



Terms of Service – Integrations

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Definitions

1. In this Contract:

“**Contract**” means these, these terms and conditions, and the Terms of Service.

“**IPR**” means all present and future rights, title and interest to intellectual property including any inventions and improvements, trademarks (whether registered or common law trade marks), designs, copyright, any corresponding property rights under the laws of any jurisdiction and any rights in respect of an invention, discovery, trade secret, secret process, know-how, concept, idea, information, process, data, or formula.

“**Institution**” means the school or other institution named in the Integration Licence.

“**Integration Licence**” means the licence granted to the Institution by Licensor in respect of the Software.

“**Licensor**” means any of the companies listed [here](#).

“**MyEdOnline**” means myEdOnline Pty Ltd ACN 156 213 133 ABN 16 156 213 133.

“**Software**” means the myEdOnline Teaching & Learning platform.

“**Terms of Service**” means the attached Terms of Service as Attachment 1, as varied by myEdOnline from time to time by written notice to the Institution.

Acknowledgement of Terms

2. The Institution acknowledges that:

- A. the Software is of importance and value to the myEdOnline;
- B. all IPR (whether registered or not) in and to the Software is owned absolutely by, and vests absolutely in, myEdOnline;
- C. except for the rights granted by these Contract and the Integration Licence, the Institution does not have IPR (whether

registered or not) in or to the Software;

- D. the Institution has received the Terms of Service attached and agrees to the Terms of Service on its own capacity and for and on behalf of each employee, agent or contractor of it;
- E. the Integration Licence applies to the extent of any inconsistency between this Contract and the Integration Licence;
- F. the myEdOnline API will be activated which will allow some information to flow between Licensor and myEdOnline to facilitate the use of e-learning. This information will include personal information of users of the e-learning service, which will be held in accordance with the Terms of Service; and
- G. if the Institution has an agreement with myEdOnline for the use of the Software other than under this Integration Licence (including in relation to any additional functions) (**Separate myEdOnline Agreement**), then the Separate myEdOnline Agreement will apply to the use of such parts of the Software and the Separate myEdOnline Agreement will continue to apply if this Contract is terminated.

Prohibited Use

3. The Institution will be considered to have breached an essential term of this Contract by engaging in the following conduct in relation to the Software:
 - A. copying, reproducing, translating, adapting, varying, merging, modifying or creating any derivative work based on the Software;
 - B. reverse engineering, decompiling, disassembling, reconfiguring or otherwise attempting to ascertain the source code of the Software; and
 - C. selling, marketing, networking, transferring, leasing, licensing, renting, lending or otherwise assigning of or distributing the Software.

Attachment 1 - Terms of Service

The following are the terms of service (“Terms of Service”) that define the relationship between myEdOnline Pty Ltd (doing business as myEdOnline App [“Company,” “myEdOnline,” “we,” or “us”]) and you, and govern your use of myEdOnline’s services.

We’ve done our best to write this policy in simple, clear terms. We’ve also added a summary paragraph at the beginning of each section that provides a short explanation of the legal language in plain English (it starts with ‘Basically...’) to help you understand our terms, but it isn’t legally binding.

Last updated: August 2015.

Agreeing to our Terms

Basically, by using or signing up for myEdOnline, you agree to these terms, Welcome to the myEdOnline Community.

You can use myEdOnline as long as you follow the rules in these terms.

When using the Service, you will also be subject to the [myEdOnline Privacy Policy](#) and any posted guidelines, policies or rules applicable to specific features of the myEdOnline Site or myEdOnline App, which may be posted from time to time (collectively the “Guidelines”). These Terms of Service, including any other Guidelines and future modifications (collectively, the “Agreement”) govern your use of the Service and is a legal contract between you and myEdOnline. By registering for an account on, or otherwise accessing or using the myEdOnline Service, you acknowledge that you have read and agree to be bound by this Agreement. If you are using the Service on behalf of an institution that has a separate written agreement with myEdOnline, that agreement governs your use of the Service.

To keep up with the dynamic needs of teachers and learners everywhere our Service is constantly changing – so, these Terms might need to change, too. If they do change, we will do our best to tell you in advance by placing a notification on the myEdOnlineapp.com website, or we might send you an email.

If you don’t like the new Terms, you are free to reject them – unfortunately, that means you won’t be able to use the Service anymore. If you use the Service in any way after a change to the Terms is effective, then please remember that means you agree to all of the Terms.

