

## 1. Policy

### 1.1 Policy Purpose

The purpose of this policy is to set out the Marshman Foundation policy and terms of use in relation to the Marshman Foundation 'Thrive' Moodle website <https://thrivetoolkit.org.au/> (hereafter referred to as the 'Thrive site').

### 1.2 Intellectual Property

The Thrive site contains a variety of material which is protected by intellectual property laws, including copyright. Unless otherwise stated on this site, the material on this site is and remains the intellectual property of Marshman Foundation. You may only copy and use material on this site for your own personal and private use, and provided that textual and graphical content are not altered and that the context and source are acknowledged. Marshman Foundation reserves the right to revoke that permission at any time.

Without limiting any permission given in the previous paragraph, permission is not given for the further dissemination of this material or any commercial use or sale of this material. Material anywhere on the Thrive site which is the intellectual property of someone other than Marshman Foundation may not be copied, used or further disseminated without the express and written permission of the holder of intellectual property in that material (except as expressly permitted by law).

### 1.3 Acceptable Use

Marshman Foundation requires all users of its ICT resources and systems to do so in a legal, ethical and responsible manner. Use of these systems is subject to the full range of State and Federal laws that apply to communications and to the use of computers, as well as any other relevant laws and your school/organisational policies. This includes (but is not limited to) copyright, intellectual property, breach of confidence, defamation, privacy, contempt of court, harassment, vilification and anti-discrimination legislation, the creation of contractual obligations, and civil and criminal laws.

### 1.4 Security and Privacy

Marshman Foundation will take all reasonable security measures to protect your personal information from unauthorised access, misuse or disclosure. The information supplied by users will only be used for, the administration of courses; to maintain proper records; and, to deliver services reasonably expected of an education provider.

While Marshman Foundation will take every precaution to protect the security and privacy of its users' ICT accounts and the information stored within its accounts and systems, users should be aware that Commonwealth, State and Territory legislative and other requirements require

retention and inspection of some electronic files and communications held on Marshman Foundation systems.

Marshman Foundation and associated Thrive program staff treat the content of electronic communications and data as confidential. However, users must be aware that educational administration, normal operation, record-keeping and maintenance of the systems requires backup and caching of communications and data; the logging of activity; and monitoring of general usage patterns. Users should be aware that electronic records may be subject to Marshman Foundation's obligation to respond to subpoenas or other legal orders (e.g. a request under freedom of information legislation). For example, an email is considered a document under the law and can be legally requested, as can any other document. If you choose not to provide certain information this may impact your ability to participate in, progress through and/or complete your course or unit of study. This includes, but is not limited to, learning activities and requirements within the online class space.

Any individual-level data generated and stored will only be used in high-level aggregate and de-identified form for the purposes of statistical analysis, evaluation, reporting and promotional use. Any data that can identify individuals will not be used without the written consent of the owner which sits outside of this agreement.

Users who have legitimate access to personal and confidential information must respect the privacy of others and maintain the confidentiality of the information to which they have access. Marshman Foundation accepts no responsibility for the unauthorised use of personal information held by it. You have the right to access the personal information that Marshman Foundation holds about you. If you would like access to this information, your request must be in writing. Please note a fee may be charged to retrieve this information.

## **1.5 Disclaimer**

Whilst every effort has been taken to ensure that the information contained on the Thrive site is researched and updated from a wide range of resources, it is a reflection of the views of Marshman Foundation. Its' purpose is for personal and/or educational use only and is provided in good faith without any implied or express warranty. Marshman Foundation gives no guarantee as to the accuracy or currency of any individual item on the Thrive site.

Marshman Foundation accepts no responsibility for any loss or damage whatsoever caused by the use or reliance of any information contained on the Thrive site nor from any access to the Thrive site. Access to and use of the Thrive site are at the risk of the user.

Marshman Foundation reserves the right to discontinue or vary courses, units, modes of study or any arrangements available on the Thrive site, at any time without notice and to impose limitations on enrolment in any course or unit for any reason.

Marshman Foundation has referenced certain linked material on the Thrive site as a service to the users of the thrive site. This service does not mean that Marshman Foundation endorses those linked sites or material on those sites in any way. Marshman Foundation is not responsible for the use of a hypertext link for which a commercial charge may apply. The onus of responsibility rests with the user for any charges that their use may incur.

## **2. Changes**

Marshman Foundation reserve the right to modify or replace this Policy or Terms of use at any time. If a revision is material we will provide 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at the sole discretion of Marshman Foundation.

## **3. Responsibilities**

Marshman Foundation is responsible for the oversight and approval of this Policy. Thrive Educators using the Thrive Moodle site are responsible for being aware of, and complying with, this Policy. Students are responsible for being aware of, and complying with, this Policy and should seek assistance from appropriate sources in respect of this Policy where necessary.

Users are responsible for keeping their login information and passwords up to date and confidential. Users may not share their log-in details or password with any other person.

## **4. Contact us**

If you have any questions about these Terms, please contact us at [support@marshmanfoundation.com.au](mailto:support@marshmanfoundation.com.au)