

Data Ownership And Privacy

Data Ownership

You own your data. Period. All project data submitted to and collected by is the property of the Project Owner and their associated Institution. Online Peer Solutions and the PRP Quality Platform make no claim to the ownership or permission to use project data submitted to the portal.

Data Storage

The PRP Quality Platform is hosted within Australian based data-centres. To improve performance for international users, Content Distribution Networks (CDN) are utilised to serve content via a geographically distributed network of proxy servers and their data centres. The goal is to distribute service spatially relative to end-users to provide high availability and high performance.

Sharing Of Evidence and Review Material & Intellectual Property

The PRP Quality Platform provides a secure and intuitive platform upon which to create, disseminate and collaborate on the platform. Evidence and review material is only visible to users expressly invited to participate (for example, in each project in the capacity of Project Reviewer, Panel Member, ChairPerson and/or Collaborator). The PRP Quality Platform recommends that Project Owners include a Memorandum of Understanding or Participant Agreement with each project which clearly outlines the rights, responsibilities and restrictions of all project participants. Only trusted participants should be invited to participate in your Project or view your documents.

Information We May Collect

For statistical purposes, we collect anonymous information on website activity (such as top pages viewed, the number of pages viewed, the number of sessions, popular session times). We use this data to evaluate our website performance and to improve the content we display to you. We do not use cookies for collecting user information on our website. To evaluate the effectiveness of our platform, we may use third parties to collect statistical data. No personal information is collected on these occasions.

How We Use Your Information

The PRP Quality Platform uses your information to better understand your needs and provide you with better service. Specifically, we use personal information:

To complete a transaction;
To deal with your queries or customer service issues promptly;
To keep you up-to-date with products, services, events or promotions we think would be of particular interest through a variety of channels (you will be able to “opt-out” from this activity at any time); and
For planning, product development or research purposes.

For further information on how we collect and store personal information, please see our [privacy policy](#)

Confidentiality

Confidential Information

Each party ("Disclosing Party") may disclose "Confidential Information" to the other party ("Receiving Party") in connection with the Contract, which is anything that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure including all subscriptions, as well as non-public business, product, technology and marketing information. Confidential Information of Customer includes Customer Data. If something is labelled "Confidential," that's a clear indicator to the Receiving Party that the material is confidential. Notwithstanding the above, Confidential Information does not include information that (a) is or becomes generally available to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) is received from a third party without breach of any obligation owed to the Disclosing Party; or (d) was independently developed by the Receiving Party.

Protection And Use Of Confidential Information

The Receiving Party will (a) take at least reasonable measures to prevent the unauthorized disclosure or use of Confidential Information, and limit access to those employees, affiliates and contractors who need to know such information in connection with the Contract ; and (b) not use or disclose any Confidential Information of the Disclosing Party for any purpose outside the scope of this Contract. Nothing above will prevent either party from sharing Confidential Information with financial and legal advisors; provided, however, that the advisors are bound to confidentiality obligations at least as restrictive as those in the Contract.

Terms Of Service

These Customer Terms of Service describe your rights and responsibilities when using the PRP Quality Platform. These Customer Terms outline your access and use of the platform.

Binding Contract

These Customer Terms form your written agreement with us and together form a binding contract between Customer and us. Terms such as 'we', 'our' and 'us' refer to the PRP Quality Platform, which is owned by Online Peer Solutions and an initiative of PRP Quality Ltd (NFP).

Your Agreement On Behalf Of "Customer"

If you purchase a project type for review, invite collaborators to be part of the review, you acknowledge your understanding of the then-current Contract and agree to the Contract on behalf of Customer. Please make sure you have the necessary authority to enter into the Contract on behalf of the Customer before proceeding.

Who Is "Customer"? (Hint: There Can Be Only One)

"Customer" is the institution that you represent in agreeing to the Contract. If you set up the project, then you are the customer. Someone who is not formally affiliated with an institution cannot be a customer.

