

# Agreement for Use of Blurred Minds Academy Resources

This is an online/clickwrap agreement (hereafter, **this Agreement**) with Griffith University (ABN 78 106 094 461).

If you are entering into this Agreement on behalf of a legal entity (such as a School, Government Department or charity), you warrant that you are authorised to enter into this Agreement on behalf of such entity. For referencing purposes, the legal entity which you're representing is referred-to in this Agreement as **the Client**.

For the purposes of this Agreement, the terms:

- **Resources** means Blurred Minds Academy resources that are available online that the Client has purchased a licence to use under the terms of this Agreement.
- **Term** means one (1) year.
- **End Users** means the Client's individual users of the Resources, including teachers and students.
- **End User Data** means the data a) collected from End Users pursuant to their use of the Resources; and/or b) generated by Griffith University pursuant to End Users' use of the Resources.

Further, the Client acknowledges this Agreement needs to be read in conjunction with the online order form (that was electronically displayed to you – before being provided with this Agreement). Specifically, the online order form articulates the following concepts – which are referenced throughout this Agreement:

- **Fee** – being the fee payable by the Client to use the Resources.
- **Permitted Number of End Users** - being the permitted number of individual End Users permitted to use the Resources on behalf of the Client.

**To avoid any doubt, this is a legally-binding Agreement that formalises the particulars on which Griffith University will licence the Client the Resources.**

## Term of Agreement

1. This Agreement will commence upon the Client's electronic acceptance of this Agreement, and subject to the termination rights, will continue for the Term.
2. Within seven (7) days of this Agreement commencing, Griffith University will provide the Client with a username and login that it can use to access the Resources via the Blurred Minds platform.
3. Near completion of the Term, Griffith University may email the Client with a reminder notice that includes details regarding how the Client may renew this Agreement.

## Use of Resources

4. In consideration for the Client paying the Fee, Griffith University will make the Resources available to the Client (and its End Users) for the duration of the Term.
5. To avoid any doubt, if the Client breaches any material term of this Agreement (including if the Client exceeds the Permitted Number of End Users; or if the Client allows a third party (other than End Users) to use the Resources), Griffith University may exercise its right to terminate this Agreement pursuant to clause 13.
6. Griffith confirms the End User Data will not contain any 'Personal Information' as defined by the *Privacy Act (Cth)* 1988.

## Intellectual Property rights

7. The parties agree that all intellectual property rights in the Resources (and End User Data) vests exclusively in Griffith University.
8. The Client acknowledges that Griffith University may use End User Data for any purpose, including:
  - a. purposes consistent with this Agreement;
  - b. ongoing research and development, and other purposes connected with academic endeavour;

- c. the University's ongoing quality assurance and improvement of the Resources; and
- d. publication purposes consistent with clause 12.

## **Support Services**

9. Griffith University will endeavour to ensure Resources are continuously available for authorised use by the Client, however the Client acknowledges there may be occasions (including for reasons of maintenance or upgrades) that the Resources (or any part of them) may not be available from time to time.
10. The Client acknowledges that Griffith University will not provide the Client with any support services in respect of the Client's use of the Resources (other than the self-help support that's embedded in the Resources).

## **Limitation of Liability**

11. The Client acknowledges and agrees that:
  - a. the Resources are provided on an AS-IS basis. To the extent permitted by law, Griffith makes no guarantees, representations or warranties of any kind, express or implied, with respect to the content, effectiveness or usefulness of the Resources;
  - b. access to Resources may not be continuous or uninterrupted and there may be associated interruptions and failures of the Resources, and to the extent permitted by law, agrees that Griffith University will not be held liable for any loss or damage incurred by the Client (or End Users) pursuant to their use of Resources;
  - c. in no event will Griffith University be liable for any indirect or consequential loss or damage incurred by the Client (or End Users) pursuant to any use of Resources. To the extent that Griffith University is liable to the Client under this Agreement, Griffith University's liability is capped at the value of the Fee.

## **Publication Rights**

12. Griffith University is free to publish any material regarding the Resources and/or the End User Data in its absolute discretion (provided Griffith University will not make any publication that identifies the Client as a user of the Resources without its prior written consent).

## **Termination Rights**

13. Each party may terminate this Agreement by notice in writing to the other party in the event that the other party (a) has breached a provision of this Agreement and fails to remedy that breach within 30 days after receiving notice requiring it to rectify the breach; or (b) breaches a material provision of this Agreement where that breach is not capable of remedy; in which case the terms of this Agreement terminate on the date specified in the notice, or if no date is specified immediately.
14. Either party may terminate this Agreement for convenience by giving the other party 10 business days notice. In circumstances where Griffith University exercises this right, it will give the Client a pro-rata refund based on any unused portion of the relevant Fee.
15. Termination of this Agreement does not affect any accrued rights or remedies of a party.

## **General Terms**

16. Clauses 7, 8, 11, 12, 15 and 20 survive the termination or expiry of this Agreement.
17. This Agreement constitutes the entire Agreement between the parties and supersedes all previous written and oral agreements and understandings reached by the parties.
18. No court proceedings will be brought relating to this Agreement (except for interlocutory proceedings) without first attempting to resolve the dispute by negotiation.
19. Griffith University may at any time at its sole discretion update or vary existing features or add new features to Resources – provided such changes do not degrade the functionality of such resources.
20. This Agreement shall be governed and construed in accordance with the laws of the State of Queensland, Australia. The parties submit unconditionally to the exclusive jurisdiction of the Courts of Queensland.