

Home Learning Academy

Terms of Use

Your use of our website, Home Learning Academy (**HLA**) is governed by these Terms of Use, and our [Privacy Policy](#). If you don't agree to these Terms, you must not use our website.

These Terms of Use are effective as of 1st October 2021.

1. Acceptance of conditions

These Terms of Use (“Terms”) outline the conditions for your access to, and use of, all HLA technology and content available on our websites (collectively, the “Platform”).

By accessing the HLA Platform you accept all Terms outlined in this document without limitation or qualification.

Your access and use of the HLA Platform is conditional on your acceptance of, and compliance with, these Terms. If you do not agree to these Terms, then you may not access or use any HLA technology or content.

3. Variation of the Terms of Use

HLA may change, modify, add, or remove any part of these Terms; or change, modify, add to, or remove, any technology, content, or any other aspect of the Platform without notice or liability.

While we will make reasonable efforts to inform you of changes to the Platform and Terms, it is your responsibility to regularly check these Terms to ensure you are familiar with their current form.

Your continued use of the Platform constitutes acceptance of any changes to the Terms.

4. Definitions

Consent is either:

- your own consent if you are legally able to consent in your country of residence; or
- the consent of a parent or guardian (for instance, if you are under the Age of Consent as defined in Section 6.1); or
- the consent of an Educator on behalf of you, or your parent or guardian.

Institution: A school, home-school, college, university, other higher education institution, business, or other organisation at which students can be enrolled to study.

Personal Information: Personally identifiable information (PII) collected by us, as detailed in the Personal Information section of our [Privacy Policy](#).

Registered User: a user of the HLA Platform for whom we currently store their Personal Information, according to our [Privacy Policy](#).

Educator: An educator is an employee or contractor of an Institution employed to educate and/or manage students, including teachers, tutors, lecturers, course coordinators, and Institution administrators.

Verified Teacher: An Educator whose role at an Institution has been verified and confirmed by the Institution. An Educator may be verified at multiple Institutions.

5. Privacy Policy

By agreeing to these Terms, you also agree to our [Privacy Policy](#).

Any Personal Information, or information about you, your students or children, provided to us by you is handled according to our [Privacy Policy](#).

By using the HLA Platform, or by allowing your child or student to use the Platform, you agree to the collection, storage, and use of Personal Information as outlined in our [Privacy Policy](#).

6. Registration

You are not required to register to use some of the content in the HLA Platform; access to some areas is available to users logging in as “Guests”. However, some functionality and content in the Platform is only available to Registered Users.

Registered Users may have access to different functionality or content depending on their role. For example, Verified Teachers have access to additional content and student management functionality.

Registered User accounts must not be shared between multiple users or transferred to another user by updating the account details in the platform. Re-using a Registered User account for multiple people is a breach of our Terms of Use.

6.1 Age of Consent

In Australia, the [Office of the Australian Information Commissioner](#) states that “as a general rule, an organisation or agency may assume an individual over the age of 15 has capacity [to consent], unless they’re unsure.”

Residents of the United States of America and its territories, the European Union, and the European Economic Area, must be at least the age of consent to create their own Registered User account.

The age of consent varies across countries. In the United States and Territories of America and the European Union, as of 25th May 2018, these ages are:

Age 16 years: Croatia, France, Germany, Hungary, Lithuania, Luxembourg, Malta, Romania, Slovakia, The Netherlands

Age 15 years: Czech Republic, Greece, Slovenia

Age 14 years: Austria, Bulgaria, Cyprus, Italy

Age 13 years: Belgium, Denmark, Estonia, Finland, Ireland, Latvia, Poland, Portugal, Spain, Sweden, United Kingdom, United States of America and its territories.

Within these Terms and our [Privacy Policy](#), a child's "Age of Consent" means the age of consent in the child's country of residence. If a child resides in multiple countries, then it is the maximum age of consent in their countries of residence.

If a resident is not over the Age of Consent, we require the consent of a parent or guardian to create a Registered User account.

6.2. Parent or guardian consent

By creating, or authorising the creation of, a Registered User account for a child under their Age of Consent, you consent on their behalf to HLA collecting, storing and using their Personal Information in accordance with our [Privacy Policy](#).

You warrant you have the authority to consent to our Terms on their behalf as a parent or guardian, or are acting on the authority of their parent(s) or guardian(s).

6.3. Registering users who are under their Age of Consent

By creating, or authorising the creation of, a Registered User account for a child under their Age of Consent, you warrant to having obtained parental or guardian consent for HLA to collect, store and use their Personal Information in accordance with our [Privacy Policy](#).

This may include the automatic creation of a Registered User account through single sign on (SSO) integration, learning tools interoperability (LTI), or other data synchronisation.

If HLA determines that it has inadvertently collected Personal Information (as defined in our [Privacy Policy](#)) from a child under their Age of Consent without prior parental or teacher consent, we will take appropriate steps to delete this information.

