

## **HEA Member Obligations and Prohibitions for use of hea.edu.au email and Google Education Services**

V20190806

HEA Members agree to all of the Terms of Use and Conditions listed:

1. Gmail Accounts - Terms of Use - <https://policies.google.com/terms?hl=en>
2. Google Education -Agreement - [https://gsuite.google.com/intl/en/terms/education\\_terms.html](https://gsuite.google.com/intl/en/terms/education_terms.html)
3. Privacy and Security Centre -  
[https://edu.google.com/why-google/privacy-security/?modal\\_active=none](https://edu.google.com/why-google/privacy-security/?modal_active=none)
4. HEA Terms of Use - hea.edu.au email and related Google Apps:

The HEA Member agrees:

- That the HEA “Member” (“you”) is only entitled to the “Service” (an hea.edu.au email account and associated Google Education Apps) if you are a current financial member of the Home Education Association Inc, “HEA”. If your HEA membership lapses or is revoked, access to the hea.edu.au email account and Service will be suspended.
- “We”, the HEA Management Committee and Office Bearers have the right to revoke the use of the Service at anytime without explanation.
- Not to use the Service in a manner or for a purpose that violates the rights of another, including but not limited to the intellectual property rights of another.
- Not to include in any communications sent or posted via the Service, any harassing, discriminatory, libellous, privacy invading, abusive, threatening, harmful, vulgar, obscene, torturous, racist or otherwise objectionable material of any format (including without prejudice, text, photos or images).
- Not to use the Service in a manner that may transmit a malicious file, 'Virus', 'Worm', 'Trojan Horse' or other hostile program or software.
- Not to transmit 'junk mail', 'spam', 'chain letters', or unsolicited mass distribution of marketing or other materials or communications including (without limitation) those connected to pyramid selling schemes

- Not to resell, rent or hire any content of the Service (specifically any information contained in any directory), or use of, or access, to the Service
- Not to use the Service for commercial use (although emails seeking educational products and related to conducting your child's education are permitted).
- Not to use the Service for financial profit (ie conducting a business).
- Not to impersonate any other person, while using the Service
- Not to use the service as if you represent or speak for the HEA, Inc.
- Not to use the service in any manner which violates any city, state, national or international law or regulation or which fails to comply with accepted Internet protocol
- Furthermore, we reserve the right, without obligation, to reject or remove any communication, profile or other material that does not comply with the letter or spirit of these Terms and Conditions.

## Password Security

The Member is responsible for the security and protection of their password. This includes selecting a password that is sufficiently difficult to crack (i.e. of sufficient length and including non-alphabet characters). Members are advised against telling anyone their password. The Member must notify the Service Provider if they suspect that their account has been compromised. Members can get help from the HEA Committee to reset passwords if necessary.

In very rare cases members may request that the Service Provider access their account with their password. In doing so members agree to indemnify the HEA, Inc and the Committee Members against any and all losses or damages that may result from such access. Afterwards, the Member must change their password.

## Misuse Damages

We will immediately terminate any account which we believe, at our sole discretion, is transmitting or is otherwise connected with any deliberate sending of malicious software, spam or other unsolicited bulk email. You agree to pay us actual damages; to the extent such actual damages can be reasonably calculated.

## Member Profiles

The HEA requires you to provide correct information about yourself within your Membership application (HEA Database). This means your legal name and current contact information. We are

not (and cannot be) responsible for the accuracy of information posted by Members about themselves during Registration and will not (and cannot be expected to) verify all such information.

The Member warrants to keep up to date the information pertaining to them in any provided profile function and to update it when changes occur. .

## Content Uploaded by Members

We do not claim ownership of content you submit, or make available, for inclusion on the Service. However, with respect to content you submit or make available for public or shared access on the Service, you grant the HEA world-wide, royalty free and non-exclusive licence(s) to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such content on the Service solely for the purpose for which such content was submitted or made available. This licence exists only for as long as you elect to continue to include such content on the Service and will terminate at the time you or we remove such content from the Service.

## Competitions and Promotions

By participating in any competition or promotion that we or the Service Provider run you agree that we may publish and use your personal details in the event that you are a winner or recipient of a prize. By participating you agree to the terms and conditions specific to that event.

