

1. Introduction

These Terms of Use ("Terms") constitute a legally binding agreement between you ("Client", "you", or "your") and **uSkills Australia** ("uSkills", "we", "our", or "us") governing your access to and use of our website www.uskills.com.au, any related digital platforms, and all services, content, features, and support functions offered by uSkills in connection with the Recognition of Prior Learning (RPL) process.

By accessing or using our website, services, or otherwise engaging with uSkills, you expressly acknowledge and agree to be bound by these Terms, as well as our Privacy Policy and any other applicable policies, disclaimers, or legal notices posted on our website or otherwise made available to you.

uSkills is **not** a Registered Training Organisation (RTO) and does **not** issue qualifications or provide nationally recognised training. uSkills acts solely as an education support service provider, offering advisory, coaching, administrative, and evidence-preparation assistance to individuals seeking RPL assessments through one or more of our Partner RTOs.

You acknowledge and agree that all formal RPL assessments, determinations of competency, qualification issuance, and matters concerning enrolment, fees, refunds, and complaints are the sole responsibility of the relevant Partner RTO. uSkills accepts no liability for such matters beyond the scope of our own service provision.

If you do not agree to these Terms, you must immediately cease all use of our website and services.

For the purposes of these Terms of Use, the following terms shall have the meanings set forth below. Where any ambiguity arises in interpretation, the definitions below are intended to assist the Client (you) in understanding uSkills' obligations and your rights and responsibilities:

- **uSkills:** Refers to uSkills Australia, the service provider offering education support services.
- **Client / You:** The individual or entity using uSkills' services.
- **RPL:** Recognition of Prior Learning; a formal process conducted by a Partner RTO to assess prior experience.
- **Partner RTO:** A Registered Training Organisation partnered with uSkills to conduct assessments and issue qualifications.
- **Services:** The non-accredited advisory, coaching, and administrative support functions provided by uSkills.
- **Terms:** This document, including all sections herein governing the use of uSkills' services and website.
- **Website:** Refers to the uSkills website located at www.uskills.com.au, including all subpages and content.
- **Qualification:** A nationally recognised certificate issued by a Partner RTO upon successful RPL assessment.
- **Microsoft OneDrive:** The cloud-based storage service used by uSkills to securely store client documentation.
- **Enrolment:** The formal process by which a client is registered with a Partner RTO for the purpose of assessment.
- **Assessment:** The RPL evaluation process conducted by a Partner RTO to determine a client's eligibility for a qualification.
- **Support Services:** The assistance provided by uSkills, including consultations, document guidance, and coordination.
- **Applicable Law:** Includes the Privacy Act 1988 (Cth), Australian Consumer Law, and other relevant legislation.
- **Free RPL Appraisal:** An initial, no-obligation review of a client's submitted evidence by a Partner RTO, coordinated by uSkills, to determine potential eligibility for RPL. This does not constitute a full assessment or guarantee an outcome.

2. Service Overview

uSkills provides a structured education support service to assist clients in pursuing qualifications through the Recognition of Prior Learning (RPL) framework, in collaboration with one or more independent, Partner Registered Training Organisations (RTOs). Our services are strictly limited to non-accredited support functions, and do not include the delivery of any nationally recognised training or formal assessment.

The uSkills service model consists of the following stages: *(Continued on next page)*

2.1 Initial RPL Consultation

Clients commence their journey by engaging in a non-binding consultation with a uSkills RPL Advisor. During this session, the Advisor will provide general information about the RPL process, explore the client's background, work experience, and goals, and identify potential qualification pathways. There is no charge for this consultation, and clients are under no obligation to proceed.

2.2 Evidence Gathering Support

If the client chooses to proceed, uSkills will provide structured guidance and coaching to assist them in gathering workplace documents and materials that may be used as supporting evidence for RPL assessment. uSkills does not certify or verify the sufficiency of evidence for assessment purposes and provides no guarantee that submitted documents will result in a positive assessment outcome.

