

# Schoolbox Subscription Terms

Last Updated 20 August 2020

## 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 subscription services.

## 3. Subscription Services

Our subscription services include the following:

- (a) Schoolbox On-Premise – Schoolbox software installed on your infrastructure; and
- (b) Schoolbox Hosted – Schoolbox software hosted on our cloud platform.

## 4. Subscription Term

- (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 Order, and then automatically renews for successive 12 month Minimum Terms, until terminated in accordance with the terms of a Service Agreement.

## 5. Special Terms for Schoolbox On-Premise

### 5.1 Terms

- (a) You have a non-exclusive right to use Schoolbox;
- (b) Your right to use Schoolbox is personal and may not be assigned, transferred or novated. Nothing in this clause is intended to prevent your End Users (e.g. students, employees or contractors) from using the services subject to a Service Agreement;
- (c) Subject to clause 5.2, you must not:
  - (i) deliver or disclose to any person any part of the object or source code of Schoolbox, in whole or in part, without our prior written approval;
  - (ii) copy, reproduce, adapt, reverse engineer, decompile, sell, or modify Schoolbox; and
  - (iii) use Schoolbox to produce any derivative works.

### 5.2 Source Code

- (a) You have limited rights to access and use the Schoolbox source code in accordance with this clause.
- (b) You may:
  - (i) make modifications to the source code provided you provide us (immediately) with a copy of the modified code and outline the changes made and their purpose; and
  - (ii) use the modified source code solely for your own use subject to clause 5.2(c).
- (c) You acknowledge and agree that:
  - (i) we will not support a modified version of Schoolbox unless we agree otherwise in writing;
  - (ii) we may choose to support a modified version of Schoolbox, and may also make it a general release and provide it to other customers;
  - (iii) in consideration for us granting you the rights under this clause, the copyright in all modifications to Schoolbox is assigned to us from the point of creation, and you must do anything reasonably required by us to give effect to the assignment of rights in any modification (or derivative work).

## 6. Subscription Plan Upgrades and Downgrades

- 6.1 At anytime during a Service Agreement you may upgrade your subscription where we agree subject to:
- (a) your payment of any additional fees; and
  - (b) your compliance with any applicable terms and conditions.
- 6.2 We do not allow for licence downgrades, except where:
- (a) we agree in writing;
  - (b) your Service Agreement is not within a minimum term; and
  - (c) you pay us all fees and charges associated with facilitating the request including professional services charged at a fixed rate or time and materials basis.
7. **Fees**
- (a) In consideration for your subscription, you must pay us the subscription fee set out in your Service Agreement.
  - (b) In addition to any fee you must pay any applicable Goods and Services Tax and/ or stamp duty or levy which is payable under your Service Agreement.
  - (c) We will invoice you in accordance with your Service Agreement, however, we may, in our discretion, invoice you at any other time.
  - (d) To the extent permitted by law, if your subscription is terminated for any reason other than our breach of a Service Agreement, fees are not refundable in whole or in part, and the liability to pay any outstanding invoice remains.
  - (e) You must ensure that:
    - (i) you pay the correct subscription fee for the number of users at your school which also reflects the plan for which you have subscribed; and
    - (ii) you must notify us promptly of changes to the number of users or any other factors that may impact upon your Service Agreement or the fees that are payable to us.
  - (f) You acknowledge that you are subscribing to Schoolbox on the basis of current functionality and features, and that we make no warranties that additional functionality, features or enhancements will be made to Schoolbox.
8. **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.
9. **General Acknowledgments**
- 9.1 You acknowledge that:
- (a) Schoolbox may not always operate as intended;
  - (b) Schoolbox may not be available at times, including for maintenance;
  - (c) Schoolbox should not be your exclusive communications platform;
  - (d) you should retain backups of all data that is entered into Schoolbox; and
  - (e) it is good security practice to regularly change passwords.
- 9.2 You agree that the matters you acknowledge in clause 9.1 are not a defect in service, and you accept our services subject to these matters.
10. **Support and Maintenance**
- (a) We will provide support and maintenance for your services in accordance with your Service Agreement and any applicable policies (including the [Schoolbox Support Policy](#)).
  - (b) Support and maintenance is subject to the terms of the [Schoolbox Support Policy](#) and will be provided at the support level and during the term specified in your Service Order.
  - (c) The [Schoolbox Support Policy](#) may be modified by us from time to time to reflect process improvements or changing practices. Support and Maintenance for Software includes access to New Releases, if and

when available.