## Service Level

We do not make any representations or warranties regarding the reliability of the Service. Whilst reasonable efforts will be made to ensure the continuous operation and availability of the Service, we do not guarantee the continuous operation of the Service and from time to time the Service may not be available. The Service Provider will, from time to time, suspend the Service to carry out technical maintenance and, when possible, will make every effort to give sufficient warning about such downtime by posting an announcement on the main website. We are not liable for any loss or inconvenience, of any nature whatsoever incurred or sustained by any Member due to the disruption, discontinuation or unavailability of the Service at any time. Each Member uses the Service and the internet in general at their own risk.

## Storage

Whilst the Server Providers have in place to increase the safety and reliability of users' data, we shall not be responsible for storing any information or materials on a Member's behalf. The

Member is advised to maintain backup copies of their important data. We accept no liability for any loss caused by Member data being lost, corrupted or temporarily unavailable.

You are expressly prohibited from storing any content in your account that is illegal. This includes but is not limited to: copyrighted material for which you do not hold a licence, illegal images and malicious software such as trojans, viruses or worms. The Member must never upload such content and must immediately delete any emails containing such content, although the prior forwarding of such emails to investigative bodies is permitted.

We assume no responsibility for the deletion or failure to store, deliver or deliver messages timely. Without limiting the foregoing, the Service Provider may, from time to time and without notice, set limit(s) on the number of recipients and the size and number of messages a member may send, store, or receive through the service, and the Service Provider retains the right to delete any E-mails above such limit(s) as well as to deactivate any account which is over such limit(s) without any liability whatsoever, and User hereby releases the Service Provider from any such liability. Any notice provided by the Service Provider to Users in connection with such limit(s) shall not create any obligation to provide future notification regarding any change(s) to such limit(s).

We are not obliged to monitor your usage and accept no responsibility for loss of data, or other restrictions. It is the Member's responsibility to clean out unwanted emails and content from their accounts periodically.

We reserve the right to delete any material from your account if it is deemed illegal by us or if we have received proper instruction from a Court of Law to do so.

## Pricing and Payment

The price of Membership which includes the Service shall be as published within the Website and may change from time to time. The published price relates to services bought at the time only and the HEA does not guarantee that those prices will be available to the Member in respect of Services purchased in the future.

We reserve the right from time to time to change the price of Membership and the Services. Such changes will be posted to the Website and billing systems. Such changes will not affect the then-current Membership or paid-for services but will apply when membership is due for renewal or a further upgrade is purchased.

Payment should normally be made to the HEA by credit or debit card on-line via the online billing system. The Member warrants that they have full authority to use that card and sufficient credit limit or funds to cover the charges.

Members will be reminded via email to their account that payment is due and any instructions, terms or other detail within that email, including but not limited to amount, payment methods, surcharges, deadlines and late payment terms, will apply.

The Member must pay the HEA the full price for Membership in order to keep the Service active.

Payment from the Member to the HEA will be deemed to be made when the HEA has received cleared funds from the Member in respect of the full amount outstanding.

All monies paid by the Member to the HEA are non-refundable.

### Third Parties and Linked Sites

The Service may contain links or connections to other web-sites or services provided by parties other than the HEA. The provision of links or connections to such parties by the Service does not imply any endorsement of the material provided or any association with their owners or operators. We accept no liability or responsibility for material published or services offered by any such party. The Member is responsible for reviewing and accepting the Terms of service at any linked website.

### Limitation of Liability

We shall not be liable to any Member or any other person for loss or damage incurred or sustained by them of any nature, howsoever arising. Without prejudice to the generality of the foregoing:

- we shall not be liable to any Member or any other person for loss of profit, revenue, business or contracts, direct, indirect, punitive or consequential loss or damage however arising, including loss or damage arising from fraud or negligence even if such loss or damage was foreseeable and / or brought to our attention.
- we shall not be responsible for verifying information supplied by Members or Users within the Service. We do not represent or guarantee the truthfulness, accuracy, or reliability of communications posted by Members or Users nor do we monitor or screen every part of the Service, or endorse any opinions expressed by Members and Clients. We accept no liability for

loss arising to Members as a result of reliance placed by them on information supplied by other Members.

