

## **Terms of Use**

### **1. User Agreement**

- 1.1** By registering for, accessing, browsing or using this website – www.skodel.com (which includes any mobile website or mobile application) (in each case and hereinafter called the "**Website**") you acknowledge that you have read, understood and agree to be bound by these terms and conditions (hereinafter called the "**Agreement**"). Please read this Agreement carefully before using the Website.
- 1.2** This Agreement is formed between you and **Skodel Technology Pty Ltd** (referred to in this Agreement as "**we**", "**us**", "**our**" or "**Skodel**").
- 1.3** In this Agreement, a user includes, without limitation, students, educators, schools, teachers, tutors and parents linked to a Skodel 'user account' via a school subscription. Anyone who uses the Website is referred to in this Agreement as a "**user**", "**users**", "**you**" and "**your**".
- 1.4** In this Agreement, a reference to "**Content**" means any and all Content, information, documents, materials, data, files, images, graphics, audio, text, comments, reviews and any other Content in any form uploaded, displayed or transmitted on through or on our Website and/or Services.
- 1.5** If you do not agree to any terms and conditions of this Agreement, you must not use the Website.
- 1.6** We reserve the right to make amendments to this Agreement from time to time at our sole discretion. The Agreement can be viewed by you at any time on our Website. By continuing to use the Website, you agree to be bound by the amendments.

### **2. Website - Access, Changes and Management**

- 2.1** We reserve the right to change the platform of the Website at our sole discretion at any time and without prior written notice, including without limitation, in relation to:
  - a) determining what Content can and cannot be uploaded on the Website;
  - b) determining how Content is presented and displayed on the Website;
  - c) the Website's functionality and layout;
  - d) revising, editing, or deleting Content uploaded or displayed on the Website; and
  - e) modifying, suspending or cancelling any user accounts on the Website.
- 2.2** We do not guarantee that you will be able to access the Website in the same way or with the same equipment or software you used prior to any change(s).

**2.3** For the purpose of this Agreement, “**Services**” include without limitation, any Services we provide you and the Content offered by us on our Website. We reserve the right to impose limits on certain features and Services, and terminate or restrict your access to the Website (whether partially or fully). An example of this is the free trial we offer you, in which your access will be cut off after a certain period of time. We will do our utmost to notify you via e-mail as to why we have restricted your access. In cases where you are unsure, you can [contact us](#) and we will respond within a reasonable time.

**2.4** We will not be responsible or liable for any loss, damage or expense suffered or incurred at any time by users or any other third party, as a result of or arising in anyway out of us taking any actions under this clause 2.

### **3. Your Use of the Website**

**3.1** You agree to not use the Website for any purpose that is not permitted by:

- a) this Agreement;
- b) any applicable law or regulation; and/or
- c) generally accepted practice or guidelines.

**3.2** You must not nor make any attempt to:

- a) access any part of the Website by any means other than through the interface provided by us;
- b) engage in any activity that interferes with or disrupts the Website or the servers and networks that host the Website;
- c) interfere with security-related features of the Website, or features that prevent and restrict the use or copying of any Content or enforce limitations on the use of the Website or the Content on the Website;
- d) use, copy, or distribute Content except as permitted by this Agreement, by law, or with our prior written consent;
- e) infringe, or encourage the infringement, of a third party’s rights, including intellectual property, confidentiality or privacy rights;
- f) not decompile, reverse engineer or disassemble the Website, or otherwise attempt to derive the source code from the Website;
- g) not copy or modify the Website, create derivative works based on the Website, or use the Website to develop any product or services which has the same or similar primary function as the Website or the Services; and
- h) provide, resell or white label the Services (or any part thereof) to any third party, whether or not as part of any other service.

**3.3** You acknowledge and agree that any suspected fraudulent, abusive, discriminatory, defamatory, threatening or illegal activity is not tolerated and may be referred to the

appropriate law enforcement authorities.

