

# Practera Privacy Policy and Terms of Use

## Contents

[Plain English Version](#)

[Terms of Use Agreement](#)

[Practera Acceptable Use Policy](#)

[Privacy Policy](#)

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## In Plain English

Here's the high-level summary of what the rest of this document basically says in legal terms:

- Your data is your data, our data is our data.
  - We protect your data and only use it to deliver and improve the service.
  - People who need to see your data (mentors, educators, customer support) to deliver and improve the service are allowed to.
  - We don't give away or sell your data. When researchers we're working with look at data, it's anonymised.
  - Pretend your grandma is reviewing everything you put on our site - be nice and professional.
  - Don't hack us.
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## Terms of Use Agreement

Welcome. By using this platform managed by Intersective Pty Ltd, you are agreeing to comply with and be bound by the following terms of use. The intent of these terms of use is to facilitate an open learning environment. Please review the following terms carefully. If you do not agree to these terms, you should not progress any further, and/or communicate with your University program coordinator.

**1. Acceptance of Agreement.** You agree to the terms and conditions outlined in this Terms of Use Agreement ("Agreement") with respect to the program platform (the "Platform"). This Agreement constitutes the entire and only agreement between us and you, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Platform, the content, products or services provided by or through the Platform, and the subject matter of this Agreement. This Agreement may be amended at any time by us from time to time without specific notice to you. The latest Agreement will be posted on the Platform, and you should review this Agreement prior to using the Platform.

**2. Copyright.** The content, organization, graphics, design, compilation, magnetic translation, digital conversion and other matters related to the Platform are protected under applicable copyrights, trademarks and other proprietary (including but not limited to intellectual property) rights. The copying, redistribution, use or publication by you of any such matters or any part of the Platform, except as allowed by Section 3, is strictly prohibited. You do not acquire ownership rights to any content, document or other materials viewed through the Platform. The posting of information or materials on the Platform does not constitute a waiver of any right in such information and materials.

**3. Limited Right to Use.**

- i) The viewing, printing or downloading of any content, graphic, form or document from the Platform grants you only a limited, nonexclusive license for use solely by you for your own personal use and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works or other use.
- ii) No part of any content, form or document may be reproduced in any form or incorporated into any information retrieval system, electronic or mechanical, other than for your personal use (but not for resale or redistribution).

The above limitations do not apply to content for which you are the copyright owner or which you have a licence or right to use separately from under these terms.

If you are provided with a log-in, password or any other information which gives you access to restricted areas of the Platform, you will treat such information as confidential and not disclose it to any third party.

When using the Platform, you must always comply with the provisions of our [Practera Acceptable Use Policy](#) and accept that it is subject to change from time to time.

**4. Editing, Deleting and Modification.** We reserve the right in our sole discretion to edit or delete any documents, information or other content appearing on the Platform.

**5. Indemnification.** You agree to indemnify, defend and hold us and our partners, staff and affiliates (collectively, "Affiliated Parties") harmless from any liability, loss, claim and expense, including reasonable legal fees, related to your violation of this Agreement or use of the Platform.

**6. Nontransferable.** Your right to use the Platform is not transferable. Any password or right given to you to obtain information or documents is not transferable.

**7. Disclaimer and Limits.** All responsibility or liability for any damages caused by viruses contained within the electronic file containing the form or document is disclaimed. WE WILL NOT BE LIABLE TO YOU FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND THAT MAY RESULT FROM USE OF OR INABILITY TO USE OUR PLATFORM.

**8. Use of Information.** We reserve the right, and you license us, to the use of all information regarding Platform uses by you and all information provided by you in any manner consistent with our Privacy Policy for the purposes of providing our Service to you and improving it over time.

**9. Privacy Policy.** Our [Privacy Policy](#), as it may change from time to time, is a part of this Agreement.

**10. Links to other Web Sites.** The Site contains links to other Web Sites. We are not responsible for the content, accuracy or opinions express in such Web Sites, and such Web Sites are not investigated, monitored or checked for accuracy or completeness by us. Inclusion of any linked Web

Site on our Site does not imply approval or endorsement of the linked Web Site by us. If you decide to leave our Site and access these third-party Sites, you do so at your own risk.

