

irl.myed.com

Machinam Website and Terms of Use

This website located at irl.myed.com ("**Website**") is owned and operated by us, ("**we**", "**us**").

ABOUT US:

Machinam provides resources for high school students, which aim to make maths more enjoyable and relatable.

TERMS OF USE:

These Terms of Use ("**Terms**", "**Agreement**") govern your use of our Website and form a binding contractual agreement between you, the User of the Website, and us, Machinam Pty Ltd (ACN 167 331 866) ("**Machinam**", ("**IRL**").

These Terms are important and you should ensure that you read them carefully and contact us with any questions before you use the Website. You can contact us at curious@machinam.com.

By using the Website you acknowledge and agree that you have read and understand the Terms and you agree to be bound by them. If you do not agree to the Terms, please do not use the Website.

1. Definitions

In these Terms the following definitions shall apply:

"**Content**" means any and all text, artwork, drawings, photographs, audio materials, visual materials, audio/visual materials, software, and graphic user interface design that appear on the Website;

"**User**" means a person or company using the platform to use the Service, and includes persons under 18;

"**Registration Data**" means information provided by you to us in order to register to access certain sections of this Website, including but not limited to name, date of birth, gender contact details.

"**Service**" means the educational resources that we provide you through the Website.

2. Licence to use Website

2.1 We grant you a non-exclusive, worldwide, non-transferable licence for 12 months to use the Website in accordance with the terms and conditions set out in this Agreement, at the end of which the license will automatically and continuously renew for subsequent 12 month terms until such time when you or we terminate these Terms as described below.

- 2.2 You may access and use the Website (including any incidental copying that occurs as part of that use) in the normal manner.
- 2.3 You must not add any Content to the Website:
- (a) unless you hold all necessary rights, permissions, licences and consents to do so;
 - (b) that would cause you or us to breach any law, regulation, rule, code or other legal obligation;
 - (c) that is or could reasonably be considered to be obscene, inappropriate, defamatory, disparaging, indecent, seditious, offensive, pornographic, threatening, abusive, liable to incite racial hatred, discriminatory, blasphemous, in breach of confidence or in breach of privacy;
 - (d) that would bring us, or the Website, into disrepute; or
 - (e) that infringes the intellectual property or other rights of any person.
- 2.4 We reserve the right at our sole discretion to remove or modify any Content added by you to the Website at any time.
- 2.5 Our website may contain links to websites operated by third parties. Those links are provided for convenience and may not remain current or be maintained. Unless expressly stated otherwise, we do not endorse and are not responsible for the content on those linked websites and have no control over or rights in those linked websites
- 2.6 The Website contains links to other websites as well as Content added by people other than us. We do not endorse, sponsor or approve any such User generated Content or any Content available on any linked website.
- 2.7 You may share and embed links from our Website on third party websites however we wholly reserve the right to remove and/or to request the removal of any such links at our sole discretion.
- 2.8 The Services may contain, or direct you to websites containing, information you find offensive or inappropriate. We cannot control that, but please let us know and we will try to remedy the situation.
- 2.9 Except as expressly permitted by these Terms, any:
- (a) modification or other use;
 - (b) sale; or
 - (c) redistribution in any form or medium of the Content is prohibited without the prior written permission of us.
- 2.10 You acknowledge and agree that:
- (a) we retain complete editorial control over the Website and may alter, amend or cease the operation of the Website at any time in our sole discretion; and
 - (b) the Website will not operate on a continuous basis, and may be unavailable from time to time (including for maintenance purposes).

3. Uploading content

- 3.1 The materials (including text, graphics, articles, photos, illustrations and User Submissions) displayed on the Website are subject to copyright and Intellectual Property laws.

