



TERMS AND CONDITIONS OF USE/SERVICES

KOLLIDE PTY LTD

1. Introduction

The Kollide software, Kollide iOS app, the Kollide android app, kollide.com and any subdomains and relevant apps are made available by Kollide Pty Ltd, its subsidiaries and/or related entities (“**Kollide**”, “**we**”, “**us**” or “**our**”).

All services and facilities provided through the above are provided subject to the following terms and conditions. These Terms of Use/Service, our Privacy Policy and other documents are published on the “Resources” page on each of the websites (the “**Terms and Policies**”) govern your use of each website and application. We limit our liability to you in our Disclaimer at clause 2.5 and elsewhere below.

Access to and use of any information on our website or application and dealings made with Kollide is conditional upon your acceptance of the Terms and Policies. We recommend you read them carefully and print out and keep a copy of them for your future reference. By using our site and/or our application, you confirm that you accept these Terms and Policies and that you agree to comply with them. If you do not wish to accept any part of these Terms and Policies then you may not use our websites or our applications.

The Kollide applications and websites are operated by Kollide Pty Ltd. We are registered in Australia.

We are a proprietary limited company.

By accessing our applications or websites, you agree to be legally bound by these Terms of Use/Service, the Terms and Policies, and all applicable laws and regulations and you agree that you are responsible for compliance with any applicable local laws. As the user, you are responsible for compliance with any and all laws, regulations, rules, and tax obligations that may apply to your use of the application and content within the application or on our website.

2. Definitions, Interpretation and Preliminary Provisions

2.1 Unless the context requires otherwise, the following terms have the following meanings:

“**Annual Service Fees**” means fees charged by us for the provisions of Services, where such fees are charged on a yearly basis;

“**Intellectual Property Rights**” means, in relation to the Services and works derived from them (“**Works**”), or any part, summary or derivation of the Works, all present and all future right title and interest in or to any confidential information, logos, brand names, business names, trade

names, domain names, registered trademarks, unregistered trademarks, registered designs, unregistered designs, copyrights, patents, service marks, business know-how, inventions, computer programs, business systems, website content, materials or other related information;

"Member" refers to an individual authorised to use the Website and/or the Service by a School, whether a member of staff of a School, a Parent, a Teacher or a Student;

"Membership" means an individual's licence to access our service and associated login information (such as a login email and password), as authorised;

"Parent" means a parent or legal guardian of a student as the case may be. "Parental" shall be interpreted accordingly;

"Pricing Schedule" means the pricing list for the Services provided by Kollide, detailing the costs of the Services;

"Service" refers to the services provided through any of our Websites;

"School" refers to a school, school district, club, or institution, which are primary account subscribers to the Service;

"Student" means a student or club member invited to use the Service by a School;

"Websites" means our websites, the Kollide iOS and Android apps and the Kollide applications, teaching resources and all associated materials and content;

Use of the term **"Website"** below means the one or more of our Websites, those which you are a Member, and/or use and access.

- 2.2 These Terms of Use/Service should be read as a whole with the other Terms and Policies and provide the exclusive terms of the relationship between Kollide and (1) Schools, (2) Members, (3) Students and (4) Teacher and (5) any other users of the Website. With the exception of a valid signed written agreement between a School and Kollide, nothing outside the terms published in our Terms and Policies shall constitute part of any agreement between Kollide and you relating to your use of the Service. Any previous version of these Terms and Policies is superseded by these Terms and Policies. These Terms and Policies govern any Scope of Services Agreement signed between the School and Kollide.
- 2.3 We reserve the right to update and change our Terms of Use/Service on fourteen (14) days' notice. Any new features that augment, enhance, or change the current Service, including the release of new tools and resources, shall be subject to our Terms of Use/Service. Continued use of the Service after any such changes shall constitute consent to such changes. Our current version of the Terms of Use/Service is available at the Terms and Policies page of our Websites.
- 2.4 Violation of any of these terms by you may result in the termination of (1) your account and/or denial of your ability to access the Websites without notice, and/or (2) the account of the School on fourteen (14) days' notice in writing. Kollide reserves the right to bar use of the Service by any person or entity that has violated the Terms of Use/Service at any time.

