



Education Perfect Limited  
Platform Standard Terms and Conditions (Consumer)

Updated July 2023

Please read these terms of use carefully

### **1. Introduction**

Education Perfect Limited (NZCN 6584033) and its affiliates and partners (“Education Perfect”) provide an online learning platform, software and related components, products and services on <https://www.epforlearning.com/> and subdomains, mobile applications and other media managed by Education Perfect, including access to all of the Education Perfect e- learning competitions (collectively, the “Online Learning Tool”) that can be used by schools/organisations, teachers/trainers, students/learners and their parents, (collectively, the “Users”).

These Terms are entered into by and between you as a User and Education Perfect, and together with [Education Perfect’s Privacy Policy](#), govern your access to the Online Learning Tool and its content and functionality.

Your use of the Online Learning Tool, and its content, constitutes your agreement to be bound by these Terms (“Terms”). The offering of the Online Learning Tool to you is conditional on your acceptance of these Terms. If you do not agree to these Terms, you must not access or use the Online Learning Tool.

If you are under the age of 18, you must have the permission of your parent or guardian to use the Online Learning Tool and by using the Online Learning Tool you promise that you have such permission.

### **2. User Account**

2.1 You will be given an account (“User Account”) to access the Online Learning Tool. Registration of the User Account will require you to provide a valid e-mail address for the communication between Education Perfect and you related to the Online Learning Tool and will require you to create a password for log in purposes.

2.2 By using the User Account, you will be responsible for maintaining the security of your User Account, for all activities that occur under the User Account and any other actions in relation to the User Account. You should not share your log in details with any other person.

2.3 You must immediately notify Education Perfect at [privacy@educationperfect.com](mailto:privacy@educationperfect.com) of any unauthorised uses of your User Account or any other breaches of security. Education Perfect will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions.

2.4 Education Perfect will have the right to suspend access to your User Account, or to terminate your User Account, at any time if you are in violation of any of the provisions in this Term of Use.

### **3. Permitted Access and Use**

3.1 Licence. Education Perfect grants to you a limited, non-exclusive, non-transferable licence to access the Online Learning Tool (excluding User Generated Content (as defined below)) (being the "Platform Content") for your own personal and commercial (in the case of teachers/trainers and school organisations) purposes, subject to the following conditions:

- you may only view, copy, and print such portions of the Platform Content for your own personal use and may not copy or distribute any Platform Content to any other person or for commercial use;
- you may not modify or otherwise make derivative works of the Platform Content, or reproduce, distribute, or display the Platform Content except as expressly permitted in these Terms;
- you may not remove or modify any copyright, trademark, or other proprietary notices that have been placed in the Platform Content;
- you may not use any data mining, robots, or similar data gathering or extraction methods; and
- you may not use the Platform Content other than for their intended purposes.

This licence shall terminate upon the termination of your User Account.

#### **3.2 Intellectual Property.**

- All of the Intellectual Property Rights in the Platform Content is owned by Education Perfect, its licensors and other providers of such material and are protected by applicable Intellectual Property Rights. Users may not engage in any activity on or through the Online Learning Tool, including transmitting or using User Generated Content, that infringes or otherwise makes unauthorised use of another party's Intellectual Property Rights.
- Where a User (including you) generates or uploads new content (for example learning resources, assessments, homework assignments etc) on the Online Learning Tool ("User Generated Content"), the User retains the ownership in the intellectual property that is generated. By posting or otherwise providing User Generated Content to or through the Online Learning Tool, the User grants Education Perfect a non-exclusive, royalty-free, transferable, irrevocable, perpetual (or if not permitted under applicable laws, for the term of your use of the Online Learning Tool plus twenty (20) years) worldwide license and right to use, display and otherwise make available such User Generated Content on the Online Learning Tool for the purpose of providing the Online Learning Tool. You represent and warrant that you own and control all of the rights to the User Generated Content, and have the lawful right to post the User Generated Content on the Online Learning Tool and otherwise provide Education Perfect with the User Generated Content. Where you have also chosen to share such User Generated Content with other users of the Online Learning Tool, you grant Education Perfect, and any other such users with whom User Generated Content is shared, a non-exclusive, royalty-free, transferable, irrevocable, perpetual (or if not permitted under applicable laws, for the term of your use of the Online Learning Tool plus twenty (20) years) worldwide license and right to use, display, publicly perform, reproduce, distribute, publish, modify, adapt, translate, create derivative works of, make available and sublicense and otherwise use and exploit such User Generated Content. You represent and warrant that you own and controls all of the rights to the User Generated Content you have or may create, and have the lawful right to post the User Generated Content on the Online Learning Tool and otherwise provide Education Perfect with the User Generated Content.
- Aside from the rights specifically granted in these Terms, you retain ownership of all Intellectual Property Rights in your User Generated Content. Where applicable and permitted under applicable law, you also agree to waive any "moral rights" (or the

