

TERMS AND CONDITIONS FOR USE OF IRIS
Updated 20 February 2020

These Terms and Conditions cover and govern your use and access to the **Service**.

By using the Service, you agree to do so in accordance with these Terms and Conditions. If you do not agree to be bound by these Terms and Conditions or disagree with Curtin's personally identifiable information collection and use practices, you should not and must not access or use this Service.

In these Terms and Conditions the following defined terms apply:

Curtin/we/our/us means Curtin University (ABN 99 143 842 569) a body corporate established under the Curtin University Act 1966 of Kent Street, Bentley, Western Australia, 6102

IRIS Products (Intelligent Remote Invigilation System) means the website and software made available to you at <https://students.curtin.edu.au/essentials/it/guides/iris/>

You/your means each individual end user of the IRIS Product.

Terms and Conditions means this document which Curtin may amend at any time.

Privacy Statement means Curtin's Privacy Statement available at <https://informationmanagement.curtin.edu.au/local/docs/PrivacyStatement.pdf>.

Service means any Curtin service and or website made available to enable you to access the IRIS Products.

USE OF THE SERVICES

1. License Grant

Curtin grants you a personal, revocable, limited, non-exclusive, and non-transferable license to use the Service conditional upon your continued compliance with these Terms and Conditions. Curtin reserves all rights not granted in these Terms and Conditions.

2. Your content and permissions

When you use the Service, you provide Curtin with content including your recordings, files, images and messages (**Your Content**). Your Content is yours. You represent that you have all necessary rights, power and authority to use the Service and share Your Content and will comply with all applicable laws when doing so.

These Terms and Conditions do not give Curtin any rights to Your Content except for the limited rights that enable us to offer the Service. By using the Service, you give us, and third parties that we work with permission to use, analyse, display, host, share, and back up Your Content. By submitting Your Content, you also permit us to identify you by your username / ID and as the contributor of Your Content.

3. Your Responsibilities

By using the Service, you agree to:

- (a) Provide all equipment you need to access the Service.
- (b) Pay all fees you incur when accessing the Service.
- (c) Use the Service responsibly and not misuse the Service or help anyone else do so. This includes (but is not limited to) not doing or trying to do any of the following in connection with the Service:

- (i) film, store, transmit or create libellous, obscene, deceptive, defamatory, pornographic, racist, sexual, hateful, unlawful, tortious or otherwise objectionable content;
 - (ii) modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Service except to the extent the foregoing restrictions are expressly prohibited by applicable law;
 - (iii) harm, harass, threaten, or impersonate any person or violate the rights of any third party;
 - (iv) breach or otherwise circumvent any security or authentication measures or access, tamper with, or use non-public areas or parts of the Service, or shared areas of the Service you are not authorised to use;
 - (v) probe, scan, or test the vulnerability of any system or network;
 - (vi) interfere with or disrupt the integrity or performance of the Service;
 - (vii) attempt to gain unauthorized access to the Service or its related systems or networks;
 - (viii) introduce viruses, Trojan horses, worms, spyware, or other such malicious code into the Service;
 - (ix) access, search, or create accounts for the Service by any means other than our publicly supported interfaces (including "scraping" or creating accounts in bulk);
 - (x) send unsolicited communications, promotions or advertisements, or spam or altered, deceptive or false source-identifying information, including "spoofing" or "phishing";
 - (xi) promote or advertise products or services other than your own without appropriate authorization;
 - (xii) sell or re-sell the Service or copy, reproduce, distribute, republish, download, display, post or transmit in any form or by any means any part of the Service unless specifically authorized to do so;
 - (xiii) violate the law in any way, including by storing, publishing or sharing material that is infringing, fraudulent, defamatory, misleading, or damaging to Curtin in any way.
- (d) Not copy, reproduce, create derivative works of, decompile, upload, download, share, or otherwise exploit third party content unless you have the right to do so.
 - (e) Safeguard your Service password and keep your account information current.
 - (f) Comply with these Terms and Conditions.

Curtin may review your conduct and content for compliance with these Terms and Conditions and remove content from the Service at any time and without notice but is not obliged to do so.

Curtin is not responsible for the content people upload and / or share via the Service.

4. Third Party Websites

The Service may contain links to third-party websites that are not under Curtin's control. Curtin is not responsible for those websites.