2.3 Initial RPL Appraisal

Once the client submits their evidence, uSkills coordinates with one or more Partner RTOs to conduct a preliminary mapping and assessment against the relevant qualification criteria. This process is carried out solely by qualified assessors at the Partner RTO(s), in compliance with the Standards for RTOs 2015. uSkills relays the assessment findings and, where applicable, facilitates feedback and recommendations for further evidence collection.

2.4 Enrolment with Partner RTO

Should the Partner RTO determine that the evidence meets the requirements for full or partial RPL, the client will be issued a direct enrolment link. All enrolment, fee payment, and contractual obligations at this point are between the client and the relevant Partner RTO. uSkills has no authority or involvement in the management of enrolment terms, refunds, or disputes.

2.5 Certificate Issuance

Upon successful enrolment, assessment, and payment of all applicable fees to the Partner RTO, the qualification certificate(s) will be issued by the RTO in accordance with its internal policies and applicable legislation. Certificates are typically issued electronically and/or in hard copy and may be made available via the client's uSkills account for convenience.

Clients are encouraged to retain their own copies of all documentation and to carefully review the Partner RTO's terms and conditions before enrolling.

3. Client Responsibilities

3.1 Accuracy of Information

You must provide complete, truthful, and accurate information throughout your engagement with uSkills. This includes, but is not limited to, personal details, employment history, qualifications, and the content of all documents submitted as part of your RPL evidence portfolio.

3.2 Ownership of Evidence

You warrant that all documents submitted by you are authentic, created by you, or directly relate to your personal and professional work experience. You acknowledge that submitting false, misleading, or plagiarised documentation may result in immediate termination of service and notification to the Partner RTO and relevant authorities.

3.3 Timely Cooperation

You are responsible for responding to uSkills' communications in a timely manner, attending scheduled appointments, and progressing through the support stages as advised by your RPL Advisor. Failure to engage or provide required documentation within reasonable timeframes may result in delays or discontinuation of support.

3.4 Secure Use of Digital Resources

If you are provided with access to a secure Microsoft OneDrive folder or any other digital platform by uSkills, you are solely responsible for maintaining the confidentiality of your access credentials and the integrity of the folder. Any activity conducted through your link is deemed to be authorised by you. You must immediately notify uSkills of any suspected unauthorised access.

3.5 Independent Review of RTO Terms

You acknowledge and agree that it is your responsibility to review, understand, and accept the enrolment, payment, refund, and complaints policies of the relevant Partner RTO prior to proceeding with any enrolment. uSkills does not review or negotiate terms on your behalf. *(Continued on next page)*

3.6 Document Retention

You are advised to retain original copies of all documentation submitted to uSkills and the Partner RTO. uSkills does not guarantee long-term storage of your files beyond what is operationally necessary or legally required.

Failure to comply with the above responsibilities may limit the effectiveness of uSkills' services and may result in suspension or termination of your access to our support offerings.

4. Limitations of Service

4.1 Non-Assessment Role

uSkills is not authorised to, and does not, conduct formal competency assessments under the Standards for RTOs 2015. All determinations of competency, qualification issuance, or eligibility are made solely by our Partner Registered Training Organisations (RTOs).

4.2 No Guarantee of Outcome

uSkills does not warrant or guarantee any particular outcome or result from the RPL process, including but not limited to successful qualification issuance, full or partial credit, or eligibility for enrolment with any RTO.

4.3 Limited Scope of Advice

Any information, guidance, or recommendations provided by uSkills are general in nature and do not constitute vocational advice, legal advice, or a substitute for professional counsel. Clients are encouraged to seek independent advice relevant to their specific circumstances.

4.4 Technical and Platform Limitations

While we strive to maintain high availability of our website and cloud-based systems (including Microsoft OneDrive), we do not warrant that our services will be uninterrupted, secure, error-free, or free of harmful components. uSkills shall not be held responsible for any system outages, data loss, or unauthorised access beyond our reasonable control.

4.5 Third-Party Reliance

Where our services interface with or rely upon third-party tools, platforms, or RTO systems, uSkills makes no warranties and accepts no liability for performance, availability, policy enforcement, or outcomes controlled by those third parties.

These limitations are a material part of the agreement between you and uSkills and shall apply to the fullest extent permitted by applicable law.

