

# Website Terms of Use Policy & Procedures

*(Standards for Registered Training Organisations  
2015 - Clause 8.5)*



## PURPOSE

Blue Dog Training has a Website Terms of Use policy which is designed to:

- Protect the business interests of Blue Dog Training, specifically copyright, intellectual property and reputation; and
- Manage user activity.

## PRINCIPLES

The principles which underpin this policy are, Blue Dog Training has:

- An obligation to adhere to relevant legislation and regulations; and
- A responsibility to set out the rules to all visitors to this website and individuals, organisations or other bodies students who want to use the website for the purposes of gathering information, training and assessment and other services.

## TERMS AND CONDITIONS – WEBSITE USE

(To be read by and agreed to by all visitors to and individuals, organisations or other bodies accessing and using the Blue Dog Training website)

### 1. Consent

The website - [www.bluedogtraining.com.au](http://www.bluedogtraining.com.au) – belongs to Blue Dog Training Pty Ltd a registered training organization (RTO # 31193). These terms of use apply to all visitors to this website and individuals, organisations or other bodies who access the website for the purposes of information, training and assessment and other services.

Navigation on the website and enrolment in any training product or other service through this website implies the acceptance of the Terms of Use outlined in this policy, without limitation or qualification.

Upon reading these Terms of Use visitors to this website and individuals, organisations or other bodies who access the website for the purposes of information, training and assessment and other services must immediately cease using this website if they do not agree to them.

### 2. Variations

Blue Dog Training Pty Ltd reserves the right to change these Terms of Use without prior notice.

Blue Dog Training may, at any time and at our discretion, vary these Terms of Use by publishing the varied Terms of Use on the Blue Dog Training Website as per the Blue Dog Training Changes to Agreed Services Policy & Procedures.

### 3. License to use

Blue Dog Training only grants a non-exclusive, royalty-free, revocable, non-transferable licence to use the Blue Dog Training website in accordance with these Terms of Use.

All other uses are prohibited without prior written consent from Blue Dog Training.

All visitors to the Blue Dog Training website and individuals, organisations or other bodies who access the website for the purposes of information, training and assessment and other services:

- do so at they own risk, and
- understand that Blue Dog Training cannot guarantee that access will be uninterrupted.

#### **4. Exclusion of competitors**

Individuals, organisations or other bodies are prohibited from using the Blue Dog Training website in any way that competes with the business and operations of Blue Dog Training.

#### **5. Personal use only - No commercial use**

The information, services and training products available from the Blue Dog Training website are for personal non-commercial use only.

Individuals, organisations or other bodies may not sell or resell any of the information services training products and services obtained from Blue Dog Training.

#### **6. Protection of personal data**

Blue Dog Training respects the privacy of personal data provide to it and is committed to protecting personal information.

By providing personal information to Blue Dog Training all visitors to this website and individuals, organisations or other bodies who access the website for the purposes of training and assessment consent to its collection, use, storage and disclosure in accordance with the Blue Dog Training Privacy Policy.

Management of the information provided to Blue Dog Training is as per the Blue Dog Training Student Records and Data Management Policy.

#### **7. Payment methods**

Blue Dog Training offers payments via Direct Deposit or Credit Card to ensure purchases of training, assessment and other services can be undertaken with total security and convenience.

#### **8. Prohibited conduct**

An individual, organisation or other body must not do or attempt to do anything: that is unlawful; prohibited by any laws applicable to the Blue Dog Training website, which Blue Dog Training would consider inappropriate; or which might bring Blue Dog Training or the Blue Dog Training website into disrepute, including (without limitation):

- (a) Anything that would constitute a breach of an individual's privacy (including uploading private or personal information without an individual's consent) or any other legal rights
- (b) Using the Blue Dog Training website to defame, harass, threaten, menace or offend any person
- (c) Interfering with any user using the Blue Dog training website
- (d) Tampering with or modifying the Blue Dog Training website, knowingly transmitting viruses or other disabling features, or damaging or interfering with the Blue Dog Training website, including (without limitation) using trojan horses, viruses or piracy or programming routines that may damage or interfere with the Blue Dog Training website
- (e) Using the Blue Dog training website to send unsolicited email messages; or
- (f) Facilitating or assisting a third party to do any of the above acts.

