

MONASH STUDY APP - TERMS OF USE

IMPORTANT: PLEASE READ CAREFULLY. This is a legal agreement between you and Monash University (ABN 12 377 614 012) of Wellington Road, Clayton, Victoria, 3800, Australia regarding use of the Monash Study mobile application (the "**Application**").

In this agreement, "**you**" and "**your**" means any person who downloads or uses the Application. If you are under 18 years of age or the age of majority in your jurisdiction, whichever is older, you must make sure that your parent or legal guardian reads and agrees to this agreement and references to "you" or "your" in this agreement include your parent or legal guardian.

BY DOWNLOADING OR USING THE APPLICATION, YOU WILL BE ASSUMED TO HAVE ACCEPTED THESE TERMS. IF YOU DO NOT WISH TO ACCEPT THESE TERMS, YOU MUST NOT DOWNLOAD OR USE THE APPLICATION.

1. **Your student account.** To use the Application, you must have a current and valid Monash University account. You need to download the Application from the App Store on iOS or Google Play store on Android and proceed to login with your Monash account to activate the Application and use its features and you warrant that the account details you provide to us through the Application are your own account details. You acknowledge that Monash University may take such steps as it is able to take to verify the information provided. If Monash University considers (in its sole discretion) that any of that information cannot be verified, Monash University reserves the right to terminate your access to the Application. You indemnify Monash University from and against any and all liability arising from its use of or reliance upon the information supplied by you.
2. **Licence.** Subject to your compliance with the terms of this agreement, Monash University grants you a royalty free, non-exclusive, non-transferrable, limited licence to use the Application on a device that you own or control for your personal, non-commercial use. You must not use the Application for any other purpose, or do any of the following:
 - (a) use the Application in a manner contrary to any documentation or instructions published by Monash University from time to time (including Monash University's [Information Technology Acceptable Use Policy](#));
 - (b) copy, distribute, sell, rent or modify the Application;
 - (c) reverse engineer, decompile, disassemble or otherwise derive or attempt to derive the source code of the Application (except to the extent permitted by non-excludable applicable law), or tamper with the Application in a way that disables, circumvents, or otherwise defeats any protection mechanisms within the Application;
 - (d) operate the Application for the benefit of, or sublicense the Application to, any other person, whether as an online service, outsourced service, comparison service or otherwise;
 - (e) remove, alter or add to any trade mark or copyright notice or similar marking within the Application; or
 - (f) extract any data from any of the databases used by or forming part of the Application, or resell or distribute that data in any way.
3. **Content.** THE INFORMATION AND MATERIAL DISPLAYED THROUGH THE APPLICATION IS PROVIDED FOR GENERAL INFORMATIONAL PURPOSES ONLY. WHILE CARE HAS BEEN TAKEN IN CREATING THE APPLICATION, MONASH UNIVERSITY DOES NOT WARRANT OR REPRESENT THAT ANY INFORMATION OR MATERIAL DISPLAYED THROUGH THE APPLICATION IS ACCURATE, COMPLETE, UP TO DATE OR SUITABLE FOR ANY PURPOSE OR THAT ALL FEATURES OF THE APPLICATION WILL BE AVAILABLE IN ALL JURISDICTIONS .
4. **Your Privacy.** You agree that the University will handle all personal information processed through the Application in accordance with the [Student Data Protection and Privacy Collection Statement](#) for students in Australia and for students in Malaysia, the [Personal Data Protection Notice](#). For more information about Data Protection and Privacy at Monash University please see our [Data Protection and Privacy Procedure](#). Where you provide the personal information of others to the University (e.g. emergency contact details), you warrant that you have obtained the consent of those individuals.