- 3.2 For the purposes of this provision, a User Submission means anything you post, share, store or otherwise provide through the Website or Service, including Content that is made visible to other Users.
- 3.3 You grant us certain rights over your User Submissions. You grant us a royalty-free, worldwide, non-transferable licence to use the User Submissions in accordance with the terms and conditions set out in this Agreement and the Privacy Policy.
- 3.4 We may use, copy, store, distribute, display, modify and create derivative works out of such User Submissions, including 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. We may also use and disclose analytics regarding the User Submissions, and may use the User Submission for any product development or other related purpose, including any other purposes permitted under our Privacy Policy.
- 3.5 You are responsible for any Content that you share through the Services. We are not liable for any loss or damage that you may suffer in connection with any of your User Submissions.
- 3.6 This Clause 3 relates to all User Submissions, including but not limited to User Submissions not viewable to any User but you, User Submissions that are viewable by you and other select Users, and User Submissions that are viewable by you and a particular community or within a particular organisation such as a school.
- 3.7 Where you make a User Submission that is viewable by other Users, or by a particular community or organisation such as a school, you also grant those other Users or that community or organisation to access that User Submission, and exercise all rights in it, as permitted by our Service.

4. Intellectual Property Rights

- 4.1 Nothing in these Terms constitutes a transfer of any intellectual property rights. You acknowledge and agree that, as between you and us, we own all intellectual property rights in the Website.
- 4.2 Notwithstanding 3.1, you retain the intellectual property rights that you already held over any Content before you submitted, posted or displayed it on the Website. You grant us a limited license over that Content. Other than this limited license, we agree that we obtain no additional rights over that Content.
- 4.3 You agree that we have a royalty-free, irrevocable, and worldwide license (for as long as your Content is stored with us) to use that Content referred to in 3.2, including to display, communicate to the public, change (including for technical reasons), reproduce, and distribute that Content. We may also elect not to display, post, or store that Content.
- 4.4 You consent to any act or omission, which would otherwise constitute an infringement of your moral rights, and if you add any Content in which any third party has moral rights, you must also ensure that the third party also consents in the same manner.
- 4.5 We respect the intellectual property rights of others, and require that the people that use the Website do the same. If you believe your work has been copied in a way that constitutes a copyright infringement, please contact us at curious@machinam.com

5. Registration

- 5.1 To access certain parts of this Website, you must register as a member by providing us with certain Registration Data as requested.
- 5.2 In the event that you provide Registration Data to us, you represent and warrant to us that the Registration Data provided is true, complete, accurate and up to date, and you undertake to maintain the verity, completeness and accuracy of your Registration Data as necessary and/or as required by us.
- 5.3 If you do provide us with Registration Data:
 - (a) you may receive emails from us confirming the details of your registration and any purchases from the Website made by you, and providing you with necessary information relating to your access and use of the Website and any purchases from the Website made by you;
 - (b) from time to time we may e-mail you with messages about our services we believe may be of interest to you, such as new products, features, services, special offers and updated information. The newsletters may contain code that enables our database to track your usage of the newsletters, including whether the e-mail was opened and/or what links (if any) were clicked. We may combine that information with other information we have about you and may use that information to improve your site experience and/or provide customised e-mail communications to you. You may unsubscribe from these messages at any time;
 - (c) we agree that we will use your Registration Data and any other personal information in accordance with our Privacy Policy, which you can view at <https://irl.myedapp.com/#/privacypolicy>.

6. Personal Information

- 6.1 We collect personal information about you in order to process your registration and provide you with access to Machinam and for purposes otherwise set out in our Privacy Policy.
- 6.2 We may disclose that information to third parties that help us deliver our services (including information technology suppliers, communication suppliers and our business partners) or as required by law. If you do not provide this information, we may not be able to provide all of our services to you. We may also disclose your personal information to recipients that are located outside of Australia, including to entities of our choosing in countries of our choosing.
- 6.3 Your privacy is very important to us. Our Privacy Policy explains: (i) how we store and use, and how you may access and correct your personal information; (ii) how you can lodge a complaint regarding the handling of your personal information; and (iii) how we will handle any complaint. If you would like to clarify anything in the privacy policy, please contact us at curious@machinam.com.
- 6.4 By providing your personal information to us, you consent to the collection, use, storage and disclosure of that information as described in the Privacy Policy and these Terms.