- 2.5 **Disclaimers:** To the fullest extent permitted by law, you agree to use the Service on an “as is” basis and understand that Kollide is not responsible for prohibiting or regulating in any way any information or data provided or transmitted by the Website (“**Content**”), or provided or transmitted by you or any other person. You confirm and agree that Kollide shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data or other intangible losses. This is regardless of whether Kollide has been advised of the possibility of such damages, whether or not resulting from: (i) the use or the inability to use the Service; (ii) the unauthorised access to or alteration of your transmissions or data; (iii) statements or conduct of any third party on the Service; (iv) termination of your account; and/or (v) any other matter relating to the Service.
- 2.6 Kollide does not warrant that the Service will meet your specific requirements or that the Service will be uninterrupted or error-free. We shall not be liable for and make no warranties in relation to the Website or its functionality, content or capabilities of the Website, to the fullest extent that such liabilities can be excluded by law.
- 2.7 We provide all information on our Website free of any access charge other than our charges to Schools. The information provided on our Website is provided on the basis that we accept no liability for any of the information published.
- 2.8 Schools, Teachers and Parents agree that they shall:
- a. ensure that information contained in anything sent to Kollide is accurate and does not breach any third parties’ rights including trademark, database right, copyright or other intellectual property rights nor is libellous, obscene, menacing, radicalising, threatening, bullying, offensive, abusive, fraudulent, pornographic, criminal nor infringes the rights of other people such as privacy rights or is in any way illegal or unlawful;
 - b. verify the accuracy of any information before sending it to us; and
 - c. ensure that information provided on the Website complies with all applicable laws and, by posing information, agrees to indemnify us in full on request and continue to indemnify us on request against any claim or liability arising in connection therewith.
- 2.9 Kollide reserves the right to reject any information published to the Website without notice.
- 2.10 Any views expressed in messaging facilities after you login are not those of Kollide.
- 2.11 We make no statement and provide no warranty that Content is accurate, up to date or complete and we accept no liability for any loss or damage caused by anything inaccurate or misleading which without limitation, may contain statistical data which may have inaccuracies or errors. If you find that information on the Website is not accurate, please inform your School in the first instance to have information corrected.
- 2.12 Nothing in these terms and conditions shall exclude or limit our liability for fraud, personal injury or death caused by our negligence, or for any other liability which cannot be excluded or limited under the laws of the country or under the common law. Other than the foregoing, all warranties, guarantees, or benefits implied or provided by law are excluded to the fullest extent possible and with an absolute limitation of liability capped at the value of the School’s annual subscription fees.

- 2.13 If any agreements or arrangements are made by you with any third party as a result of your use of the Website, they are and remain entirely at your own risk.
- 2.14 **Security:** You will ensure at all times that (1) you do not share your designated password with any other person, (2) you maintain active and effective security measures to protect the integrity and security of your and our computer systems. You will be responsible for loss and damage suffered by us where any third party abuses the services using your login details and/or computing environment, including hardware and software.
- 2.15 **Privacy:** The privacy of information submitted to or transmitted through the service is governed by our Privacy Policy, which is published at each of our Websites and, for the avoidance of doubt:
- a. The School is responsible for having and communicating a privacy policy for parents and Staff; and
 - b. Any need for parental consent is obtained by the School.
- 2.16 **Disputes:** All disputes between the parties arising out of or relating to these terms or the breach, termination or validity thereof shall be referred by either party in writing, first to each party's representative. The representatives shall meet and attempt to resolve the dispute within a period of thirty (30) business days from the date of referral of the dispute to them.

3. Services

- 3.1 Each of our Websites describes the Services which are available. For more information, please refer to the specific Website for details of the services available.
- 3.2 Generally, our Services revolve around providing Members with an extra-curricular management system available on both web and mobile for activities and lesson management, timetables, activity and event sign-ups, remediation learning programs and school notifications. Designed for schools, teachers, parents and students, Kollide also features parent/staff/student communication, online and in-classroom learning, homework, and activity management.
- 3.3 Administrators and teachers employed by Schools determine the scope and nature of the information to make available to Students and Parents. Depending upon the preferences of the School and subject to the consent of Parents, students may be encouraged to make activity information available to third parties, such as external activity providers on one or more of the Websites. Further details are available on the Websites.
- 3.4 Payments in Kollide are processed and collected by a third party (or third parties). We accept no liability on behalf of these third parties. Any payment processing errors including, but not limited to, fraudulent activity are the responsibility of the third party(ies).

