

Minimum Terms and Conditions

Terms and Conditions

In these terms and conditions, “we” “us” and “our” refers to Paperly Pty Ltd (ACN: 625 315 951). You may use this software application (Paperly App) subject to the following terms and the Privacy Policy (accessed here: <https://paperly.education/privacy-policy.html>) (together, the **Terms**). You acknowledge that you are granted access to the Paperly App in accordance with your Services Agreement with Paperly’s partner and these additional Terms. To the extent of any inconsistency, these terms shall take precedence as they relate to the Paperly App.

1. Key definitions

- 1.1 The following terms are used regularly throughout these Terms and have a particular meaning (additional definitions are found in the General Conditions):
- (a) Agreement means these Terms (as amended from time to time).
 - (b) Adult means a person that has reached the age of 18.
 - (c) Company or Paperly means Paperly Pty Ltd (ACN 625 315 951).
 - (d) Effective Date means the date the subscription to the Services commences.
 - (e) Intellectual Property Rights means:
 - (i) the various rights and property conferred by statute, common law and equity in and in relation to patents of any kind, inventions, utility models, designs, copyright, trade marks, trade names, business names, corporate names, logos and get up, circuit layouts, know-how, trade secrets and confidential information and the right to have trade secrets and confidential information kept confidential and all other intellectual property rights as defined by Article 2 of the World Intellectual Property Organisation Convention of July 1967;
 - (ii) all applications for registration, extension, renewal or otherwise in respect of the rights and property referred to in paragraph (i) of this definition; and
 - (iii) all rights of action in respect of the rights or property referred to in paragraph (i) of this definition.
 - (f) Organisation means a school, childcare centre, club, institution, agency or other organised or incorporated body which has a subscription to access or use the Paperly App.
 - (g) Paperly App or App means this software mobile application available from the Apple® App Store®, Google Play®, and other mobile application marketplaces and the web application.
 - (h) Permitted Individual means either a teacher, staff, student, parent and guardian with authorised access to Paperly.
 - (i) Personal Information has the meaning given to that term by section 6 of the Privacy Act.
 - (j) Privacy Act means Privacy Act 1988(Cth).
 - (k) Privacy Law means:

- (i) the Privacy Act;
 - (ii) the Australian Privacy Principles established under the Privacy Act;
 - (iii) any guidelines, public interest determinations or other advices relating to Personal Information issued by the Office of the Australian Information Commissioner or the Commissioner; and
 - (iv) any other requirement under Australian law, industry code or policy relating to the handling of Personal Information.
- (l) Staff Member means any employee, contractor, volunteer or other personnel of an Organisation, including teachers, coaches, instructors etc.
 - (m) School means but not limited to the school with Students and Staff Members who are Users of the Paperly App.
 - (n) Student means a student of the Organisation.
 - (o) SDF (Student Details Form) means the information record of a Student including, but not limited to, First Name, Surname, Date of Birth, Form (Year group/ Home Class), Parent Mobile, Parent Home Phone, Parent Email, Parent Home Address, Emergency Contact Mobile, Emergency Contact Home Phone, Student split family information, Student Medical Conditions, Student Allergies, Student Medicare Information, Student Doctor Information, and Student Immunisation Information.
 - (p) User means any Permitted Individual or Staff Member expressly authorised by the Organisation to access and use the Paperly App.
 - (q) User Content means all data, information, documents and materials (including, without limitation, all text, graphics, logos, photographs, images, moving images and sounds) provided by the User or Permitted Individual for use in connection with the Paperly App.

2. Agreement

- 2.1 These Terms govern the use of the Paperly App by the Organisation and Users and limits the liability of the Company to the Organisation and Users.
- 2.2 Where the Organisation or Users do not accept the Terms, the Organisation and Users must immediately cease using the Paperly App.
- 2.3 The Company grants to the Organisation and the Users, a non-transferable, non-exclusive licence, to access and use the Paperly App.
- 2.4 The Organisation and the Users agree and acknowledge that:
 - (a) it is their responsibility to provide Paperly with complete, accurate and current information at all times throughout the Term. Failure to provide Paperly with complete, accurate and current information constitutes a breach of these Terms which may result in termination of the Services;
 - (b) access to, and use of the Paperly App is limited solely to the Organisation and the Users;
 - (c) any consent made by the Organisation or Users through Paperly is valid and binding unless and until revoked by the Organisation or User;
 - (d) all information about a User is used and controlled by the Organisation, not Paperly;

