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# **1. eCampus NZ Terms of Service (notice on website)**

eCampus NZ (part of Te Pūkengā's Open Polytechnic business division), is concerned about the welfare and achievement of ALL its learners. To create and maintain the best possible teaching and learning environment, all learners registered with/using services of eCampus NZ (part of Te Pūkengā's Open Polytechnic business division) are expected to accept certain responsibilities, respect the rights of others and behave in an acceptable manner.

By using the eCampus NZ (part of Te Pūkengā's Open Polytechnic business division) website, or by downloading and or using a eCampus NZ (part of Te Pūkengā's Open Polytechnic business division) mobile application, you confirm that you agree to these Terms of Service and any policies referenced within these Terms of Service

**If you do not agree, do not use our website and do not download and use our mobile applications.**

# **2. Rules for online conduct**

* You are responsible for your own use of the site and for ensuring the security of the personal information held on your computer, mobile or other device.
* You acknowledge the use of this site is at your own risk.
* You will comply with all applicable copyright, intellectual property and software license agreements, and respect the copyright and intellectual property rights of all eCampus NZ (part of Te Pūkengā's Open Polytechnic business division) teaching materials.
* You will respect the privacy of others and abide by the eCampus NZ Privacy policy. (<https://www.tanzecampus.com/privacy-policy/>) This includes (but is not limited to) confidentiality of email, files, data and transmissions.
* You will conduct yourself in a professional and respectful manner, and not undertake any prohibited activities (Refer PROHIBITIED ACTIVITIES section).
* You will ensure all passwords or other authorisation assigned are kept confidential and never shared with others.

# **3. Access and Use**

* You may only use the website for the purpose of seeking or undertaking online educational opportunities as an individual or for associated authorised administrative purposes, and for no other purpose.
* Access to the website is not guaranteed; it may be blocked for maintenance, operational or technical reasons.

# **4. Denial of Access**

We may restrict or block your access to and use of our websites and/or mobile apps at any time if we reasonably believe that you may have breached any provision in these Terms of Service.

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# **5. Personal Information**

The learning environment respects all community participants and their right to privacy. Registration on and use of the eCampus NZ (part of Te Pūkengā's Open Polytechnic business division) website requires provision of some personal information, use of which will be limited to the purposes for which it is provided. By providing personal information when using the eCampus NZ (part of Te Pūkengā's Open Polytechnic business division) website, you agree eCampus NZ (part of Te Pūkengā's Open Polytechnic business division) can share that information with:

* Third party education providers that you have a current relationship with
* Your employer subject to your authorisation or your terms of employment
* Government agencies including those who administer the tertiary education system, allocate funding, develop policy advice for government and conduct statistical analysis and research.
* Industry bodies that support eCampus NZ (part of Te Pūkengā's Open Polytechnic business division)’s service delivery
* eCampus NZ (part of Te Pūkengā's Open Polytechnic business division) contractors to the extent that those contractors may have access to your personal information in the course of administering and improving eCampus NZ (part of Te Pūkengā's Open Polytechnic business division)’s systems and service

# **6. Prohibited Activities**

 Prohibited activities include, but are not limited to attempting or actioning the following:

1. Destruction or alteration of data owned by others
2. Harassment of other users.
3. Intentional damage
4. Disabling other people’s computers
5. Compromising security
6. Disabling or corrupting software systems
7. Destroying, altering, or compromising information integrity
8. Email spamming
9. Sending of threatening or intimidating email or social media postings
10. Service attacks (e.g. making it difficult or impossible for others to use the network effectively and efficiently)
11. Initiating or passing on computer chain letters or electronic junk mail
12. Accessing pornographic material or any other objectionable material
13. Sharing any authentication information e.g. user and password details written and in plain sight
14. Logging on to the website with your own authentication details for someone other than yourself to use
15. Infringement of copyright (including plagiarism) or software license agreement

# **7. Limitation of Liability**

 eCampus NZ (part of Te Pūkengā's Open Polytechnic business division) is not liable for any loss or damage (including direct or indirect loss, or special or consequential loss) arising out of or in connection with:

* the use of (or inability to use) our websites or mobile apps by you or anyone else; and or
* the breach in the security of your computer, mobile or other device or the access to any information held on your computer, mobile or other device by unauthorised third parties.
* Any prohibited activities as described in the ‘Prohibited Activities’ section in this document.

eCampus NZ (part of Te Pūkengā's Open Polytechnic business division) retains the right to alter these Terms of Service at any time.

# **8. Your Data**

 We will provide some information to you during the course on your engagement and progress through the course. This information will be made available to you and may also be made available to the eCampus NZ (part of Te Pūkengā's Open Polytechnic business division) Support Team and any other duly authorised persons to support your success.

 The information will include such things as your interaction with the website (when you log in, what activities you undertake, your progress and assessments) and link this to your progress through the course. From this, the eCampus Support Team can proactively provide appropriate support to facilitate your success. Any data linked to your name will remain confidential to you, eCampus NZ staff any other duly authorised persons.

 Any further dissemination of this data will be anonymised and at a group level (e.g. for everyone on a course). All data and feedback will be grouped and analysed and used to improve the service. Any reporting of analysed data will be anonymous.

# **9. Policy Infringement**

 Policy infringements should be referred to the eCampus NZ (part of Te Pūkengā's Open Polytechnic business division) Senior Leadership Team. A policy infringement is deemed any action that is in violation of this policy and any policies referred to within this policy, or what might be reasonably considered outside of fair and reasonable behaviour.

 Serious Policy Infringements may lead to learner probation, suspension or cancellation/refusal of current or future course participation.

 Any actions required to ensure the integrity and security of the eCampus NZ (part of Te Pūkengā's Open Polytechnic business division) learning environment will carefully be considered. The issues will be socialised and discussed with all concerned parties. All resolution decisions and/or actions are at the sole discretion on eCampus NZ (part of Te Pūkengā's Open Polytechnic business division) and are full and final.

# **10 Employer Subsidised Enrolment**

 Where your employer holds the contract for service with eCampus NZ (part of Te Pūkengā's Open Polytechnic business division) and has either partially or fully funded your access to the eCampus NZ (part of Te Pūkengā's Open Polytechnic business division) Learning Platform and Services, your employer has the right to terminate access within their contractual agreement with eCampus NZ (part of Te Pūkengā's Open Polytechnic business division). Any dispute in relation to employer terminated services is between yourself and your employer.