

This is an online/clickwrap agreement (hereafter, **the Agreement**) with Griffith University (ABN 78 106 094 461) through its First Peoples Health Unit. You assure us that you are legally capable of entering into this Agreement.

To avoid any doubt, this is a legally-binding agreement that formalises the basis on which Griffith University will deliver the Yuwahn Wupin Course to You.

You acknowledge that this Agreement needs to be read alongside the online order form or invoice (that was either electronically displayed to You OR provided to You in a hardcopy format– before being provided with this Agreement). Specifically, the online order form and/or invoice articulates the following concepts – which are referenced throughout this Agreement:

- **the Course** – being the educational course that Griffith University through its First Peoples Health Unit will deliver to You under this Agreement, *Yuwahn Wupin*.

#### **TERMS AND CONDITIONS:**

##### Delivery of Course

1. Griffith University agrees to deliver the Course to You through the online format.
2. You agree that the Course material:
  - a. is delivered on an as-is basis;
  - b. is generic in nature and has not been tailored for Your specific needs.

##### Your use of Course-materials

3. All intellectual property rights in Course-materials are owned or licenced to Griffith University and subsequently retained by Griffith University.
4. You acknowledge that the Course and its materials are for Your benefit only. In no circumstance are You entitled to provide the Course materials to any third party.

##### Links to Third Party Content

5. Yuwahn Wupin contains links to material provided by third parties.
6. Griffith University makes no claims to this third-party material, excludes any liability, gives no warranty and makes no undertakings or representations (whether express, implied, statutory or otherwise) in relation to the third-party materials.

##### Liability

7. To the extent permitted by law and except as set out in this Agreement, Griffith University excludes all terms, conditions, warranties, undertakings or representations (whether express, implied, statutory or otherwise) in relation to the delivery of the Course and/or this Agreement. To the extent that Griffith University is liable to You under this agreement, Griffith University's liability is capped at \$100. To avoid any doubt, Griffith University is not liable for loss of profit, revenue, goodwill or business opportunities, damage to reputation and any indirect or consequential loss suffered by You pursuant to this Agreement.
8. You are responsible for Your failure to abide by the terms of this Agreement. To the extent that Griffith University suffers any loss, damage or costs pursuant to such failure, You agree to indemnify Griffith University for such loss, damage or cost.
9. Griffith University offers no assurances that You will obtain a particular result or benefit from completing the Course. To avoid any doubt, Your completion of the Course will not confer on You any academic qualification.

##### General

10. This Agreement is governed in accordance with the laws of the State of Queensland, Australia. The parties submit unconditionally to the exclusive jurisdiction of the Courts of Queensland.
11. Part or all of any provision of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining provisions of this Agreement continue in force.
12. This Agreement constitutes the entire agreement between the parties and supersedes all previous written and oral agreements and understandings reached by the parties regarding the delivery of the Course.