

Online Teacher Training Course

Subscription Terms

Last Updated 28 November 2019

1. **Term**

These terms must be read in conjunction with our [General Terms](#). Definitions used in this document have the same meaning as those in the General Terms, unless stated otherwise in writing.

2. **About**

This document sets out the terms that apply to our Online Teacher Training Course ('OTTC').

3. **Subscription Services**

- (a) The OTTC enables your staff to become proficient in the use of Schoolbox and the benefits it can provide to teaching and learning outcomes.
- (b) We deliver OTTC through our website.
- (c) A subscription to OTTC gives teachers access to:
 - (i) course content located on our website, help.schoolbox.com.au;
 - (ii) online tools and quizzes;
 - (iii) any other content that may be provided from time to time; and
 - (iv) feedback on assessments that the Customer's staff submit via the OTTC.
- (d) We will update the content from time to time, to ensure that you get the most from your subscription.

4. **Subscription Term and Fees**

- (a) Your right to use a subscription service is subject to:
 - (i) your compliance with these terms;
 - (ii) payment of the subscription fee.
- (b) You may use a subscription service for the duration of your Service Agreement with us.
- (c) Your subscription commences from the date of your Service Agreement for the Minimum Term contained in your Service Agreement, and then renews for successive 12 month Minimum Terms (unless a Service Agreement says otherwise).
- (d) The subscription fee is calculated in accordance with our Rates Schedule on a per user per month basis, or as otherwise specified in a Service Order.
- (e) We may invoice annually in advance.

5. **Prohibited Uses**

You may not:

- (a) copy, reproduce or reverse engineer the content we provide you with; and
- (b) allow another person to use your password and user name.

6. **Policies and Directions**

You must comply with:

- (a) our Acceptable Use Policy and any other policy we may introduce from time to time;
- (b) lawful directions we may issue;
- (c) instructions, documentation or other technical requirements; and
- (d) applicable laws.

7. **Service Levels**

- (a) We do not offer any service levels with our OTTC service, however, we will use our best endeavours to ensure that OTTC is available on business days during business hours.

(b) We do not warrant that OTTC will be error free, or that it will operate without interruption.

8. **Security**

- (a) We may specify security protocols and procedures from time to time, you must comply with all such protocols and procedures.
- (b) You must use your best endeavours to maintain the security and confidentiality of usernames and passwords at all times.
- (c) You acknowledge that connection to the internet carries inherent security risks, and the nature of this service is that it requires transmission of data (including Your Data) over the internet, where it may be lost, altered, or intercepted.
- (d) Connection of computers and servers to the internet carries with it:
 - (i) security risks including hacking, viruses, trojans and other malware; and
 - (ii) risks of data interception.

9. **Termination and Suspension**

In addition to our other rights under a Service Agreement, we may:

- (a) suspend your subscription where:
 - (i) we believe your credentials have been compromised;
 - (ii) during maintenance or updates or upgrades;
 - (iii) where you have failed to pay us money by the due date; or
 - (iv) you agree.
- (b) terminate your subscription or Service Agreement where:
 - (i) you fail to pay money within 14 days of it being due;
 - (ii) you are insolvent, or are otherwise placed into liquidation or have an administrator or controller appointed or a receiver appointed, or have a receiver and manager appointed;
 - (iii) you breach any term of this agreement; or
 - (iv) you cease carrying on business; or
 - (v) we give you 90 days written notice to terminate at will.
- (c) You may terminate your Service Agreement where:
 - (i) we are insolvent, or are otherwise placed into liquidation or have an administrator or controller appointed or a receiver appointed, or have a receiver and manager appointed; and
 - (ii) you give us written notice of termination 30 days before the end of a Minimum Term – in which event the termination takes effect upon the expiry of the Minimum Term.
- (d) Neither party may terminate a Service Agreement during its Minimum Term except as permitted by these terms, or mutually by written agreement.