5. Fees and Payments

5.1 No Direct Charges by uSkills

uSkills does not charge clients for consultations, evidence gathering support, or coordination of the RPL appraisal. Our services are provided free of charge up to the point of enrolment with a Partner RTO.

5.2 Payment to Partner RTO

All fees related to formal enrolment, assessment, or qualification issuance are payable directly to the Partner RTO. uSkills does not process, receive, or retain any funds on behalf of RTOs. Any financial transaction you enter into with a Partner RTO is subject to that RTO's own terms and conditions.

5.3 Review of RTO Financial Terms

It is your responsibility to review and understand the fee structure, refund policy, withdrawal terms, and other financial obligations as outlined by the Partner RTO prior to making any payments. uSkills disclaims all liability in connection with payments made to third parties.

5.4 Disputes or Refunds

Any queries, disputes, or refund requests relating to assessment fees, enrolment fees, or service delivery must be addressed directly to the relevant Partner RTO in accordance with their published dispute resolution and refund policies. uSkills is not a party to these financial arrangements and has no authority to resolve such matters.

6. Intellectual Property

6.1 Ownership of Content

All content, tools, templates, graphics, documents, videos, written materials, and other materials available on the uSkills website or provided during the course of service delivery (collectively, "uSkills Content") are the intellectual property of uSkills or are used under appropriate licence. This includes, without limitation, training guides, evidence checklists, marketing materials, and documentation formats. *(Continued on next page)*

6.2 Use of uSkills Content

You are granted a limited, non-exclusive, non-transferable, revocable licence to use the uSkills Content strictly for your personal, non-commercial use in connection with your RPL preparation process. You may not:

- Copy, reproduce, publish, or distribute the content in any format;
- Modify, reverse-engineer, or create derivative works from the content;
- Use the content for any commercial purpose or resale;
- Remove any copyright or proprietary notices from the content.

Any unauthorised use of the uSkills Content may result in the termination of services and may constitute a breach of intellectual property laws under the Copyright Act 1968 (Cth) and other applicable legislation.

6.3 Third-Party Materials

Certain content provided by uSkills may include or reference materials owned by third parties, including but not limited to logos, trade names, digital tools, and templates. All rights in such third-party materials are retained by their respective owners and are subject to their own licence terms. Use of third-party materials by clients must comply with applicable third-party rights.

6.4 Submissions and Feedback

If you provide uSkills with any feedback, suggestions, comments, or other information regarding our services ("Feedback"), you grant us a perpetual, irrevocable, royalty-free, and unrestricted licence to use that Feedback for any purpose, including commercial use, without compensation or obligation to you.

This clause survives termination or expiry of your relationship with uSkills.

7. Warranties and Disclaimers

7.1 No Warranties Provided

To the fullest extent permitted by law, uSkills disclaims all express or implied warranties, representations, guarantees, and conditions with respect to our website, services, or any materials provided. This includes, without limitation, warranties of merchantability, fitness for a particular purpose, reliability, availability, accuracy, or non-infringement.

7.2 Advisory Nature of Services

uSkills provides non-accredited education support and advisory services only. We do not provide formal career counselling, legal services, or any professional advice requiring accreditation or licensure. All support is offered on a good-faith, best-effort basis and should not be relied upon as the sole basis for any decision.

7.3 Qualification and Assessment Disclaimer

uSkills does not warrant that your engagement with us will result in any specific outcome, including:

- The awarding of a qualification;
- The acceptance of your evidence by a Partner RTO;
- The timeframe in which assessment or issuance of certification will occur;
- Eligibility for funding or industry recognition. All assessments and determinations are subject to the independent processes of Partner RTOs.

7.4 Website and Platform Availability

While we aim to ensure the availability and accuracy of our digital services and website, uSkills makes no representations or warranties that:

- The website or its content will be error-free or uninterrupted;
- Files or data downloaded from the website will be free of viruses or other harmful components;
- Technical issues will be resolved within a particular timeframe.

