



App-eLearn Website Terms and Conditions of Use

App-eLearn Pty Ltd (**App-eLearn**) is an end-to-end learning solutions provider that offers a platform for creators of content to generate educational content.

App-eLearn offers its services via its website app-elearn.com.au (**Website**). The service offered by App-eLearn is a platform for people to create training content (**Subscriber Content**). App-eLearn makes its services available to subscribers to the Website (**Subscribers**) on the following terms and conditions (**Subscriber Terms**).

Other terms and conditions

The following additional terms may also apply to your relationship with App-eLearn:

- App-eLearn Subscriber Terms of Use
- App-eLearn Privacy Policy
- App-eLearn Terms and Conditions of Sale.

Registering as a Subscriber

Any person who wishes to use the Website to generate Subscriber Content must register on the Website as a Subscriber and agree to the Subscriber Terms of Use as part of the registration process.

Once registered, Subscribers are not obliged to generate Subscriber Content. Registration as a Subscriber is required to access the Website for the purpose of generating Subscriber Content if the Subscriber chooses to do so.

By registering as a Subscriber and agreeing to these Subscriber Terms you acknowledge and agree that you are over the age of 18 year and your access to the Website and App-eLearn's services is subject to these Subscriber Terms.

App-eLearn Content and the Website

The Subscriber acknowledges and agrees that all material on the Website, including the design and layout, text, code, information, graphics, illustrations, photographs, video, music, sound,

trading names, service marks, logos, design, layout, downloads, pricing, products, and services (**App-eLearn Content**) is owned by or licensed to App-eLearn.

You must not reproduce, transmit, adapt, distribute, sell, modify, publish, or store App-eLearn Content for any purpose, other than:

- with the prior written consent of App-eLearn
- pursuant to the App-eLearn Terms and Conditions of Sale
- as permitted by law.

All rights of App-eLearn in the Content on the Website are reserved.

The App-eLearn name and logos are trademarks of App-eLearn.

Trademarks used on the Website to describe third parties and their products are trademarks of those third parties and you are not permitted to use them without the consent of those third parties.

Licence to use App-eLearn Content

Subject to the payment of Subscription Fees, Subscribers have access to App-eLearn Content.

Pursuant to these Subscriber Terms and the payment by the Subscriber of the relevant subscription fees, the Subscriber is granted a non-exclusive, irrevocable licence to use the App-eLearn for the purposes of generating the Subscribers own personalised training resources, being Subscriber Content.

Subscriber Content

The Subscriber is the author of the Subscriber Content and is the owner of any and all intellectual property rights in the Subscriber Content.

The Subscriber grants to App-eLearn a non-exclusive, perpetual, and irrevocable licence to use the Subscriber Content for non-commercial purposes including but not limited to improving App-eLearn's service offering and marketing App-eLearn's services.



The Subscriber agrees and warrants that the Subscriber Content will:

- be the Subscriber's own work and will not infringe the intellectual property rights of any third party
- not include inappropriate or defamatory material
- not include information or assertions that are false, inaccurate, misleading, or offensive.

Financial Transactions

All financial transactions are performed via the Stripe payment platform. All enquiries about financial transactions are to be directed to Stripe. App-eLearn is not liable or accountable for the financial processes conducted by Stripe.

Intellectual Property

When a Subscriber develops Subscriber Content on the Website the Subscriber grants to App-eLearn a non-exclusive, worldwide, irrevocable, royalty-free right to use the content for App-eLearn's own business purposes including but not limited to marketing and improving user experience.

The Subscriber warrants that any Subscriber Content they develop on the Website does not infringe the intellectual property rights of any third party.

The Subscriber indemnifies App-eLearn against any claims that Subscriber Content developed by the Subscriber on the Website infringes the intellectual property rights of any third party.

With the exception of Subscriber Content, all material on the Website, including the design and layout, text, code, information, graphics, illustrations, photographs, video, music, sound, trading names, service marks, logos, design, layout, downloads, pricing, products and services (App-eLearn Content) is owned by or licensed to App-eLearn.

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Privacy

Any information a Subscriber supplies to App-eLearn will be treated in accordance with App-eLearn's Privacy Policy.

Jurisdiction

These Subscriber Terms are governed by the law in force in Victoria Australia. The Subscriber irrevocably submits to the exclusive jurisdiction of the courts of Victoria and all courts of appeal from them, for determining any dispute concerning these Subscriber Terms.

Changes and updates to this policy

A version of the current Subscriber Terms will be available on the Website at all times. Upon amendments or any updates to the Subscriber Terms, App-eLearn will inform current Subscribers, who may continue with their subscription or cancel their subscription in accordance with these Subscriber Terms.

Enquiries

If you have any queries about our Website Terms and Conditions, please contact us at:

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