

SUBSCRIPTION TERMS & CONDITIONS

Updated October 29th, 2018

1. ABOUT SUBSCRIPTIONS

- 1.1. The subscription program, including the learning management system (iTRAIN) and content therein, is operated by Intellitrain Solutions Pty Ltd (Intellitrain).
- 1.2. Australis College Pty Ltd (Australis) is engaged by Intellitrain to promote the subscription and provide support functions.
- 1.3. 'Content Only' subscriptions provide the member with access to a library of Faculty specific subjects. 'Content & Support' subscriptions provide the member with access to periodic live online sessions in addition to the subjects.
- 1.4. Your subscription is for your individual use only and log-ins details including your username and password must not be shared with any other person. If any misuse of login details is detected or suspected, including the concurrent use of your login details, your subscription may be terminated immediately without refund.
- 1.5. A Joining Fee is payable on initial subscription, and when restarting a previous subscription which has been expired for six or more months. There is no minimum subscription period and you cancel anytime in accordance with the Cancellation policy.
- 1.6. Some subjects include access to assessments mapped to nationally recognised units of competency. The cost of assessment is not included in the subscription and requires a separate enrolment with the relevant issuing RTO for a per subject Assessment Only fee.

2. PAYMENT

- 2.1. Intellitrain will process your subscription purchase as promptly as possible. Payment details must be verified before your subscription is activated. If the Joining fee and first month's payment is revoked you will be invoiced for that amount, payable within 5 business days.
- 2.2. We reserve the right to reject any subscription order at any time, or to cancel any subscription and revoke access if payments are in arrears or any misuse is suspected.
- 2.3. Subscriptions renew automatically every month in advance unless you cancel in accordance with the cancellation policy.
- 2.4. Payment is direct debited monthly in advance from your nominated Visa or Mastercard with a 1.5% surcharge levied by the payment gateway.
- 2.5. It is your responsibility to maintain valid payment details, to be managed through your Paywhirl account as established during the initial subscription purchase.
- 2.6. Unless specified otherwise in the Cancellation policy all payments and charges are non-refundable.
- 2.7. Fees or other payments in arrears may be referred to a credit agency for collection and credit rating reporting. Any fees or charges associated with this will be passed to the member.

3. PRICING

- 3.1. All prices, charges and fees are payable in AUD.
- 3.2. Intellitrain reserves the right to change prices and fees at any time. Existing subscribers will receive no less than 30 days' notice of any changes.
- 3.3. Price changes will take effect from your next billing date after the notice period.
- 3.4. If you do not wish to continue your subscription at the revised price, you may cancel your subscription before the end of your current direct debit pay cycle.
- 3.5. We reserve the right under special circumstances to enable free access or waive joining fees to our subscriber content. During this time subscribers will not be eligible for a refund.

4. THIRD PARTY FEES AND CHARGES

- 4.1. Australis is a licensed reseller for Intellitrain. All subscription billing is directly with Intellitrain.
- 4.2. When you use your subscription you may incur other additional charges such as telecommunications, data, service provider or banking fees. You are responsible for paying any additional charges.

5. MANAGING & MODIFYING YOUR SUBSCRIPTION

- 5.1. For account information refer to your PayWhirl account established on initial subscription, or contact intellitrainsolutions@outlook.com
- 5.2. You can upgrade from 'Content Only' to 'Content & Support', or downgrade from 'Content & Support' to 'Content Only' at any time via PayWhirl. Your access will adjust immediately on processing of your request, but your billing will not adjust until your next billing cycle. There is no refund for any portion of a billing period where a downgrade has been actioned.
- 5.3. Repeated upgrading and downgrading may be considered misuse and may result in cancellation of your subscription immediately and without refund.
- 5.4. There is no ability to suspend subscriptions however you can cancel and restart your subscription at any time. If you restart your subscription after a period of longer than 6 months since expiry another joining fee will be payable.

