3. Where necessary for the purposes of this agreement, the parties will enter into a data processing agreement.

21. No partnership or agency

- 21.1. Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 21.2. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

22. Variation

- 22.1. We may revise these terms of use from time to time.
- 22.2. The revised terms of use shall apply to the access and use of our Content and the Platform from the date of publication of the revised terms of use, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these terms of use.
- 22.3. If you have given your express agreement to these terms of use, we will ask for your express agreement to any revision of these terms of use.

23. Assignment

- 23.1. You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms of use providing, if you are a consumer, that such action does not serve to reduce the guarantees benefiting you under these terms of use.
- 23.2. You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms of use.

24. Severability

- 24.1. If a provision of these terms of use is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 24.2. If any unlawful and/or unenforceable provision of these terms of use would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

25. Third party rights

- 25.1. A contract under these terms of use is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.
- 25.2. The exercise of the parties' rights under a contract under these terms of use is not subject to the consent of any third party.

26. Entire agreement

- 26.1. Subject to Section 15.1, these terms of use, together with the Proposal, shall constitute the entire agreement between you and us in relation to your use of our Content through the Platform, and shall supersede all previous agreements between you and us in relation to your use of our Content.

27. Law and jurisdiction

- 27.1. These terms of use shall be governed by and construed in accordance with the laws of New South Wales, Australia.

- 27.2. Any disputes relating to these terms of use shall be subject to the exclusive jurisdiction of the courts of New South Wales, Australia.

28. Statutory and regulatory disclosures

- 28.1. We will not file a copy of these terms of use specifically in relation to each user or customer and, if we update these terms of use, the version to which you originally agreed will no longer be available. We recommend that you consider saving a copy of these terms of use for future reference.

29. Our details

- 29.1. The Platform is owned and operated by us.
- 29.2. You can contact us:
- a) by post, to Level 2, 11 York Street, Sydney NSW 2000;
 - b) using our website contact form at <https://secolve.com/contact-us/>;
 - c) by telephone, on 1800 732 658; or
 - d) by email, using info@secolve.com.