If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these terms and conditions, in which case the terms “you”, “your” or “Member” shall refer to such entity. If you do not have such authority, or if you do not agree with these terms and conditions, you must not accept this Agreement and may not use the Service.

Privacy

Basically, your privacy is extremely important to us. Have a read of our [Privacy Policy](#) which explains how we treat and protect any personal information you may provide us.

Your privacy is extremely important to us, and we take great care to limit what we collect and how we use it, and to enable you to understand our policies. Please read our [Privacy Policy](#) which explains how we treat your personal information and protect your privacy when you

use our Service. By using our Service, you agree that myEdOnline can use such data in accordance with our Privacy Policy.

Intellectual Property

Basically, your intellectual property rights are very important to us. You (or your employer) own any content you post on myEdOnline – we don't claim any ownership rights in any content you submit to myEdOnline.

You do however give us permission to use it to provide the myEdOnline service to you and other users. Our use of any personal information you submit is also subject to our [Privacy Policy](#).

The Content

The materials displayed or performed on the Service (including, but not limited to, text, graphics, articles, photos, images, illustrations, User Submissions (defined below), and so forth) (the "Content") are protected by copyright and other intellectual property laws.

You promise to abide by all copyright notices, trademark rules, information, and restrictions contained in any Content you access through the Services, and you won't use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purpose any Content not owned by you, (i) without the prior consent of the owner of that Content or (ii) in a way that violates someone else's (including myEdOnline's) rights.

For example, if someone shares a really creative quest with you on myEdOnline, that doesn't mean you can start distributing it to other people – unless the owner specifically told you in writing that you could.

You understand that myEdOnline owns the Service. You won't modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section), creative derivative works based on, or otherwise exploit any of the Service.

The Service may allow you to copy or download certain Content; please remember that just because this functionality exists, doesn't mean that all the restrictions above don't apply.

User Submissions

Anything you post, upload, share, store, or otherwise provide through the Service is your "User Submission." Some User Submissions are viewable by other users.

You retain all ownership rights you have in any User Submission. Please note that the extent of your ownership rights in any User Submission you make is governed by any employment agreement you may have with an employer. myEdOnline does not claim any ownership rights in the User Submissions.

In order to allow myEdOnline display your User Submissions on the Service, and to allow other users to enjoy them (where applicable), you grant us certain rights in those User Submissions. Please note that all of the following licenses are subject to our [Privacy Policy](#) to the extent they relate to User Submissions that are also your personally-identifiable information.

In order to allow myEd to provide the Service, you hereby grant to us a limited, non-exclusive, sublicensable (as necessary to perform the Service), worldwide, royalty-free, and transferable (only to a successor) right and license for as long as your User Submission is stored with us to (i) use, copy, store, distribute, publicly perform and display, modify, and create derivative works

(such as changes we make so that your content works better with our Service) such User Submissions as necessary to provide, improve and make the Service available to you and other users, including through any future media in which the Service may be distributed, (ii) use and disclose metrics and analytics regarding the User Submissions in an aggregate or other non-personally identifiable manner (including, for use in improving our service or in marketing and business development purposes), (iii) use any User Submission (including any Education Record) that has been de-identified for any product development, research or other purpose; and (iv) use for other purposes permitted by the [myEdOnline Privacy Policy](#).

This is a license only – your ownership in User Submissions is not affected.

Personal User Submissions

If you store a User Submission in your own personal myEdOnline account, in a manner that is not viewable by any other user except you (a “Personal User Submission”), you grant myEdOnline the license above, as well as a license to display, perform, and distribute your Personal User Submission for the sole purpose of displaying that Personal User Submission to you and provide you the Service necessary to do so.

Sharing User Submissions – Limited Access Group

If you share a User Submission only within a Limited Access Group, or otherwise in a manner that only certain specified users can view (for example, a class or within an organisation) (each, a “Limited Access User Submission”), then you grant myEdOnline the license above, as well as a license to display, perform, and distribute your Limited Access User Submission for the sole purpose of displaying that Limited Access User Submission to other members of that Limited Access Group (or to such specified users, as applicable) and providing you the Service necessary to do so. Also, you grant the other members of that Limited Access Group (or such specified users, as applicable) a license to access that Limited Access User Submission, and to use and exercise all rights in it, as permitted by the functionality of the Service. For example, if you share a quest (that can be completed through the Service) with students in your Limited Access Group, you grant your students the rights necessary to view that quest and complete it.

