

Online University English Entry Course (OUEEC)

TERMS OF USE

Effective Date: June 2026

Latest Update: June 2026

1. Purpose & Acknowledgment

- 1.1 These Terms of Use outline the terms for your use of the UNSW College remote examination proctoring system (hereinafter referred to as “**System**”). The System is used to maintain academic integrity during remote examinations, which is a core obligation of you taking the exam. The System may employ methods such as identity verification, live audio/video monitoring, screen recording, and analysis of the activities of your computer or mobile devices during the remote examinations.
- 1.2 The Terms of Use constitutes a binding agreement between you and UNSW College with the address at 223 Anzac Parade, Kensington, NSW, Australia (hereinafter referred to as “**we/us**”) with respect to the use of the System for remote examinations.
- 1.3 **Limitation and liability exemption clauses may be highlighted in bold for your special attention, without prejudicing your sole responsibility of having read and understood these entire Terms of Use.**
- 1.4 By registering for, logging on to, or proceeding with your exam in the System, (whichever occurs first), you confirm that you have read and understood these Terms of Use and agree to be bound by them. These Terms of Use may be amended from time to time to reflect software updates, operational requirements, or changes to applicable laws, including privacy legislation. Where practicable, notice of any material changes will be provided through the System or by other appropriate means. If you do not agree to these Terms of Use, you must immediately cease accessing the System and using its services.
- 1.5 A legally binding agreement is formed between you and us when you register for, log on to, or proceed with your exam in the System. You must have the legal capacity to enter into this agreement in accordance with applicable Australian Law. If you are under 18 years of age, you must obtain the consent of a parent or legal

guardian before accessing or using the System.. By registering for, logging on to, or proceeding with your exam, you represent that you have the legal capacity to enter into this agreement, or that you have obtained the required parental or guardian consent.

2. Privacy & Data Security

2.1 We are committed to protecting your privacy. Any personal information collected through the System, including sensitive information such as biometric data (for example, facial images or recordings) will be processed in accordance with our privacy collection notice and applicable privacy legislation, including the *Personal Information Protection Law of People's Republic of China*, *Privacy and Personal Information Protection Act 1998 (NSW)* and, where applicable, the *Privacy Act 1988 (Cth)*. We encourage you to read the privacy collection notice carefully before undertaking a remote examination.

3. Use of the System

- 3.1 You are responsible for maintaining the confidentiality of your username and password and for restricting access to your account. You must take reasonable steps to prevent unauthorised access to your account details. You will be responsible for activity on your account to the extent that it results from your failure to take such reasonable steps.
- 3.2 If you become aware of, or reasonably suspect, any unauthorised use of your account or any security breach relating to the System, you must promptly notify our SIS Help Desk at sis@unswcollege.edu.au.
- 3.3 Upon receiving a request to suspend or secure your account, we may require you to provide sufficient information to verify your identity, consistent with our privacy collection notice and applicable privacy legislation, before taking action.

4. Intellectual Property

4.1 Licence to Use. We grant you a personal, limited, non-exclusive, non-transferable and revocable licence to access and use the System on your computer, mobile device in accordance with these Terms of Use, solely for your personal, non-commercial purposes. This licence does not permit sub-licensing. We may suspend, restrict or terminate your access to the System where reasonably necessary, including where you breach these Terms of Use or where required for security, operational or legal reasons,

- 4.2 **Ownership.** The System is developed and provided by us or by third parties engaged by us. As between you and us, we own or hold the rights to all intellectual property in the System, including all related content, software, design, functionality and materials. Except for the limited licence expressly granted under these Terms of Use, no rights, title or interest in any intellectual property (including patents, copyrights, trademarks, trade secrets or know-how) are transferred to you.
- 4.3 **Restrictions on Use.** You are permitted to use the System only as expressly authorised under these Terms of Use. Except as permitted by law (including any non-excludable rights under the Copyright Act 1968 (Cth)), you must not copy, reproduce, modify, adapt, distribute, publish, communicate, commercialise, reverse engineer or otherwise exploit any part of the System without prior written consent. Unauthorised use of the System may constitute a breach of these Terms of Use and may infringe applicable intellectual property laws, which could expose you to civil liability or other legal consequences.
- 4.4 **Open-Source Software.** The System may incorporate software that is subject to open source licence terms. Your use of such software is subject to the applicable open source licence conditions provided with the System. To the extent of any inconsistency between these Terms of Use and an applicable open-source licence, the terms of the open-source licence will prevail in relation to that software.