equivalent under applicable law) such as your right to be identified as the author of any User Generated Content, and your right to object to derogatory treatment of such User Generated Content.

**3.3 Use of Results.** You agree that Education Perfect may use the results of your tests, exams and other assessments conducted via the Online Learning Tool for research and development and other reasonable commercial purposes, on a fully anonymized and de-identified basis such that the materials no longer contain personal data. Education Perfect will comply with applicable privacy laws and the Privacy Notice in connection with the use of personal information relating to you which has been collected from the Online Learning Tool.

**3.4 Modification of Content.** You acknowledge that any modification of content in the Online Learning Tool made by you is your responsibility and made at your own risk. You agree to indemnify Education Perfect in full upon demand for any loss or damage incurred by Education Perfect (or its affiliates) as a result of any claim or action commenced in relation to the use of third party information or breach of third party intellectual property rights relating to the use or modification of the Online Learning Tool.

**3.5 Suspension of Access.** If Education Perfect believes in its sole opinion that the Online Learning Tool is at risk or subject to damage for any reason, including (without limitation) due to the manner of its use by a User or any external event impacting the security of the Online Learning Tool, Education Perfect may immediately suspend or terminate access to the Online Learning Tool in respect of any or all Users for such period of time deemed necessary to protect the Online Learning Tool from damage.

#### **4. Term**

**4.1 Subscription Period.** You can access the Online Learning Tool on a monthly subscription or on an annual subscription. Your subscription will commence as of the date that your payment for the subscription is received and will continue for the length of the term you purchase (the "Initial Subscription Period").

**4.2 Renewal.** The Customer agrees that its subscription to the Online Learning Tool will automatically renew upon expiry of the Initial Subscription Period and on the end of each subsequent subscription period ("Subscription Period") unless the subscription has been terminated in accordance with these Terms. These Terms will continue to apply to each renewed Subscription Period.

**4.3 Cancellation.** You may cancel your subscription by following the in platform prompts no less than 48 hours before the billing date for an upcoming Subscription Period. You will be able to continue using the Online Learning Tool until the end of your current prepaid subscription period, and then it will not be renewed. We may cancel your Subscription at the end of a Subscription Period on no less than 30 days' written notice to you.

#### **5. Billing and Payment**

**5.1 Billing.** We accept major credit cards for payment ("Payment Method"). The subscription fee for the Online Learning Tool and any other charges you may incur in connection with your use of the subscription, such as taxes and possible transaction fees, will be charged to your Payment Method on the date of registration and on the first day of each subsequent Subscription Period ("Billing Date"). The length of your billing cycle will depend on the type of subscription that you choose when you signed up for the service.

5.3 No Refund. The Customer will not be entitled to a refund or reduction of the subscription price if the Customer chooses to cancel its subscription of the Online Learning Tool before the end of a Subscription Period.

5.4 Changes to Subscription Plans and/or Price: We reserve the right to change our subscription plans and/or price of our service at any time. If you have an existing subscription, we will honour the subscription plan and pricing applicable to your subscription until your current Subscription Period expires. We will notify you of any changes to your ongoing subscription plan or pricing in writing at a reasonable timeframe in advance of your auto-renewal.

## **6.Undertakings and Acknowledgements**

6.1 Ownership and Risk. You acknowledge that Education Perfect (and its related companies, as applicable) is the exclusive owner of the Online Learning Tool and the Online Learning Tool (including its content, but except any User Generated Content) remains the property of Education Perfect at all times, subject to any validly existing third party rights at law. You must not sell, dispose, grant any third party right or licence or part with possession or do anything else inconsistent with Education Perfect's ownership of the Online Learning Tool.