Sharing User Submissions – Public ‘Community’

If you share a User Submission in a public “community” on the Service or in a manner that more than just you or your Limited Access Group can view (a “Public User Submission”), then you grant myEdOnline the license above, as well as a license to display, perform, and distribute your Public User Submission for the purpose of displaying that Public User Submission to all myEdOnline users and providing you the Service necessary to do so, as well as all other rights necessary to use and exercise all rights in that Public User Submission in connection with myEdOnline, provided that myEdOnline will try to notify you if it uses your Public User Submission for any reason other than displaying it on the Service. Also, you grant all other users of the Service a license to access that Public User Submission, and to use and exercise all rights in it, as permitted by the functionality of the Service.

User Submissions in an Organisation

If you are using the Service on behalf of an organisation that has a separate written agreement with myEdOnline, any User Submissions you make will be viewable by your organisation (Organisation User Submission) and you grant myEdOnline the license above, as well as a license to display, perform and distribute your Organisation User Submissions for the sole purpose of displaying that Organisation User Submissions to other members of the organisation and providing the organisation the Service necessary to do so. Also you grant the other members of that organisation a license to access the Organisation User Submission and to use and exercise all rights in it, as permitted by the functionality of the Service.

Deleting User Submissions

When you delete your myEdOnline account, we will stop displaying your User Submissions to other users (if applicable), but you understand and agree that it may not be possible to completely delete that content from myEdOnline's records, and that your User Submissions may remain viewable elsewhere to the extent that they were copied or stored by other users.

Finally, you understand and agree that myEdOnline, in performing the required technical steps to provide the Service to our users (including you), may need to make changes to your User Submissions to conform and adapt those User Submissions to the technical requirements of connection networks, devices (i.e tablets & smartphones), services, or media.

Who is responsible for what I see and do on myEdOnline?

Basically, you are responsible for any information or content you share on myEdOnline and you access all such information at your own risk.

This means when you share content on myEdOnline you need to consider who owns the intellectual property in the content and whether you have the rights to share this content and with whom you can share it with. This may be governed by any employment agreement you have with your organisation.

Any information or content publicly posted or privately transmitted through the Service is the sole responsibility of the person from whom such content originated, and you access all such information and content at your own risk, and we aren't liable for any errors or omissions in that information or content or for any damages or loss you might suffer in connection with it.

We cannot control and have no duty to take any action regarding how you may interpret and use the Content or what actions you may take as a result of having been exposed to the Content, and you hereby release us from all liability for you having acquired or not acquired Content through the Services.

The Services may contain, or direct you to websites containing, information you may find offensive or inappropriate; we can't control that, but please let us know if it happens and we'll try to remedy the situation.

We also can't guarantee the identity of any users with whom you interact in using the Services and are not responsible for which users gain access to the Services. But that doesn't mean we don't take security seriously; students are only permitted to access the Service within their Limited Access Groups, we require teachers, schools, and districts guard their Access Codes with the appropriate confidentiality, as described in the Acceptable Use Policy below, we enable teachers with moderation tools for monitoring content within Limited Access Groups, and student accounts are not enabled to "browse" groups to join (a student is only permitted to view and join a group he or she has been given an Access Code to).

You are responsible for all Content you contribute, in any manner, to the Service, and you represent and warrant you have all rights necessary to do so, in the manner in which you contribute it. Please note that your intellectual property rights may be governed by any employment agreement you may have with an organisation. You will keep all your registration information accurate and current. You are responsible for all your activity in connection with the Service.

Your Warranty

Basically, you agree not to post content that harms others or violates anyone's rights. We believe you'll be reasonable and responsible, but if you're not we might have to remove your content.

You warrant, represent and agree that you will not provide any User Submissions or otherwise use the Service in a manner that (i) infringes, violates or misappropriates another's intellectual property rights, rights of publicity or privacy, or other rights; (ii) violates any international, federal, state or local law, statute, ordinance or regulation or which would render Company in violation of any applicable laws or regulations (iii) is harmful, fraudulent, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, or otherwise objectionable; or (iv) jeopardizes the security of your account in any way, such as allowing someone else access to your account or password. Additionally, you represent, warrant and agree that you possess all rights necessary to provide your User Submissions and grant Company the rights above.