7.5 Statutory Rights

Nothing in these Terms excludes, restricts, or modifies any consumer guarantee, right, or remedy conferred by the Australian Consumer Law or other applicable legislation which cannot be excluded, restricted, or modified by agreement.

8. Limitation of Liability

8.1 Exclusion of Liability

To the maximum extent permitted by law, uSkills, including its directors, officers, employees, contractors, agents, and representatives, excludes all liability for any loss, damage, cost, or expense (whether direct, indirect, special, incidental, or consequential) incurred by you or any third party arising from or in connection with:

- Your use of, or inability to use, the uSkills website or services;
- Errors, inaccuracies, or omissions in any information provided by uSkills;
- Delays, interruptions, or system outages in accessing the platform or OneDrive folder;
- Any act, omission, or decision by a Partner RTO, including refusal of qualification or delayed issuance;
- Viruses, malware, or security breaches encountered through your access to our digital services.

8.2 Limitation of Liability

Where liability cannot be excluded by law, uSkills' total liability arising out of or in connection with the services (however arising, including under contract, tort, negligence, equity, statute, or otherwise) is limited, at our option, to:

- Re-supply of the services;
- The cost of re-supplying the services.

8.3 Australian Consumer Law

Nothing in these Terms is intended to exclude or restrict your rights under the Australian Consumer Law or other applicable laws that cannot be lawfully excluded. To the extent that any such rights apply to our services, they are preserved.

8.4 Third-Party Liability

uSkills will not be held liable for any act, omission, default, or breach by any third-party service provider, including Partner RTOs, or for any claims arising from the terms and conditions or conduct of those third parties.

This section survives the termination of your engagement with uSkills.

9. Indemnity

9.1 Client Indemnification Obligations

You agree to indemnify, defend, and hold harmless uSkills, its directors, officers, employees, contractors, affiliates, agents, and representatives (collectively, "Indemnified Parties") from and against any and all claims, liabilities, losses, damages, costs, expenses, fines, penalties, or legal proceedings (including reasonable legal and professional fees) arising out of or in connection with:

- Your breach of these Terms;
- Any unauthorised use of the uSkills website, content, or services;
- Any act, omission, or negligence on your part in relation to the information or documents you provide;
- Any false, misleading, or fraudulent representations made by you;
- Your infringement of any third-party intellectual property or privacy rights;
- Your failure to comply with applicable laws and regulations.

9.2 Indemnity for Third-Party Claims

This indemnity also applies to any claim made against uSkills by a third party, including a Partner RTO or government authority, arising from your conduct, content, submissions, or communications.

9.3 Survival of Indemnity

Your indemnification obligations under this section will survive the termination or expiration of your use of the services, website, or any contractual relationship with uSkills.

This indemnity is in addition to, and does not exclude, any remedies available to uSkills at law or in equity.

10. Privacy and Data Sharing

10.1 Compliance with Privacy Laws

uSkills is committed to protecting your privacy in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles (APPs). Our Privacy Policy outlines how we collect, store, use, and disclose your personal information and is available at www.uskills.com.au/privacy.

10.2 Types of Information Collected

We may collect and hold personal information including your name, contact details, date of birth, employment and education history, supporting RPL documentation, and any other information necessary to facilitate your engagement with our services.

10.3 Purpose of Collection and Use

Your personal information is collected for the purpose of:

- Providing you with education support services;
- Coordinating RPL assessments with Partner RTOs;
- Facilitating enrolment and administrative support;
- Communicating with you regarding your progress and next steps;
- Complying with legal and regulatory obligations.

10.4 Disclosure to Third Parties

You acknowledge and consent to the disclosure of your personal information and documents to:

- Our Partner RTOs for assessment, enrolment, and certification purposes;
- Our staff, contractors, and advisors involved in your support;
- IT service providers such as Microsoft OneDrive, where your documents and data are securely stored on servers located in Australia;
- Government authorities where disclosure is required by law.

10.5 Security and Storage

We take reasonable steps to ensure your information is protected against misuse, loss, unauthorised access, modification, or disclosure. All documentation is stored in Microsoft OneDrive with strict access controls.