6.2 Third Party Products. You acknowledge and agree that any third party branded online learning products, software and related components and services or any other products or services offered under your subscription which have been identified as being owned and operated by a third party

(Third Party Products) do not form part of the Online Learning Tool provided by Education Perfect. Third Party Products are provided by the relevant third party to you on and subject to that third party's terms and conditions which will be made available to you. You agree that your access to Third Party Products is governed the relevant third party terms and conditions and that you will ensure compliance with them at all times in connection with the Third Party Products. Education Perfect is not responsible for, and disclaims all liability in relation to, Third Party Products, including (without limitation) the performance, availability and functionality of Third Party Products and their compliance with laws and regulations from time to time (including the use of your personal information shared across Third Party Products).

6.3 Education Perfect's Undertakings. Education Perfect undertakes to you that it will:

- arrange for the Online Learning Tool to be available throughout the Subscription Period in good operational working order and accessible;
- provide upgrades or new versions of software (if available) from time to time to the extent considered necessary by Education Perfect; and
- provide (by telephone and email) adequate support services for the Online Learning Tool during its business hours.

You acknowledge and agree there may be times when the Online Learning Tool is temporarily closed for maintenance or for reasons beyond Education Perfect's control. Education Perfect does not accept any liability or responsibility for the period the Online Learning Tool is unavailable.

6.4 No Warranties. Whilst Education Perfect will use reasonable efforts to ensure that the data and information contained in the Online Learning Tool is accurate and appropriate, to the full extent permitted by law, Education Perfect does not accept any liability for loss or damage arising (directly or indirectly) from your or any User's use of the Online Learning Tool, including in respect of its content or any omissions from the content. The content of the Online Learning Tool is provided "as is", and to the extent permitted by law, without warranties of any kind, express or implied including warranties as to its effectiveness or accuracy. You acknowledges that Education Perfect makes no representation or warranty to you regarding the suitability of the Online Learning Tool for your use or in respect of any User. [Any condition or warranty expressed

or implied by law in respect of the subscription of the Online Learning Tool (including without limitation the Contract and Commercial Law Act 2017, Consumer Guarantees Act 1993, Fair Trading Act 1986 and equivalent legislation in other jurisdictions) is expressly excluded to the maximum extent permitted by law]. To the full extent permitted by law, you agree not bring or threaten to bring any claim against Education Perfect for loss or damage incurred or threatened against you or arising directly or indirectly from your use of the Online Learning Tool.

### **6.5 User's Undertakings.**

You undertake to Education Perfect that you will:

- not reverse engineer, reverse assemble, decompile, enhance, copy, modify or distribute the Online Learning Tool or prepare any derivative works;
- take proper and reasonable care of the Online Learning Tool and only use it for the purpose it was provided for and satisfy yourself that the Online Learning Tool is suitable for your intended use;
- comply with Education Perfect's reasonable restrictions and instruction in relation to the use of the Online Learning Tool;
- install any upgrade, fix, patch or new version of software provided by Education Perfect as soon as reasonably possible;
- not probe, scan or test the vulnerability of the Online Learning Tool or any network connected to it, nor breach the security or authentication measures on the Online Learning Tool or any network connected to it (including but not limited to distributed denial-of-service ("DDOS") attacks or the introduction of viruses or other destructive code); or
- not interfere by any automatic or manual device, program, algorithm or methodology with the proper working of the Online Learning Tool or with any other User's use of the Online Learning Tool.
- use the Online Learning Tool in a lawful manner with due regard to all laws and regulations pertaining to its use and that you will not use the Online Learning Tool in a way otherwise exploits or harms (or attempts to exploit or harm) any other person;
- adequately supervise and control use of the Online Learning Tool by Users and monitor compliance with the end user licence terms applicable to all Users;
- will not permit any unauthorised third party to examine, repair or in any way alter the Online Learning Tool without Education Perfect's consent;
- will be responsible for ensuring that you have appropriate computer hardware and software to run the Online Learning Tool;
- will not sell, assign, sublicense or transfer the Online Learning Tool, or otherwise part with possession of, or mortgage, charge or encumber the Online Learning Tool in any way;
- not use the Online Learning Tool in a way that infringes the rights of other Users, or restricts or inhibits any other User or person from using or enjoying the Online Learning Tool, including but not limited to actions which harass or cause distress to any other User or person;
- will follow any directions from Education Perfect, government and local authorities, regulators, court orders and codes of practice relating to the use and safety of the Online Learning Tool; and
- will comply with all obligations and restrictions in relation to the use and control of the Online Learning Tool under these Terms.