Acceptable Use Policy

Basically, you agree not to misuse myEdOnline's services. If you do misuse myEdOnline we may have to terminate your access to use the Service.

We do our best to keep myEdOnline safe, but we cannot guarantee it. We need your help to keep myEdOnline safe, which includes the following commitments by you when using our Service:

- You will only use the Service as permitted by law, including applicable export or re-export control laws and regulations.
- You will not post unauthorized commercial communications (such as spam or advertisements) on or through the Service.
- You will not collect users' content or information, or otherwise access the Service, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our prior permission.
- You will not engage in unlawful multi-level marketing, such as a pyramid scheme, on the Service.
- You will not upload viruses or other malicious code, files or programs.
- You will not collect, solicit or otherwise obtain login information or access an account belonging to someone else.
- You will not collect, use or disclose data, including personal information, about other users without their consent or for unlawful purposes or in violation of applicable law or regulations.
- You will not bully, intimidate, or harass any user or use the Service in any manner that is threatening, abusive, violent, or harmful to any person or entity, or invasive of another's privacy.
- You will not post content that: is hate speech, discriminating, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence.
- You will not use the Service to do anything unlawful, deceptive, misleading, illegal, unethical, malicious, or discriminatory.
- You will not do anything that could disable, overburden, or impair the proper working or appearance of the Service or prevent other users from using the Service, such as a denial of service attack or interference with page rendering or other Service functionality.
- You will not use the Service in any commercially unreasonable manner or in any manner that would disparage myEdOnline.
- You will not impersonate a myEdOnline employee, or any other person, or falsely state or otherwise misrepresent your affiliation with any person or entity.
- You will not use an Access Code that you're not authorized to use. For example, if you're a student, this means you won't use any Access Code that was not directly given to you by your teacher. If you're a parent or guardian, only use your own child's Access Codes.
- You will not disclose any Access Code to any individual not authorized to receive that Access Code, you will keep your Access Code private and you will at all times use your best efforts to protect the security of your Limited Access Group.
- You will not register for the Services as any category of user that you do not legitimately qualify for. For example, if you're a student, you will not register as a teacher, parent, administrator, Publisher, or any other category myEdOnline offers now or in the future.

- You will not facilitate or encourage any violations of this Agreement or our policies.

Any violation of the above may be grounds for termination of your right to access or use the Service.

Additional Terms by User Type – Students

Basically, if you are a student and want to create a myEdOnline account and connect it with a class, you must be invited by a teacher or your academic organisation.

We collect minimal information from students to provide them with the myEdOnline service – usually just a username, password and their gender.

Students: if you are a student accessing the Service at the invitation of a teacher or other school official, the following terms apply to you.

(i) Only students who have been invited by their teacher, school, academic organisation or district may use the Service. You may not access or use the Service unless you are invited by a teacher, school, or district who is authorized to give you access to the Service.

(ii) We request minimal personal information to be provided from students to enable use of the Service: username, password, and gender. If you are a student, please do not provide any personal information about yourself to us, other than what we request from you when you are able to sign up for the Service.

Additional Terms by User Type – Teachers

Basically, if you are a teacher and want to create and use a myEdOnline account please be sure your school, district or educational organisation is fine with you using myEdOnline.

Teachers: if you are a teacher, aide, or other similar personnel accessing the Service on behalf of a school, school district, or other similar educational organisation (the “Organisation”), the following terms apply to you:

(i) You agree that you are acting on behalf of (or have permission from) your Organisation to enter into this Agreement and to use the Service as part of your curriculum.

(ii) Only teachers and staff members who are current employees of the Organisation may use the Service on the Organisation’s behalf. Upon termination of a teacher or other staff member’s employment with the Organisation, such individual must return and cease using all login details and student access he or she has in his or her possession. If at any time you learn a user of the Service claims to be affiliated with your Organisation who is not, in fact, affiliated with your Institution, you will notify Company immediately.

myEdOnline Technology

Basically, we respect copyrights, trademarks and brands. Please respect ours, too!