4. Account Terms and Parental Consent

- 4.1 Before a Student of 17 years of age or younger may use the Service or a School facilitates access to a Student (separately to a Parent), the Parent MUST provide a signed copy of the Form of Written Parental Consent ("**Parental Consent**") to the School.

- 4.2 The School is responsible at all times for obtaining Parental Consent and is wholly responsible for verifying that a parent or legal guardian is properly identified, that the Parent has properly authorised a Student's access, and has in fact signed the Parental Consent, before signing up or causing to sign up any Student for an account.
- 4.3 The School must provide a copy of the signed Parental Consent to Kollide within seven (7) days of a request made in writing.
- 4.4 To the maximum extent permitted by law, and in addition to any other indemnification mentioned in these Terms of Use/Service, the School agrees to fully indemnify Kollide on request and keep Kollide indemnified on request with regard to any claim, if the suit involves claims arising directly or indirectly from failures to comply with this paragraph. The fact that a cause other than a failure to comply with the foregoing paragraph may have contributed to the harm alleged in such suit or proceeding will not in any way diminish the scope or force of this indemnification, even if such other cause is Kollide's own failure or negligence.

5. Payment

- 5.1 The Service is provided on a periodic basis. Schools are invoiced in advance on an annual basis, for use of the. The payments are in consideration of the creation, deletion, modification and maintenance of Members, and the license to use the Service. Kollide will not pay any refund or credit if the School terminates or suspends use of the Service before the end of any prepaid period. Each payment is non-refundable.
- 5.2 Accounts are automatically renewed for successive periods (each a "**Renewal Term**") equal to the Initial Term. In the absence of a signed agreement detailing the Initial Term, accounts are automatically renewed on an annual basis on the anniversary of the services start date as detailed on our invoice. Notice of termination must be received in writing forty-five (45) days in advance of the end of the then current term in order to terminate at the end of the current term. For the avoidance of doubt, the current term is the Initial Term, or any subsequent Renewal Term which has started.
- 5.3 Schools are solely responsible for any and all duties, taxes, levies or fees (including any sales, use or withholding taxes) imposed on or in connection with payment for Services provided by Kollide.
- 5.4 Without prejudice to any other rights or remedy that it may have, if the School fails to pay Kollide on the due date for payment of any undisputed invoice, Kollide may discontinue all Services until payment has been made in full.
- 5.5 The Service will be invoiced before each year or month in which the Service will be performed.
- 5.6 Services are deemed accepted if no written feedback is provided by the main contact within four (4) weeks of completion.
- 5.7 Kollide reserves the right to increase Annual Service Fees up to five percent (5%) each year.
- 5.8 The pricing structure for Annual Service Fees for recurring Services is based on student enrolment numbers, and the fee for individual modules can increase or decrease if student

enrolment numbers change. The School is requested to provide the current number of enrolled students by programme on an annual basis in order to calculate the fees for the following year. Kollide reserves the right to increase the price of Annual Service Fees each year, however any increase that is due to changes to pricing, and not related to student enrolment numbers, will be limited to five percent (5%) or less per annum.

6. Cancellation & Termination

- 6.1 It is your sole responsibility to notify us that you wish to cancel your account. This can be done by e-mailing us at cancellations@kollide.com.au with the subject line "Cancellation Request". We will require written and telephone confirmation of a cancellation request from a School as this will affect the accounts of all Members associated with a School.
- 6.2 All content associated with the School and its Students will be unavailable to Members from the time we are instructed to process the cancellation request, unless the School continues to pay for access to the databases associated with the Service.
- 6.3 We may terminate the Service to a School upon thirty (30) days' notice in writing for our own convenience.
- 6.4 Schools are responsible for the use of the Service by Teachers, Students and Parents. Misuse of the Service, by any individual, may result in permanent and/or temporary suspension or termination of the School's account (at Kollide's sole discretion) without notice if problems are not addressed to the satisfaction of Kollide, in its absolute discretion.
- 6.5 Kollide reserves the right to refuse the Service to anyone in its own unfettered discretion.

