

GENERAL TERMS AND CONDITIONS OF USE

The following general terms and conditions ("**terms**") apply to the use of Our Student Exchange. By clicking "I Agree" or by using Our Student Exchange, you agree to be bound by these Terms. If you do not accept these Terms, you must refrain from using Our Student Exchange. These Terms must be read in conjunction with any other applicable terms and conditions governing the use of Our Student Exchange. In these Terms, the expressions "**we**", "**us**" and "**our**" are a reference to Our Student Exchange Pty Limited ABN 68 604 159 631 and "**Our Student Exchange**" is a reference to our website, our platform and our services.

Key terms

"**content**" means any text, graphics, photographs, trade marks, logos, sounds, music, artwork, computer code and other material used, displayed or available on Our Student Exchange.

"**institutional subscriber**" means schools, colleges, universities, institutions, institutes, educational facility or any organisation that subscribes to Our Student Exchange.

"**platform**" means the software platform provided by us to users through the website known as Our Student Exchange.

"**services**" means the services, information and resources provided by us to users through the website and platform.

"**student**" means an exchange student.

"**user**" means any person who completes Our Student Exchange registration process, as described under 'user account password and security' below, including institutional subscribers and students.

"**website**" means the website operated by us at www.ourstudentexchange.com and any sub domain that we assign to a user.

Eligibility

Our Student Exchange is open to people of all ages. However, users under the age of 18 must register with the permission of a parent or guardian. Parents and guardians of users under the age of 18 must read and agree to be bound by these terms, and agree to be responsible for such use of the services provided by Our Student Exchange.

User account password and security

Using Our Student Exchange, or using any of the functions of Our Student Exchange, may require you to open an account. To do so, you must complete the registration process found through Our Student Exchange. By opening an account, you agree that all information you provide is accurate and up to date and does not infringe any other person's rights. You must also update your account details if any of them change.

You are responsible for all of the activities that occur under your account. You should carefully choose your password and user name and protect them from unauthorised use. Please let us know immediately of any unauthorised use of your account or any other breach of security. We are not liable for any loss if someone else uses your password or account.

Information you provide to us

When you use Our Student Exchange you may send personal information to us. We will use, store and handle this information in accordance with the requirements of the *Privacy Act 1988* (Cth) that apply to us and our privacy policy which may be accessed at <https://www.ourstudentexchange.com/try-it.html>

We do not claim ownership of this information or any other content, data or information that you may provide to us. You will continue to own any and all intellectual property rights in such information. However, you agree and grant us a perpetual, non-exclusive, assignable, worldwide and royalty free licence (with a right to sub-licence) to use, store, reproduce, communicate, publish, display or distribute such information in an anonymous manner. This continues even though you no longer use Our Student Exchange. We will only use this information for the purposes of operating, promoting or improving the Our Student Exchange platform, for developing other products or services, and for any other purposes set out in our privacy policy. This means, for example, that we might use this information to compile statistical information for use in marketing Our Student Exchange, to make improvements to Our Student Exchange, or to develop complementary products or services to Our Student Exchange.

If you would like to know more about how we use, store or handle your personal information, please contact us.

Payment terms

We will charge you the applicable fee under the relevant option or plan selected by you ("**Fee**"). We may charge Fees annually in advance, or on a 'per student' basis.

If you make payments with a credit or charge card or an online payment account, you warrant that you are the cardholder or account holder and that the billing information provided is accurate, and you authorise us to charge the designated credit or charge card or online payment account for the total amount of the payment, plus any GST. All payments and purchases made in connection with Our Student Exchange are non-refundable.

You agree to pay all GST and other similar taxes imposed in connection with the supply of the use of Our Student Exchange to you. You are responsible for all internet service provider fees, telecommunication and other charges required for your connection to, or use of, Our Student Exchange.

We may offer free trials from time to time at our discretion. Free trial accounts will be terminated if you fail to pay the Fees applicable to your usage prior to the end of your trial.