- 3.4** Any Content that is uploaded, displayed or transmitted through or on our Website and/or Services is the sole responsibility of the person who created the Content. Skodel will not be responsible or liable for any loss, damage or expense suffered or incurred at any time by users or any other third party, as a result of or in connection with any Content uploaded, displayed or transmitted through or on our Website and/or Services.
- 3.5** You must not use another user's account without the other user's express written consent.
- 3.6** If you suspect or become aware of any unauthorised use of your account or that your password is no longer secure, you must contact us immediately and take immediate steps to re-secure your account (including by changing your password).

#### **4. Information displayed on Website**

- 4.1** You warrant that you will not upload, display, contribute or transmit any Content that is deemed inappropriate (including without limitation what is not 'permitted' above), defamatory or objectionable,. You also warrant that any Content you provide us with is current, accurate, complete and correct. Should this change, it is your responsibility to update this content within seven (7) days. Your Content is protected as outlined in our Privacy Policy, however, it is your responsibility as the user to select a secure password and protect your password to help mitigate the risk of your Content being shared.
- 4.2** Skodel endeavours to display timely, suitable, accurate, complete and correct Information on the Website. However, Skodel does not represent or warrant the timeliness, suitability, accuracy, completeness or correctness of any Content displayed on the Website and Skodel is not responsible or liable for any loss, damage or expense suffered or incurred at any time by Users or any third party as a result of or arising in any way out of:
  - a) any error, omission or imperfection in any Content (including manifest and typographical errors);
  - b) the deletion or failure to properly store or secure any Content;
  - c) any invalid, illegal, misleading and deceptive, or inaccurate Content;
  - d) any unfavorable, negative, dishonest, discriminatory, offensive, harmful, defamatory, abusive, malicious or objectionable Content; or
  - e) the uploading, downloading, displaying, accessing, editing or removing of any Content on the Website.

## 5. Price and Payments

Schools and government bodies are the only users that are charged by Skodel to use the Website and receive the Services. There is only one type of subscription in which Skodel will take payments, which is a school or government subscription. All school subscriptions are handled between Skodel and each School or government body individually, whereby each school or government body will enter into a separate License Agreement with Skodel to use the Website and receive the Services.

## 6. Warranty, Limitation of Liability and Indemnity

6.1 To the maximum extent permitted by law, and except as expressly provided in the Agreement, all terms, conditions, warranties and representations (in each case whether express, implied, statutory or otherwise) relating in any way to the Website, the Services or this Agreement are excluded.

6.2 Without limiting clause 6.3, and to the maximum extent permitted by law, any liability of Skodel in connection with the Website, the Services or this Agreement:

- a) under any condition or warranty that cannot be excluded by law;
- b) under any consumer guarantee or other right under any law; or
- c) on any other basis (including contract or negligence),

is limited at Skodel's option to the replacement, repair or resupply of the relevant goods or services or the payment of the cost of the replacement, repair or resupply of the relevant goods or services.

6.3 To the maximum extent permitted by law, all liability of Skodel is excluded in respect of any indirect, incidental or consequential loss (including without limitation loss of profits, revenue or business) suffered or incurred by users or any other third party in relation to the Website, the Services or otherwise under or in connection with the Agreement.

6.4 To the maximum extent permitted by law, each user hereby indemnifies and keeps indemnified Skodel, and its respective officers, employees and agents (**those indemnified**) from and against any and all losses, damages or expenses suffered or incurred by any of those indemnified arising from or related to:

- a) any breach of the Agreement by that user;
- b) any act, omission, default or negligence of that user;
- c) any claim, demand, suit, action or proceeding by any person against any of those indemnified arising out of that user's use of the Website or the Services;
- d) the provision of Services;
- e) any disputes with a user; and

- f) any matters relating to Content supplied to Skodel and/or uploaded, displayed or transmitted on the Website.

This indemnity may be enforced by Skodel before and without incurring any expense or making any payment to any person.

