

LEGAL

CONTENTS

1. [Terms of Use](#)
2. [Privacy Policy](#)
3. [Disclaimer](#)

Terms of Use

Last Modified: 23rd November 2015

These Terms of Use ("Terms") govern your ("you" or "your") use of www.onlinemodelcourse.com website ("Site"), which is owned and operated by Australian Academy of Modelling Pty Ltd ("Company," "we," "us," "our"). If you don't agree with these Terms, please do not use the Site.

User Accounts

You must be over the age of 13 to register with the Site. You also agree to provide true, accurate and complete registration information when you create a user account.

Changes to Terms

We may change the Terms from time to time. The most recent version of the Terms will be posted on the Site and replace any prior versions. Your continued use of the Site following the posting of these changes will constitute acceptance of such changes. We also reserve the right to modify the content or access to any feature of the Site at any time.

Privacy

Your use of the Site is governed by Company's Privacy Policy, which is incorporated herein.

Communication Preferences

If you register with the Site, you consent to receiving service messages relating to your account, such as payment confirmations, account verifications and transactional notices. You also consent to receiving other communications from us, such as newsletters, special offers, announcements and surveys, which you may opt out of by clicking on the "unsubscribe" links contained therein.

Geographic Restrictions

You may not be able to access all or some of the content and services of the Site outside of Australia, and such access may not be legal by certain persons or in certain countries. If you access the Site from outside Australia, you are responsible for compliance with local laws. You represent and warrant that (i) you are not located in a country that is subject to Australian Government embargo, or that has been designated by the Australian Government as a "terrorist supporting" country, and (ii) you are not listed on any Australian Government "watch list" of prohibited or restricted parties.

Subscription and Billing

Paid Subscription

You may access the subscription-only features of the Site by signing up for a paid subscription. Only one person may use the user name and password associated with a subscription account. You will be required to provide a current, valid, accepted method of payment ("Payment Method") to start watching the online topics and / or course(s).

Price Changes

We reserve the right to change pricing for subscriptions or any components thereof in any manner and at any time as we may determine in our sole discretion. Subject to these Terms, any price changes will take effect following email notice to you and changes of price on the site.

No Refunds

PAYMENTS ARE NONREFUNDABLE AND NO REFUNDS OR CREDITS WILL BE GIVEN FOR PARTIAL OR INCOMPLETE USE. We reserve the right, in our sole discretion, to provide refunds, discounts or credits to subscribers on one or more instances without obligation to do so in the future. If any, or all of the features of the Site are temporarily unavailable, you will not receive a refund.

Cancellation

You may cancel your subscription to the Site at any time by logging into your account and following the instructions for cancellation. You will not receive a refund or credit for your current bill.

Third Party Materials

The Site may display, include or make available third-party content (including data, information, applications and other products services and/or materials) or provide links to third-party websites or services, including third-party advertising ("Third Party Materials"). You acknowledge and agree that Company is not responsible for Third Party Materials, including their accuracy, completeness, timeliness, validity, copyright or trademark compliance, legality, decency, quality or any other aspect thereof. Company does not assume and will not have any liability or responsibility to you or any other person or entity for any Third Party Materials. Third Party Materials and links thereto are provided solely as a convenience to you and you access and use them entirely at your own risk and subject to such third parties' terms and conditions. Once you choose to link to another site, you should read and understand that site's privacy statement before disclosing any personal information.

Your Use of the Site

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Information and Press Releases

The Site contains information and press releases in connection with its content. While this information was believed to be accurate as of the date prepared, Company disclaims any duty or obligation to update this information or any press releases. Information about companies other than ours contained in the press release or otherwise, should not be relied upon as being provided or endorsed by us.

Content Posted on the Site

The Site may contain social networking components and interactive features (including but not limited to blogs, webinar chat groups, news groups, as well as, the display of content from linked third-party websites, which may allow you to submit, transmit or post information, including but not limited to audio recordings, video recordings, writings, and/or images. Company may monitor content posted on the Site, but Company is under no obligation to do so.

Limitation of Liability

TO THE FULLEST EXTENT ALLOWABLE UNDER APPLICABLE LAW, (A) IN NO EVENT SHALL COMPANY BE LIABLE TO YOU WITH RESPECT TO (1) USE OF THE SITE, CONTENT OR SERVICES OR (2) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE GREATER OF THE AMOUNT ACTUALLY PAID BY YOU, IF ANY, FOR THE SUBSCRIPTION SERVICES, AND (B) IN NO EVENT SHALL COMPANY BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE THE SITE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OR CORRUPTION OF DATA, BREACH OF PRIVACY OR SECURITY, TRANSMISSION OF PERSONAL DATA OR FAILURE OR MALFUNCTION OF YOUR DEVICE. YOUR SOLE REMEDY UNDER THESE TERMS IS TO CEASE USE OF THE SITE.