Annual fee

We will charge institutional subscribers an annual subscription Fee ("**Annual Fee**"). The Annual Fee is due and payable in full upon the date that we have agreed with you when you registered with us. If applicable, we will automatically charge your nominated account for the Annual Fee at the applicable rate on the relevant date unless you notify us in writing that you want to cancel your use of Our Student Exchange at least three business days before the relevant upcoming Annual Fee payment date. If we are unable to process or charge the Annual Fee to your nominated account, we reserve the right to terminate or suspend your use of Our Student Exchange until that is rectified. No refunds of unused portions or pro rata refunds will be made.

Per student fee

We will charge the institutional subscriber a Fee for each student an institutional subscriber registers to Our Student Exchange in accordance with the prices set out on the website.

Outcomes and use

We have spent a significant amount of time developing and refining Our Student Exchange and are confident you will enjoy using Our Student Exchange and find it useful. However, we cannot promise or guarantee any specific outcomes from its use. We do not make any representations about the user experience, quality, or the outcomes of any interactions that are initiated via Our Student Exchange.

External sites

In Our Student Exchange, you may come across links or references to external merchants or suppliers. Please be aware that we do not make any promises about what they may supply to you. Therefore any transaction you have with these merchants are between

you and these merchants, and we do not get involved. By accessing external website links to these merchants and other sites through Our Student Exchange, we do not promise that they are appropriate, that they work or that they are virus free.

Changes to Our Student Exchange

We may change or improve Our Student Exchange at any time. For example, we may develop and distribute updates, enhancements or new features.

We may also stop making Our Student Exchange available or modify its availability in any way. We will always try to give you notice of any such changes in the availability of Our Student Exchange or certain features provided by Our Student Exchange before they take effect, although this may not always be possible.

Intellectual property

We and our licensors (as applicable) own all intellectual property in Our Student Exchange, including any updates, enhancements and new features we may provide.

We give you a personal, worldwide, royalty-free, non-assignable and non-exclusive licence to use Our Student Exchange and any other software provided to you by us in relation to Our Student Exchange. This licence is solely to enable you to use and enjoy Our Student Exchange and you may not copy, modify, distribute, sell or lease any part of our intellectual property.

We own all trade marks, branding and logos contained in, or relating to, Our Student Exchange and you cannot use them for any purpose without our express written consent.

Ownership of user content

We may allow users to post, distribute or publish content on our platform. Users of Our Student Exchange retain ownership of the content and information that they post.

As a user of Our Student Exchange, you agree that you are solely responsible for any content or information that you have posted. We do not guarantee any confidentiality or security in relation to any content or information posted. We do not endorse or take any responsibility for any content posted by any of its users. We do not share or represent the views or opinions of its users.

Prohibited uses

You agree that you will only use Our Student Exchange for lawful purposes. Where you are able to send or post information using Our Student Exchange, you are responsible for anything you send or post, using Our Student Exchange. You must not send or post anything that is offensive, against the law or which we think is inappropriate.

We may remove from Our Student Exchange or refuse to display anything that we think is inappropriate.

Security and integrity

You must not violate the security of Our Student Exchange in any way. We may suspend or cancel your Our Student Exchange account or your access to Our Student Exchange if we suspect any security violation. We may also inform any law enforcement body of any suspected unauthorised or criminal activity. Examples of security violations include:

- attempting to gain unauthorised access to any part of Our Student Exchange, servers or system infrastructure you were not intended to have access to;
- use Our Student Exchange in a way that was not intended by us;

- attempting to reverse engineer Our Student Exchange or any system or offering provided through Our Student Exchange;
- interfering with or disrupting (or attempting to interfere or disrupt) any servers or networks connected to Our Student Exchange;
- sending or storing any harmful code (including, for example, any computer virus, trojan, worm or other code that is harmful or disabling or which assists in or enables unauthorised access to or corruption of data); or
- using any feature of Our Student Exchange or any other means to send unsolicited commercial correspondence to other users.