## 9. Account information

Each individual, organisation or other body which registers for and is issued a Blue Dog Training user account for the provision of training, assessment and other services must provide true, accurate and up-to-date information, supported by appropriate evidence of identity.

Refer to Section 6 of this document regarding the treatment of personal information, by Blue Dog Training.

Each individual, organisation or other body which registers for and is issued a Blue Dog Training user account for the provision of training, assessment and other services is responsible for ensuring the personal information they have provided is up to date. If and when, user account information changes Blue Dog Training must be notified as soon as possible.

## 10. Password Security

Each individual, organisation or other body which registers for and is issued a Blue Dog Training user account for the provision of training, assessment and other services is responsible for:

- The security and protection of the password, and
- Maintaining the confidentiality of the account and password and
- Taking all reasonable measures to prevent unauthorised access to the account, and
- All activities that occur under the account or password.

Each individual, organisation or other body which registers for and is issued a Blue Dog Training user account who has reason to believe that their password has become known to somebody else or is likely to be used in any way that is unauthorised by Blue Dog Training they should contact Blue Dog Training immediately.

If an individual, organisation or other body which registers for and is issued a Blue Dog Training user account forgets their password Blue Dog Training will reset the password on request. The new password will be sent to the email address, which the individual, organisation or other body specified when they registered.

## 11. Authenticity of training and assessment activities

As Blue Dog Training does not allow user accounts to be shared by users, any individual, organisation or other body which accesses the Blue Dog Training website to undertake training and assessment agrees to the following conditions:

- **They will not allow** another other individual, organisation or other body to undertake training and assessment activities on their behalf, that is the work submitted must be their own, and
- **They will not make** the Blue Dog Training resources, tools and products for training and assessment public, that is information must not be shared with an individual, organisation or other body which does not have their own Blue Dog Training user account, and
- **They will not present** the work - including photos of work undertaken for the purpose of the development of a Skills Profile - of another individual, organisation or other body as their own, and
- **They confirm** that all assessment activities which appear under their name are their own work and
- **They will not post** inappropriate documentation, including photos.

Activities such as those noted above will be investigated if identified by Blue Dog Training. The investigation will be as per the provisions of the Blue Dog Training Complaints and Appeals Policy and Procedures.

Evidence of undertaking any of the above activities could result in suspension of the individual's, organisation's or other body's access to their Blue Dog Training user account, and/or depending on the circumstances, termination of enrolment with Blue Dog Training as per Section 17 of the Blue Dog Training Student Handbook.

## 12. Description of website content

At all times Blue Dog Training endeavors to ensure that information on the website is correct at the time when the information is entered onto the website.

However, to the extent permitted by law Blue Dog Training does not warrant that the descriptions are accurate, complete, reliable, current or error free. Despite best efforts by Blue Dog Training, information may be out of date. In circumstances where this may happen Blue Dog Training will amend the information as soon as possible following identification.

## 13. Intellectual property rights

Unless otherwise indicated, Blue Dog Training owns or licences all rights, title and interest (including intellectual property rights) in the Blue Dog Training website and all the content.

An individual, organisation or other body must not:

- (a) Copy or use, in whole or in part, any website content
- (b) Reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any content to any third party; or
- (c) Breach any intellectual property rights connected with the Blue Dog Training website or content including (without limitation) altering or modifying any of the content, causing any of the content to be framed or embedded in another website or platform, or creating derivative works from the content.

## 14. Termination of user account

Completion of an account user's training and assessment activities with Blue Dog Training (or cessation for other reasons) will result in the de-activation of access to the associated user account.

Access to a user account can be reactivated at a later time if determined appropriate by Blue Dog Training, for example commencing further training.

## 15. Disputes

In the event of a dispute arising from or in connection to this Terms of Use the matter will be managed as per the blue Dog Training Complaints and Appeals Policy.

## 16. Contact information

The contact person for matters relating to this policy is Blue Dog Training Social Media and Web Site Administrator at [admin@bluedogtraining.com.au](mailto:admin@bluedogtraining.com.au)

## POLICY REVIEW RECORDS

Review Dates	Action
7 December 2021	Original policy developed