

**The University of Waikato  
Te Whare Wānanga o Waikato**

**Terms of Use for Massive Open Online Courses (MOOCs)**

University of Waikato (UOW) Massive Open Online Courses (MOOCs) and their materials are designed to be appropriate for participants who are aged 16 years or older.

Your participation in this MOOC, and your use of the UOW site on which it is made available (Site), are subject to the following Terms of Use.

**Terms of Use**

**Acceptance of the Terms of Use**

1. Your participation in this MOOC constitutes your acceptance of these Terms of Use.
2. The UOW reserves the right to remove your access to this MOOC at any time if you do not abide by these Terms of Use.
3. The UOW reserves the right to modify the Terms of Use (at its sole discretion) at any time without notice. The UOW will post the updated Terms of Use on the Site, and your continued participation in the MOOC constitutes your acceptance of the modified Terms of Use.
4. These Terms of Use are governed by New Zealand law.

**User Accounts and Passwords**

5. In setting up your user account for this MOOC (User Account), you will be required to enter personal information, including, but not limited to, your name and email address. All information provided by you must be accurate, current and complete and you must maintain the information to keep it accurate, current and complete.
6. Your password for your User Account must be kept secure and not divulged to third parties.
7. You must take all reasonable precautions to maintain the integrity of your password and any other security mechanisms; if a password becomes insecure or potentially insecure, you must, as soon as is practicable, implement a new secure password.

**The Site and Systems**

8. You must not:
  - (a) access or attempt to access any other person's User Account
  - (b) misrepresent or attempt to misrepresent your identity while using the Site
  - (c) do anything, or allow anything to be done, that damages, restricts, jeopardises, impairs or undermines the performance, usability, reliability, confidentiality or accessibility of any digital information system, program, or other stored information or data

- (d) access, read, alter, delete or in any other way interfere with, any information, data or files (including electronic mail) held by another person, or attempt to do any of these things, or allow any of these things to be done, regardless of whether the operating system of the computer permits these acts
  - (e) post any defamatory, offensive or inappropriate material
  - (f) use the Site in a manner, or for a purpose, which would bring the UOW into disrepute or which would harm unfairly the reputation or professional prospects of any of the UOW's students or staff or other participants in this MOOC.
9. The Site has places where participants may post content including their personal opinions and other expressions on a wide range of topics. Neither this user-generated content, nor any links to other websites, are screened, moderated, approved, reviewed or endorsed by the UOW. By posting to or viewing this content, you agree that the UOW is not responsible or liable for the content of any postings.
10. The UOW reserves the right (but not the obligation) to remove any content from the Site at its discretion.
11. The UOW is not responsible for the content of, or events arising from, communications or interactions between users and others on the Site, or any internet sites where access is not controlled by the UOW.
12. The UOW does not provide any warranties or guarantees that the Site will be available continuously without interruption, nor that it will be error free.

#### **Privacy and Security of Data**

13. The UOW will collect, use, store and disclose personal information about you in accordance with the Privacy Act 1993. The UOW will make available to you all information that it collects from you, and you may request the correction of such personal information at any time in accordance with the Privacy Act 1993.
14. The UOW will not disclose personal information about you to third parties, except as provided under the Privacy Act 1993.
15. Your name and e-mail address will be viewable by other participants in the MOOC. You may be invited to provide additional information about yourself, such as location, preferences, and responses to certain survey information; in such cases it will be made explicit that the additional information will be viewable by other participants. You should be careful not to add personal or private information about yourself that you do not wish others to see.
16. Records of participation in this MOOC may be used for research purposes and/or to improve the user experience for future participants. No individual participants will be named or made otherwise identifiable in any research outputs, e.g. publications, presentations or reports that arise from this research.
17. You are expected to respect the right to privacy of others. You must not make inappropriate use of other participants' personal information.

18. Any inappropriate contact or communication from another participant in the MOOC should be reported immediately to the instructor of the MOOC.

### **Copyright and Plagiarism**

19. You must comply with the Copyright Act 1994 and UOW license agreements. Materials made available to you through the MOOC will use Open Content or Open Software Licenses (such as Creative Commons or GPL) where possible. Unless indicated otherwise, all text, images and audio are licensed under a Creative Commons-Attribution-NonCommercial-ShareAlike 3.0 License ([CC-BY-NC-SA](http://creativecommons.org/licenses/by-nc-sa/3.0/legalcode) <http://creativecommons.org/licenses/by-nc-sa/3.0/legalcode>).
20. You agree that nothing in this Terms of Use gives you any right, title or interest in any material belonging to or licensed to the University (excepting any material licensed by you under clause 23).
21. Original material that you create and contribute to the MOOC will remain yours.
22. By posting any material to the Site, you agree that you have the right to use the material and that it does not infringe the copyright of others.
23. By posting material to the Site you grant the UOW a worldwide, perpetual, royalty-free and non-exclusive license to modify, adapt and publish that material in order to operate the MOOC.
24. You must not commit plagiarism. (Plagiarism means presenting as one's own work the work of another, and includes the copying or paraphrasing of another person's work in an assessment item without acknowledging it as the other person's work through full and accurate referencing; it applies to assessment presented through a written, spoken, electronic, broadcasting, visual, performance or other medium.)

### **Limitation of Liability**

25. You agree that the UOW will be under no liability whatsoever to you or any third party for any loss arising out of or flowing from your use of the Site or your participation in the MOOC.

### **Indemnity**

26. You agree to indemnify the UOW against all costs, claims, liabilities, expenses and demands suffered or incurred by the UOW arising out of or relating to your use of the Site or of the MOOC.

### **Modification or Cancellation of the MOOC**

27. The UOW reserves the right to cancel, interrupt, or reschedule the MOOC or modify the content of the MOOC at any time without notice as well as the value or weight of any assignment, examination, or other evaluation of progress.
28. If a MOOC is cancelled, interrupted, modified or rescheduled, or a User Account cancelled under clause 31, the UOW will be under no obligation to return or provide any information or documents to you.

**Status**

29. Participation in this MOOC does **not** constitute
- (a) admission as a student to the UOW or to any programme of study other than this MOOC, or
  - (b) an entitlement to be admitted to or enrolled at the UOW at any time in the future, or
  - (c) an entitlement to access or use UOW resources other than those provided to you expressly for the purpose of this MOOC.
30. Participation in or completion of the MOOC does not result in, or confer credit towards, any UOW qualification. The UOW provides no representation or warranty as to the outcome of your participation in the MOOC.

**Breaches of the Terms of Use**

31. Where the UOW believes you have breached these Terms of Use, the UOW may:
- (a) remove any relevant material from the Site and
  - (b) remove your access to the Site (and therefore to the MOOC).

29 July 2013