Signing Up Using An Institution Email Domain

If you signed up for the PRP Quality Platform using your institution email domain, your organization is Customer, and Customer can modify and re-assign roles in your institutions such as Institution Manager/ and or Faculty Managers (including your role) and otherwise exercise its rights under the Contract. If Customer elects to replace you as the representative with ultimate authority for the institution, we will provide you with notice following such election and you agree to take any actions reasonably requested by us or Customer to facilitate the transfer of authority to a new representative of Customer.

What This Means For Customer—And For Us

Individuals authorized by Customer to access the Services (an "Authorized User") may submit content or information to the Platform, such as messages or files ("Customer Data"), and Customer may exclusively provide us with instructions on what to do with it. For example, Customer may provision or deprovision access to the Platform, enable or disable third party users, transfer or assign collaborators depending on the project type.

Customer will (a) inform Authorized Users of all Customer policies and practices that are relevant to their use of Portal and of any settings that may impact the processing of Customer Data; and (b) obtain all rights, permissions or consents from Authorized Users and other Customer personnel that are necessary to grant the rights and licenses in the Contract and for the lawful use and transmission of Customer Data and the operation of the Services.

Ordering Subscriptions

A subscription allows an Authorized User to access the PRP Quality Platform. No matter the role, a subscription is required for each Authorized Project Owner. A subscription may be procured through the Platform interface. Each Authorized User must agree to User Terms to activate their subscription. Subscriptions commence when we make them available to Customer and continue for the term specified in the Services "check-out" interface. Each subscription is for a single Authorized User for a specified term and is personal to that Authorized User. During an active subscription term, adding more subscriptions is fairly easy. A Customer may purchase more subscriptions at the same price stated on the PRP Quality Platform interface and all will terminate on the same date.

Purchasing Decisions

We may share information about our future product plans because we like transparency. Our public statements about those product plans are an expression of intent, but do not rely on them when making a purchase. If a customer decides to buy our Services, that decision should be based on the functionality or features we have made available today and not on the delivery of any future functionality or features.

Choosing To Be A Beta Tester

Occasionally, we look for beta testers to help us test our new features. These features will be identified as "beta" or "pre-release," or words or phrases with similar meanings (each, a "Beta Product"). Beta Products may not be ready for prime time so they are made available "as is," and any warranties or contractual commitments we make for other Services do not apply. Should Customers encounter any faults with our Beta

Products, we would love to hear about them; our primary reason for running any beta programs is to iron out issues before making a new feature widely available.

Feedback Is Welcome

We welcome feedback from our customers to make the Platform more user friendly. If Customer sends us any feedback or suggestions regarding our Services, there is a chance we will use it, so Customer grants us (for itself and all of its Authorized Users and other Customer personnel) an unlimited, irrevocable, perpetual, sublicensable, transferable, royalty-free license to use any such feedback or suggestions for any purpose without any obligation or compensation to Customer, any Authorized User or other Customer personnel. If we choose not to implement the suggestion, please don't take it personally.

Privacy Policy

When you use the PRP Quality Platform, you are trusting us with your information. We understand that this is a big responsibility and we work hard to protect your information and put you in control. The [Privacy Policy](#) is meant to help you understand what information we collect, why we collect it, and how you can update, manage, export, and delete your information. You can use the PRP Quality Platform in a variety of ways. For example, you can sign up using your institution's Google or Microsoft account, which protects the privacy of your PRP account. You can also choose to access the PRP Quality Platform using a code to send to your email.

You can add your financial information to Stripe to be paid as a reviewer, which has valid security features which holds all your financial data. We do not have access to this information. You can also choose to make your professional profile (public or private) and toggle different features. Whatever information you add to the PRP Quality Platform, either in projects or your profile, we treat it as personal information. The information may include: surveys, course reports, subject reports, and data.

Use Of The Services

Customers must comply with the Contract and ensure that its Authorized Users comply with the Contract and the User Terms. We may review conduct for compliance purposes, but we have no obligation to do so. We aren't responsible for the content of any Customer Data or the way Customer or its Authorized Users choose to use the Services to store or process any Customer Data. Customer is solely responsible for providing high speed internet service for itself and its Authorized Users to access and use the Services.