## **6.6 User Generated Content.**

You are responsible for ensuring that User Generated Content you create complies with all applicable laws, rules and regulations. You expressly agree not to submit or upload any User Generated Content which:

- contains material that is defamatory, discriminatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable;
  - you do not have the right to submit or upload, including where the content may infringe any patent, trademark, trade secret, copyright, or other intellectual property or proprietary right (“Intellectual Property Rights”) of any party;
  - impersonates any person or entity or otherwise associates, infers, or misrepresents the User’s affiliation with a person or entity;
  - contains the personal information of any third party unless that third party has expressly consented to such use and disclosure;
  - contains viruses, corrupted data, or other harmful, disruptive, or destructive files;
  - constitutes unsolicited promotions, campaigning, advertising or solicitations, or other types of content which constitute “spam”; or
  - may expose Education Perfect or other Users to any harm or liability of any kind.
- Education Perfect reserves the right to judge in its sole discretion whether any submitted User Generated Content infringes any of the above restrictions. Education Perfect has the right, but not the obligation, to monitor all conduct and content submitted to the Online Learning Tool, and may in its sole discretion remove or disable access to User Generated Content that breaches these Terms.

If you believe that any other User’s User Generated Content, third party’s content or Education Perfect’s content violates any applicable laws, rules or regulations, including, without limitation, any copyright laws, you should report it to Education Perfect.

## **7. Disclaimers and Limits of Liability**

### **7.1 General**

Some aspects of these Terms may not apply in some jurisdictions if prohibited by local laws. Nothing in these Terms affects your statutory rights as a consumer under relevant local laws.

### **7.2 User Generated Content**

Education Perfect has not reviewed User Generated Content posted on the Online Learning Tool and is not responsible for any User Generated Content, or the use or effects of the Platform Content or User Generated Content. Furthermore, Education Perfect makes no representations, warranties or guaranties, whether express or implied, that User Generated Content is accurate, complete or up to date.

### **7.3 Security**

- You understand that we cannot and do not guarantee or warrant that files available for downloading from the Online Learning Tool will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for antivirus protection and accuracy of data input and output, and for maintaining a means external to the Online Learning Tool for any reconstruction of any lost data.
- Without limitation to clause [7.7], Education Perfect will not be liable for any loss or damage caused by a DDOS attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Online Learning Tool or your downloading of any material posted on the Online Learning Tool or on any sites linked to on the Online Learning Tool.

### **7.4 External Website Links**

Without limitation to clause [7.7], Education Perfect has not reviewed all of the material made available through the other websites that the Online Learning Tool may link to. Education Perfect

does not have any control over these other websites and is not responsible for their contents or their use. By linking to such other websites, Education Perfect does not represent or warrant that it endorses such websites. When you leave the Online Learning Tool, our terms and policies (including these Terms) no longer apply. You should review applicable terms and policies, including privacy and data gathering practices, of any other websites and perform your own investigations before entering into any transactions with any third parties.

### **7.5 Indemnity**

You must indemnify Education Perfect on demand against any claim (including regulatory fines) made by any person against Education Perfect for any loss or damage suffered or liability incurred arising directly or indirectly out of your use or possession of the Online Learning Tool or any breach of applicable privacy legislation by you.

### **7.6 Business Purposes**

If you are subscribing for the Online Learning Tool for the purposes of a business as defined in the Consumer Guarantees Act 1993 (or under equivalent foreign legislation) you agree that:

- any guarantees and undertakings applying to Education Perfect under such legislation are excluded to the maximum extent permitted by law; and
- sections 9, 12A, 13, and 14 (1) of the Fair Trading Act 1986 (NZ) do not apply and that the parties have contracted out of these provisions

### **7.7 No Liability**

To the maximum extent permitted by law, in entering into these Terms you agree that Education Perfect shall not be liable for any loss or damage or liability of any kind whatsoever (including consequential loss or lost profit or business) whether suffered or incurred by you or another person and whether in contract, or tort, or otherwise and whether such loss or damage arises directly or indirectly from the Online Learning Tool provided by Education Perfect.

