



Terms of Use

(Last reviewed: May 14, 2026)

1. Overview

1.1 We, **Vygo Pty Ltd** (ACN 609 658 531) or Nominee (**Vygo, us, our, we**) own and operate:

- (a) the mobile application "Vygo";
- (b) the Platforms located at www.vygoapp.com, www.vygo.app and www.vygo.com.au; and
- (c) any other products and services we release from time to time, (together, **Platform**)

which allows users to find and access support services as further outlined in clause 2 of this document.

1.2 By accessing and using the Platform you acknowledge you have read, understood and agree to comply with:

- (a) these Terms of Use;
- (b) our Privacy Policy; and
- (c) any other terms, policies or notices published on the Platform (**Related Terms**) that can be viewed [here](#)

(collectively, **Terms**).

1.3 Our Terms form a binding contractual agreement between the user of the Platform (**User, you**) and us.

1.4 Before accessing and using the Platform, you should read the Terms carefully. If you have any questions about the Terms, you can contact us at team@vygoapp.com.

1.5 If you do not agree to the Terms, as amended from time to time, in whole or in part, including the class action waiver included below, you must not access or use the Platform.

1.6 These Terms will change over time. If we make minor changes to the Terms without materially changing your rights, we will post the modified Terms on our website. We will notify you by email, through the Platform, or by presenting you with a new Terms to accept if we make a modification that materially changes your rights. When you use the Platform after a modification is posted, you are telling us that you accept the modified terms.

1.7 If you are over the age of 13 and younger than the age of consent for your jurisdiction (a **Minor**), by accessing and using the Platform, you confirm that you have the consent of your parent or guardian and have received your parent or guardian's permission to use the Platform and agree to these Terms.

- 1.8** If you are the parent or guardian of a Minor, you agree that you are solely responsible for such Minor's use of the Platform and to bind the Minor to these Terms and to fully defend, indemnify and hold us harmless if the Minor breaches any of these Terms.
- 1.9** If you do not meet the requirements of Sections 1.7 or 1.8, you must not access or use the site.

2. How it works

2.1 Overview

- (a) The Platform allows universities or similar institutions (**Institutions**) to create support services, invite their students, representatives, affiliates and staff to join the Platform and manage their support services.
- (b) Once the students have joined the Platform, the Platform connects users requiring support services (**Learners**) to peers, mentors, advisors, tutors, leaders, staff or other nominated persons willing to provide the required support services (**Mentors**) or supported services linked externally from the Platform.
- (c) A Learner may, through the functionality provided on the Platform:
- (i) search for support services hosted on the Platform;
 - (ii) search for support services hosted as external links on the Platform;
 - (iii) search for and RSVP to events hosted on the Platform;
 - (iv) start chat sessions (**Session**) or request a 1:1 video support session or group video event with Mentors (**Requested Session**);
 - (v) accept, amend, update or cancel certain Requested Sessions;
 - (vi) send text chat messages to Mentors;
 - (vii) engage in video or text chat with Mentors during the Session and Requested Session;
 - (viii) request to become a Mentor to other Learners, and
 - (ix) leave feedback about Sessions and Requested Sessions; and
 - (x) search and RSVP to events
- any other functionality as may be added by Vygo to the Platform from time to time.
- (d) A Mentor may, through the functionality provided on the Platform:
- (i) start chat sessions with Learners;
 - (ii) review Requested Sessions from Learners;
 - (iii) accept Requested Sessions (**Accepted Session**);
 - (iv) make enquiries about or reject Requested Sessions;
 - (v) send text chat messages to Learners;

- (vi) engage in Sessions and requested Sessions via video or text chat with their Learner;
 - (vii) leave reviews about Sessions and Requested Sessions; and
- any other functionality as may be added by Vygo to the Platform from time to time.