Our Removal Rights

If we believe that there is a violation of the Contract that can simply be remedied by Customer's removal of certain Customer Data we will ask Customer to take direct action rather than intervene. However, we may directly step in and take what we determine to be appropriate action, if the Customer does not take appropriate action, or if we believe there is a credible risk of harm to us, the Services, Authorized Users, or any third parties.

Payment Terms

For Customers that purchase our Services, fees are specified at the Services interface "check-out" and must be paid in advance. Payment obligations are non-cancellable and, except as expressly stated in the Contract, fees paid are non-refundable. Fees are stated exclusive of any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction (collectively, "Taxes"). Customers will be responsible for paying all Taxes associated with its purchases, except for those taxes based on our net income.

Our Responsibilities

Providing The Services

A customer isn't the only one with responsibilities; we have some, too. We will (a) make the Services available to Customer and its Authorized Users as described in the Contract; and (b) not use or process Customer Data for any purpose without Customer's prior written instructions; provided, however, that "prior written instructions" will be deemed to include use of the Services by Authorized Users and any processing related to such use or otherwise necessary for the performance of the Contract.

Protecting Customer Data

The protection of Customer Data is a top priority for us so we will maintain administrative, physical, and technical safeguards. Those safeguards will include measures for preventing unauthorized access, use, modification, deletion and disclosure of Customer Data by our personnel. Before sharing Customer Data with any of our third party service providers, we will ensure that the third party maintains, at a minimum, reasonable data practices for maintaining the confidentiality and security of Customer Data and preventing unauthorized access. Customer (not us) bears sole

responsibility for adequate security, protection and backup of Customer Data We are not responsible for what Customer's Authorized Users do with Customer Data. That is the customer's responsibility.

Ownership And Proprietary Rights

The Customer will own all Customer Data. Subject to the terms and conditions of the Contract, Customer (for itself and all of its Authorized Users) grants us a worldwide, non-exclusive, limited term license to access, use, process, copy, distribute, perform, export and display Customer Data, only as reasonably necessary (a) to provide, maintain and improve the Services; (b) to prevent or address service, security, support or technical issues; (c) as required by law. Customer represents and warrants that it has secured all rights in and to Customer Data from its Authorized Users as may be necessary to grant this license.

And What's Ours Is Ours

We own and will continue to own our Services (that is the PRP Quality Platform), including all related intellectual property rights. We may make software components available, via app stores or other channels, as part of the Services. We grant to Customer a non-sublicensable, non-transferable, non-exclusive, limited license for Customer and its Authorized Users to use the object code version of these components, but solely as necessary to use the Services and in accordance with the Contract and the User Terms. All of our rights not expressly granted by this license are hereby retained.

Terms & Termination

Contract Term

A paid subscription has a term that may expire or be terminated. The Contract remains effective until all subscriptions ordered under the Contract have expired or been terminated or the Contract itself terminates.

Termination For Cause

We or Customer may terminate the Contract on notice to the other party if the other party materially breaches the Contract and such breach is not cured within thirty (30) days after the non-breaching party provides notice of the breach. Customer is responsible for its Authorized Users, including for any breaches of this Contract caused

by its Authorized Users. We may terminate the Contract immediately on notice to Customer if we reasonably believe that the Services are being used by Customer or its Authorized Users in violation of applicable law.

Effect Of Termination

Upon any termination for cause by Customer, we will refund Customer any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by us, Customer will pay any unpaid fees covering the remainder of the term of those subscriptions after the effective date of termination. In no event will any termination relieve the Customer of the obligation to pay any fees payable to us for the period prior to the effective date of termination.

Data Portability And Deletion

We are custodians of Customer Data. During the term of a project owner's subscription, Customer will be permitted to export or share certain Customer Data from the Services; provided, however, that because we have different products with varying features and Customer has different retention options, Customer acknowledges and agrees that the ability to export or share Customer Data may be limited or unavailable depending on the type of Services plan in effect and the data retention, sharing or invite settings enabled. Following termination or expiration of a project owner's subscriptions, we will have no obligation to maintain or provide any Customer Data and may thereafter, unless legally prohibited, delete all Customer Data in our systems or otherwise in our possession or under our control.