7. Username and password

- 7.1 In the event that you do register with us you will be prompted to set a username and password ("**Membership Details**") which you can then use to access certain parts of the Website.
- 7.2 You agree not to share, publish, post to another website or otherwise allow access to Membership Details to any other individual or entity.
- 7.3 You must ensure the security and confidentiality of your Membership Details. You are wholly responsible for all activities, which occur, under your membership details. You agree to immediately notify us of any unauthorised use of your password or account or any other breach of security.
- 7.4 We reserve the right to suspend or terminate your membership to the Website or access to any and/or all parts of the Website at our sole discretion, including if we believe you are abusing the services in any way, have breached these Terms or are no longer an active user of this Website.
- 7.5 You acknowledge, consent and agree that we may access, preserve, and disclose your Registration Data and Membership Details if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to:
 - (a) comply with any legal process;
 - (b) enforce these Terms;
 - (c) respond to your requests for customer service; or
 - (d) protect the rights, property, or personal safety of us, our Users and/or the public.

8. Payment

- 8.1 While Users are not required to pay for access to the Website, all Users must be operating under a paid subscription.

9. Students

- 9.1 If you are a student accessing the Service at the invitation of a teacher or another school official, this Clause 8 applies to you.
- 9.2 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 representative of your school who is authorised to give you access to the Service.
- 9.3 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.

10. Teachers

- 10.1 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 "**School**"), this Clause 9 applies to you.
- 10.2 You agree that you are acting on behalf of (or have permission from) your School to enter into this Agreement and to use the Service as part of your curriculum.
- 10.3 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.

11. Promotions and Competitions

For certain campaigns, promotions or contests, additional terms and conditions may apply. If you want to participate in such a campaign, promotion or contest, you need to agree to the relevant terms and conditions applicable to that campaign, promotion or contest. In case of any inconsistency between such terms and conditions and these Terms, those terms and conditions will prevail.

12. Social Media

- 12.1 We may, now or in the future, incorporate functions to enable you to interact with the Service through third party social media service ("Linked Accounts"). If you use such features, you grant us permission to access and use your Linked Account for the purpose of processing your requests, such as to "Like" or "Share" Content. Your use of Linked Accounts is subject to the relevant third party terms.

13. Third Parties and User Interactions

- 13.1 The Website may contain links or connections to third party websites or services that are not owned, operated or controlled by us. When you access those third party websites or services, you accept that there are risks involved and that we are not responsible for any such risks.
- 13.2 We have no control over, and assume no responsibility for, the content, accuracy or practices expressed on any third party websites or any third party with which you interact through the Service. 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.
- 13.3 Your interactions with organisations and/or individuals on or through the Service, are solely between you and such organisations and/or individuals. We are not responsible for any loss or damage incurred as a result of any dealings with those organisations and/or individuals.

13.4 If there is a dispute between participants on the Website, or between Users and a third party, you agree that we are under no obligation to be involved. You release us, our officers, employees, agents, and successors from claims, demands, and damages of every kind of nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or or Service.

14. Disclaimer

14.1 You use this Website at your own risk.

14.2 Content and other information on this Website is provided as general information only. It is not intended as advice and must not be relied upon as such.

14.3 We do not make any representations or warranties as to the reliability, accuracy or completeness of the Content on this Website, nor do we accept any responsibility arising in any way from errors or omissions.

14.4 In order to use a Planner's services, you must agree to the Planner's terms and conditions of service, and agree that the delivery, or any shortfall in the delivery, of the Planner's services is the Planner's responsibility and not ours.

15. Limitation of liability

15.1 To the full extent permitted by law, we exclude all liability for any direct or indirect damages in respect to any:

- (a) loss of data;
- (b) bugs, viruses, trojan horses, or the like, which may be transmitted to or through our Website by any third party;
- (c) errors, mistakes or inaccuracies of content;
- (d) personal injury or property damage, of any nature whatsoever, resulting from access to and use of our Website;
- (e) any unauthorised access to or use of our secure servers and/or any and all personal information and/or financial information stored therein;
- (f) interruption of business or any consequential or incidental damages.

15.2 To the full extent permitted by law, any person or persons associated with us will not be taken to represent us and we exclude all liability for any claims arising out of their behaviour outside of our services.

15.3 To the full extent permitted by law, we exclude all representations, warranties or terms (whether express or implied) other than those expressly set out in these Terms.