**11. Use of Users Content.** We always use your user content in strict adherence with our [Privacy Policy](#) and take its security seriously. We will only use your user content to:

- make it available, as appropriate, to your collaborators such as team members, clients, mentors and course coordinators;
- analyse it to improve your performance;
- anonymise it for internal use only to improve our product and service offerings.

We will never use your personal information or any of your user content, without your explicit consent, to:

- sell or trade to marketing organisations or unrelated organisations for profit;
- use for marketing our services;
- share with people outside your class and program unless it is anonymised and/or aggregated;
- publish except in anonymised form;
- keep forever.

Any changes or improvements made to the platform or related services, or derivative products and services, are the sole and exclusive property of Intersective.

**13. Copyrights and Copyright Agents.** We respect the intellectual property of others, and we ask you to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide our Copyright Agent the following information:

(a) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;

(b) A description of the copyrighted work that you claim has been infringed;

(c) A description of where the material that you claim is infringing is located on the Platform;

(d) Your address, telephone number, and email address;

(e) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and

(f) A statement by you, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

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## Practera Acceptable Use Policy

This acceptable use policy sets out the terms and conditions under which you may use and interact with our platform [practera.com](https://practera.com), and all related websites including all sites accessible from domains ending in [practera.com](https://practera.com), [practera.app](https://practera.app) and any other domains which alias to Practera servers, and [www.intersective.com](https://www.intersective.com), including the related hardware and software services, application programming interface (API), network, and equipment on which these are stored and operate ("our site").

By browsing or interacting with our site in any way you agree to abide by all the policies pertaining to them including this acceptable use policy which supplements our [Terms of Use Agreement](#).

## **PROHIBITED USES**

You may use our site only for lawful purposes.

### **i) You may not use our site:**

- (a) In any way that breaches applicable local or international law.
- (b) To send, upload, download, or knowingly receive or reuse material which:
  - Is illegal;
  - Advocates or promotes illegal activity;
  - Contravenes local or international copyright;
  - Invades another person's privacy;
  - Contains or promotes sexually explicit or violent content;
  - Is used to impersonate another person, or misrepresents your identity or affiliations;
  - Is offensive, defamatory, threatening, or likely to upset, embarrass or harass another person;
  - Promotes discrimination based on sex, race, religion, sexual orientation, age, nationality or disability.
  - Gives the impression they emanate from us or another person if this is not the case.
- (c) For the purposes of transmitting any unsolicited advertising material or other form of solicitation (spam).
- (d) To knowingly upload any data or material which contains any form of computer virus, trojan horse, spyware, or software that will adversely affect with operation of our site or related hardware and software.

### **ii) You also agree that:**

- (a) You will not reverse engineer, duplicate or copy any part of our site for personal use, reproduction or re-sale, or any other use which contravenes our [Terms of Use Agreement](#).
- (b) You will not access without authority, interfere with, disrupt or copy:
  - Any part of our site;
  - Any data contained on our site;
  - Any software used in the provision of our site.

## **ACTIONS AND REMEDIES**

It is with our absolute discretion that we will decide whether or not you have breached this acceptable use policy. When we determine that such a breach has been made, we will take whatever action we deem appropriate, which may include, but is not limited to, one or all of the following actions:

- Issue of a warning.
- Immediate, and temporary or permanent withdrawal of your right to use the site.
- Notification of your employer, university, or place of learning.
- Legal proceedings against you, your employer, or place of learning, for reparation of costs (including legal costs) resulting from the breach.
- Referral, and disclosure of your information, to law enforcement authorities as we deem appropriate.

## CHANGES TO THE ACCEPTABLE USE POLICY

This policy is subject to change from time to time at our discretion. The updated policy will be posted to our site, and a link will be provided from the Terms of Use Agreement. It is recommended that you regularly check our site to ensure you are aware of any changes, as they will be legally binding to you.

