

## Literacy Works User Agreement and Terms of Use

January 10, 2022

### 1.0 Definitions

1.1 In these Terms of Use:

“Approved Uses” means the approved uses set out in clause 3;

“Content” means the Resources, Printed books, eBooks, PowerPoints, worksheets, website design, logos, graphics, images, illustrations and other Literacy Works materials;

“Literacy Works Site Licence” means the licence giving School Student Users and Teacher Users access to Literacy Works resources;

“Literacy Works Site Licence Fees” means the payment made by the School for the Literacy Works Content in accordance with clause 2;

“School” means an educational institution whether Government or Non-Government or a Literacy Works approved educational institution;

### 2. Grant Permission

2.1 Literacy Works will provide the Teacher Users and School Student Users access to Literacy Works Content for an unlimited term.

### 3. Approved Uses

3.1 Literacy Works Content may be displayed, downloaded, printed, copied, and reproduced for educational use by the Teacher User within the Teacher User’s School. Student Users at the School may download Content onto their own devices for educational use. Teacher Users may upload the resources onto a School intranet or Google Classroom etc. at the School where the resources were purchased.

3.2 Teacher Users and Student Users are not permitted or to share the Content with teachers from other schools (ie. schools that did not purchase a Literacy Works licence for the Content). Teacher Users or School Student Users are not permitted to upload Content to an external website or to use in a way where the Content could reasonably be accessed by Teachers or Students from other schools.

### 4. Intellectual Property and Copyright

4.1 Unless otherwise indicated, Literacy Works owns all of the intellectual property, including copyright, in the Content.

### 5. Refunds

5.1 Any refund of the Literacy Works Site User Licence Fee will be reviewed and accepted at the absolute discretion of Literacy Works.

### 6. Indemnity

6.1 By using the Literacy Works Content, Teacher Users and Student Users agree to indemnify, defend and hold harmless Literacy Works and its subsidiaries, officers, employees and agents from and against any losses or liabilities, claims, damages or expenses, which may arise (directly or indirectly) out of or as a result of the use by the Teacher Users or Student Users of Content.

### 7. Warranties, Guarantees and Limitation of Liability

7.1 The Teacher Users or School Student Users acknowledge and agree that to the maximum extent permitted by law, Literacy Works will not be liable for any direct or indirect loss or damage (including direct or indirect consequential loss, loss of profits or goodwill) in respect of the Content.

### 8. Amendments to Terms

8.1 Literacy Works may amend these Terms, and all other terms, policies, and website content contained therein from time to time and at any time.

8.2 Literacy Works will notify Teacher Users of any amendments to these Terms of Use by publishing the amended terms on the Literacy Works Website.

### 9. General

9.1 These Terms shall be governed by and construed in accordance with the laws of the state of New South Wales, Australia. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia and courts of appeal from those courts.