



MATHS CIRCLE AUSTRALIA PTY LTD (ABN 33 668 067 329)

GENERAL CONDITIONS

(TIMES TABLES ROCK STARS AND NUMBOTS)

1. SCOPE

This Agreement details the licence Maths Circle Australia Pty Ltd (ABN 33 668 067 329) ("we" or "us") grant users (to include students, teachers, tutors and/or parents ("you" or "Users")) and governs their use of the following learning platforms:

- (a) the Times Tables Rock Stars educational programme, including the paper-based worksheets and resources, the Times Tables Rock Stars websites ("**TTRS Sites**") and Times Tables Rock Stars apps ("**TTRS Apps**") (together all known as "**TTRS**").
- (b) the NumBots educational programme, including all paper-based worksheets resources, the NumBots websites ("**NumBots Sites**") and NumBots apps ("**NumBots Apps**") (together all known as "**NumBots**");

together known as the "**Platforms**".

For the purposes of this Agreement, all references to the "**Sites**" includes the TTRS Sites and the NumBots Sites (where applicable) and all references to "**Apps**" includes the TTRS Apps and the NumBots Apps (where applicable).

By subscribing (whether on a paid for, gifted and/or trial basis) to and/or using the Platforms, Users are agreeing to the terms that appear below.

2. GENERAL

- 2.1 Users' access to and use of the Platforms is conditional on their acceptance and compliance with the terms, conditions, notices and disclaimers contained within this Agreement, the Sites and the Apps (**General Conditions**).
- 2.2 User's access to and use of the Platforms constitutes their agreement to be bound by the General Conditions. If you do not agree to any of the General Conditions, you must immediately cease using the Platforms.
- 2.3 We reserve the right to revise and update the General Conditions at any time effective on the date of posting to the Sites the new and/or revised provisions. We will always inform our customers at least one week in advance of any material changes made to the General Conditions by email communication. Users may also be advised of material changes at point of login to our Sites and Apps.

2.4 All Users must agree to our Privacy Notice (accessible [here](#)). Access to and use of the Platforms constitutes the User's agreement to be bound by the Privacy Notice and constitutes the User's consent to the collection, storage, use and dissemination of the User's personal information in accordance with the Privacy Notice.

2.5 All schools must agree to comply with the terms and conditions contained in these General Terms. Access to and use of our products and services, including the Platforms constitutes the school's agreement to be bound by the General Terms, and constitutes the school's consent to the processing and handling of their Users' Personal Information (as that term is defined in the *Privacy Act 1988 (Cth)*) by us in accordance with our Privacy Notice. The School is responsible for the use of the Platform by its authorised Users and must ensure any Users using the Platforms through the School are made aware of and comply with these General Terms.

3. SUBSCRIPTIONS

3.1 In order to access and use the Platforms, all Users must have a valid subscription or trial. All access and use of the Platforms is strictly limited to the User's subscription period (or where applicable, trial period). If a subscription period (or where applicable, trial period) expires and the User has not applied for a new subscription, the User's account will be immediately terminated.

3.2 All student/child data will be automatically deleted by us on the date 90 days after the date of expiry of a trial or subscription, if the school, tutor or family has not subsequently renewed their subscription or trial. Please note that subscriptions are not renewed automatically upon expiry.

3.3 Subscriptions to the Platforms are for non-commercial use only. Subscriptions are not transferable.

3.4 Unless expressly agreed with us in advance, each school must have their own separate subscription to the Platforms, and subscriptions cannot be shared by multiple schools, whether within the same ownership, academy trust or federation or otherwise. If a school is found to be sharing its subscription to the Platforms with any other school without our prior permission it's account may be immediately terminated by us.

3.5 We reserve the right to temporarily suspend and/or cancel unpaid subscriptions.

3.6 For family subscriptions, we offer a no-questions-asked 30 day money back guarantee. To request a refund within this period of time, please contact us at support@mathscircle.com. No refunds will be offered after this time except in the event the goods/services are faulty and cannot be repaired or replaced, or otherwise in accordance with applicable statutory consumer protection laws.

3.7 Schools are entitled to one 4 week free trial of each of the Platforms prior to subscribing the school to the Platforms for the first time. To request a free trial for your school, please go to the TTRS Sites and/or NumBots Sites accordingly. Once a subscription is taken out, or a purchase is made, by a school or organisation, no refunds will be offered except in the event the goods/services are faulty and cannot be repaired or replaced, or otherwise in accordance with any applicable provisions under Schedule 2 of the *Competition and Consumer Act 2010 (Cth)* (**Australian Consumer Law**).

3.8 Users of the Sites and/or Apps are liable for their own internet usage and mobile device charges. It is the responsibility of Users to ensure their computers, mobile devices and internet access is sufficient to access the Platforms.

3.9 Any User found to be intentionally misusing the Sites or Apps (e.g. hacking or sending fraudulent results) will have their subscriptions revoked without refund. Users must not use rude or inappropriate words as part of their avatar names.