Changes to and breaches of these terms

We may change these terms of use at any time. Before changing these terms, we will try to give users notice of such change by way of update before they take effect, although this may not always be possible. If you continue using Our Student Exchange after the changes take effect, you are taken to have agreed to the changes.

We may investigate any suspected non-compliance with, or breach of, any provision contained in these terms and conditions for any reason.

We reserve the right to suspend or terminate a user's right to access Our Student Exchange for any reason. This includes, but is not limited to, where we reasonably believe that a user is in breach of a provision of these terms and conditions.

No endorsement

Our Student Exchange is a merely a platform intended to be used to streamline the student exchange process and facilitate communication and document storage and exchange between coordinators, students and parents and host-parents. You acknowledge that any information available on or accessible through Our Student Exchange is intended to be general information only, and such information does not constitute professional advice.

We are not a party to any agreement or arrangement entered into by or between the users and we do not procure or arrange the student placements. You acknowledge and agree that you are solely responsible for any agreement or arrangements between you and another user. We are not responsible for resolving or dealing with any disputes, disagreements or matters in relation to such arrangements between users, and we are not obliged to be involved in such disputes, disagreements or matters in any way.

By making student and host family data available on Our Student Exchange, it does not imply an endorsement or recommendation of the student for any host family or the host family for any student. You acknowledge and agree that you are solely responsible for selecting or agreeing to enter into a hosting or exchange arrangement with your host family or your student (as applicable).

Although Our Student Exchange requires that users make certain warranties concerning the content they post, we do not endorse any user, or verify the accuracy of any information that any user may post via Our Student Exchange. Our Student Exchange does not conduct background checks on any of its users. You acknowledge and agree that you will exercise all due care and caution in selecting or entering into any hosting or exchange arrangement, and are solely responsible for such hosting or exchange arrangement.

As a user of Our Student Exchange, it is your sole responsibility to assess the accuracy of all opinions, advice, and other information provided or accessible via Our Student Exchange.

Disclaimer

By accessing and using Our Student Exchange, you assume all risks associated with such access and use. Please note that as there are many factors beyond our control that may affect the performance or compatibility of Our Student Exchange with certain software

or hardware, we cannot promise that your use of Our Student Exchange will be uninterrupted or error or defect free or that errors or defects in Our Student Exchange will be corrected.

To the maximum extent permitted by law, we (and our directors, employees and agents) do not accept any liability for, and you agree to release us from any claim in relation to any loss, howsoever caused, suffered or incurred by you arising from your use of Our Student Exchange (including without limitation any consequential losses or damages) and any liability we owe is limited, to the maximum extent permitted under law, to the amount you paid to use Our Student Exchange, or (if we choose) us providing the service again.

While we use reasonable measures to ensure the accuracy and currency of data and information on its website, we are not responsible for the data and information supplied to or by users or third parties. We make no guarantee that the data on Our Student Exchange is accurate or current.

Users accept liability for any decision made or action taken in reliance on any information contained or omitted from the site. Users are solely responsible for any relationships with other users through Our Student Exchange.

Indemnity

You agree to indemnify, defend and hold us (and our directors, employees and agents) harmless from and against all claims, liabilities, losses or expenses (including reasonable legal fees on a full indemnity basis) that arise from:

- a student placement or exchange;
- activity which you engage in with or through our platform, our website or our services;
- any breach of these terms by you;
- any breach of any rights of a third party by you;
- any breach of any applicable law by you; or
- any transaction between you and another person that arises from or through Our Student Exchange.

Termination

We may suspend your access to our platform, our website and/or our services, or terminate our agreement with you and your access to our platform, our website and/or our services for any reason, including without limitation if we reasonably consider that you are in breach of any provision of these Terms. We may, at our discretion, terminate our agreement with you and your access to all or part of our platform, our website and/or our services without the need to provide reasons.

Feedback and reporting misconduct

We encourage all users to report any misconduct experienced while using Our Student Exchange by contacting us.

Further information

If you have any questions about the terms or would like any further information, please contact us.