2.2 Communication and messaging

- (a) Learners and Mentors may use a messaging feature available on the Platform to communicate directly about Requested Sessions and Accepted Sessions or for other related purposes in order to utilise the Platform.
- (b) Each time you receive a message through the Platform, Vygo may send a notification to you via text message or email. If you do not wish to receive notifications, you can manage your notification settings through the functionality provided on the Platform.
- (c) We or your Institution may monitor your communications through the Platform's messaging feature to ensure compliance with these Terms and your Institution's policies and codes of conduct. We may, at our discretion or when requested by your Institution, provide your communications to the Institution.

2.3 Reviews

- (a) Learners may rate and provide feedback about a Mentor regarding the performance of services facilitated through the Platform (**Review**).
- (b) We strongly encourage users of the platform (**Users**) to provide Reviews, and may from time to time, contact you to remind you to provide a review for completed Sessions and Accepted Sessions.
- (c) Reviews must be true, fair and accurate.
- (d) Reviews can be viewed by other Users and will remain viewable until the relevant User's account is cancelled or removed from the Platform.
- (e) We or your Institution may, but are not obliged to, review a Review made by a User.
- (f) If we or your Institution, in our sole discretion, consider that a Review is untrue, unfair, inaccurate, offensive or otherwise inappropriate, we or your Institution may delete the Review and/or prohibit the User from posting the Review.

3. About Us

- (a) We act as a facilitator between Mentors and Learners and their Institution (as applicable), and our role is strictly limited to facilitating access to the Platform.
- (b) By accessing and using the Platform, you acknowledge and agree that:
 - (i) we are not responsible for, and have no control over the conduct, interactions or dealings between Users;

- (ii) we are not an employment agency or labour hire business, nor are we a referral or booking agent and we do not provide related services;
- (iii) we are not a party to any agreement entered into between Users;
- (iv) we reserve the right, but are not obliged to monitor, review, verify, edit, modify or delete material, content, data or information created, generated or transmitted by Users through the Platform (collectively, **User Content**).

4. Access to Platform

- (a) To access the Platform, you must create an account. Vygo reserves the right to make any parts of this site accessible only to Users who have registered and created an account.
- (b) You may only create one account on the Platform or Institution space you've been invited to.
- (c) To register a User account, you must:
 - (i) be an individual;
 - (ii) if you are a Minor, have obtained the necessary parental or guardian consent to access and use the Platform;
 - (iii) provide complete and accurate answers to all the items in the sign-up page, including your full name and email address; and
 - (iv) read and agree to the Terms.
- (d) When you register your account, you may have to nominate a password. You are responsible for maintaining the confidentiality and integrity of your account, password and for all use and activity carried out on your account. Vygo will not be liable for any loss or damage arising from or in connection with your failure to comply with this security obligation. You agree that Vygo will be entitled to assume that any person using this site, your account or the Platform with your username and password is you or your authorised representative.
- (e) If you believe that there has been unauthorised access to your account, please contact us or your Institution immediately.
- (f) Vygo may, at its sole discretion, implement, use and modify tools to verify the identity of any User. The tools may include, but are not limited to:
 - (i) mobile phone verification technology; and
 - (ii) integration with your Institution's information management systems or single sign on.
- (g) The information you provide us through the Platform, including but not limited to during account registration and User verification, must be accurate, complete and up to date. You must update this information from time to time to ensure it remains up to date.
- (h) The information you or your Institution provide us to create your account will be used to create your User profile (**Profile**) on the Platform.

- (i) You acknowledge and agree that, where we have partnered with your Institution to allow you access to and use of the Platform, you may be required to provide evidence or authentication of your relationship with the Institution, including by logging into our Platform through your Institution's single sign on or email address.

5. Use of Platform

5.1 Your Obligations

You represent and warrant to:

- (a) use the Platform in accordance with these Terms;
- (b) provide and keep accurate, current and complete all information provided in the Platform;
- (c) comply with your Institution's rules, standards and/or applicable codes of conduct; and
- (d) comply with all applicable rules of common law, principles of equity, international law and any applicable federal, state, local laws, statutes, rules, regulations, proclamations, ordinances or by-laws and other subordinate legislation of any country anywhere in the world.