6. CANCELLATIONS

- 6.1. You can cancel your subscription at any time via your PayWhirl account.
- 6.2. When you cancel, you cancel only future charges associated with your subscription. You may notify your intention to cancel at any time, but the cancellation will become effective at the end of your current billing period.
- 6.3. Intellitrain reserves the right to suspend or cancel your subscription at any time in its absolute discretion. You would retain access to the end of your current billing period with the exception of cancellations due to misuse which are revoked immediately without refund.
- 6.4. Intellitrain will not accept responsibility for any amendment requests except those correctly actioned through PayWhirl or emailed to intellitrainsolutions@outlook.com

7. CONTENT

- 7.1. Intellitrain reserves the right to modify the content, inclusions, type and availability of any material within the faculty subscription at any time.
- 7.2. If any or all of our digital products are temporarily unavailable, you will not automatically be entitled to receive a refund. We reserve the right to issues refunds or credits at our sole discretion. If we issue a refund or credit, we are under no obligation to issue the same or similar refund in the future.
- 7.3. Whilst access to assessments for some subjects is included in the subscription, assessment is not included. To be assessed and receive feedback and formal recognition you will need to enrol in the desired subjects for a per subject fee. Such enrolments are direct with the RTO in accordance with their terms and conditions.
- 7.4. Some subjects mapped to formal training packages may require you to also have access to specified textbooks. Such access is organised by you at your own cost.

8. YOUR PRIVACY

- 8.1. You agree certain details including your name, address, email, date of birth, gender and phone number will be collected and stored by Intellitrain and Australis for the purpose of managing your subscription, communicating with you about your subscription and to notify you of any associated customer offers or benefits or future subscriptions, unless otherwise notified by you.
- 8.2. We will not make your details available to any other party with your express written consent, or unless compelled by law.
- 8.3. Information on how we handle your personal information is explained in the Intellitrain Privacy Policy and Australis College Privacy Policy.

9. DISCLAIMERS

- 9.1. You agree that any errors you make in entering your contact information and order details are your responsibility and Intellitrain is not liable for any consequences that may arise as a result of such errors or incorrect information.
- 9.2. To the extent permitted by law, Intellitrain and Australis are not liable to you for any loss or damage incurred by you in connection with your subscription, whether direct, consequential, special, and indirect or other loss or damage. In any event, our maximum liability to you is limited to the value of the subscription fees paid within the previous twelve months.

10. YOUR OBLIGATIONS

- 10.1. It is your responsibility to ensure sufficient cleared funds are in your account to allow payment in accordance with terms, and to update payment details if they change.
- 10.2. It is your responsibility to check your account statements to verify amounts debited from your account are correct and notify Intellitrain if you believe you are being billed incorrectly.
- 10.3. Intellitrain will not refund past subscription payments if you failed to correctly action PayWhirl or to notify Intellitrain directly to cancel the subscription.
- 10.4. Intellitrain will not refund past subscription payments if you fail to contact Intellitrain directly to report unexpected payments on your account within three months of those payments being made.

11. GENERAL

- 11.1. You agree all services and offers made by Intellitrain shall be deemed to be provided in Australia, notwithstanding your location, and the terms of such subscriptions, benefits and offers shall be governed exclusively by Queensland law, and the Courts of Queensland shall have exclusive jurisdiction to determine any such matters that may arise involving or alleged to involve Intellitrain.
- 11.2. You acknowledge Subscription Terms and Conditions may be modified by Intellitrain from time to time, including but not limited to terms relating to fees and charges, cancellation and modifying your subscription.
- 11.3. You will be notified of any changes to these Subscriptions Terms and Conditions via an announcement in iTRAIN or via email. You can also find Terms and Conditions on our website.
- 11.4. You acknowledge and agree you are entitled to purchase a subscription from Intellitrain for personal use only. You agree and acknowledge subscriptions cannot be exploited for any commercial purpose, including on-selling or otherwise making your subscription available to others.
- 11.5. Intellitrain may, at its sole discretion, offer multiple copy subscriptions to certain organisations. Such corporate subscriptions can be arranged by contacting intellitrainsolutions@outlook.com