

APAC Knowledge Centre Terms of Use

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**AUTHORSHIP**

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# 1 INTRODUCTION

The Asia Pacific Accreditation Cooperation Incorporated (APAC, we, us) is an incorporated society that is registered in New Zealand under the Incorporated Societies Act 1908. APAC operates throughout Asia and the Pacific Rim. Asia refers to the region bounded on the east by the Pacific Ocean, the south by the Indian Ocean, the north by the Arctic Ocean, and the west by an indirect line that follows the Ural Mountains, the Caucasus Mountains, and the Caspian and Black seas. It comprises of Central Asia, East Asia, South Asia, Southeast Asia, and Western Asia.

# 2 APPLICATION OF THESE TERMS OF USE

2.1 The APAC Knowledge Centre (“School”) is an online platform with materials, recordings, webinars and e-learning courses for its users (“Students”, “you”, “your”) who are, primarily, the personnel of accreditation bodies in the Asia Pacific region, APAC evaluators and APAC stakeholders.

2.2 These Terms of Use set out the general terms and conditions of Students’ access to and use of the School. By accessing the School, you are agreeing to be bound by these Terms of Use and to be responsible for compliance with all applicable local laws and regulations. If you do not agree with any of these Terms of Use, you are prohibited from accessing the School and using any of the materials available on the School website.

2.3 If you are accessing the School for or on behalf of the accreditation body you work for or any other legal entity or organisation, you represent and warrant that you are authorised to bind that accreditation body or other legal entity or organisation to these Terms of Use and that all provisions herein will bind that accreditation body or other legal entity or organisation.

2.4 APAC uses teachable.com, a cloud-based IT platform, to “power” the School. Teachable.com has separate terms of use that apply to students who use the teachable.com platform. If you wish to understand more about these terms then please refer to teachable.com's [Terms of Use](https://teachable.com/terms-of-use).

# USE LICENSE

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	3. use the materials for any commercial purpose, or for any public display (commercial or non-commercial);
	4. remove any copyright or other proprietary notations from the materials; or
	5. transfer or disclose the materials to another person or 'mirror' the materials on any other server.
	6. You also agree that you shall not attempt to decompile or reverse engineer any of the underlying software or systems comprising the teachable.com platform.
	7. We reserve the right to suspend or terminate your access to the School at any time at our discretion and without notice if you are not complying with these Terms of Use, including these licence restrictions. Upon termination , you must destroy any downloaded materials in your possession whether in electronic or printed format.

# 3 DISCLAIMER

The materials on the School’s website are provided 'as is'. APAC makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Further, APAC does not warrant or make any representations concerning the accuracy, completeness, currency, likely results, or reliability of the use of the materials on the School website or otherwise relating to such materials or on any sites linked to the School website.

# 4 LIMITATIONS

In no event shall APAC be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to use the materials on the School’s website, even if APAC or its personnel have been notified orally or in writing of the possibility of such damage.

# 5 INDEMNITY

You agree to indemnify and hold harmless APAC and its directors, officers,employees and agents, for, any loss, liability, claim, damage, expense (including but not limitedto costs of investigation and defence and reasonable solicitors’ fees) arising from or inconnection with your use of the School in violation of these Terms of Use or in violation ofany applicable law. This includes any infringement by you of teachable.com’s intellectual property rights in the underlying software and systems comprising the teachable.com platform.

# 6 INVALIDITY

If all or any part of any of the above provisions disclaiming warranties or excluding APAC’s liability is held to be or at any time becomes to any extent invalid, illegal or unenforceable for any reason under any enactment or rule of law it shall to that extent be deemed not to form part of these Terms of Use but the remaining parts of the provision and all other provisions of these Terms of Use shall continue in full force and effect.

# 7 REVISIONS AND ERRATA

The materials appearing on the School website may include omissions, errors and/or inaccuracies, including technical, typographical, or photographic errors. While APAC may make changes to the materials contained on the School website at any time without notice, APAC does not, however, make any commitment to update the materials in order to correct any identified omissions, errors and/or inaccuracies.

**8 LINKS**

The School may provide links to other websites. These websites are outside APAC’s control. APAC is not responsible for the contents of any such linked website and the inclusion of any link does not imply that APAC endorses the linked website. Use of any such linked website is at your own risk and it is your sole responsibility to comply with the term of use for those websites.

**9 TERMS OF USE MODIFICATIONS**

APAC may revise these Terms of Use at any time without notice. By continuing to access the School and use the materials that are available on the School website you are agreeing to be bound by the then current version of these Terms of Use.

**10 GOVERNING LAW**

These terms shall be governed by the laws of New Zealand and any dispute will be brought in the courts of New Zealand.