5.2 Limitations

In accessing the Platform, you represent and warrant that you will not:

- (a) modify or copy the layout of the Platform or any computer software and code contained in the Platform;
- (b) interfere with or disrupt the Platform, including by transmitting any viruses, spyware, malware or any other code of a destructive or disruptive nature;
- (c) create accounts with us through unauthorised means, including but not limited to by impersonation or identity falsification or by using an automated device, script, bot or other similar means;
- (d) restrict, or attempt to restrict, another User from using or enjoying the Platform;
- (e) interfere with the privacy of another person;
- (f) infringe any intellectual property rights or any other contractual or proprietary rights of another person;
- (g) stalk, defame, bully, harass, abuse, threaten, intimidate, or impersonate other people or entities;
- (h) do any act, engage in any practice or omit to do any act or engage in any practice that:
 - (i) is or could be considered obscene, illegal, unauthorized, fraudulent, offensive, inappropriate, defamatory, indecent, threatening or objectionable in any way;
 - (ii) would cause us to breach or to be taken to breach a law;

- (iii) would bring us into disrepute; or
- (iv) interferes with the integrity or supply of the Platform to all Users; or
- (i) encourage or facilitate violations of the Terms.

5.3 Deletion of your account

You may delete your account with Vygo at any time through the functionality provided on the Platform.

6. Intellectual property rights

- (a) We own or are the licensee of all rights, title and interest (including copyright, designs, patents, trademarks and other intellectual property rights) in the Platform, and in or to the Material made available to you in providing the Platform (together, the **Platform Content**).
- (b) You grant us a non-exclusive limited licence to copy, transmit, store, backup and/or otherwise access or use the User Content you upload into the Platform to:
 - (i) communicate with you;
 - (ii) supply the Platform to you and otherwise perform our obligations under these Terms;
 - (iii) diagnose problems with the Platform;
 - (iv) enhance and otherwise modify the Platform;
 - (v) perform analytics;
 - (vi) develop other services, provided we de-identify User Content; and
 - (vii) as reasonably required to perform our obligations under these Terms.
- (c) Your use of and access to the Platform does not grant or transfer any rights, title or interest to you in relation to the Platform Content.
- (d) You must not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, create derivative works from, transfer or sell any Platform Content or any other material in whatever form contained within the Platform.
- (e) For clarity your Institution shall own the User Content relating to your user experience on the Platform.

7. Platform Content & User Content

7.1 General

- (a) We own all Platform Content and if we have a direct relationship with your Institution, your Institution may also have access to all Platform Content and User Content and owns your experience.

- (b) You consent to any act or omission which would otherwise constitute an infringement of your moral rights. If a third party has moral rights in your User Content, you must ensure the third-party consents in the same manner.
- (c) User Content must be accurate, truthful and genuine, provided for information purposes. We do not have the ability or responsibility to verify the accuracy or otherwise of the User Content.

7.2 Sharing Platform Content & User Content

- (a) We may share your User Content, including the contents of any chats or messaging through the Platform directly with your Institution at any time if requested by the Institution. Any such disclosure will be in accordance with the terms of our Privacy Policy.
- (b) We may also share aggregated and anonymised User Content and other information with the Institution and other third parties for research and analytics processes.
- (c) For further information about when and how we collect and share your User Content and other information, please refer to our Privacy Policy [here](#).

7.3 Security of content

- (a) We will take all reasonable steps to implement, maintain and enforce security procedures and safeguards to protect the security, confidentiality and integrity of the User Content from unauthorised access or use by a third party or misuse, damage or destruction by any person.
- (b) However, given the nature of the internet, we do not guarantee and cannot ensure the security of the User Content and, subject to the provisions of Partner Terms & Conditions and Data Processing Agreement, we expressly exclude liability for any such loss, however caused.
- (c) We recommend you take proactive means to protect your computer and phone system from potential hazards by installing firewalls, anti-virus software and other security platforms.