- (e) all information input into the Paperly App about a User is provided with that User's consent via the Organisation;
 - (f) it shall not store or record any medical information that it can access through the Paperly App unless it is fully compliant with the Privacy Laws;
 - (g) it shall ensure all Personal Information it has access to through the use of the Paperly App is kept and used in accordance with the Privacy Laws;
 - (h) it shall only use Paperly for its intended purpose as set out in these Terms;
 - (i) it is solely responsible for the use of all information uploaded or input into the Paperly App by any Staff Member;
 - (j) subject to written approval, it grants Paperly a royalty free licence to use any logos in any form, media, or technology for the purpose of promoting or marketing Paperly; and
 - (k) Paperly may from time to time use third party services including (but not limited to) software, add-ons, integrations, and plug-ins as part of the Paperly App. By using the Paperly App, the Organisation and Users acknowledge the use of such third party services by Paperly and agree to comply with such third party service providers' terms of use (as applicable and as may be amended from time to time).
- 2.5 The Company agrees and accepts that it shall comply with all applicable laws and regulations in the course of performing its obligations under these Terms.

3. Registration

- 3.1 Each Organisation must register an account through Paperly to use the Paperly App.

4. Our Services

- 4.1 Paperly is a cloud-based education management platform designed to facilitate efficient, safe and secure communication between Organisations, teachers, staff, students, parents and guardians. Paperly enables Users to access information relating to the Organisation including, but not limited to administrative forms (including SDF), leave requests, excursions approval, schedules and calendars, music, enrolments, transportation arrangements, management of cocurricular activities, parent teacher interviews, incident reports, onboarding, sports management, ecommerce and purchase orders, voting at elections, student tracking, policies procedures, training and inductions (the Services). The Services are made available on the Paperly App, and in other forms provided or made available by Paperly. There are no age restrictions applicable to Users.
- 4.2 Our Services will only operate properly if the Organisation has a valid subscription and has authorised Users to access the particular modules within the Paperly App. Paperly may provide the Organisation with the username and password to access the Paperly App, and Users may be required to change their username and / or password.
- 4.3 We provide an online platform to replace paperwork via various modules, not a backup system. We recommend maintaining paper records for verification purposes or backup, if required. We do not have an obligation or liability with respect to deletion of, corruption, or failure to maintain copies or backups of the User Content or data.
- 4.4 Any files, information, data, images, or documents uploaded to the Paperly App will remain the property of the Organisation or User (as applicable). The Organisation and Users (as applicable) hereby expressly grant Paperly a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, sub-licensable and transferable license to use any of the User

Content in any way for the purpose of providing the service to the Organisation and Users, and agree to sign any documentation to that effect, if required.

- 4.5 Any information shared by Users with the Organisation may be retained by the Organisation for the purpose of updating its administrative records.
- 4.6 All information about a User is used and controlled by the Organisation and/or the User, not Paperly.
- 4.7 We will endeavour to maintain the integrity of the User Content. However, it is the Organisation's and the User's responsibility to maintain a backup of the User Content. We are not obliged or responsible to keep the User Content on our system.
- 4.8 Once an account or access rights to our system is revoked, we may delete any User Content on our system at our discretion.
- 4.9 You acknowledge and agree that we may share the User Content or data with the Organisation.

5. Termination

- 5.1 Paperly may terminate these Terms at any time by giving 60 days' written notice.

6. Intellectual Property Rights

- 6.1 The Organisation (and the Users) agree and acknowledge that Paperly is the owner or licensee of the Intellectual Property Rights in the Paperly App (including applets, graphics, images, layouts, and text) and nothing in these Terms will confer any right of ownership, or other interest, in such Intellectual Property Rights to the Organisation or the Users.
- 6.2 The Organisation (and the Users) further warrant that by using the Paperly App, the Organisation (and the Users) will not:
 - (a) copy the Paperly App or the services that it provides for the Organisation's own commercial purposes; and
 - (b) directly or indirectly copy, recreate, decompile, reverse engineer or otherwise obtain, modify or use any source or object code, architecture, algorithms, scripts contained in the Paperly App or any documentation associated with it.
- 6.3 The parties agree and acknowledge that the Intellectual Property Rights in the SDF and User Content are owned by the Organisation and/or the Users (as applicable) and nothing in these Terms will confer any right of ownership, or other interest in those Intellectual Property Rights to Paperly.
- 6.4 All trademarks, brands, and logos generally identified either with the symbols TM or ® which are used on the Paperly App are either owned by us or we have a licence to use them. Access to the Paperly App does not licence the Organisation or the Users to use those marks in any commercial way without our prior written permission.