- we shall not be liable for any loss sustained by a Member as a result of the misuse of the Service, or the misrepresentation or other breach of these Terms and Conditions by another Member.
- we shall not be liable for any loss sustained by a Member as a result of matters beyond our reasonable control.
- we do not represent or warrant that the Service will be uninterrupted or error-free, that defects will be corrected, or that the Service or the Server Providers that makes it available, are free of viruses or other harmful components. We do not warrant or represent that the use or the results of the use of the Service or the materials made available as part of the Service will be correct, accurate, timely, or otherwise reliable.
- You specifically agree that we shall not be responsible for unauthorized access to or alteration of your transmissions or data, any material or data sent or received or not sent or received, or any transactions entered into through the Service. You specifically agree that we are not responsible or liable for any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights. You specifically agree that we are not responsible for any content sent using and/or included in the Service by any third party.
- Notwithstanding nor diminishing the terms contained herein, the maximum liability that we will accept towards any Member shall be limited to the amount paid by that Member to the HEA in respect of the Member's current period of Membership.

## Indemnities

User agrees to indemnify and hold the HEA and the HEA Management Committee harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of User's use of the Service, the violation of the Agreement by User, or the infringement by User, or by any other user of the Service using User's computer, of any intellectual property or other right of any person or entity, or as a result of any threatening, libellous, obscene, harassing or offensive material contained in any User communications.

## Disclaimer of Warranty

WE EXPRESSLY DISCLAIM ANY WARRANTY FOR THE SERVICE. THE SERVICE IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE ENTIRE RISK AS TO THE PERFORMANCE OF, OR ARISING OUT OF, THE USE OF THE SERVICE IS BORNE BY USER. WE MAKE NO WARRANTY REGARDING ANY GOODS, INFORMATION OR SERVICES PURCHASED OR OBTAINED THROUGH THE USE OF THE SERVICE. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THE AGREEMENT.

## Copyright and Trademark Notices

All source code, executable code, page designs and other copyrightable material (unless otherwise stated) are under Copyright and are used by our subsidiaries under licence. All rights reserved.

## Termination/Suspension

The Member can terminate their Membership at any time by contacting us via email to the HEA's Secretary at [secretary@hea.edu.au](mailto:secretary@hea.edu.au) or [contact@hea.edu.au](mailto:contact@hea.edu.au)

We have the right to terminate or suspend the Service (email and Apps), without notice and effective immediately, of any Member who breaches any part of these Terms and Conditions, if such action would be deemed necessary to protect the interests of the Service and its members, or if required to do so by law.

If the Member cancels or withdraws their membership part way through a subscription period for which the Member has paid, or if we properly terminates the Member's Service, the Member shall not be entitled to any refund by the HEA in respect of their Membership subscription..

In the event of a termination or suspension of Service, we shall have no obligation to maintain any content in your account or to forward any unread or unsent messages to you or any third party.

## Severability

If any provision or part of these Terms and Conditions shall at any time be held to be void, invalid or unenforceable, such provision shall be construed as severable and shall not in any way affect or

render void, invalid or unenforceable any other provision of this Agreement, and this Agreement shall be carried out as if void, invalid or unenforceable provision were not part of this Agreement.

## Headings

The headings in this agreement are present solely for readability and are not to be used in the interpretation of any clause.

## Modification

We reserve the right at our discretion to change, modify, add or rename any part of these Terms and Conditions at any time, and your continued use of the Service after any such changes are clearly posted on the Website indicates your acceptance of those changes. It is the Member's responsibility to regularly review the news section of the website to keep up to date with any changes to the Terms and Conditions.

We may, at any time, and without notice to the Member, make changes to the Website or the Service we provide, or make inconsequential editions that do not change the meaning of the content (such as to correct typographical or layout errors) in any Agreements.

## Entirety

These Terms and Conditions constitute the entire agreement between you, the Member and us. The Member acknowledges that he or she has relied on no other warranty or representation, oral or written, made by us at any other time other than those specifically referred to in these Terms and Conditions.

## Law and Jurisdiction

This Agreement and these Terms and Conditions shall be governed and construed in accordance with NSW Australian law.

## General Reservation

Any rights not expressly granted herein are reserved.