## **7. Intellectual Property**

- 7.1** Skodel exclusively retains ownership of all rights, title and interest in and to (including all intellectual property rights) the Website, the Services and Content (except as expressly agreed otherwise) and users are not entitled to use any such intellectual property without Skodel's prior written consent. Any unlawful use or any of the aforementioned actions or behaviour will constitute a material infringement of Skodel's intellectual property rights.
- 7.2** 'Skodel', 'Skodel Technology', 'Skodel Holdings', 'Skodel IP' and skodel.com (or any other distinctive Skodel intellectual property) are trademarks, trade/business names, logos and domain names belonging to Skodel. Any use of these without Skodel's prior written consent is expressly prohibited.
- 7.3** The other trademarks used on the Website that belong to third parties are used with permission and remain the intellectual property of that third party.
- 7.4** If you correspond or otherwise communicate ("**communication**") with us on the Website, including without limitation:
  - (a) publishing testimonials on our Website;
  - (b) stating ideas and suggestions for improving the Services;
  - (c) completing the customer feedback questionnaires; or
  - (d) generally providing any type of feedback about the Website or the Services,

you automatically grant to us an irrevocable, perpetual, non-exclusive, royalty-free, world-wide license to use, copy, display, publish and distribute the your communication on our Website and to prepare derivative works of the communication or incorporate the communication into other works including without limitation social media posts, blog posts and E-Newsletter publications and to generally promote Skodel

## **8. Termination**

- 8.1** Teachers can terminate their personal Skodel account at anytime.
- 8.2** Any termination of a school's Skodel account will be subject to the Licence Agreement entered into by that school.
- 8.3** A student's Skodel account can only be terminated by their corresponding teacher

Skodel account.

- 8.4** Termination of any Skodel account, for any reason, will not entitle the user to a refund of any payments made to Skodel prior to termination.
- 8.5** Skodel reserves the right to terminate Skodel accounts, without notice and acting reasonably, when you are using the Website and Services in such a way that it does not comply with this Agreement. Upon termination, all access to the Website and our Services will be ceased immediately.

## **9. Registration and Notices**

- 9.1** As part of the process of completing the registration to the Website, users must provide a current email address and any other contact details that Skodel requests for registration.
- 9.2** Skodel may send users notices or other written communication via the Website, by SMS/MMS or by email to an email address provided by them during the registration. Each party must ensure that at all times their contact details (including email address) are correct and current.
- 9.3** Any notice or other written communication sent by users to Skodel under or in connection with this Agreement must be sent by email to [info@skodel.com](mailto:info@skodel.com).

## **10. General**

- 10.1** This Website may be accessed throughout Australia and overseas. We make no representations that the Content on the Website complies with the laws (including intellectual property laws) of any country outside Australia. If you access the Website from anywhere, you do so at your own risk and are responsible for complying with the laws in the place where you access the Website.
- 10.2** This Agreement and your use of the Website will be governed by and interpreted in accordance with the laws of New South Wales and the Commonwealth of Australia. You irrevocably submit to the exclusive jurisdiction of the courts of the State of New South Wales and the Commonwealth of Australia. Disputes arising from your use of this site are exclusively subject to the jurisdiction of the courts of New South Wales and the Commonwealth of Australia.
- 10.3** Skodel may update the Agreement by providing 48 hours' notice to users. Any updates will take effect immediately on the time and date specified in the said notice.
- 10.4** Subject to clause 10.3, this Agreement may only be varied, amended or extended by written agreement signed by the relevant parties.

- 10.5** If any part of this Agreement is found to be void, unlawful or unenforceable then that part will be deemed to be severable from the balance of this Agreement and the severed part will not affect the validity and enforceability of any remaining provisions.
- 10.6** If we do not exercise or enforce any right or provision under this Agreement, it will not constitute a waiver of such right or provision. Any waiver of any provision under this Agreement will only be effective if it is in writing and signed by us.
- 10.7** No user may transfer or assign its rights or obligations under this Agreement to any other person.