- 3.10 Users must protect their usernames and passwords from unauthorised use.
- 3.11 We reserve the right to change our subscription prices upon any renewal, and also to levy additional charges for access to resources beyond the scope of the initial subscription. In some cases, additional subscription charges may apply for premium additional content, bolt-ons, printed content (where applicable), training, mobile app access, as well as special educational events, rock wrangles or maths competitions (whether online or in person). Discounts may be available to Users who also subscribe to other products operated by us, albeit these are offered entirely at our discretion. Please contact us at support@mathscircle.com for further details.

4. **PRIVACY**

- 4.1 We collect, use and disclose any personal information you provide us when accessing or using the Platforms in accordance with our Privacy Notice. For more information on our information collection and handling practices, please view our Privacy Notice (accessible [here](#)).
- 4.2 You warrant that you have all appropriate consents to disclose and share Personal Information (as defined under the *Privacy Act 1988 (Cth)*) with us for the purpose of providing the Platforms. You must not provide us with any Personal Information where you do not have consent to disclose and share that Personal Information.
- 4.3 Each party must:
- 4.3.1 comply with all applicable privacy, data protection, cybersecurity and anti-spam laws, regulations, and regulatory guidance (**Privacy Laws**) in relation to Personal Information;
 - 4.3.2 only collect, store, use, disclose or otherwise deal with Personal Information in accordance with all Privacy Laws;
 - 4.3.3 only use or disclose Personal Information to the extent necessary to provide, use or provide the Platforms and our services;
 - 4.3.4 ensure any person to whom it discloses Personal Information is aware of and complies with the party's obligations under this clause; and
 - 4.3.5 not do any act, engage in any practice, or omit to do any act or engage in any practice that:
 - (a) would result in a breach of a Privacy Law if the Privacy Law applies to those things done, engaged in or omitted to be done by the party; or
 - (b) would cause the other party to breach or be taken to breach a Privacy Law.
- 4.4 A List of third party service providers that we may disclose your Personal Information to is set out in Annex A.

5. **CONSUMER DATA POLICY**

- 5.1 After payment, no credit card details are retained or stored.
- 5.2 Stringent physical and technological measures are taken to protect User's payment information, in accordance with our Privacy Notice and applicable Privacy Laws.

6. **OWNERSHIP OF CONTENT**

- 6.1 All materials including paper based resources, and all materials displayed on the Sites and the Apps, 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 paper based version, the Sites and the Apps (**Content**) are protected by copyright, trade mark and other intellectual property laws unless otherwise indicated.
- 6.2 Copyright in the Platforms, Sites and Apps (including text, graphics, logos, icons, sounds recordings, computer code and software) and the Content is owned or licensed by Maths Circle Australia Pty Ltd (ABN 33 668 067 329). Except as expressly authorised by these General Conditions, or by legislation or statute, Users must not in any form or by any means:
- 6.2.1 adapt, copy, reproduce, store, distribute, print, display, perform, publish or create derivative works from any part of the Content; or
 - 6.2.2 commercialise any information, products, or services obtained from any part of the Content.
- 6.3 Users must not modify, copy, reproduce, republish, frame, download onto a computer, upload to a third party, post, transmit, share or distribute this Content in any way except as expressly provided for in these General Conditions or with our express prior written consent.
- 6.4 Users must not use the Content for commercial purposes without first obtaining our prior written consent.

7. **ACCESS TO AND USE OF THE PLATFORMS**

- 7.1 Schools on an active subscription or active trial may print and use the paper-based worksheets and classroom resources available via the Platforms for school subscribers for use by their staff and students only.
- 7.2 Parents on an active subscription may print and use the downloads and resources available via the Platforms for their own private use by their family only.
- 7.3 Tutors on an active subscription may print and use the downloads and resources available via the Platforms for their own private use for their tutees only as part of their tuition business and are not to share, re-distribute or sell the resources for commercial gain.
- 7.4 Schools may print, and save electronic copies of, the staff training resources, certificates, posters, displays, logos, guides and other resources specifically available on the Sites for Users, for use by their staff, students and parents only, but only if they can keep all Content intact and in the same form as presented on the Sites (including without limitation all copyright, trade mark and other proprietary notices and all advertisements).
- 7.5 Users must not access or use the Sites or the Content in any manner or for any purpose which:
- 7.5.1 is illegal or prohibited by any laws that apply to the User;
 - 7.5.2 violates our rights in any way;
 - 7.5.3 is prohibited by the General Conditions.

7.6 Users must take their own precautions to ensure that the process, which they employ for accessing the Sites and the Apps, does not expose them to the risk of viruses, malicious computer code, or other forms of interference, which may damage their own computer system or mobile device. We do not accept responsibility for any interference or damage to users' own computer systems, mobile devices or data, which arises in connection with their access and/or use of the Sites and/or Apps.

8. **DISCLAIMER AND LIMITATION OF LIABILITY**

8.1 Although we have no reason to believe that any information contained within the Platforms, including our Sites and/or Apps, is inaccurate, we do not warrant the accuracy, adequacy or completeness of the information, nor do we undertake to keep the Platforms, Sites or Apps updated.

