

By accessing, using or otherwise using the www.top.edu.au website ("Site"), you agree to accept and comply with these terms of use. Top Education Group ("TOP" or "we") reserves the right, at TOP's sole discretion, to amend these terms and conditions ("Terms of Use") and this Site at any time without notice. Any subsequent access to, or use by you of, this Site will constitute an acceptance of these modifications.

This Site is operated by TOP and all information contained on this Site is owned by TOP.

The TOP Privacy Policy which describes how we handle your personal information, forms part of these Terms of Use.

1. Use of this Site

Personal use only

Apart from any fair dealing for the purpose of private study, research, criticism or review, as permitted under the Copyright Act 1968 (Cth), you may only use the information on this Site for your own personal reference and reproduce such information for your personal use.

Software

If you download any software from the Site, the software (including any files and/or images incorporated in or generated by the software) and data accompanying the software (collectively, the "Software"), TOP grants a licence to you to use the Software. You must not sell, distribute, decompile, reverse engineer or otherwise deal with the Software in a like manner.

Prohibited use

Other than as set out above and unless we provide our prior written consent, you must not distribute or transmit information on this Site to any other person or incorporate such information, in any way, into another document or other material.

2. Consent to electronic delivery of documents

Where TOP is required, by law or otherwise, to provide you with a document, you consent to the provision of that document electronically through the links on this Site. We suggest that you print a copy of the document, or file it electronically, for future reference.

3. Communication facilities, including social media channels

This section 3 governs your use and access to:

- bulletin boards, chat rooms, forums, hubs, blogs and other communication facilities available on or through the Site; or
- our social media channels and platforms (including facebook, instagram and twitter), (together, the “Communication Facilities”).

What we expect from you when using the Communication Facilities

When accessing and using the Communication Facilities, you must not:

- post, communicate or transmit any unlawful, criminal threatening, abusive, defamatory, libellous, contemptuous, obscene, vulgar, pornographic, profane, indecent or inappropriate material including any material that would materially and adversely affect the reputation of TOP. TOP may decide at its sole discretion whether any material is "inappropriate";
- post, communicate or transmit material which violates or infringes the rights of any other person or party or infringes any law; interfere with the computer systems which support the Communication Facilities, overload a service, engage in a denial-of-service attack, attempt to disable a host or inhibit or restrict any other user from using the Communication Facilities;
- post, communicate or transmit any file which contains viruses, worms, “trojan horses” or any other harmful, contaminating or destructive features;
- access or attempt to access information resources you are not authorised to use;
- impersonate or falsely represent your association with any person or organisation or otherwise provide false or misleading information;
- attempt to modify, adapt, translate, sell, reverse engineer, decompile or disassemble any portion of the Site, including the use of automated tools;
- post, communicate or transmit or use any material of any kind for commercial purposes, or which contains any promotional material or advertising;
- delete, circumvent or alter any author attribution, legal notices, rights management information or technological protection measures; or
- post, download, communicate or transmit any file or material posted by another user if you know, or reasonably ought to know, that the file or material cannot legally be downloaded or communicated in that manner.

Our right to moderate the Communication Facilities

We welcome all your views, both positive and negative, but it will sometimes be necessary to moderate (review, approve or remove) content without your prior agreement on TOP's Communication Facilities. The decision to moderate content will be at TOP's absolute discretion but may be based on the factors including, but not limited to acting contrary to “What we expect from you when using the Communication Facilities” (set out above).

We may also block users from the Communication Facilities at our sole discretion, unless we are not otherwise allowed to (for example, if a social media channel does not allow us to do so).

4. Links

One of the services that the Site provides is access to other sites on the internet via hyperlinks located on the Site ("Linked Sites"). While TOP has used reasonable endeavours to review the Linked Sites, TOP is not responsible for the accuracy, legality, and decency of material or copyright compliance of Linked Sites.

Links to the Linked Sites are provided for convenience only and do not represent any endorsement by TOP of the products or services offered by the website owner.

5. Disclaimer

All information contained on this Site is given in good faith and has been derived from sources believed to be accurate and reliable at the time it was sourced. TOP will use reasonable efforts to update the Site regularly. However, TOP makes no representation as to the accuracy, currency or completeness of any information on the Site (including information incorporated by reference). It is general information only and should not be considered as a comprehensive statement on any matter and should not be relied upon as such.

The materials in this Site are provided "as is" and without warranties of any kind either express or implied to the fullest extent permissible pursuant to applicable law. TOP disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose.

Neither TOP nor any of their directors, employees and associates guarantees the security of this Site:

- gives any warranty of reliability or accuracy of this Site;
- accepts any responsibility arising in any other way including by reason of negligence for, errors in, or omissions from, the information on this Site; or
- accepts any liability for any loss or damage, however caused, as a result of any person relying on any information on the website or being unable to access this Site.

This disclaimer is subject to any applicable contrary provisions of the Competition and Consumer Act and the Australian Securities and Investments Commission Act.

You are responsible for assessing the accuracy of the content of this Site and rely on any information at your own risk.

6. Indemnity

You agree to indemnify TOP and keep TOP indemnified against all actions, claims, costs, demands, damages or liability arising in any manner from a breach by you of these Terms of Use.

7. Governing law and jurisdiction

These Terms of Use are governed by the laws of New South Wales, Australia. The parties submit to the jurisdiction of the courts of New South Wales, Australia.