5. Information Accuracy

- 5.1 You must provide information that is accurate, complete and up to date when registering for or using the System. This information is necessary for system administration, identity verification and account recovery. If you provide information that is false or misleading, we may suspend or terminate your access to the System where reasonably necessary. You may be responsible for any loss or consequences arising from the provision of inaccurate information.

6. Limitation of Liability

- 6.1 **Account Security.** We are not responsible for unauthorized access to your account to the extent that it results from your failure to take reasonable steps to safeguard your login credentials.
- 6.2 **Consumer Guarantees.** Nothing in these Terms of Use excludes, restricts or modifies any rights or remedies you may have under the *Competition and*

Consumer Act 2010 (Cth) (including the Australian Consumer Law) or any other applicable law that cannot lawfully be excluded.

6.3 Limitation of Liability

To the extent permitted by law, and subject to clause 6.2:

- (a) the System is provided on an “as is” and “as available” basis; and
- (b) we exclude liability for indirect, consequential, incidental, special or punitive loss, including loss of profits, revenue, business opportunity or anticipated savings.

To the extent permitted by law, our total liability arising out of or in connection with the System is limited to: re-supplying the relevant services; or payment of the cost of having the services supplied again, as determined by us.

7. Acceptable Use

7.1 You must not:

- (a) attempt to circumvent, disable or interfere with the security, integrity or proper functioning of the System;
- (b) engage in academic misconduct, including impersonation, use of unauthorised materials, or communication with others during an examination;
- (c) install or use software, hardware or devices intended to interfere with monitoring or proctoring processes; or
- (d) use the System in a manner that is unlawful or inconsistent with these Terms of Use.

8. System Availability & Limitations

8.1 While we will make reasonable efforts to ensure the System is available and functioning properly correctly, we do not guarantee that it will be uninterrupted, secure or error free.

8.2 You acknowledge that the use of internet-based services involves inherent risks relating to data transmission, cybersecurity and service interruptions beyond our reasonable control.

8.3 We are not responsible for technical issues arising from your own hardware, software, device configuration or internet connection, or your failure to follow published technical requirements. If a significant technical failure is attributable to the System, we will take reasonable steps to provide an appropriate remedy, which may include rescheduling an exam.

9. Consequences of Breach

9.1 If you breach these Terms of Use or attempt to compromise the integrity of the examination process, we may take appropriate action, including:

- (a) terminating or invalidating your examination session
- (b) referring or invalidating your examination session
- (c) reporting the matter to relevant academic or regulatory authorities where appropriate.

10. Governing Law and Dispute Resolution

10.1 The Terms of Use is governed by the laws of the New South Wales, Australia.

10.2 The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

10.3 Before commencing legal proceedings, the parties agree to use reasonable efforts to resolve any dispute arising under these Terms of Use through good faith discussions.

11. Change of Terms

11.1 We may update these Terms of Use from time to time to reflect operational, legal or regulatory changes. Where practicable, we will provide notice of any material changes via the System or other appropriate means. Continued use of the System after the effective date of updated Terms constitutes acceptance of the revised Terms, subject to applicable law.

12. Miscellaneous

12.1 Headings are for convenience and do not affect interpretation.

12.2 Compliance with Laws. You must comply with all applicable laws and regulations in connection with your use of the System.

12.3 Complaints. Complaints or enquiries regarding the System may be made using the contact details below.

13. Contact Us

13.1 For any questions regarding the Terms of Use or the examination delivery Systems, please contact sis@unswcollege.edu.au.