8.2 We do not accept responsibility for loss suffered as a result of your reliance on the accuracy or currency of information contained in the Platforms, Sites or Apps. We and our directors, officers, agents, employees and contractors do not guarantee or warrant the Sites and Apps 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.

8.3 Neither we, nor our directors, officers, agents, employees or contractors will be liable for any loss or damage, howsoever arising (whether in negligence or otherwise) in connection with Users' use of, and/or access to, the Platforms, the Sites, the Apps, the Content, or any omissions from the Content, save where legislation states otherwise.

9. **INDEMNITY**

9.1 All Users must indemnify us and our directors, officers, agents, employees and contractors and keep us and all of them indemnified against all losses, actions, proceedings, costs, expenses (including legal fees), claims and damages arising from any breach by the User of the General Conditions.

10. **TERMINATION**

10.1 We may terminate access to the Platforms, the Sites and the Apps at any time but only after having given prior written notice. These General Conditions will nevertheless survive any such termination. In such an event, we will provide a pro-rata refund of any subscription fees paid in advance for any period after the termination of access to the Platforms.

11. **ADVERTISING AND LINKS TO OTHER WEBSITES**

11.1 The Sites and Apps *may* contain links to third party sites (**Linked Sites**) such as YouTube where some of our help and resource videos are stored. Linked Sites are not under our control and we are not responsible for the content of any Linked Sites. We provide these hyperlinks to you as convenience only, and the inclusion of any link does not imply any endorsement of the Linked Sites by us or our directors, officers, agents, employees and contractors. Users link to any Linked Sites entirely at their own risk.

11.2 Neither we nor our directors, officers, agents, employees or contractors give any representation or warranty as to the reliability, accuracy, or completeness of any Linked Sites, nor do we accept any responsibility arising in any way for any errors in, or omissions from, any Linked Sites.

12. **GENERAL**

- 12.1 This Agreement shall be governed by and construed in accordance with the laws of New South Wales, Australia. The courts of New South Wales, Australia shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with these General Conditions.
- 12.2 If any of the General Conditions are held to be unenforceable, invalid or illegal for any reason, the remaining terms and conditions will nevertheless continue in full force.

ANNEX A – Authorised Sub-Contractors

Sub-Processor Name	Purpose of Processing	Weblink	Location of Processing	Child Data?	DPA?
STORAGE PROVIDERS					
Hetzner	Electronic data storage, cloud server and transmission service	hetzner.com	EU	Yes	Yes
Amazon Web Services	Electronic data storage, cloud server and transmission service	aws.amazon.com	EU	Yes	Yes
Heroku	Electronic data storage, cloud server and transmission service	heroku.com	EU	Yes	Yes
DEVELOPERS					
Web/App Developers & Consultants	Contracted developers and consultants who develop, enhance and maintain the Sites and Apps	N/A	UK, EU	Yes	Yes
STUDENT INTEGRATION PLATFORMS					
Wonde	Integration Partner (optional for schools)	wonde.com	UK	Yes	Yes
CUSTOMER SUPPORT PLATFORMS					
Intercom	Customer Service Platform	intercom.com	EU	No	Yes
Calendly	Scheduling Platform used for 1-2-1 surgeries with customers	calendly.com	US	No	Yes
Zoom	Zoom Platform used to host Webinars and online meetings	zoom.us	US	No	Yes
COMMUNICATION PLATFORMS					
Slack	Internal communications tool	slack.com	US	No	Yes
Postmark	Email delivery service	postmarkapp.com	US	No	Yes
Asana	Internal project management tool	asana.com	US, EU	No	Yes

Sub-Processor Name	Purpose of Processing	Weblink	Location of Processing	Child Data?	DPA?
PAYMENT-HANDLING PLATFORMS					
Stripe	Secure Online Payment Platform for Credit Card Transactions	stripe.com	US	No	Yes
FreeAgent	Third Party Payment Provider for Invoice Handling	freeagent.com	UK	No	Yes
Shopify	Third Party Online Merchant Provider for our Merchandise Sales	shopify.co.uk	US, EU	No	Yes
Xero	Third Party Payment Provider for Invoice Handling	xero.com	NZ, Aus, US	No	Yes
INTERNAL PLATFORMS					
G-Suite	Cloud Provider, Emails and Calendar	gsuite.google.com	EU	No	Yes
DATA ANALYTIC PLATFORMS					
Google LLC	Google Analytics Platforms	analytics.google.com	US	No	Yes

Where we use third party services to run and administer our Platform(s) and services, we will only provide them with the minimal amount of information needed for the purposes of delivering their service to us and to meet our requirements. We always carry out due diligence against all our third-party suppliers for the purposes of ensuring their compliance with data protection, maintaining adequate security of your data and ensuring they apply adequate data protection principles to the processing of the data we supply. We also make sure a legally binding contract (sometimes called a Data Processing Agreement or DPA) is also in place to protect Personal Data.