

Terms of Service

Last updated: 10 September 2025

This website is operated by **Open Education Academy**. Throughout the site, the terms “we”, “us” and “our” refer to Open Education Academy. We provide this website, including all information, tools, and services, on the condition that you accept all terms, conditions, policies, and notices stated here.

By visiting our site and/or purchasing something from us, you engage in our “Services” and agree to these Terms of Service (“Terms”). These Terms apply to all users of the site, including browsers, vendors, customers, merchants, and contributors of content.

Please read these Terms carefully before using our website. If you do not agree, you may not access or use the Services.

1. Eligibility

By using our Services, you confirm that you are at least 18 years old, or the age of majority in your state or territory of residence. If you are under 18, you must have consent from a parent or guardian.

You may not use our Services for unlawful purposes or in violation of any applicable laws. Transmission of harmful code, including viruses, is prohibited. A breach of these Terms may result in immediate termination of your Services.

2. General Conditions

We may refuse service to anyone at our discretion.

You agree not to reproduce, duplicate, copy, sell, resell, or exploit any part of the Services without our written permission.

Headings in these Terms are for convenience only and do not limit their scope.

3. Information Accuracy

We do not guarantee that information on the site is accurate, complete, or current. Material is provided for general information only and should not be relied upon as the sole basis for decisions. Any use of site content is at your own risk.

4. Modifications and Pricing

Product prices may change without notice.

We may modify or discontinue any part of the Services at any time. We are not liable to you or third parties for modifications, price changes, or discontinuation.

5. Products and Services

Some products or Services may only be available online and in limited quantities. Returns and exchanges are subject to our **Refund Policy**.

We aim to display product images and colours accurately, but we cannot guarantee your device’s display is exact.

We may limit sales to individuals, regions, or jurisdictions at our discretion.

All product descriptions and pricing are subject to change at any time without notice.

Nothing in these Terms excludes your rights under the **Australian Consumer Law**.

6. Billing and Account Information

We may refuse or cancel orders at our discretion, including those that appear to be placed by resellers or distributors.

You agree to provide accurate, complete, and current purchase and account details. You must update this information promptly so we can complete transactions and contact you as needed.

7. Third-Party Tools and Links

We may provide access to third-party tools or links “as is” and without warranties. Your use of third-party services is at your own risk, and you should review their terms and policies before use. We are not responsible for third-party materials, websites, or transactions.

8. User Content

If you submit content (e.g., feedback, suggestions, ideas), you grant us the right to use it without restriction or compensation.

You agree your content will not violate the rights of others, contain unlawful or harmful material, or mislead others. You are solely responsible for your submissions.

9. Prohibited Uses

You must not use the site or Services to:

- Engage in unlawful activity.
- Infringe intellectual property rights.
- Harass, abuse, or discriminate against others.
- Transmit malware or malicious code.
- Collect personal information without consent.
- Spam, phish, scrape, or engage in similar activities.
- Interfere with site security or functionality.

We may terminate your access for prohibited uses.

10. Disclaimer of Warranties & Limitation of Liability

We do not guarantee that the Services will be uninterrupted, secure, or error-free. Services and products are provided “as is” and “as available,” without warranties of any kind, except those required by law.

To the maximum extent permitted by law, Open Education Academy and its affiliates are not liable for any loss, damage, or expense (direct, indirect, incidental, or consequential) arising from your use of the Services or products.

Nothing in these Terms excludes liability that cannot be excluded under the **Australian Consumer Law**.

11. Indemnification

You agree to indemnify and hold harmless Open Education Academy and its affiliates, partners, officers, employees, and contractors against any claims, damages, or expenses (including legal fees) arising from your breach of these Terms or your violation of any law or third-party rights.

12. Severability

If any provision of these Terms is found unlawful or unenforceable, the remaining provisions will remain valid and enforceable.

13. Termination

These Terms remain effective unless terminated by either you or us. You may terminate at any time by ceasing to use the Services.

We may terminate your access without notice if you breach these Terms, and you remain liable for all amounts due up to termination.

14. Entire Agreement

These Terms, together with our policies (including the **Privacy Policy** and **Refund Policy**), form the entire agreement between you and Open Education Academy, superseding prior agreements.

15. Governing Law

These Terms are governed by and construed under the laws of **Australia**.

16. Changes to Terms

We may update these Terms from time to time. The latest version will always be posted on this page. Continued use of the Services after changes are posted constitutes acceptance of the updated Terms.

17. Contact Us

Questions about these Terms should be directed to:

Email: admin@openeducationacademy.com