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5. Curtin's Property

The Service is protected by copyright, trademark, and other Australian and foreign laws. You must not remove or destroy any copyright notices or other proprietary markings contained on or in the Service. Curtin does not grant you any right, title, or interest in the Service or others' content in the Service. If you provide feedback on the Service, Curtin may use comments or suggestions without any obligation to you.

6. Intellectual Property

Curtin will respond to allegations of infringement of intellectual property rights after receipt of a proper notice that complies with the law. We reserve the right to delete or disable content alleged to be infringing and terminate accounts of repeat infringers.

If you believe that any content in the Service in a way that constitutes infringement, please provide us with the following information to IRIS@curtin.edu.au:

- (a) a description of the content you claim is being infringed and a description or link to the location of the material you claim is infringing;
- (b) your telephone number and e-mail address;
- (c) a statement that you believe in good faith that the content is not authorized by the owner, its agent or the law;
- (d) a statement that the information you have provided is accurate and that you are the owner or authorized to act on behalf of the owner of the material.

Curtin may also take any appropriate action if it receives a proper counter-notice under the law.

7. Termination & Right to Suspend

You can stop using the Service at any time.

Curtin reserves the right to suspend or end the Service at any time at our discretion and without notice.

All provisions of these Terms and Conditions, which by their nature should survive, will survive termination of the Service.

8. Service "As Is"

Curtin and its affiliates, suppliers and partners disclaim all warranties, conditions or representations, either express or implied, about the Service. The Service is provided "as is." In addition, Curtin disclaims any warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement. Any content that you download or access from the Service is accessed at your own risk.

9. Limitation of Liability

- (a) Nothing in these Terms and Conditions limit or exclude either party's liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation, or any other liability which cannot be limited or excluded by applicable law.
- (b) Subject to clause 9(a), you expressly absolve and release Curtin from any claim of harm resulting from a cause beyond Curtin's control and you further agree that Curtin, its affiliates and its suppliers shall not be liable, whether in tort (including without limitation for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise for any loss of profits, loss of business, loss of anticipated savings, loss of or damage to goodwill, loss of

use or corruption of software, data or information, and any other indirect, special, exemplary, punitive, incidental or consequential loss arising out of or related to these Terms and Conditions, the use of the Service or the inability to use the Service, even if Curtin has been notified of the likelihood of such loss. Curtin and its affiliates and suppliers will not be liable to you for more than any amounts received by Curtin from you as a result of your personal use of the Service in the 6 months preceding your claim. If you have not paid individually any amounts in the 6 months preceding your claim, Curtin's sole and exclusive liability shall be no more than \$0.

- (c) Curtin will not be liable for the loss or failure to store Your Content.

10. General

- (a) **(Governing Law)** These Terms and Conditions and your use of the Service will be interpreted, governed and construed by the laws of Western Australia and you submit to the exclusive jurisdiction of the Australian courts.

- (b) **(Entire Agreement)** These Terms and Conditions contain all the terms governing your use of the Service, and supersede and replace any other prior or contemporaneous agreements applicable to the subject matter of these Terms and Conditions.

- (c) **(No third party beneficiaries)** These Terms and Conditions create no third-party beneficiary rights. These Terms and Conditions shall inure to the benefit of Curtin and its respective legal representatives, successors, and assigns.

- (d) **(No waiver)** Curtin's failure to enforce a provision of these Terms and Conditions is not a waiver of its right to do so later.

- (e) **(No assignment)** You may not assign any of your rights under these Terms and Conditions, and any such attempt will be void. Curtin may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Service.

- (f) **(Severability)** If any provision of these Terms and Conditions is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of these Terms and Conditions will remain in full force and effect.

- (g) **(Variations)** Curtin may revise these Terms and Conditions from time to time. If a revision meaningfully reduces your rights, we will provide notice to you (by, for example, sending a message to the email address associated with your account). By continuing to use or access the Service after the revisions come into effect, you agree to be bound by and subject to the revised Terms and Conditions.

- (h) **(Notices)** For any notices relating to these Terms and Conditions, you may contact Curtin by sending an email to IRIS@curtin.edu.au.

- (i) **(Privacy)** All personal information associated with IRIS is managed in accordance with Curtin's [Privacy Statement](#) and any other applicable domestic or international privacy legislation.