Representations; Disclaimer Of Warranties

Customer represents and warrants that it has validly entered into the Contract and has the legal power to do so. Customer further represents and warrants that it is responsible for the conduct of its Authorized Users and their compliance with the terms of this Contract and the User Terms. The Services and all related components are provided 'as is' and 'as available' basis without warranties of any kind. Customers acknowledge that we do not warrant that the services will be uninterrupted, timely, secure or error-free.

Limitation Of Liability

Other than in connection with a Party's indemnification obligations, in no event will either the Customer's or the PRP Quality Platform's aggregate liability arising out of or related to the contract exceed the total amount paid by Customer in the 12 months preceding the last event giving rise to liability. The limitations under this "Limitation of Liability"

section apply with respect to all legal theories, whether in contract, tort or otherwise, and to the extent permitted by law. The provisions of this "Limitation of Liability" section allocate the risks under this Contract between the parties, and the parties have relied on these limitations in determining whether to enter into this Contract and the pricing for the Services.

Our Indemnification Of Customer

We will defend Customer from and against any and all third party claims, actions, suits, proceedings, and demands alleging that the use of the Services as permitted under the Contract infringes or misappropriates a third party's intellectual property rights (a "Claim Against Customer"), and will indemnify Customer for all reasonable attorney's fees incurred and damages and other costs finally awarded against Customer in connection with or as a result of, and for amounts paid by Customer under a settlement we approve of in connection with, a Claim Against Customer; provided, however, that we will have no liability if a Claim Against Customer arises from (a) Customer Data ; and (b) any modification, combination or development of the Services that is not performed by us, including in the use of any application programming interface (API).

Limitations On Indemnifications

An indemnified party will always be free to choose its own counsel if it pays for the cost of such counsel; and (b) no settlement may be entered into by an indemnifying party, without the express written consent of the indemnified parties (such consent not to be unreasonably withheld), if (i) the third party asserting the claim is a government agency, (ii) the settlement arguably involves the making of admissions by the indemnified parties, (iii) the settlement does not include a full release of liability for the indemnified parties, or (iv) the settlement includes terms other than a full release of liability for the indemnified parties and the payment of money.

General Provisions

Publicity

Customer grants us the right to use Customer's institutional name and logo as a reference for marketing or promotional purposes on our website and in other public or private communications with our existing or potential customers, subject to Customer's standard trademark usage guidelines as provided to us from time-to-time. We don't want to list customers who don't want to be listed, so Customer may send us an email to support@prpquality.org stating that it does not wish to be used as a reference.

Force Majeure

Neither us nor Customer will be liable by reason of any failure or delay in the performance of its obligations on account of events beyond the reasonable control of a party, which may include denial-of-service attacks, a failure by a third party hosting provider or utility provider, strikes, shortages, riots, fires, acts of God, war, terrorism, and governmental action.

Relationship Of The Parties; No Third Party Beneficiaries

The parties are independent contractors. The Contract does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third party beneficiaries to the Contract.

Email And Peer Review Portal Messages

Except as otherwise set forth herein, all notices under the Contract will be by email, although we may instead choose to provide notice to Customer through the Services . Notices to the PRP Quality Platform will be sent to support@prpquality.org where support Notices will be deemed to have been duly given (a) the day after it is sent, in the case of notices through email; and (b) the same day, in the case of notices through the Services.

Modifications

As our business evolves, we may change these Customer Terms and the other components of the Contract (except any Order Forms). If we make a material change to the Contract, we will provide Customer with reasonable notice prior to the change taking effect, either by emailing the email address associated with Customer's account or by messaging Customer through the Services. Customers can review the most current version of the Customer Terms at any time by visiting this page and by visiting the most current versions of the other pages that are referenced in the Contract.

Severability

The Contract will be enforced to the fullest extent permitted under applicable law. If any provision of the Contract is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the Contract will remain in effect.

Contacting PRP Quality Platform

Please also feel free to contact us if you have any questions about PRP Quality Customer Terms of Service.

You may contact us at support@prpquality.org

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