The Service and the myEdOnline Technology are intended solely for the personal, non-commercial use of our users and may only be used in accordance with this Agreement. “myEdOnline App” means all past, present and future content of the Service, including, all the software, hardware and technology used to provide the Service (including myEdOnline proprietary code and third-party software), user interfaces, materials displayed or performed on the Service, such as text, graphics, articles, photographs, images, illustrations and the design, structure, sequence and “look and feel” of the Service, and all other intellectual property,

including all myEdOnline Marks. myEdOnline Technology is protected by copyright and other intellectual property laws.

You are not allowed to use, store, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, create derivative works from, display, license, sell or otherwise exploit the myEdOnline Technology for any purposes other than as expressly permitted under this Agreement. You will not decompile, reverse engineer, or otherwise attempt to obtain the source code of any myEdOnline Technology. “myEdOnline Marks” means the trademarks, service marks, logos, or any other trade name, trademarks, service marks and other distinctive or proprietary brand features of myEdOnline.

Using our Service does not give you ownership of any intellectual property rights in our Service or the myEdOnline Technology. You may not use content from our Services, including User Submissions, unless you obtain permission from its owner or are otherwise permitted by law. These terms do not grant you the right to use any myEdOnline Marks. Don’t remove, obscure, or alter any copyright or other legal notices displayed in or along with our Service.

Social Media

Basically, if someone day you want to use third-party services through your myEdOnline account (e.g Google Apps for Education) we’ll help you connect your account to those services so you can use them.

myEdOnline may, now or in the future, incorporate certain functions that allow you to interact with the Service through your accounts on certain supported third party services, such as social networks or network storage sites (“Linked Accounts”), such as with “Like” and “Share” buttons, or similar features. If you choose to use such features, you grant Company permission to access and use your Linked Account for the purpose of processing your requests. Your use of Linked Accounts is subject to the applicable third party terms.

Third Parties and User Interactions

Basically, we’re not responsible for any third party services, or any disputes you may have with them, or other users of myEdOnline.

The Service may contain links or connections to third party websites or services that are not owned, operated, or controlled by myEdOnline. When you access third party websites or use third party services (including, without limitation, your use of Publisher Software, defined below), you accept that there are risks in doing so, and that myEdOnline is not responsible for such risks. We encourage you to be aware when you leave the Service and to read the terms and conditions and privacy policy of each third party website or service that you visit or utilize.

myEdOnline has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third party websites or by any third party that you interact with through the Service. In addition, myEdOnline will not and cannot monitor, verify, censor or edit the content of any third party site or service (including without limitation the Publisher Software). By using the Service, you release and hold us harmless from any and all liability arising from your use of any third party website or service.

Your interactions with organizations and/or individuals found on or through the Service, including payment and delivery of goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties (including without limitation Publishers). You agree that myEdOnline shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

If there is a dispute between participants on this site, or between users and any third party, you agree that myEdOnline is under no obligation to become involved. In the event that you have a dispute with one or more other users, you release myEdOnline, its officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Service.

Warranty Disclaimer

Basically, while we work hard to provide myEdOnline using all our skill and care, our Service is provided “as-is.”

myEdOnline does not make any representations or warranties concerning any content contained in or accessing through the Services, and we will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the Services.

THE SERVICE (AND ANY ASSOCIATED CONTENT OR SOFTWARE) ARE PROVIDED ON AN “AS IS” BASIS. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE MYEDONLINE TECHNOLOGY, SERVICES, AND CONTENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF QUALITY, ACCURACY, PERFORMANCE, AVAILABILITY, MERCHANTABILITY, QUIET ENJOYMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MYEDONLINE MAKES NO REPRESENTATION OR WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, BE ERROR FREE OR UNINTERRUPTED, THAT ALL ERRORS WILL BE CORRECTED OR THAT THE SERVICES ARE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. (We’re not yelling, we just want to make sure you pay attention!)

Limitation of Liability

Basically, we’re not liable to you for damages if something goes wrong.

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL MYEDONLINE BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, OR (B) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) \$100 OR (II) THE AMOUNTS PAID BY YOU TO MYEDONLINE IN CONNECTION WITH THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM, OR (III) ANY MATTER BEYOND OUR REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU. (Again, not yelling!)

Indemnity

Basically, if someone brings a claim against us related to your content or use of the Service, you promise to pay for the cost of legal expenses and any loss or damages we incur.

