



## LALATAT END USER LICENCE AGREEMENT (EULA)

### KEY TERMS

| Term                                | Meaning   |
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| <b>EULA</b>                         | Means this End User Licence Agreement.  |
| <b>Intellectual Property Rights</b> | Means all copyright, trade mark, design, patent, moral rights, confidential and other proprietary rights, and any other rights to registration of such rights whether created before or after the date of this EULA both in Australia and throughout the world. |
| <b>Lalatat</b>                      | Means Lalatat International Pty Ltd (ACN 642 581 468).  |
| <b>Laws</b>                         | Means any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in your jurisdiction and includes laws relating to privacy, education and working with children.  |
| <b>Portal</b>                       | Means the online educational platform through which students and teachers of the School can access the Teaching Material. In this EULA, unless context requires, the Portal includes the Teaching Material.   |
| <b>School</b>                       | Means the educational institution to whom Lalatat is providing Tokens to access to the Portal.  |
| <b>Teaching Material</b>            | Means the skills exercises accessible through the Portal, and any other educational material provided through the Portal.   |
| <b>Token</b>                        | Means the unique code required by students and teachers of the School to access the Portal.   |
| <b>User Data</b>                    | Means data, information (including personal information) or any other materials supplied by students and teachers of the School to Lalatat through the Portal including any Intellectual Property Rights attaching to the User Data.                            |

### 1. APPLICABILITY AND DEEMED ACCEPTANCE

- (a) This EULA applies to any user of the Portal. You agree to, and will be deemed to have accepted, this EULA when you access the Portal.
- (b) By accessing the Portal, you acknowledge and agree that:
  - (i) you are 18 years of age, have the legal capacity to enter into a binding legal contract with us and agree to be bound by this EULA; or
  - (ii) you are the parent or legal guardian of a person under the age of 18 who intends on accessing the Portal and agree to be bound by these Terms on that person's behalf; or

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- (iii) you are the parent or legal guardian of a person under the age of 18 who intends on accessing the Portal and agree, by written agreement provided to the School, to be bound by these Terms on that person's behalf.
  - (c) You consent to the terms of this EULA and acknowledge and agree that you will comply with the scope and restrictions of the licence provided under this EULA. If you do not accept this EULA, you must not access, use or otherwise view the Portal.
  - (d) This EULA applies when you first access the Portal using your Token and will continue to apply each time you access the Portal.

## 2. USE OF PORTAL

### 2.1 GRANT OF LICENCE

- (a) You are granted a non-exclusive, royalty free, non-transferable, worldwide and revocable licence to use the Portal for the purpose of accessing and using the Teaching Material for:
  - (i) in the case of a student, your own personal education; or
  - (ii) in the case of a teacher, to teach students at the School, (collectively the **Purpose**).
- (b) You must only use the Portal:
  - (i) in accordance with the limitations of the Purpose;
  - (ii) in a manner that is consistent and compliant with clause 2.2; and
  - (iii) in compliance with any other restrictions as determined by your School and/or Lalatat from time to time.

### 2.2 RESTRICTIONS ON LICENCE

You must not, except to the extent necessary for the Purpose:

- (a) make copies of the Portal;
- (b) permit any person, other than yourself, to use or access the Portal;
- (c) adapt, modify or tamper in any way with the Portal;
- (d) remove or alter any copyright, trade mark or other notice on or forming part of the Portal;
- (e) create derivative works from or translate the Portal;
- (f) publish or otherwise communicate the Portal to the public, including by making it available online or sharing it with third parties;
- (g) sell, loan, transfer, sub-licence, hire or otherwise dispose of the Portal to any third party;
- (h) decompile or reverse engineer the Portal or any part of it, or otherwise attempt to derive its source code; or
- (i) attempt to circumvent any technological protection mechanism or other security feature of the Portal.

### 2.3 ACCOUNTS

- (a) To access the Portal, you will require a Token from your School.
- (b) Once you have received your Token, you will be required to register for an account (**Account**).
- (c) You agree that you are solely responsible for maintaining the confidentiality and security of your Account information and your password.
- (d) You also agree to let Lalatat know if you detect any unusual activity on your Account as soon as you become aware of it.
- (e) Lalatat is not responsible to you for, and expressly disclaim any liability for, any cost, loss, damages or expenses arising out of a failure by you to maintain the security of your Account information or your password.

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## 2.4 SERVICE LIMITATIONS

While Lalatat makes every effort to ensure that the Portal functions properly, you acknowledge and agree that that Lalatat does not (to the maximum extent permitted by law) guarantee that :

- (a) the Portal will be free from errors or defects;
- (b) the Portal will be accessible at all times; or
- (c) information you receive or supply through the Portal will be secure or confidential; or
- (d) any information provided through the Portal is accurate or true.