Notwithstanding the above, to the extent that Education Perfect is liable for any reason for any loss suffered or liability incurred by you arising from any breach of these Terms or for any other reason, such liability is limited to the lower of: (a) the annual subscription fee payable by you or on your behalf in connection with your access to the Online Learning Tool; and (b) NZ\$100.00 (one hundred New Zealand Dollars).

### **7.8 No liability for termination.**

Notwithstanding that Education Perfect or you may have terminated a subscription under these Terms, you indemnify Education Perfect against any cost, claim, damage, expense or liability suffered or incurred by Education Perfect whether arising directly or indirectly from Education Perfect exercising its rights or otherwise acting to recover any monies payable by you under these Terms.

## **8. Competitions**

8.1 Depending on your subscription type, your use of the Online Learning Tool automatically allows you to access our competitions if you want to enter. The following rules shall apply to all competitions organised or hosted by Education Perfect on the Online Learning Tool. By participating in a competition, a User agrees to be bound by these rules.

- Competitions are only open to Users with an active User Account, and not any other User.
- All entries or questions answered during a competition must be the User's own work. The User must not use, copy or otherwise plagiarise the work of another User or any person, and must not collaborate or otherwise work with another User, unless the additional rules of the specific competition provide otherwise.
- All submissions must be made prior to the deadline, and in the manner and form, specified for the particular competition.

- Prizes are determined and awarded at Education Perfect's discretion and no prizes will be awarded as a result of improper actions by or on behalf of any User.
- Prizes are non-transferable and there is no cash alternative. Education Perfect reserves the right to substitute prizes of equal or greater value at any time.
- Education Perfect reserves the right to disqualify any competitor if it has reasonable grounds to believe that the competitor has breached any of these rules. Where a competitor is disqualified, Education Perfect in its sole discretion may decide whether a replacement competitor or winner (as the case may be) should be selected.

8.2 These rules may be supplemented, amended or superseded by notices published by Education Perfect in relation to specific competitions.

## **9. Miscellaneous**

9.1 Data Privacy. We will only use your personal information as set out in [Education Perfect's Privacy Policy](#), as amended from time to time.

9.2

Governing Law and Jurisdiction. These Terms are governed by the laws of New Zealand and the parties submit to the exclusive jurisdiction of the New Zealand courts in respect of all matters relating to these Terms.

9.3 Amendment. These Terms may be amended from time to time by Education Perfect by updating the version of these Terms uploaded to the Education Perfect website ([www.educationperfect.com](http://www.educationperfect.com)).

9.4 Inconsistency. If there is any inconsistency between these Terms and any other agreement between the User and Education Perfect, these Terms will prevail unless expressly agreed otherwise in writing between the User and Education Perfect.

9.5 Entire Agreement. These Terms replace any earlier representations, warranties, understandings and agreements (whether oral or written) between Education Perfect (or any of its subsidiaries) and a User, and together with the Subscription Form constitute the entire agreement between parties relating to the subject matter.

9.6 No Waiver. No failure or delay on the part of Education Perfect in exercising any right under these Terms shall operate as a waiver of, or impair, any such right. No single or partial exercise of any such right shall preclude any other or further exercise thereof or the exercise of any other rights. No waiver of any such right shall be deemed a waiver or modification of any other right under these Terms

9.7 Validity. If any provision of these Terms is deemed unlawful, void, or unenforceable, that provision shall be deemed severed from the remaining provisions and shall not affect their validity and enforceability

9.8 Third Party Rights. A person who is not a party to these Terms has no right whether by applicable statute or otherwise to enforce any term of these Terms.

9.9 Force Majeure. Education Perfect will not be liable for any default under these Terms due any fire, storm, flood, earthquake, landslide, explosion, accident, act of a public enemy, war, rebellion, insurrection, riot, civil commotion, sabotage, epidemic, quarantine restrictions, labour disputes, transportation embargoes, national or international oil or fuel shortage, acts of God, acts of government or any agency or judicial action or any other event beyond the reasonable control of

## **Education Perfect**

If you have questions or issues in relation to these Terms of Use or the Online Learning Tool, you may contact us at:

Education Perfect Limited

Education Perfect, PO Box 6552, North Dunedin, Dunedin 9059, New Zealand

Email: [support@educationperfect.com](mailto:support@educationperfect.com)



Phone: NZ +64 3 669 0311, AUS +61 2 6100 3723, UK +44 20 3695 2314, US +1 (202) 888 3446,  
SG +65 3165 4344