5. **Security.** You must keep your student account details, including your username, password or any other codes or other information that you use to log in to Monash University's computer systems as part of your use of the Application ("**Log In Details**") secure and confidential. If you believe that your Log In Details have been compromised, you must notify Monash University in writing immediately through the contact form provided at [Contact us | eSolutions](#), or change them using the account management functions Monash University makes available to you for that purpose. Monash University is entitled to assume that any person gaining access to the Application or Monash University's computer systems using your Log In Details is you, and you will be responsible for what that person does while using your Log In Details, unless you have given Monash University reasonable prior notice that your Log In Details have been compromised and new details have not yet been allocated to or selected by you. You must make sure that your computer systems are protected by up to date anti-virus software and take all reasonable steps to prevent any malicious software (such as "viruses", "worms", "cancelbots", "trojan horses", "phishers", "bombs", "trapdoors", "spyware" or other software, data or routines designed to disrupt or provide unauthorised access to systems or data) from being uploaded to Monash University's systems.
6. **Limits on service.** This agreement does not require Monash University to implement or install the Application for you or to provide any maintenance or other services in respect of the Application. Monash University reserves the right at any time to change, remove or discontinue any feature or function of the Application, or all or any part of the Application, either temporarily or permanently, with or without notice to you. From time to time Monash University may issue updates which add, modify and/or remove features from the Application. These updates may be applied automatically with or without notice to you. The terms of this agreement will govern any updates provided by Monash University, unless the update is accompanied by separate terms and conditions in which case those terms and conditions will apply.
7. **Responsibility for Telecommunications.** You acknowledge that the Application requires an active connection to the internet or a mobile telecommunications network to operate fully, and will cause the device through which you gain access to the Application to transmit and receive data. You agree that:
 - (a) while Monash will make the Eduroam service available to you on campus, Monash University is not responsible for providing you with any telecommunications service or wifi network, and the relevant telecommunications service provider or wifi network operator is responsible for any issues associated with that service; and
 - (b) you must comply with the terms of any agreement with the relevant telecommunications provider or wifi network operator when using the Application and are responsible for all data and other charges payable to any telecommunications service provider in connection with the use of Application.
8. **Intellectual Property.** The names, icons, words, titles, phrases, logos, trade marks or service marks, graphics or designs and other content (together, the "**Intellectual Property**") displayed on or through the Application are Monash University's property or the property of other parties and may be registered or unregistered trade marks and/or protected by intellectual property laws. Nothing contained in this agreement or the Application should be taken as a right to use any Intellectual Property without Monash University's written permission or the permission of the relevant third party. Monash University reserves the right to enforce its intellectual property rights through civil proceedings.
9. **Third party websites and third party terms of use.** The Application may cause the device through which you gain access to the Application to display URLs or links to websites not controlled by Monash University. Those URLs or links are provided for convenience only and may not be current. Providing a URL or link should not be construed as an endorsement or approval of the third party website by Monash University, and Monash University is not responsible for the content of third party websites. You should review the applicable third party's terms and policies, including privacy and data collection practices of any website to which navigate. The Application may also link to certain services that are provided by third parties in accordance with their own terms of use (e.g. payment services are provided by Braintree). You will be presented with these terms of use at the point where you may choose to engage with those services.
10. **Disclaimers and liability of Monash University.** TO THE EXTENT PERMITTED BY LAW, MONASH UNIVERSITY DOES NOT WARRANT NOR REPRESENT THAT USE OR POSSESSION OF THE APPLICATION WILL NOT INFRINGE THE RIGHTS OF THIRD PARTIES, THAT THE APPLICATION WILL MEET YOUR REQUIREMENTS OR OPERATE IN AN UNINTERRUPTED OR ERROR-FREE MANNER, OR THAT THE APPLICATION WILL BE COMPATIBLE OR INTEGRATE WITH YOUR COMPUTER SYSTEMS. ALL WARRANTIES WHICH WOULD OTHERWISE BE IMPLIED INTO THIS AGREEMENT ARE EXCLUDED AS FAR AS PERMITTED BY LAW. NOTHING IN THIS AGREEMENT EXCLUDES, RESTRICTS OR MODIFIES ANY RIGHT OR REMEDY, OR ANY GUARANTEE, WARRANTY OR OTHER TERM OR CONDITION, IMPLIED OR IMPOSED BY ANY LAWS THAT CANNOT LAWFULLY BE EXCLUDED OR LIMITED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MONASH UNIVERSITY'S LIABILITY FOR ANY FAILURE TO COMPLY WITH ANY SUCH RIGHT OR REMEDY, GUARANTEE, WARRANTY OR OTHER TERM OR CONDITION IS LIMITED (AT MONASH UNIVERSITY'S OPTION, AND AS DETERMINED BY IT) TO: (A) IN THE CASE OF GOODS, THE REPLACEMENT OF THE GOODS OR THE SUPPLY OF EQUIVALENT GOODS, THE REPAIR OF THE GOODS, THE

PAYMENT OF THE COST OF REPLACING THE GOODS OR OF ACQUIRING EQUIVALENT GOODS, OR THE PAYMENT OF THE COST OF HAVING THE GOODS REPAIRED; AND (B) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN.