- (d) Your use of any New Releases or modifications is subject to your Service Agreement that we provide to you during the currency of your Service Agreement.
- (e) For the purpose of this clause, "New Releases" means bug fixes, patches, major or minor releases, or any other changes, enhancements, or modifications to Schoolbox that we make generally commercially available to customers who use our subscription services.
- (f) You authorise us to access (at any time) your servers (where you licence our On-Premise hosted service and host on your chosen infrastructure), networks and installation / instance of Schoolbox at anytime in order that we may:
  - (i) provide support and maintenance;
  - (ii) provide professional services that you have requested from us;
  - (iii) ensure compliance with a Service Agreement;
  - (iv) to investigate fraud or security issues; and
  - (v) anything else that we deem reasonably necessary.

## 11. 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.
- (e) You are solely responsible for (and release us from responsibility for) implementing appropriate measures to protect your data including the use of appropriate backup facilities to protect your data.

## 12. 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 are in Default of a 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.

- (e) In addition to any other rights under these terms:
  - (i) we may terminate use of a Demonstration Subscription on written notice to us; and
  - (ii) you may terminate use of a Demonstration Subscription on written notice to us.

### 13. Effect of Termination

- (a) Upon termination of a subscription or a Service Agreement:
  - (i) in the case of a Schoolbox On-Premise subscription:
    - (A) you must immediately return all copies of Schoolbox to us;
    - (B) ensure that Schoolbox is uninstalled and removed from any media or hardware (including any virtualised hardware) which hosts it; and
    - (C) where we require, provide us with access to the location in which the Schoolbox software was installed, to enable us to remove Schoolbox.
  - (ii) cease using Schoolbox;
- (b) Upon request you must provide us with a statutory declaration to confirm that you have complied with your obligations under clause 13(a)(i).
- (c) Upon termination of this agreement for whatever reason all rights of action based on breaches of a Service Agreement before the termination survive.
- (d) We may delete any information that we hold concerning your services at anytime after a period of 30 days from termination, however, we may choose in our discretion to store information for a period of 3 years, or longer where required by law.
- (e) We are never liable to you or anyone else for a loss of data, where we exercise our rights under clauses 12 and 13.
- (f) Prior to termination, you may request that we provide you with a backup of Your Data, while we don't warrant that it will be available we will take all reasonable steps to provide it to you, but may charge you a fee (at our then [current rates](#)), which you must pay before we provide it to you.
- (g) You release us from any claim for loss or damage for removing the Software and Your Data.

### 14. Data Use

- (a) **Your Data** means any data, content, code, video, images or other materials of any type that you upload, submit or otherwise transmit to or through the Service.
- (b) All data entered by you into Schoolbox is confidential.
- (c) Subject to the terms of your Service Agreement, all data entered into Schoolbox remains your property.
- (d) Subject to compliance with the *Privacy Act 1988 (Cth)* you consent to:
  - (i) us using your de-identified data for statistical, audit, compliance and marketing purposes;
  - (ii) receiving promotional, marketing material or information updates from us, including by way of email delivery;
  - (iii) disclosure by us of this information to our Related Entities (as defined by section 9 of the *Corporations Act 2001 (Cth)*) to the extent necessary to perform our obligations under a Service Agreement.
- (e) In addition to our rights under these terms we handle personal information in accordance with our [privacy policy](#).
- (f) It is your sole responsibility to maintain a backup of Your Data.
- (g) Subject to clause 14(f), where you chose a Schoolbox Hosted subscription then we will undertake a backup of data. This does not affect your responsibilities outlined in clause 11(f).
- (h) We may compile and use de-identified, aggregate and statistical information related to the performance of Services, provided that such information does not incorporate any of Your Data, or identify either You, or End Users, or any of Confidential Information.

### 15. Demonstration Subscription

- (a) "Demo Service" means a service provided to you for a limited time for the purpose of evaluating that service. We may refer to this as a "Sandbox";
- (b) "Demo Period" means the period of time for which we agree to provide a Demo Service, and in the absence of an express time, 30 days from the time the Demo Service is made available for use (even if it is

used from a later date);

- (c) Where we agree to provide you with a Demo Service in writing:
  - (i) despite anything to the contrary, you are not required to pay any fees for the Demo Service;
  - (ii) you must otherwise comply with these terms;
  - (iii) you acknowledge that it may not be fit for your intended purpose and may not contain all functionality found in the standard Schoolbox subscriptions;
  - (iv) to the extent permitted by law, we provide no warranties around fitness for purpose or that the Demo Service will operate error free;
  - (v) we may discontinue the Demo Service at any time at our sole discretion, and the provisions of clause 12 do not apply to Demo Services;
  - (vi) we do not offer maintenance and support.
- (d) We have no obligation to preserve or back up Your Data once a Demo Service is terminated. It is your sole responsibility to backup Your Data.
- (e) Your use of the Demo Service is subject to our General Terms including the limitation of liability provisions.