

Synergy Works

Course Agreement

This course agreement is between

Synergy Works and

Name

Terms and Conditions of Learning Management System

Synergy Works grants the participant a non-transferable, exclusive, revocable, license, to use the Learning Management System (LMS), in accordance with the Agreement.

The course participant must make sure that :

- The System is only used by the authorised course participant;
- The course participant, keeps confidential any security information relating to the System, including the course participant login information provided by Synergy Works and username and password details generated by the Synergy Works and comply with any direction given by Synergy Works in relation to the security of that information and the use of the System;
- Material accessible for downloading from the System is only downloaded by authorised course participant;

Material downloaded from the System:

- Is used only for the purposes of enabling trainees enrolled with the Synergy Works to complete their training for the course to which the downloaded material relates (permitted purpose)
- Is only reproduced for the permitted purpose; and
- Is not supplied or communicated, in hard copy or electronic form, or to any person who is not an authorised user.

COPYRIGHT

The LMS is owned by IBSA (Innovative Business Skills Australia), is licensed to Synergy Works, and is subject to copyright. The information on the LMS and Synergy Works website is protected under Australian copyright laws.

The course participant must not, and must make sure that no other person does, in any form or by any means:

- Copy, adapt, reproduce, broadcast, store, transmit, distribute, print, publish, or create derivative works of any features, functions or source code of the System.
- Alter, decompile, disassemble, reverse engineer or modify any material or information in the System, including but not limited to its features, functions or source code.
- Use any material or any information in the System for any purpose other than the permitted purpose of the course.

RESTRICTED MATERIAL

- The Licensee must not use, and must make sure that no other person uses, the System to post or communicate any material or information that:
- Is threatening, abusive, defamatory, obscene or indecent or that constitutes or encourages conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any applicable law.
- Contains a virus or other harmful component.
- Infringes the rights of any other person.
- Synergy Works reserves the right to remove from the System any material posted by the course participant.

USE OF THE SYSTEM

The course participant must comply with all applicable laws and this agreement.

- To the extent permitted by law, Synergy Works will have no liability to the course participant if IBSA suspends, terminates, adds to or changes any or all of the System, for any reason and course participant waives all rights the course participant may have had against Synergy Works in respect of such conduct.
- The course participant must take the course participants own precautions to ensure that any other websites the course participant uses to access through the System are free from viruses, worms, Trojan horses and other material of a destructive nature.
- To the extent permitted by law, Synergy Works excludes from this agreement all implied conditions and warranties except any implied condition or warranty the exclusion of which would contravene any statute or cause any part of this paragraph to be void (**non-excludable condition**).

Synergy Works liability for breach of any non-excludable condition (other than an implied warranty of title) is limited, at Synergy Works option, to:

- Refunding the price of the goods or services in respect of which the breach occurred; or
- Providing, replacing or repairing those goods or providing those services again.

To the extent permitted by law, Synergy Works:

- Does not guarantee continuous, uninterrupted or secure access to the System or any services provided by IBSA, and the course participant acknowledges and agrees that operation of the System may be interfered with by numerous factors outside of Synergy Works control and Synergy Works will have no liability for any loss or damage suffered or incurred by the Licensee as a result of any of those factors;
- Synergy Works is not responsible for any deletion, alteration or loss of data due to network or system outages, file corruption, accidental deletion or for any other reason whatsoever, even if the deletion, alteration, loss or corruption occurred as a result of IBSA's negligence;
- Does not guarantee the accuracy of any content available on, accessible through, the System; and
- Synergy Works does not guarantee server reliability, speed or consistency and provides the System and its services "as is" without any warranty or condition, express or implied, to the extent permitted by law.
- To the extent permitted by law, and subject to the sections above concerning non-excludable conditions, Synergy Works total cumulative liability under or in connection with this agreement, whether arising in contract, tort (including negligence) under statute or otherwise, is limited to the value of the Course Fees in the 6 months prior to the date on which the first event giving rise to liability of Synergy Works occurred.
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TECHNICAL SUPPORT

- On purchasing this course, a user manual will be sent to the course participant with contact details

TERMINATION

- Synergy Works may terminate this agreement and the course participants right to access and use the System with immediate effect by notice in writing if the course participant breaches any provision of this agreement.

GENERAL

- Part or all of any provision of the Agreement that is illegal or unenforceable may be severed from the Agreement and the remaining provisions will continue in force.
- Any failure by Synergy Works to act with respect to a breach by the course participant is not to be taken to be a waiver of its right to take action with respect to subsequent or similar breaches.
- This agreement is governed by the laws of New South Wales and each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales.

COURSE PAYMENT and TERMS

Payment Options

1. Payment in full via secure Pay Pal Shopping cart Located on Synergy Works website or direct credit to Synergy Works Bank Account
1. 8 week payment plan via secure Pay Pal Shopping cart Located on Synergy Works website or direct credit to Synergy Works Bank Account
2. 6 months payment plan being 26 weekly payments via secure Pay Pal Shopping cart Located on Synergy Works website or direct credit to Synergy Works Bank Account
3. 12 months payment plan being 52 weekly payments via secure Pay Pal Shopping cart Located on Synergy Works website or direct credit to Synergy Works Bank Account

Terms

Synergy Works will make available the course, subjects and service for two (2) years for you to complete your course.

Course Service includes

- Administration
- Learning Management System
- Course Material and Resources
- Online collaboration with other students
- Mentor Tutor available to help with course
- Telephone and video conferencing for tutoring and collaboration

Access to the LMS and course will be registered with in 24 hours (Mon – Fri) of receipt of payment or first instalment and a signed agreement by email, fax or post.

If instalment payment stop for any reason your LMS and course will be suspended till payments resume. If in the case of non resumption of instalments there will be no refund.

Cert IV Certificate or Statement of Attainments will only be issued when assessed competent and full payment for Course or Unit of Competency has been received.

Synergy Works

Course Participant Details

Name:

Address:
..... State..... Post Code

Phone: Mob:

Email:.....

Occupation

Employer

Date **Term** 2 years

Preferred Payment option (cross out which ever does not apply).

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4. 6 months payment plan being 26 weekly payments via secure Pay Pal Shopping cart Located on Synergy Works website or direct credit to Synergy Works Bank Account
5. 12 months payment plan being 52 weekly payments via secure Pay Pal Shopping cart Located on Synergy Works website or direct credit to Synergy Works Bank Account

SignedDated.....

Office use only

Synergy Works

(ACN/ABN: 44 159 851 249)

by its authorised officer who warrants that he / she has the authority to execute the agreement on its behalf.

Signature of authorised officer Name of authorised officer (print) Date
Synergy Works ABN 44159 851 249 PO Box 1259 Gosford NSW 2250
E: admin@synergy-works.com Ph 0425 261 420