



myHITO Terms of Use

The use of myHITO is subject to the following conditions and restrictions (Terms of Use).

Access to and use of MYHITO is only available to a user, being a (natural) person affiliated with HITO in any way, including its personnel, staff, trainers, trainees, assessors or moderators, who is authorized by HITO to access and use (a part of) myHITO (User). By using myHITO, User agrees to the terms as set out below.

1. Admission

1.1 Only HITO's affiliated trainers, trainees, assessors and moderators, HITO's staff and any other person with an official HITO account provided by HITO may enter myHITO.

2. User obligations

2.1 User agrees to:

- a. Comply with all applicable laws, rules and regulations, including the Privacy Policy, and HITO's regulations for computer and network use (Network Use Regulations) and these Terms of Use;
- b. Use reasonable security precautions with regard to entering myHITO;
- c. Cooperate with HITO's reasonable investigation of outages, security problems, and any suspected breach of this Terms of Use;
- d. Comply with all license terms or terms of use for any software, content, or website, if communicated by HITO, when it uses or accesses myHITO;
- e. Give HITO accurate, current, and complete information that may be useful and required for performance of myHITO and shall guarantee that provided information shall be correct and complete;
- f. Use reasonable efforts to prevent unauthorized access to or use of myHITO, notify HITO of any known or suspected unauthorized use of User's account, or any other breach of security. If there is a conflict between the articles in this Terms of Use and all applicable laws, rules and regulations, New Zealand law, rules and regulations will have priority over these Terms of Use.

3. Availability



- 3.1 HITO provides myHITO and its content to the User. To ensure high availability HITO made a strong agreement with iQualify. However, it is possible that myHITO is temporarily not available or information is incorrect. For example, HITO or iQualify may temporarily suspend myHITO in full or in part for the purpose of carrying out maintenance to myHITO. Therefore, it is the responsibility of the User to be on time when e.g. turning in an assignment. When myHITO is unavailable for a longer time period the User should contact HITO and not iQualify.

4. Update Terms of Use

- 4.1 The Terms of Use may be updated and changed by HITO in its sole discretion at any time. When changes are made, HITO will make a new copy of the Terms of Use available here. Any changes to the Terms of Use will be effective immediately for new Users of myHITO and will be effective thirty (30) days after posting of notice of such changes on either myHITO or the HITO website. If a User does not agree to any change(s) after receiving a notice of such change(s), the user shall stop using myHITO. Otherwise continued use of myHITO constitutes the acceptance of the updated Terms of Use.

5. Intellectual property rights

- 5.1 Intellectual property rights attached to all software, hardware or other items and facilities (including documentation) provided by HITO, is owned by HITO and/or its licensors, including iQualify. All data, details, information and any other documents or content that the User submits, sends or places in myHITO, remains the property and responsibility of User (User Content). Neither HITO nor iQualify are responsible to pre-screen User Content.
- 5.2 User grants HITO, during its use of myHITO, a fully paid, perpetual, worldwide, irrevocable, royalty-free, non-exclusive and fully sub licensable license to use, distribute, reproduce, modify and adapt its User Content for purposes of operating and providing myHITO.

6. Suspension

- 6.1 The User shall not abuse myHITO and shall comply with the Network Use Regulations. Examples of abuse are uploading racist, sexually explicit, personally insulting and/or homophobic content as well as any content that includes any form of direct calls for violence or other threats. HITO is entitled to suspend temporarily or refuse access to myHITO indefinitely in case of abuse. If temporary or final suspension is initiated by the supplier of myHITO - iQualify - that suspension will be attributed to HITO as if it were initiated by HITO.
- 6.2 The User must abide by the Social Learning Guidelines when interacting with other Users on myHITO.



7. Termination

- 7.1 HITO may terminate User's access to myHITO permanently if:
- a. User uses the in violation of this Terms of Use or Social Learning Guidelines and fails to remedy the violation within 5 (five) days of HITO's notice;
 - b. User uses myHITO in violation of this Terms of Use and, in HITO's reasonable judgment, termination is necessary to protect HITO, or any third party from operational, security, or other risk;
 - c. User's account has been suspended for 5 (five) days or more; or
 - d. User fails to comply with any other provision of this Agreement and does not remedy the failure within 5 (five) days of HITO's notice to User describing the failure; or
 - e. Once User is no longer registered with HITO's Training Management System or employed by HITO. HITO determines, in HITO's reasonable judgment, that immediate termination without notice is necessary to protect HITO or any third party, including Instructure, from operational, security, financial or other risk. Upon termination, User must discontinue to use myHITO in every way, unless granted extended access.

8. Liability

- 8.1 All liability for any damage which might be incurred as a result of access to and use of myHITO including any damage resulting from the use of third-party websites or applications offered through myHITO is excluded to the extent possible under applicable New Zealand law. This limitation of liability applies to HITO as well as its licensors, including iQualify.

9. Notices

- 9.1 User communications regarding myHITO should be sent to support@myhito.nz