

TERMS OF USE

This page outlines the General Conditions of access to and use of the Site.

Acknowledgment and acceptance of General Conditions

- (a) www.rainforestmaths.com (**Site**) is owned and operated by 3P Learning Pty Ltd, the company behind LiveMathBowl (US), Mathletics (Rest of World) and World Maths Day (**we, us**).
- (b) Your access to and use of the Site (collectively, your **Access**) is conditional on your acceptance and compliance with the terms, conditions, notices and disclaimers contained on this page and elsewhere on the Site (**General Conditions**). Your Access to the Site constitutes your agreement to be bound by the General Conditions. We reserves the right to revise, amend and update the General Conditions at any time effective on the date of posting to the Site of the new and amended provisions.

Access Terms

- (a) Any students or teachers found to be intentionally misusing the site (e.g. hacking or sending fraudulent results) will have their access to the Site revoked.
- (b) Users must protect their usernames and passwords from unauthorised use.
- (c) Students and teachers are not to use rude or inappropriate words as part of their names.
- (d) Users of the Site must agree to the Rainforest Maths Privacy Policy. By your use of the Site you consent to the collection, storage, use and dissemination of your personal information in accordance with this Privacy Policy.

Anonymous Information

We collect anonymous information about you and your activities on the Site. Anonymous information is information that is not linked to your identity. This information is primarily used to assist us in enhancing the learning resources and the information remains anonymous at all times.

By using the Site you grant us the right to use this anonymous information for our own purposes, such as the preparation of statistical reports, provided we otherwise comply with our obligations in respect of the use of personal information.

Ownership of content on the site

- (a) The materials displayed on the Site, including without limitation all information, text, materials, graphics, software, tools, results derived from the use of software and tools, advertisements, names, logos and trade marks on the Site (**Content**) are protected by copyright, trade mark and other intellectual property laws unless expressly indicated otherwise on the Site.
- (b) You must not modify, copy, reproduce, republish, frame, download onto a computer, upload to a third party, post, transmit or distribute this Content in any way except as expressly provided for in these General Conditions or with our express prior written consent.

Access to the Site

- (a) You may view the Site using your web browser and save an electronic copy, or print out a copy, of parts of this Site solely for your own personal use, information, research or study, but only if you keep all Content intact and in the same form as presented on the Site (including without limitation all copyright, trade mark and other proprietary notices and all advertisements).

- (b) You must not access or use the Site or the Content in any manner or for any purpose which:
 - (i) is illegal or prohibited by any laws that apply to you;
 - (ii) violates our rights in any way; or
 - (iii) is prohibited by the General Conditions.
- (c) You must take your own precautions to ensure that the process which you employ for accessing the Site does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. We do not accept responsibility for any interference or damage to your own computer system or data which arises in connection with your Access.
- (d) You must not use the Content for commercial purposes without first obtaining our express written authority.

Disclaimer and limitation of liability

- (a) Although we have no reason to believe that any information contained in this Site is inaccurate, we do not warrant the accuracy, adequacy or completeness of the information, nor do we undertake to keep this Site updated.
- (b) We do not accept responsibility for loss suffered as a result of your reliance on the accuracy or currency of information contained in this Site. We and our directors, officers, agents, employees and contractors do not guarantee or warrant the Site will be uninterrupted, without delay, error-free, omission-free or free of viruses. The Content is provided “as is” without warranties of any kind, express or implied, including as to accuracy, timeliness and completeness.
- (c) Neither we nor our directors, officers, agents, employees or contractors will be liable for any loss or damage, however arising (whether in negligence or otherwise), in connection with your

Access, the Content or any omissions from the Content, except where liability is made non-excludable by legislation.

Indemnity

You must indemnify us and our directors, officers, agents, employees and contractors and keep us and all of them indemnified, against all loss, actions, proceedings, costs, expenses (including legal fees), claims and damages arising from:

- (a) any breach by you of the General Conditions; or
- (b) reliance by you on any information obtained through the Site; or
- (c) your Access to the Site.

Copyright

Copyright in this Site (including text, graphics, logos, icons, sound recordings and software) is owned or licensed by us. Other than for the purposes of, and subject to the conditions prescribed under, the Copyright Act 1968 (Cth) and similar legislation which applies in your location, and except as expressly authorised by these General Conditions, you may not in any form or by any means:

- (a) adapt, reproduce, store, distribute, print, display, perform, publish or create derivative works from any part of this Site; or
- (b) commercialise any information, products or services obtained from any part of this Site.

Trade Marks

- (a) Except where otherwise specified, any word or device to which the TM or ® symbol is attached, is a trade mark in which we claim

proprietary rights. We also assert all our trade mark rights under the common law or otherwise.

- (b) If you use any of our trade marks in reference to our activities, products or services, you must include a statement attributing that trade mark to us. You must not use any of our trade marks:
 - (i) in or as the whole or part of your own trade marks;
 - (ii) in connection with activities, products or services which are not ours;
 - (iii) in a manner which may be confusing, misleading or deceptive;
 - (iv) in a manner that disparages us or our information, products or services (including this Site).

Termination

We may terminate access to this Site at any time without notice. The General Conditions will nevertheless survive any such termination.

Governing Law

These General Conditions are governed by the laws in force in New South Wales, Australia. You agree to submit to the exclusive jurisdiction of the courts in New South Wales, Australia.

Advertising and links to other web sites

- (a) The Site may contain links to third party sites (**Linked Sites**). Linked Sites are not under our control and we are not responsible for the content of any Linked Site or any hyperlink contained in a Linked Site (**Subsequent Site**). We provide these hyperlinks to you as convenience only, and the inclusion of any link does not imply any endorsement of the Linked Site by us or by our directors, officers,

agents, employees and contractors. You link to any Linked Site or Subsequent Site entirely at your own risk.

- (b) Neither we nor our directors, officers, agents, employees and contractors give any representation or warranty as to the reliability, accuracy or completeness of any Linked Sites or Subsequent Sites, nor do we or they accept any responsibility arising in any way (including negligence) for errors in, or omissions from any Linked Sites or Subsequent Sites.

General

- (a) We do not accept any liability for any failure to comply with the General Conditions where the failure is due to circumstances beyond our reasonable control.
- (b) If we waive any rights available to us under these General Conditions on one occasion, this does not mean that those rights will automatically be waived on any other occasion.
- (c) If any of the General Conditions are held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions will nevertheless continue in full force.