7. Disclaimers

- 7.1 Whilst we take all due care in providing our services, we do not provide any warranty either express or implied including without limitation warranties of merchantability or fitness for a particular purpose.
- 7.2 To the extent permitted by law, any condition or warranty which would otherwise be implied into these terms and conditions is excluded.
- 7.3 We also take due care to ensure the Paperly App is free of any virus, worm, Trojan horse and/or malware, however, we are not responsible for any damage to your computer system which arises in connection with your use of the Paperly App or any linked website.

8. Statutory Guarantees and Warranties to Consumers

- 8.1 Schedule 2 of the Competition and Consumer Act 2010 (“C&C Act”) defines a consumer. Under the C&C Act we are a supplier of either goods or services or both to you, and as a consumer, the C&C Act gives you statutory guarantees. Attached to the Standard Terms and Conditions are:-
- (a) Schedule 2 of the C&C Act; and
 - (b) those statutory guarantees, all of which are given by us to you if you are a consumer.
- 8.2 You warrant that all the data, images, and / or files which you upload to our system will not breach any law, and we reserve the right to remove any unlawful data, images, and / or files in our sole discretion. You acknowledge and agree that we shall not decline any legal request issued by any governmental institutions or organisations to access your information, data, images, and / or files.

9. Limitation of Liability

- 9.1 The Organisation (and the Users) agree to access and use the Paperly App at their own risk.
- 9.2 The Organisation (and the Users) acknowledge that we do not provide any kind of advice, including but not limited to medical advice, legal advice, or financial advice, nor hold ourselves out to provide advice of any kind.
- 9.3 The Organisation (and the Users) acknowledge and agree that we, including all directors, employees, contractors, related and affiliated persons of Paperly, are not responsible for the conduct or activities of the Organisation and the Users.
- 9.4 To the extent permitted by law and warranties expressly stated in these Terms, the Paperly App and all services supplied by Paperly are provided “as is”, without any further warranties or representations, express or implied. The Organisation assumes all responsibility for exercising independent judgement in determining whether the Paperly App or the materials generated thereby are accurate or sufficient for the Organisation’s or User’s purposes. Paperly does not warrant or guarantee that use of the Paperly App will be free from defects, error-free, uninterrupted or that User Content loss will not occur.
- 9.5 The Organisation (and the Users) acknowledge and agree that, in no circumstances will the Company be liable for any incidental, consequential or indirect damages, loss or corruption of data, loss of profits, goodwill, bargain or opportunity, loss of anticipated savings or any other similar or analogous loss resulting from the Organisation’s or User’s access to, or use of, or inability to use Paperly App or any User Content, whether based on warranty, contract, tort, negligence, in equity or any other legal theory, and whether or not

the Company knew or should have known of the possibility of such damage, to business interruption of any type, whether in tort, contract or otherwise.

9.6 We do not warrant the accuracy of any data or User Content entered into the Paperly App by Users or other third parties. We are in no way responsible for medical information stored within the Paperly App nor are we responsible for medical actions, first aid or medical treatments administered to any person wherein anybody has relied on medical information contained within the Paperly App.

9.7 We do not provide medical assistance, emergency services or medical treatment advice.

10. Indemnity

10.1 By accessing or using the Paperly App, the Organisation agrees to indemnify and hold Paperly harmless from all claims, actions, damages, costs and expenses including legal fees arising as a result of the Organisation's or any User's infringement of any law by using the Paperly App.

11. Jurisdiction

11.1 If any provision in these terms and conditions is invalid under any law the provision will be limited, narrowed, construed or altered as necessary to render it valid but only to the extent necessary to achieve such validity. If necessary the invalid provision will be deleted from these terms and conditions and the remaining provisions will remain in full force and effect.

12. Privacy

12.1 We undertake to take all due care with any information which you may provide to us when accessing the Paperly App. However we do not warrant and cannot ensure the security of any information which you may provide to us. Information you transmit to us is entirely at your own risk although we undertake to take reasonable steps to preserve such information in a secure manner.

12.2 Our compliance with Privacy Laws is set out in our separate Privacy Policy which may be accessed from our home page.