6.4. Registering users who are over their Age of Content

By creating, or authorising the creation of, a Registered User account on behalf of a user over their Age of Consent, you warrant to having obtained their consent for HLA to collect, store and use their Personal Information in accordance with our [Privacy Policy](#).

This may include the automatic creation of a Registered User account through single sign on (SSO) integration or learning tools interoperability (LTI), or other data synchronisation.

7. Subscriptions and Licences

Access to **all HLA material**, is free of charge.

8. Access rights

Unless explicitly released under another license, all content in the HLA Platform is for non-commercial use only, unless otherwise authorised in writing by HLA.

We are constantly working to improve our technology and content. As such, we reserve the right to add, change, modify, or remove content or technology at any time.

Users are responsible for protecting the confidentiality of their access credentials (their login and password). Please contact us (admin@bington.net) if you suspect unauthorised use of your account.

9. Termination of access

Any user who does not comply with these Terms, or who uses the Platform in a manner deemed to be inappropriate (“Misuse”), or who engages in unlawful behaviour, may have their access to the HLA Platform revoked.

Misuse includes, but is not limited to, behaviour which infringes on the privacy, security, property or other rights of another person, or that is abusive, offensive or defamatory.

Misuse also includes, but is not limited to, actions that degrade or disrupt the operation of the HLA Platform, including denial of service, accessing the Platform or a user’s account without authorisation, or attempting to manipulate a user’s record of progress.

HLA is committed to education for all learners no matter their background or experience. We consider any behaviour that diminishes the learning experience of other learners or disrespects our staff, volunteers, or users as a breach of our Terms of Use.

You may choose to terminate your use of the HLA Platform at any time by deleting your Registered User account via your account settings (please note that this action is irreversible). See our [Privacy Policy](#) for details on how Personal Information is handled in regards to use and deletion of user accounts.

10. Linked material available on third-party websites

The HLA Platform may contain links to third party sites over which we have no control. These links are provided as a convenience only, and do not imply endorsement of any third party content.

HLA is not responsible for the use, effect or content on any linked third-party site. You agree that access to links to any third-party site is at your own risk.

11. Copyright

The content in the Platform is © HLA Learning 2016 to present, unless otherwise indicated. Notwithstanding the above clause, unless otherwise indicated, **Registered Users** are free to download, copy and distribute **for non-commercial purposes**.

12. Disclaimer

The content available on the Platform is made available by HLA as an information source only.

HLA has compiled the content on this Platform in good faith and has endeavoured to ensure that all content is accurate and does not breach any entity's rights at the time of its inclusion. However, the material may contain unintentional errors and is provided 'as is'.

You acknowledge and agree that you will make your own enquiries to determine whether information you obtain through the website is current, complete and accurate before using it.

We do not warrant or guarantee:

- that you will be able to use the Platform at any time; or
- that your use of the Platform will be continuous, uninterrupted, secure or error-free.

We also assume no responsibility, and shall not be liable for, any damages to, or viruses that may infect, your computer equipment or other property as a result of your access to, use of, or browsing in the website or your downloading of any materials, data, text, images, video, or audio from this website.

13. Liability

You acknowledge and agree that your access to, and use of, the Platform is at your own risk.

To the maximum extent lawful, HLA:

- excludes all warranties, representations, guarantees, conditions, rights, remedies, liabilities and any other terms that may be conferred or implied by statute, general law or custom, except any guarantee or right conferred under any legislation (including the Australian Consumer Law in Schedule 2 of the Competition and Consumer Act 2010 (Cth)), the exclusion of which would contravene legislation or cause any part of this clause to be void in respect of this website and the material contained on it; and
- excludes all responsibility and liability for:
 - any loss or damage, however caused, resulting from your use or inability to use this website or the material; or
 - any incidental, special or consequential damages arising from the use or inability to use the website or the material contained on it.

Where liability cannot be lawfully excluded, the entire liability of HLA is limited to the amount of the fees paid by you during the twelve (12) month period prior to the cause of action.

14. Security

To use the Platform or certain of its features as intended, you may be required to enable the website to use cookies and grant the website any other permissions and access to your device, as necessary. If you do not grant these permissions and this access, you may be unable to use the Platform or some of its features.

The Platform uses the Internet to provide services and information. By using the Platform, you acknowledge and agree to accept all risks associated with using the Internet, including the potential exposure to viruses and harmful code which may affect your device.

We do not warrant or guarantee the security of the Platform. You are solely responsible for the security of your device (including any data stored on your device) and for using appropriate and up-to-date software on your device to detect and manage the threat posed by viruses and other harmful code.

15. Other terms

Certain areas and features of this Platform contain terms and conditions specific to those areas and features. Such terms and conditions are in addition to these Terms of Use and prevail over these Terms of Use only to the extent it is not possible to construe these Terms of Use consistently with such other terms and conditions.

Goannas Trading (Operating as Home Learning Academy) ABN: 985 1202 1169