

# MACLE Terms and Conditions

## Terms of Use for Individuals Accessing the My Aged Care Learning Environment (MACLE)

The My Aged Care Learning Environment is operated by CIT Solutions (ABN: 250 086 458 23) for the Australian Department of Health.

Please take time to read these Terms and Conditions as they affect your access to the My Aged Care Learning Environment. These Terms and Conditions are subject to change at any time and it is recommended that you refer back to these terms periodically to monitor such changes.

By accessing the My Aged Care Learning Environment, you (the 'Learner') agree to enter a legal agreement under common law, in which you agree to abide by the conditions laid out on this webpage. These Terms and Conditions will be governed by laws of Australia.

These Terms and Conditions formulate the agreement between CIT Solutions ('administrators') and the Learner. The Learner has the responsibility to read, comprehend and agree to all of the Terms and Conditions of use, as well as those of the Privacy Statement and Fees and Charges upon enrolment.

If you do not understand any of the Terms and Conditions, do not access the system - instead contact us by email at [MyAgedCare@cit.edu.au](mailto:MyAgedCare@cit.edu.au) or by phone on 02 6205 3694. This will enable us to clarify your query prior to you accepting the Terms and Conditions set out below.

### Cancellation and Refund Policy

Learners can cancel their nomination and request for access on the My Aged Care Learning Environment at any time, however a refund will only be considered if the My Aged Care Learning Environment administrative team is notified in writing (via [MyAgedCare@cit.edu.au](mailto:MyAgedCare@cit.edu.au)) and enrolment into accredited programs has not been commenced.

Refunds will only be returned to your funding body or the Department of Health, not individual learners.

Learners must confirm receipt about their cancellation request. CIT Solutions accepts no responsibility for non-receipt of messages or transmissions sent and therefore cannot be held liable for any fees charged in those circumstances, as a result of non-receipt by the administrators.

Once an enrolment has been processed, no refund will be considered. Transfers will be considered upon individual application in writing to the My Aged Care Learning Environment administrative team (via [MyAgedCare@cit.edu.au](mailto:MyAgedCare@cit.edu.au)). However, we reserve the right to refuse any transfers of course enrolment.

In the unlikely event that the My Aged Care Learning Environment is unable to deliver your courses, a remedy will be devised, in consultation with your funding body or the Department of Health.

## **Transferring to Another Party**

Learners agree that each account is for their own personal use only. Multiple learners are not permitted to share an account or share log-in details with users not enrolled in MACLE.

## **Role/User Restriction**

Some courses are for the exclusive access of those with a pre-approved need and requirement to learn, and access specific information regarding particular roles in aged care. Misrepresentation of this need and unauthorised access will be detected through periodic audits of the system and access logs may be reported to the relevant Department of Health stakeholder.

## **Usage and Access to the My Aged Care Learning Environment**

Ongoing use of the My Aged Care Learning Environment will mean the Learner acknowledges and continues to accept the Terms and Conditions presented above, as well as any changes that may be incorporated in the future.

Any terms presented on any other My Aged Care Learning Environment page will be seen as accepted by conduct, if the Learner continues to utilise the My Aged Care Learning Environment.