Warranty Disclaimer

EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, COMPANY DOES NOT MAKE AND COMPANY HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS WITH RESPECT TO THE SITE, CONTENT, AND SERVICES PROVIDED HEREUNDER OR OTHERWISE REGARDING THESE TERMS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TITLE, NON-INFRINGEMENT, FREEDOM FROM COMPUTER VIRUSES OR MALWARE, AND WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. COMPANY IS NOT RESPONSIBLE FOR THE ACTIONS OR INFORMATION OF THIRD PARTIES, AND YOU RELEASE COMPANY FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES. SOME STATES AND COUNTRIES, INCLUDING MEMBER COUNTRIES OF THE EUROPEAN ECONOMIC AREA, DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE LIMITATIONS OR EXCLUSIONS ABOVE MAY NOT APPLY TO YOU.

Limitation of Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OR SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Indemnification

You agree to defend, indemnify, and hold harmless Company and its employees, contractors, officers, directors and successors from any and all claims, suits, damages, costs, lawsuits, fines, penalties, liabilities, expenses (including attorney's fees and costs) that arise from your use or misuse of the Site, violation of these Terms or violation of any rights (including, but not limited to intellectual property rights, right of privacy, right of publicity, etc.) of a third party. Company reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate at your own expense in asserting any available defenses. The indemnification in this section extends to any allegations of copyright infringement, violation, or other law based on your importation, exportation, manipulation, modification, distribution, sale or other use of text, still images, or audio or video recordings.

Third Party Agreements and Additional Terms

You agree to comply with all applicable third party terms of agreement when using the Site. There may be additional terms and conditions that apply to portions of the Site and to any purchases on the Site or services, including, without limitation, invitations, sweepstakes, contests and the like. All such additional terms and conditions shall be a part of these Terms and are incorporated by reference herein and you agree to be bound by such additional provisions. In the event of a conflict between these Terms and any additional terms and conditions applicable to any portion or offering on the Site, such additional terms and conditions with respect to that portion or offering shall control.

Governing Law

These Terms are governed exclusively by the laws of the State of Victoria, without giving effect to its conflict of law rules. The parties further agree that the place of contract and performance of these Terms is Melbourne, Victoria, AUS.

Waiver/Severability

The failure of Company to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is for any reason held unenforceable or invalid, then these Terms shall be construed as if such provision were not contained in these Terms.

Arbitration

Any dispute, claim or controversy arising out of or related to these Terms or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be resolved by binding non-appearance-based arbitration. YOU AND COMPANY AGREE THAT EACH MAY BRING CLAIMS ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, the arbitrator may not consolidate more than one person's claims with your or Company's claims, and may not otherwise preside over any form of a class or representative proceeding.

Entire Agreement; Modifications

These Terms comprise the entire agreement between you and Company, and supersede any other agreement or discussion, oral or written, with respect to the subject matter of these Terms, and may not be changed except by a written agreement signed in hardcopy form by both parties. There shall be no application of any rule of construction against the drafter as you have had an opportunity to have these Terms reviewed by your counsel.

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Privacy Policy

Effective Date: 23rd November 2015

This Privacy Policy ("Policy") describes the privacy practices for www.onlinemodelcourse.com website (the "Site"), which is owned and operated by Australian Academy of Modelling ("Company" or "We"). This Policy applies only to information we collect on the Site. This Policy does not apply to information that we collect offline or on any other Company websites or apps, including websites you may access through this Site or you provide to or is collected by any third party. Our websites and these third parties may have their own privacy policies, which we encourage you to read before providing information on or through them.

Please read this Policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, do not use the Site. By using the Site, you agree to this Policy. This Policy may change from time to time. Your continued use of the Site after we make changes is deemed to be acceptance of those changes, so please check the Policy periodically for updates.

Children under the Age of 13

The Site is not intended for children under 13 years of age, and we do not knowingly collect personal information from children under 13. If we learn we have collected or received personal information from a child under 13 without verification of parental consent, we will delete that information. If you believe we might have any information from or about a child under 13, please contact us at enquiries@onlinemodelcourse.com

Information We Collect and How We Collect It

We may collect information from and about users of our Site directly from you when you provide it to us and/or automatically when you use the Site.

Information You Provide to Us

When you register with or use this Site, we may ask you to provide information by which you may be personally identified, such as name, postal address, e-mail address, telephone number, credit card number, geolocation, device identification number, or any other identifier by which you may be contacted online or offline ("personal information"), or that is about you but individually does not identify you.

This information includes: (i) Information that you provide by filling in forms on the Site. This includes information provided at the time of registering to use the Site, subscribing to our service, posting material, and requesting further services. We may also ask you for information when you enter a contest or promotion sponsored by us, and when you report a problem with the Site; (ii) records and copies of your correspondence (including e-mail addresses and phone numbers), if you contact us; (iii) Your responses to surveys that we might ask you to complete for research purposes; (iv) Details of transactions you carry out through the Site and of the fulfillment of your orders (note that you may be required to provide financial information before placing an order through the Site); and (v) Your search queries on the Site. You may be able to access features of the Site by using your Facebook or other social media accounts. Your privacy settings on your Facebook or other social media accounts, as well as the social media companies' respective privacy policies, will determine the personal and other information that may be shared with us when you access the Site.