You will indemnify, defend, and hold the Company, its parents, partners, subsidiaries, affiliates, officers, and employees harmless from and against all damages, losses, demands, liabilities, settlements, costs and expenses of any kind (including reasonable attorneys' fees) from any claim or demand made by any third party relating to or arising out of (i) your access to, use, or misuse of the Service, (ii) your violation of this Agreement (including any failure to obtain or provide any necessary consent and/or violation of applicable laws or regulations), or (iii) the infringement by you or any third party using your account of any intellectual property or other right of any person or entity, including in connection with your User Submissions.

Copyright Protection

Basically, we respect copyright and if you believe your copyright is being infringed, get in touch with us with as much information as you can so we can respond appropriately as quickly as possible.

We respect the intellectual property rights of others, and require that the people who use the Site do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please forward the following information to our team at copyright@myEdOnlineapp.com:

- Your contact information including address, telephone number, and email address;
- A description of the copyrighted work that you claim has been infringed
- A description of where the alleged infringing material is located;
- Identification of how each copyright protected work has been, or is being infringed
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and
- A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Termination

Basically, there is no obligation to use our Service, and you can stop using your account or delete it completely at any time. Terminating your account may result in deletion of any content you have stored, so make sure you retrieve any information before terminating your account!

This Agreement shall remain in full force and effect while you use the Service.

You may terminate your use of the Service or your account at any time by contacting us at privacy@myEdOnlineapp.com.

The Company may suspend or terminate your access to the Service or your account at any time, for any reason (without cause or for your violation of any term of this Agreement), and without warning or notice, which may result in the loss of information associated with your account.

Upon termination of your account, your right to use the Service will immediately cease. Account termination may result in destruction of any Content associated with your account, so keep that in mind before you decide to terminate your account. We will try to provide advance notice to you prior to our terminating your account so that you are able to retrieve any important documents you may have stored in your account (to the extent allowed by law and these Terms), but we may not do so if we determine it would be impractical, illegal, or would not be in the interest of someone's safety or security to do so.

All provisions of this Agreement which, by their nature, should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

Assignment

Basically, you may not transfer your obligations under this agreement or your myEdOnline account to someone else without our consent.

You may not assign, delegate, or transfer these Terms or your rights or obligations hereunder, or your Services account, in any way (by operation of law or otherwise) without myEdOnline's prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

Choice of Law; Arbitration

Basically, it is our goal to quickly and efficiently resolve any disputes that may arise. For that reason we require disputes to be submitted to mediation by the Australian Commercial Disputes Centre, to be conducted in accordance with their guidelines.

For all purposes of this Agreement, the choice of law and venue is New South Wales, Australia.

These Terms are governed by and will be construed under the laws of the State of New South Wales, Australia without regard to the conflicts of laws provisions thereof.

If a dispute arises out of or relates to this agreement, or the breach, termination, validity or subject matter thereof, or as to any related claim in restitution or at law in equity or pursuant to any statute, the parties to the agreement and the dispute expressly agree to endeavour to settle the dispute by mediation administered by the Australian Commercial Disputes Centre (ACDC) before having recourse to arbitration or litigation.

The mediation shall be conducted in accordance with the ACDC Guidelines for Commercial Mediation which are operating at the time the matter is referred to ACDC.

The Guidelines set out the procedures to be adopted, the process of selection of the mediator and the costs involved. The terms of the Guidelines are hereby deemed incorporated into this agreement.

Notwithstanding the foregoing obligation to arbitrate disputes, each party shall have the right to pursue injunctive or other equitable relief at any time, from any court of competent jurisdiction.

For all purposes of this Agreement, the parties consent to exclusive jurisdiction and venue in the state of New South Wales, Australia.

Miscellaneous

Basically, failure to exercise a right under this agreement does not mean we've waived the right. If any part of this agreement is not valid, the rest will remain in force. This agreement represents the complete agreement between you and us.

You will be responsible for withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Services.

The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable.

You and myEdOnline agree that these Terms are the complete and exclusive statement of the mutual understanding between you and myEdOnline, and that it supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of these Terms, and that all modifications to these Terms must be in a writing signed by both parties (except as otherwise provided herein).

No agency, partnership, joint venture, or employment is created as a result of these Terms and you do not have any authority of any kind to bind myEdOnline in any respect whatsoever. You and myEdOnline agree there are no third party beneficiaries intended under this Agreement.

myEd Online Pty Ltd
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303 Burwood Hwy,
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3151, Victoria