7.4 Prohibited content

You must not create or generate any User Content which contravenes the Acceptable Usage Policy (as outlined [here](#)) or any of the following requirements:

- (a) you must hold all necessary rights, licences and consents to do so;
- (b) it must not cause you or us to breach any law, regulation, rule, code or other legal obligation;
- (c) it must not be in breach of or inconsistent with any of your Institution's policies or codes of conduct;
- (d) it must not be capable of being considered inappropriate, bullying, fraudulent, defamatory, offensive, abusive, indecent, illegal or disparaging;
- (e) it must not bring us into disrepute; and
- (f) it must not infringe the rights, including intellectual property rights, of any third party.

7.5 Enforcement

- (a) We and your Institution reserve the right to, but do not assume the obligation to:
 - (i) remove, screen or edit Platform Content and User Content that violates our Terms or is otherwise objectionable, as determined by us in our sole discretion;
 - (ii) disable your access to all or certain functions of the Platform where you have violated this clause 7, as determined by us in our sole discretion; and
 - (iii) notify your Institution or its agent or representatives of the violation of this clause 7 and assist with their investigations or enquiries into the Platform Content or User Content.
- (b) You acknowledge and agree that your Institution may take action or impose penalties against you as a result of your conduct on the Platform, the Platform Content and/or the User Content and we will not be liable for or party to such action and/or penalties.

8. Third Party Links

- (a) The Platform may contain links to other Platforms owned and operated by third parties, which are not under our control (**Third Party Links**).
- (b) Third Party Links are provided as a convenience to you and the existence of such links on the Platform is not an endorsement of those Third Party Links.
- (c) We are not responsible for the content or material contained on any Third Party Link.

9. Privacy

- (a) We will collect, process, use and disclose any personal information you provide us when using the Platform in accordance with our Privacy Policy.
- (b) You acknowledge and agree that we may share your personal information with your Institution or receive additional personal information about you from your Institution in accordance with our Privacy Policy.
- (c) Users should never disclose personal details such as their full names, home address, phone number or email address with another User in any communication on the Platform, except as required to provide or receive the services on the Platform.
- (d) For more information on our information collection and handling practices, please view our Privacy Policy [here](#).

10. Machine Learning

When you interact with the machine learning and AI features on the Platform, you may provide input to the Platform (**Submissions**), which causes the Platform to generate responses (**Generated Responses**). Submissions and Generated Responses together constitute **Machine Learning Content**.

- (a) You retain ownership of your Submissions. Vygo owns and assigns to you all rights and interests in the Generated Responses resulting from your Submissions. This means you have the freedom to use Machine Learning Content within the boundaries set by these Terms and Vygo's policies. So, it is crucial for you to understand that you are responsible for Machine Learning Content, and it should not breach any applicable laws or these Terms.
- (b) Vygo has the right to use Machine Learning Content for any legal purpose, including maintaining and improving the Platform, complying with the law, enforcing Vygo policies, and in connection with providing data to Vygo users, including, our Institution Partners, for their internal purposes.
- (c) Due to the nature of machine learning, it is possible that Generated Responses may not be unique to you. In fact, the Platform might produce similar responses for other Vygo users who submit questions or inputs akin to yours. These similar Generated Responses requested by and generated for other users are not considered part of your Machine Learning Content.
- (d) You should never include personally identifiable information, such as names or addresses, in your Submissions, and Vygo disclaims all liability in connection with your inclusion of such information in your Submission.
- (e) Using machine learning features can occasionally lead to incorrect Generated Responses that may not accurately represent facts or offer reasonable advice. Therefore, it's important that you evaluate the accuracy of any Generated Response, especially in the context of your particular situation, which might require human review for a more relevant response.