## Privacy Policy

**1. We respect your privacy.** As the manager of the program Platform (“The Platform”) Intersective respects your right to privacy and this policy sets out how we collect and treat your personal information. “Personal information” is information we hold which is identifiable as being about you

**2. What personal information we may have.** Depending on the configuration of the Platform, we may receive personal information from you, including, but not limited to, the following:

- name
- demographic information – eg; age, gender, socio-economic status
- psychographic information – eg personality, interests, attitudes, behaviours and opinions
- educational history
- employment history
- student number
- user ideas and comments
- information from enquiries you have made
- communications between program participants
- text and video assessments, marks, and details

**3. How we obtain your personal information.** We obtain personal information from you in a variety of ways, including: when you interact with us electronically or in person; when you access our website; and when we provide our services to you.

**4. Use of your personal information.** We use your information to provide our service to you. We also use it to improve our service.

We do not provide your information to third parties except that we may provide your information to service partners, such as platform and security services, who assist in delivering our service to you.

**5. Main consequences of not providing your Personal Information.** The main consequences to you of not providing certain personal information will depend on the learning program and the requirements of your program provider (usually your university or educational establishment). As a broad guideline:

**(i) Basic Registration Information** includes your name, email address (usually your university email address), institution and unit of study and enables us to register you onto the Practera platform and communicate with you during the program. Without this you cannot register and use the Practera platform (this usually means you won't be able to participate in the program, check with your program coordinator).

**(ii) SMS contact number** is collected so that Practera can send alerts and reminders to your phone. Without this information, you will not be able to receive alerts and notifications to your phone.

**(iii) Additional Registration Information** can be configured by your program provider, and may include questions about your age, location, gender, year and course of study. If this information has been made a mandatory part of the registration (ie. they are "required fields" on the registration form), you will not be able to register on Practera and participate in the program without providing this information. Talk to your program coordinator if you have any questions or concerns regarding this information.

**(iv) Assessments and course submissions** provided during the execution of the program can include written assessments, quizzes, and video presentations. These may or may not include Personal Information, depending on what you enter. They may be marked by a supervisor, depending on the design of the course. If you do not provide assessment materials as requested you may not be able to progress and complete the course. Talk to your program coordinator if you have any concerns about assessment submissions.

**Important Note:** please read and adhere to our [Acceptable Use Policy](#) when uploading any content to Practera and avoid entering Sensitive Information and passwords on the platform. Remember that others, including, teachers, mentors and program coordinators may be able to see the content you upload.

**6. Disclosure of your personal information overseas.** The Platform is accessible globally. Some or all of your information may be stored or transit overseas in the course of providing our service.

**7. Security of your personal information.** We take reasonable steps to protect your personal information. However we are not liable for any unauthorised access to this information.

**8. Access to your personal information.** You can access and update your personal information by contacting us on [contact@practera.com](mailto:contact@practera.com).

**9. Complaints about privacy.** If you have any complaints about our privacy practices, please feel free to send in details of your complaints to [contact@intersective.com](mailto:contact@intersective.com). We take complaints very seriously and will respond shortly after receiving written notice of your complaint.

**10. Changes.** Please be aware that we may change this Privacy Policy in the future. The revised versions will be uploaded onto our website, so please check back from time to time.

## **11. Website.**

*When you visit our website*

When you come on to our website we may collect certain information such as browser type, operating system, website visited immediately before coming to our site, etc. This information is used in an aggregated manner to analyse how people use our site, such that we can improve our service.

### *Cookies*

As is very common for companies, we use cookies on our website. Cookies are very small files which a website uses to identify you when you come back to the site and to store details about your use of the site. Cookies are not malicious programs that access or damage your computer. We use cookies to improve the experience of people using our website.

### *Third party sites*

Our site has links to other websites not owned or controlled by us. We are not responsible for these sites or the consequences of you going on to those sites.