7. Changes to Services and Prices

- 7.1 Prices of all plans, including but not limited to annual subscription fees to the Services, are subject to change without notice.
- 7.2 Kollide shall not be liable to you or to any third party as a result of any modification, price change, suspension or discontinuance of the Service, or any consequence thereof whatsoever.

8. Copyright and Content Ownership

- 8.1 Unless otherwise stated below, Kollide owns all Intellectual Property Rights vesting in the Website.
- 8.2 Kollide claims no intellectual property rights to Content published and/or loaded to the Service by Members or Schools. You irrevocably grant us a perpetual licence to publish Content on the Websites for the duration of our Agreement with your School.
- 8.3 Subject to the consent of the relevant School, Members may download material from the Website for their sole purpose of retaining copies for your own personal use alone, subject to rights granted by others to you. The Services are made available to Schools and Members for school administration and academic functions, not for any other purpose, and you shall not access the Service for any other purpose without the written permission of Kollide.

- 8.4 You may not modify, adapt or hack the Services or modify the Websites so as to falsely imply that you are associated with the Service, or any other service of Kollide.
- 8.5 Any hypertext links to other sites, which appear on the Websites are operated by third parties and use of such a link means you are leaving the Website. We are not responsible for, and give no warranties, guarantees or representations in respect of linked sites or information upon them.

9. Indemnification

- 9.1 To the maximum extent permitted by law, the School and Members jointly and severally agree to hold harmless and indemnify Kollide, and its parent companies, subsidiaries, affiliates, officers, agents, and employees from and against any third party claims arising from or in any way related to use of the Services or Website, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and legal fees, of every kind and nature.
- 9.2 Additionally, and to the maximum extent permitted by law, the School agrees to fully indemnify Kollide with regard to any suit or proceeding for damages, if the suit involves claims arising directly or indirectly from your failure to comply with its obligations under these Terms of Use/Service. The fact that a cause other than your failure to comply with such obligations may have contributed to the harm alleged in such suit or proceeding will not in any way diminish the scope or force of this indemnification, even if such other cause is Kollide's own failure or negligence.

10. General Conditions

- 10.1 You may not assign or transfer your rights or licences granted under this Agreement. Kollide may assign, sub-contract or sub-let this Agreement or any part thereof.
- 10.2 In the event that any (or any part) of these terms, conditions or provisions shall be declared invalid, unlawful or unenforceable such terms (or parts), conditions or provisions shall be severed. The remaining terms (or parts), conditions or provisions shall continue to be valid and enforceable to the fullest extent permitted by law.
- 10.3 Whilst Kollide takes every precaution to ensure the School's data is backed up, and there are no system outages or security breaches, Kollide is not liable for any loss of data, system outage or security breaches, or any consequence thereof whatsoever.
- 10.4 You understand that the technical processing and transmission of the Services, including Content, may occur in an unencrypted form if SSL is not enabled on your computer, and result in transmissions over the Internet, which may be intercepted by others. Loss of SSL may also result from changes in transmissions between networks to conform and adapt to technical requirements of connecting networks or devices. Please look for the SSL notification in the address bar of your browser to ensure that SSL is active during your session.
- 10.5 If the bandwidth associated with a School exceeds the allotted amount in a single month, or significantly exceeds the expected bandwidth allocation for the number of Members associated with the School (as notified **by Kollide** from time to time), we reserve the right to (1) cap file or

image hosting until the School reduces its bandwidth consumption, and/or (2) raise further invoices for your additional bandwidth requirements.

- 10.6 These Terms of Use/Service are governed by and construed in accordance with the laws of the State of Queensland, Australia and the parties hereby submit to the non-exclusive jurisdiction of the courts in that jurisdiction.

These Terms of Use/Service were last updated on 13 April 2021.