11. Disclaimer

- (a) The Platform and Third Party Links are provided to you on an 'as is' and 'as available' basis. We make no warranty, guarantee or representation, express or implied, about the accuracy, reliability or timeliness or otherwise of the Platform, Third Party Links, or about the security associated with the transmission of information to Vygo or via the Platform.
- (b) We reserve the right to change, suspend or discontinue any aspect of the Platform, including removing any Platform Content, User Content or Third Party Links, at any time and without notice to you.
- (c) You are responsible for considering the appropriateness of the Platform for your intended application and use and we give no warranty, guarantee or representation that the Platform is suitable for or meets your requirements.
- (d) We disclaim all warranties, express or implied, including, but not limited to, the warranties of merchantability, fitness for a particular purpose, non-infringement, title, custom, trade, quiet enjoyment, system integration and freedom from computer virus.
- (e) We do not represent or warrant that the Platform will be error-free or uninterrupted; that defects will be corrected; or that the Platform or the server that makes the Platform available is free from any harmful components.

- (f) We are not responsible or liable for the conduct of any User or your Institution. We reserve the right to monitor or become involved in any dispute between you and another User.
- (g) We are not responsible for and make no representations or warranties as to the truthfulness or accuracy of any Platform Content or User Content.
- (h) We are not responsible for or liable to you or any third party for any action taken against you or another User by your Institution as a result of your use or misuse of the Platform.
- (i) We do not warrant that your use of the Platform is lawful in any particular jurisdiction, and we specifically disclaim such warranties. By accessing or using the Platform you represent and warrant that your activities are lawful in every jurisdiction where you access or use the Platform.
- (j) Some jurisdictions limit or do not allow the disclaimer of implied or other warranties so the above disclaimer may not apply to you to the extent such jurisdiction's law is applicable to you and these Terms.
- (k) You acknowledge that your use of the Platform is at your sole risk, and hereby give any consents required by law for the Platform to operate as set forth in these Terms.

12. Exclusions and limitation of liability

12.1 General

- (a) To the fullest extent permitted by law, we are not liable to you for any loss or damage you may suffer or incur in connection with your access to and use of the Platform.
- (b) To the fullest extent permitted by law, we are excluded from liability for special, indirect exemplary, special, punitive, incidental or consequential damages or losses, including damages for loss of data, loss of or claim for, revenue, profits, actual or potential business opportunities or anticipated savings or profit.
- (c) Any limitations or exclusions do not apply to our liability for loss suffered or incurred by you for:
 - (i) our fraudulent or other unlawful acts;
 - (ii) our gross negligence; or
 - (iii) liability that cannot be limited or excluded by applicable law.
- (d) To the fullest extent permitted by law, our liability to you is limited to the total amount of the fees paid by you to Vygo or paid by your Institution to Vygo and attributable to your use of the Platform, in the 12 months immediately preceding the incident giving rise to our liability.

12.2 Release

You agree that your use of this site and the Platform is at your own discretion and risk. You agree to release Vygo and its directors officers, employees, agents, consultants, licensors, partners and affiliates from any claim, demand or cause of action, known or unknown, that you may have against any of them arising from these

Terms or the use of this site and the Platform by you or any other person, as well as the actions, content, information, or data of third parties connected to the use of the Platform. Vygo may plead this release as a bar and complete defence to any claims or proceedings.

You agree that in the event you incur any damages, losses or injuries that arise out of Vygo's acts or omissions, the damages, if any, caused to you are not irreparable or sufficient to entitle you to an injunction preventing any exploitation of any web site, service, property, product or other content owned or controlled by us, and you will have no rights to enjoin or restrain the development, production, distribution, advertising, exhibition or exploitation of any web site, property, product, service, or other content owned or controlled by us.

By accessing the Platform, you understand that you may be waiving rights with respect to claims that are at this time unknown or unsuspected, and in accordance with such waiver, you acknowledge that you have read and understand, and hereby expressly waive, the benefits of section 1542 of the civil code of California, and any similar law of any state or territory, which provides as follows: "a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

12.3 Force majeure

To the maximum extent permitted by law, and without limiting any other provision of these Terms, Vygo excludes liability for any delay in performing any of its obligations under these Terms where such delay is caused by circumstances beyond the reasonable control of Vygo, and Vygo shall be entitled to a reasonable extension of time for the performance of such obligations.