10.6 Access and Correction

You have the right to request access to or correction of your personal information held by us. Requests should be directed to hello@uskills.com.au.

10.7 Retention and Deletion

We will retain your personal information only as long as necessary to fulfil the purposes outlined above, unless a longer retention period is required by law. Upon conclusion of your engagement or upon your request, we will take reasonable steps to securely delete or de-identify your personal information, subject to our legal obligations.

10.8 Client Acknowledgement

By engaging our services, submitting any documents, or using our website, you confirm that you have read, understood, and agreed to our Privacy Policy and consent to the collection, use, and disclosure of your personal information in accordance with it.

This section should be read in conjunction with our full Privacy Policy.

11. Changes to Terms

11.1 Right to Amend Terms

uSkills reserves the right to update, modify, or amend these Terms of Use at any time, for any reason, and without prior notice, where permitted by law. Any changes will take effect immediately upon being published on our website unless otherwise stated.

11.2 Notification of Changes

Where material changes are made, uSkills will take reasonable steps to notify users by posting an updated version of the Terms on the website and updating the "Effective Date" listed at the top of the document. Clients are encouraged to review these Terms periodically. *(Continued on next page)*

11.3 Continued Use as Acceptance

Your continued use of the uSkills website or services after any amendments to the Terms have been published constitutes your binding acceptance of the revised Terms.

11.4 Conflicts and Precedence

In the event of any inconsistency between these Terms and any previous version, the most current version will prevail to the extent of the inconsistency.

12. Governing Law and Jurisdiction

12.1 Governing Law

These Terms are governed by and construed in accordance with the laws of the State of Queensland, Australia, and the parties submit to the non-exclusive jurisdiction of the courts of Queensland and the Commonwealth of Australia.

12.2 Jurisdiction

You agree that any dispute, controversy, or claim arising out of or in connection with these Terms, including any question regarding their existence, validity, interpretation, performance, or termination, shall be submitted to the competent courts located in Queensland. You waive any objection to the exercise of jurisdiction by such courts on any basis, including inconvenience of forum.

12.3 Enforceability

If any provision of these Terms is found to be invalid or unenforceable by a court of competent jurisdiction, that provision will be severed from these Terms and the remainder of the Terms will continue to be valid and enforceable to the fullest extent permitted by law.

This clause survives termination of your engagement with uSkills.

13. Termination

13.1 Termination by uSkills

uSkills may, in its sole discretion and without prior notice, suspend or terminate your access to any part of the website or services if:

- You breach these Terms or any applicable policies;
- You engage in conduct that is unlawful, fraudulent, harmful, abusive, or otherwise objectionable;
- Your continued use is deemed by uSkills to be a risk to the integrity, reputation, or operations of uSkills or its Partner RTOs;
- We are required to do so by law or regulatory authority; or
- Your account or OneDrive folder has been inactive for an extended period and reasonable attempts to contact you have failed.

13.2 Termination by the Client

You may terminate your engagement with uSkills at any time by providing written notice via email to hello@uskills.com.au. Termination by you will not affect any rights or obligations accrued prior to the date of termination.

13.3 Effect of Termination

Upon termination:

- Your access to uSkills services and support will cease;
- Access to your Microsoft OneDrive folder may be revoked or deleted, subject to our data retention obligations;
- Any outstanding obligations under these Terms—including those relating to indemnity, intellectual property, confidentiality, and limitation of liability—shall survive termination;
- You will not be entitled to any refund from uSkills (noting that uSkills does not collect fees from clients);
- Any fees paid directly to a Partner RTO are governed by that RTO's terms.

13.4 No Liability for Termination

uSkills shall not be liable to you or any third party for any loss, damage, or costs arising from suspension or termination under this clause.

14. Force Majeure

14.1 Definition and Scope

uSkills shall not be held liable for any delay or failure to perform its obligations under these Terms where such delay or failure is caused by an event beyond its reasonable control ("Force Majeure Event"). Force Majeure Events include, but are not limited to, acts of God, natural disasters, epidemics, pandemics, war, civil unrest, labour strikes, internet or telecommunications failures, cyberattacks, government restrictions, or the unavailability of third-party services.