15.4 These Terms are to be read subject to any legislation, which prohibits or restricts the exclusion, restriction or modification of any implied warranties, conditions, guarantees or obligations. If such legislation applies, to the extent possible, we limit our liability in respect of any claim to, at our option:

- (a) in the case of goods:
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of the goods;

- (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (iv) the payment of having the goods repaired, and
- (b) in the case of services:
 - (i) the supply of the services again; or
 - (ii) the payment of the cost of having the services supplied again.

16. Your warranties to us

16.1 You represent and warrant to us as follows:

- (a) you have the legal capacity to enter these Terms;
- (b) you understand that all content on this Website is for informational purposes only;
- (c) you understand and acknowledge that your conduct, including your use of this Website, is governed by laws in your jurisdiction(s) and that you must abide by those laws;
- (d) you have complied with and will continue to comply with clause 2.3;
- (e) you have all necessary rights to grant the licences and consents set out in clauses 3.2 and 3.3.

16.2 This Service is provided on an “as is” basis. We disclaim all warranties or representations of any kind, regarding the quality, accuracy, performance, availability, quiet enjoyment or fitness for a particular purpose of the Service.

16.3 We may not make any representations or warranties concerning any content contained in or accessed through the Service, and we will not be liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the Service.

17. Indemnity

You agree to indemnify and hold us, our officers, directors, shareholders, employees and agents (each an “**Indemnified Party**”) harmless from and against all costs, damages, loss or expenses incurred by an Indemnified Party due to or arising out of or in connection with your use of the Website and/or any breach or non-performance of any of your agreements, representations, undertakings and warranties in this Agreement.

18. Termination

18.1 These Terms terminate automatically if, for any reason, we cease to operate the Website.

18.2 You may terminate your use of the Service at any time by contacting us at curious@machinam.com

- 18.3 We may otherwise suspend access to the Service or terminate these Terms immediately at any time for any reasons, and without warning or notice, which may result in the loss of information associated with your account.
- 18.4 We will try to provide advance notice prior to terminating your access to the Service, but we may not do so if we determine it would be impractical or illegal.
- 18.5 All provisions of this Agreement, which, but their nature, should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

19. Image Delivery and Electronic Storage

On occasion, technical problems may delay access to our Website and/or our Content, and whilst we will endeavour to avoid and/or fix such problems, You agree that any such disruptions shall not constitute a breach of this Agreement.

20. Dispute Resolution

- 20.1 If a dispute arises under or in connection with this Agreement, before resorting to external dispute resolution mechanisms (including court proceedings), the parties must attempt to resolve by negotiation any dispute in relation to this Agreement by referring the matter to a mediator for mediation.
- 20.2 A mediator must be appointed by the parties, or failing agreement within (15) business days of the dispute first arising, appointed by the Australian Commercial Disputes Centre (ACDC), or his or her nominee, and whose costs must be paid equally by the parties.
- 20.3 If the dispute is not settled by the parties within (15) business days of a mediator being appointed, the dispute may be submitted to some alternative dispute resolution mechanisms as may be agreed in writing between the parties.
- 20.4 Notwithstanding the existence of a dispute, each party must continue to perform its obligations under this Agreement.
- 20.5 This Clause survives the expiry or termination of this Agreement.

21. Taxes

You acknowledge and agree that any and all fees payable by you are exclusive of any applicable sales, use, withholding or other transactional taxes, including but not limited to any Goods and Services Tax payable pursuant to *A New Tax System (Goods and Services Tax) Act 1999* (Cth). You agree that you will pay all such applicable taxes.

22. General

- 22.1 You must not assign, sublicense or otherwise deal in any other way with any of your rights under these Terms.

- 22.2 If a provision of these Terms are invalid or unenforceable it is to be read down or severed to the extent necessary without affecting the validity or enforceability of the remaining provisions.
- 22.3 Each party must at its own expense do everything reasonably necessary to give full effect to this Agreement and the events contemplated by it.
- 22.4 This Agreement is the entire Agreement of the parties about its subject matter and supersedes all other representations, arrangements or agreements. Other than as expressly set out in this Agreement, no party has relied on any representation made by or on behalf of the other.
- 22.5 This Agreement is governed by the laws of Victoria, Australia and each party submits to the jurisdiction of the courts of Victoria.