13. Indemnity

To the fullest extent permitted by law, you must defend (at Vygo's request), indemnify and keep indemnified, and hold harmless, Vygo, our directors, employees, contractors and agents, Related Bodies Corporate and Related Entities as defined in the *Corporations Act 2001* (Cth) (together, **Indemnified Persons**) from and against any loss (including reasonable legal costs and expenses) or liability incurred by any of the Indemnified Persons from any claim, demand, suit, action or proceeding by any person against any of the Indemnified Persons where such loss or liability arose directly or indirectly out of or in connection with:

- (a) any breach of these Terms by you;
- (b) breach of any right of another User;
- (c) any User Content, material or information that you submit, post, transmit or otherwise make available through this site and the Platform;
- (d) your use of, or connection to, this site and the Platform; or
- (e) your negligence or misconduct, misrepresentation, or violation of any law or the rights of any person, including but not limited to any intellectual property, publicity, confidentiality, property or privacy right,

except to the extent that the loss or liability is caused or contributed to by the act or omission of any of the Indemnified Persons.

You will cooperate as fully required by Vygo in the defense of any claim. Vygo reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not in any event settle any claim without the prior written consent of Vygo.

14. Termination

- (a) We reserve the right to cease operating the Platform, without notice and for any reason.
- (b) We may terminate our relationship with you without notice and with immediate effect if:
 - (i) you, in any way, breach these Terms; or
 - (ii) we are requested to do so by your Institution or the Institution of which you are former student or graduate, in your Institution's sole discretion.
- (c) On termination of these Terms:
 - (i) access to your account will expire or cease; and
 - (ii) you will not have any access to Platform Content and/or User Content through the Platform; and
 - (iii) we will remove your account and its related information from the Platform.
- (d) We are not liable for any costs, losses or damages of any kind arising as a consequence of terminating your access to the Platform.

15. Controlling Terms

Vygo is continually improving its Service, and we may occasionally offer special features or functionality which include additional Terms. If any of the additional Terms conflict with the Terms described below, the additional Terms control.

16. Dispute Resolution

16.1 Informal Dispute Resolution

We want to address your concerns without needing a formal legal case. Before filing a claim against Vygo, you agree to try to resolve the dispute informally by contacting us at support@vygoapp.com or by calling our customer emergency support line on +1 503 828 3961. We'll try to resolve the Dispute informally by contacting you through email. If a dispute is not resolved within 15 days after submission, you or Vygo may bring a formal proceeding.

16.2 Governing Law & Proceedings

- (a) The Terms are governed by the laws in force in New York in the United States.
- (b) You and we submit to the exclusive jurisdiction and venue of the courts of New York in the United States. To the extent legally permitted, each party

waives any and all objections to the exercise of jurisdiction over it by such courts and to venue in such courts.

- (c) We both agree to waive our right to a jury trial.
- (d) You may only resolve Disputes with Vygo on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class actions or arbitrations, private attorney general actions, and consolidation with other cases or arbitrations aren't allowed under our agreement.
- (e) Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to your use of the Vygo products or Vygo Service must be filed within one (1) year after such claim or cause of action arose, or else that claim or cause of action will be barred forever.

17. Enforcement

- (a) If any provision of these Terms is held to be unlawful, void, or for any reason unenforceable during arbitration or by a court of competent jurisdiction, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions. Vygo's failure to insist upon or enforce strict performance of any provision of these Terms will not be construed as a waiver of any provision or right. No waiver of any of these Terms will be deemed a further or continuing waiver of such term or condition or any other term or condition.
- (b) These Terms constitute the entire agreement between you and Vygo and governs your use of the Service, unless you have a separate signed agreement with Vygo that states it supersedes this Terms. Notwithstanding the foregoing, Vygo may occasionally offer special features or functionality which include additional Terms. If any of the additional Terms conflict with the Terms described below, the additional Terms control.
- (c) You will not assign the Terms or assign any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of Vygo. Any purported assignment or delegation by you without the appropriate prior written consent of Vygo will be null and void. Vygo may assign these Terms or any rights hereunder without your consent.

18. Contact us

If you wish to contact us or report a concern, please contact us at team@vygoapp.com.