14.2 Notification and Mitigation

In the event of a Force Majeure Event, uSkills will take reasonable steps to notify affected clients as soon as practicable and will use reasonable efforts to mitigate the impact and resume performance as quickly as possible.

14.3 Suspension of Obligations

During the period of a Force Majeure Event, uSkills' obligations under these Terms shall be suspended to the extent and for the duration that the performance is prevented, hindered, or delayed.

14.4 No Liability

uSkills will not be liable for any loss, damage, delay, or failure to deliver services resulting directly or indirectly from a Force Majeure Event.

14.5 Termination Due to Extended Force Majeure

If a Force Majeure Event continues for more than sixty (60) days, either party may terminate the agreement by providing written notice to the other party. In such case, termination shall be without liability, except for obligations accrued prior to the date of termination.

15. Entire Agreement

15.1 Entire Agreement

These Terms of Use, together with our Privacy Policy and any other terms and notices expressly incorporated by reference, constitute the entire agreement between you and uSkills in relation to your use of our website, services, and engagement with our support functions. They supersede all prior or contemporaneous communications, representations, agreements, proposals, or understandings, whether oral or written, between the parties.

15.2 No Reliance on Representations

You acknowledge that you have not relied upon any statement, representation, warranty, or promise made or purported to be made by or on behalf of uSkills that is not expressly set out in these Terms.

15.3 Conflicting Provisions

To the extent there is any inconsistency between these Terms and any other document or communication from uSkills, these Terms will prevail unless explicitly stated otherwise in writing by uSkills.

15.4 No Third-Party Rights

Nothing in these Terms shall confer or purport to confer any rights or benefits to any third party.

This clause survives the expiration or termination of your engagement with uSkills.

16. Waiver

16.1 No Waiver Unless in Writing

No waiver of any provision of these Terms shall be effective unless it is in writing and signed by an authorised representative of uSkills. Any failure or delay by uSkills to enforce any right or provision under these Terms shall not constitute a waiver of that right or provision.

16.2 No Continuing Waiver

A waiver by uSkills of any breach or default will not operate as a waiver of any subsequent breach or default, and no waiver will be construed as a continuing waiver of any rights or provisions under these Terms.

16.3 Partial Enforcement Not a Waiver

If uSkills exercises any right or remedy under these Terms in part, this shall not prevent uSkills from further exercising that right or remedy or any other rights or remedies available to it at law or in equity.

16.4 Preservation of Rights

The rights and remedies provided in these Terms are cumulative and do not exclude any rights or remedies provided by law.

This clause survives termination of your engagement with uSkills.

17. Assignment

17.1 No Assignment by Client

You may not assign, transfer, delegate, or otherwise deal with any of your rights or obligations under these Terms without the prior written consent of uSkills. Any attempt to do so without our written consent will be null and void.

17.2 Assignment by uSkills

uSkills may assign, transfer, subcontract, or otherwise deal with any or all of its rights and obligations under these Terms without your consent, including but not limited to:

- To an affiliated company or related entity;
- As part of a sale, merger, acquisition, or internal reorganisation;
- In connection with outsourcing or operational agreements with third-party service providers.

17.3 Binding Effect

These Terms shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

18. Contact Details

18.1 How to Contact Us

If you have any questions, concerns, or complaints about these Terms or the services provided by uSkills, or if you wish to exercise your rights under our Privacy Policy, you may contact us using the details below:

uSkills Australia

Trading as uSkills
Level 4, 260 Queen Street
Brisbane City QLD 4000
Australia

Phone: 1300 165 370

Email: hello@uskills.com.au

Website: www.uskills.com.au

18.2 Business Hours and Response Times

Our standard business hours are Monday to Friday, 9:00am to 5:00pm AEST (excluding public holidays). We aim to respond to all written enquiries within five (5) business days.

18.3 Lodging a Complaint

If you have a complaint about our services or a breach of these Terms, we encourage you to contact us first so we can resolve the issue internally. If we are unable to resolve your concern, you may have the right to escalate your complaint to an external resolution body or regulator, depending on the nature of the matter.