Social Media Plug-ins

We may integrate social media application program interfaces or plug-ins ("Plug-ins") from social networks, including Facebook, Twitter, Instagram and others, into our Site. Plug-ins may transfer information about you to the Plug-in's respective platform without action by you. This information may include your platform user identification number, which website you are on, and more. Interacting with a Plug-in will transmit information directly to that Plug-in's social network and that information may be visible by others on that platform. Plug-ins are controlled by the respective platform's privacy policy, and not by our Policy.

Data Security

The safety and security of your information also depends on you. Where we have given you (or where you have chosen) a password for access to certain parts of our Site, you are responsible for keeping this password confidential. You should not share your password with anyone. Unfortunately, the transmission of information via the Internet and mobile platforms is not completely secure. Although we take reasonable precautions to protect your personal information, we cannot guarantee the security of your personal information. Any

transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures we provide.

Changes to Our Policy

We may update our Policy from time to time. Non-material changes will take effect immediately. If we make material changes, we will notify you by email (at the email address you have provided to us) and will also indicate as much at the top of this page. Material changes will take effect 30 days after such notice. We encourage you to review this Policy at least every 30 days to check for material changes.

Content and Services

The Company may provide you with access to products and services, and certain features, functionality and content accessible on or through the Site. Your access to and use of such Content and Services are governed by Company's Privacy Policy.

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BY PURCHASING THE COMPANIES' PRODUCTS AND / OR SERVICES YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND YOU UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE 13 YEARS OF AGE OR OLDER, OR OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS; (D) ACKNOWLEDGE ONLINE MODEL COURSE'S PRODUCTS AND SERVICES WILL NOT GUARANTEE YOUR SUCCESS IN THE MODELLING INDUSTRY AND / OR GUARANTEE YOU WILL BE SIGNED BY A MODELLING AGENT OR REPRESENTATIVE.

Online Model Course is declared an educational institution under s.10 of the Copyright Act 1968. This notice is published in accordance with s.10A(4) of The Act. The Independent College, 55 Education Street, Sydney NSW 2000

The institution declares that its principal function is the provision of courses of study or training for the following purpose: the preparation of people for a particular occupation or profession.

The Online Model Course's Advanced Diploma of Modelling is self accredited and only available to subscribers who purchase the Full Package. The Online Model Course's Advanced Diploma of Modelling will only be issued to the subscriber as an online PDF once the questionnaires are completed for all chapters and require (i) a minimum of 50%+ 'exam hurdle'. The subscribers name will be listed on the Online Model Course's Advanced Diploma of Modelling along with its date of completion. The Online Model Course's Advanced Diploma of Modelling's listed name cannot be changed or transferred to anyone else. The subscriber MUST be the user of the course.

Contact Information

Should you wish to contact Company with any questions, complaints or claims with respect to the Site, email Company at enquiries@onlinemodelcourse.com

Relevant Extracts of the Copyright Act 1968 s.10 An educational institution means

(aa) an institution at which education is provided at pre-school or kindergarten standard.

(g) an institution in relation to which there is in force a notice published under subsection 10A(4) that includes a declaration that the principal function of the institution is the provision of courses of study or training for one of the following purposes:

(i) general education

(ii) the preparation of people for a particular occupation or profession;

(iii) the continuing education of people engaged in a particular occupation or profession;

(iv) the teaching of English to people whose first language is not English;

(h) an undertaking within a body administering an educational institution of a kind referred to in a preceding paragraph of this definition in relation to which there is in force a notice published under subsection 10A(4) that includes a declaration that the principal function, or one of the principal functions, of the undertaking is the provision of teacher training to people engaged as instructors in educational institutions of a kind referred to in a preceding paragraph of this definition, or of 2 or more such kinds; or

(i) an institution, or an undertaking within a body administering an educational institution of a kind referred to in a preceding paragraph of this definition, in relation to which there is in force a notice published under subsection 10A(4) that includes a declaration that the principal function, or one of the principal functions, of the institution, or undertaking, is the providing of material to educational institutions of a kind referred to in a preceding paragraph of this definition, or to educational institutions of 2 or more such kinds, and that the activity is undertaken for the purpose of helping those institutions in their teaching purposes.

s.10A. (4) The body administering an institution may cause to be published in the gazette a notice that:

(a) sets out full particulars of the name and address of the institution;

(aa) sets out the principal function or principal functions of the institution or of an undertaking within the body administering the institution; and

(b) contains a statement to the effect that the notice is published for the purposes of this subsection

Copyright Agency is a signatory to the Code of Conduct for Copyright Collecting Societies (the Code). It is designed to ensure that the rights of all members and licensees are clearly stated, and that the operations of collecting societies are transparent and accessible.

The Code includes requirements for the Complaints Handling and Dispute Resolution procedures that collecting societies must follow. The Code and these procedures are available from Copyright Agency's website and on request.

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