## 3. COMPLIANCE WITH LAWS

You acknowledge and agree that it is your responsibility to comply with all Laws relevant to you in using the Portal.

## 4. INTELLECTUAL PROPERTY

### 4.1 YOUR DATA

- (a) As part of accessing the Portal and engaging with the Teaching Materials, you may be required to provide User Data.
- (b) By uploading any User Data, you grant to Lalatat (and its officers, employees, agents and contractors) a perpetual, irrevocable, transferable, worldwide and royalty-free licence (including the right to sublicense) to use, copy, modify, reproduce and adapt any Intellectual Property Rights in that User Data.

### 4.2 LALATAT CONTENT

Unless Lalatat indicates otherwise, all materials in the Portal (including Teaching Material, text, graphics, logos, icons, sound recordings and software) are subject to Intellectual Property Rights that are owned or licensed by Lalatat. You can only access and use these materials for the Purpose, except to the extent permitted by Law.

## 5. DISCLAIMERS

- (a) Lalatat does not accept responsibility for any unauthorised use, destruction, loss, damage or alteration to your User Data, your computer systems, mobile phones or other electronic devices arising from or in connection with your use of the Portal.
- (b) You must take your own precautions to ensure that the process which you use to accessing and use the Portal does not expose you to the risk of hacking, malware, ransomware, viruses, malicious computer code or other forms of interference.
- (c) To the maximum extent permitted by applicable law, Lalatat limits all liability to any person (including you) for loss or damage of any kind, however arising whether in contract, tort (including negligence), statute, equity, indemnity or otherwise, arising from or in connection to the Portal to \$100 (AUD) in aggregate. This includes the transmission of any computer virus.
- (d) You indemnify Lalatat and its officers, employees, agents and contractors (**Personnel**) in respect of all liability for loss, damage or injury which may be suffered by any person (including you) arising from, or in connection to, your use of the Portal or breach of this EULA (or both, as the case may be).
- (e) You acknowledge and agree that Lalatat will have no liability for any act or omission by you which results in or contributes to damage, loss or expense suffered by you or another user in connection with the use of the Portal and indemnify Lalatat for any such damage, loss or expense.
- (f) All express or implied representations and warranties given by Lalatat or its Personnel are, to the maximum extent permitted by applicable law, excluded.
- (g) Lalatat's services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

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- (i) to cancel your service contract with us; and
  - (ii) to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure you are entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract.

- (h) Lalatat will not be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with this EULA or any services provided by Lalatat, except to the extent this liability cannot be excluded under the *Competition and Consumer Act 2010* (Cth) or any other Law.

## **6. TERMINATION**

### **6.1 AUTOMATIC TERMINATION**

This EULA will be automatically terminated, and your licence to use the Portal will be immediately revoked, if the agreement between Lalatat and your School expires, is terminated or otherwise comes to an end.

### **6.2 TERMINATION BY LALATAT OR SCHOOL**

Lalatat or your School (or both) may terminate this EULA immediately if:

- (a) you are in breach of this EULA; or
- (b) you commit, or Lalatat or the School reasonably suspects that you may commit, any breach of this EULA.

### **6.3 EFFECT OF EXPIRY OR TERMINATION**

- (a) If this EULA is terminated your licence to use the Portal will be immediately revoked.
- (b) In the event of termination of this EULA, you must:
  - (i) immediately cease using the Portal; and
  - (ii) remove the Portal from all materials in your care, custody or control that feature the Portal, and, if the Portal cannot be removed, then at Lalatat's option, return or destroy all such material.
- (c) Termination of this EULA will not affect any rights accruing to any party to the date of termination nor any obligation performed to the date of termination or any obligation which expressly or impliedly survives termination of this EULA.

### **6.4 YOUR DATA ON TERMINATION**

You are solely responsible for retaining copies of your User Data on the Portal. Lalatat does not warrant or guarantee that any User Data will be retained or accessible after your Subscription comes to an end except to the extent required by Law.

## **7. GENERAL**

### **7.1 GOVERNING LAW AND JURISDICTION**

This EULA is governed by the law applying in Victoria, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of Victoria, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this EULA. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

### **7.2 WAIVER**

No party to this EULA may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

### **7.3 SEVERANCE**

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Any term of this EULA which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this EULA is not limited or otherwise affected.

7.4 FURTHER ACTS AND DOCUMENTS

Each party must promptly do all further acts and execute and deliver all further documents required by law or reasonably requested by another party to give effect to this EULA.

7.5 ASSIGNMENT

You cannot assign, novate or otherwise transfer your rights or obligations under this EULA without Lalatat's prior consent.

7.6 ENTIRE AGREEMENT

This EULA embodies the entire agreement between the parties and supersede any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this EULA.