EXCEPT AS SPECIFIED IN THIS CLAUSE 10, TO THE EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL MONASH UNIVERSITY BE LIABLE TO YOU OR ANY PERSON FOR ANY LOSS, DAMAGES, CLAIMS OR COSTS WHATSOEVER (WHETHER DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHERWISE) ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY USE OF THE APPLICATION, REGARDLESS OF HOW THEY ARISE (WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR ON ANY OTHER BASIS).

11. **Termination.** If you fail to comply with any term of this agreement, Monash University may terminate this agreement and your right to use the Application, by notice to you. Termination of this agreement will not affect any rights or liabilities you or Monash University have accrued up to that time. Upon termination of this agreement you must stop using, uninstall and destroy all copies of the Application in your possession or control.
12. **Changes to Terms of Use.** Monash University may amend this agreement by displaying an amended version of the Terms of Use within or when opening the Application, and you may be required to accept the amended version of the Terms of Use before you continue using the Application. Subsequent or continuing access to or use of the Application will constitute your acceptance of any amendments.
13. **General.** You may not assign, transfer or otherwise deal with the rights under this agreement without the prior written consent of Monash University. This agreement will be governed by and construed in accordance with the laws in force in the State of Victoria, Australia, and each party submits to the non-exclusive jurisdiction of the courts of that State. If any term of this agreement is held unenforceable or illegal for any reason, the agreement will remain otherwise in full force apart from that provision.
14. **Terms required by Apple.** This section applies where Application is suitable to be installed on Apple branded products (**Licensed Application**). In this section, "Apple" means Apple Inc., a California corporation with its principal place of business at One Apple Park Way, Cupertino, California 95014, USA, and "App Store" means an electronic store and its storefronts branded, owned and/or controlled by Apple or an affiliate of Apple through which licensed applications may be acquired.
 - (a) *Acknowledgement:* This agreement is concluded between you and Monash University, and not with Apple, and Apple is not responsible for the Licensed Application or the content thereof.
 - (b) *Scope of licence:* The licence granted to you for the Licensed Application is limited to a non-transferable licence to use the Licensed Application on any Apple branded products that you own or control and as permitted by the Usage Rules set forth in the Apple Media Services Terms and Conditions, except that the Licensed Application may be accessed, acquired, and used by other accounts associated with the purchaser via Family Sharing, volume purchasing or Legacy Contacts.
 - (c) *Maintenance and Support:* Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Licensed Application.
 - (d) *Warranty:* In the event of any failure of the Licensed Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Licensed Application to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Licensed Application.
 - (e) *Project Claims:* Apple is not responsible for addressing any claims you have relating to the Licensed Application or your possession and/or use of the Licensed Application, including product liability claims, any claim that the Licensed Application fails to conform to any applicable legal or regulatory requirement, and claims arising under consumer protection or similar legislation.
 - (f) *Intellectual Property Rights:* Apple will have no responsibility for the investigation, defence, settlement and discharge of any third party claim that the Licensed Application or your possession and use of the Licensed Application infringes that third party's intellectual property rights.
 - (g) *Legal Compliance:* You represent and warrant that (i) you are not located in a region that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" region, and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

(h) *Third Party Terms of Agreement:* You must comply with applicable third party terms of agreement when using the Licensed Application.

(i) *Third Party Beneficiary:* Apple, and Apple's subsidiaries, are third party beneficiaries of this agreement and, upon your acceptance of this agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this agreement against you as a third party beneficiary thereof.

Questions, complaints or feedback about the Application should be directed to Monash University at:

- Contact: <https://www.monash.edu/esolutions/contact>
- Telephone:
 - +61 3 9903 2777 (Australia)
 - +60 3 551 46200 (Malaysia)