

## **Terms and Conditions of Use**

### **1. AGREEMENT BETWEEN USER AND eDimensions PTY LTD**

The School24 Website is operated and owned by eDimensions PTY LTD ACN 135191061. This Agreement sets out the terms and conditions on which eDimensions PTY LTD makes available its School24 application and Services to the user through this website. Before the user may use the Application and Services, the user must read, agree with, and accept all of the terms and conditions set out in this Agreement.

By taking the affirmative act of logging in and using School24, the user has taken to have read, understood and accepted the terms of this Agreement. If the user is not willing to be bound by the terms of this Agreement, the user should not continue with the login and usage of School24.

### **2. MODIFICATION OF THESE TERMS OF USE**

eDimensions PTY LTD reserves the right to update and amend this Agreement from time to time, including but not limited to the charges associated with the use of the School24 Website, by posting to this website the amended terms and conditions of this Agreement without prior notice. Any new features that augment or enhance the current software products, including the release of new tools, services and resources will be subject to this Agreement. If after such changes to this Agreement the user continues to use School24, the user will be considered by eDimensions PTY LTD to have accepted the varied terms and conditions as part of this Agreement.

### **3. LINKS TO THIRD PARTIES' WEBSITES**

The School24 Website may contain links and pointers to internet sites maintained by third parties. eDimensions PTY LTD does not operate or control in any respect any information, products, or services on such third-party sites. Third-party links are included solely for the convenience of users, and do not constitute any endorsement by eDimensions PTY LTD and/or its suppliers. Users assume sole responsibility for use of third-party links and pointers and disclaimers set forth herein are equally applicable to such third-party sites.

### **4. NO UNLAWFUL OR PROHIBITED USE**

As a condition of your use of the Application, you warrant to eDimensions PTY LTD that you will not use the School24 Website for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the School24 Website in any manner which could damage, disable, overburden, or impair the School24 Website or interfere with any other party's use and enjoyment of the School24 Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the School24 Websites.

### **5. MATERIALS PROVIDED TO eDimensions PTY LTD OR POSTED AT ANY SCHOOL24 WEBSITE**

eDimensions PTY LTD does not claim ownership of the materials you provide to eDimensions PTY LTD (including feedback and suggestions) or post, upload, input or submit to the School24 Website or its associated services (collectively "submissions"). However, by posting, uploading, inputting, providing or submitting your submission you are granting eDimensions PTY LTD, its affiliated companies and necessary sub licensees permission to use your submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your submission; and to publish your name in connection with your submission.

No compensation will be paid with respect to the use of your submission, as provided herein. eDimensions PTY LTD is under no obligation to post or use any submission you may provide and may remove any submission at any time in eDimensions PTY LTD's sole discretion.

By posting, uploading, inputting, providing or submitting your submission you warrant and represent that you own or otherwise control all of the rights to your submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the submissions.

## **6. DISCLAIMER**

The information, software, products, and services included in or available through the School24 Website may include inaccuracies or typographical errors. Changes are periodically added to the information herein. eDimensions PTY LTD and/or its suppliers may make improvements and/or changes in the School24 Website at any time. Advice received via the School24 Website should not be relied upon for personal, medical, legal, or financial decisions and you should consult an appropriate professional for specific advice tailored to your personal situation.

eDimensions PTY LTD and/or its suppliers make no representations about the suitability, reliability, availability, timeliness and accuracy of the information, software, products, services and related graphics contained on the School24 Website for any purpose to the maximum extent permitted by applicable law, all such information, software, products, services and related graphics are provided 'as is' without warranty or condition of any kind. eDimensions PTY LTD and/or its suppliers hereby disclaim all warranties and conditions regarding this information, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.

To the maximum extent permitted by law, the Application and the Services are provided "as is" with all faults and all implied or statutory warranties are excluded. eDimensions PTY LTD shall not be liable for any special, indirect, consequential, or incidental loss or damage including but not limited to loss of business opportunity, business interruption, lost profits or for punitive or exemplary damages.

## **7. TERMINATION/ACCESS RESTRICTION**

eDimensions PTY LTD reserves the right, in its sole discretion, to terminate your access to the School24 Website and the related services or any portion thereof at any time, without notice.

## **8. PAYMENT SCHEDULE**

By accessing and using School24, you acknowledge that you accept the fees that eDimensions Pty Ltd may charge. You are responsible for paying all fees associated with the Services. All fees paid are non-refundable. If you receive a payment in error, we may reverse or require return of the payment. You agree to cooperate with us in our efforts to do this. We may also reduce the payment to you without notice to adjust it for any previous over-payment.

## **9. PRICE CHANGES**

eDimensions PTY LTD reserves the right to revise the fee structure from time to time. We may change the price of the Services at any time, we will notify you by email, or other reasonable manner, at least 15 days before the price change. If you do not agree to the price change, you must cancel and stop using the Services before the price change takes effect. If there is a fixed term and price for your Service offer, that price will remain in force for the fixed term.

## **10. Delivery, delivery time, delivery delay**

The preparation and supply of Goods lie with the school shop providing the service or School24-enabled provider.

When applicable, orders must be placed before the cut-off time as specified by the School24-enabled provider. eDimensions PTY LTD cannot warrant that you will be able to place an order after this time.

Delivery of orders is the responsibility of the School24-enabled provider. It is the sole responsibility of the School24-enabled provider to observe such dates and deadlines.

In the event of an undelivered or a delayed order, eDimensions PTY LTD will make every effort to investigate any technical issues. eDimensions PTY LTD is not responsible for the delay or the delivery of the orders.

## **11. Online Statements**

For all Services, eDimensions PTY LTD will provide you with an online billing statement on the School24 website, where you can view and print your statement. This is the only billing statement that we provide. If we make an error on your bill, you must tell us within 90 days after the error first appears on your bill. We will then promptly investigate the charge. If you do not tell us within that time, you release us from all liability and claims of loss resulting from the error and we will not be required to correct the error or provide a refund. If eDimensions PTY LTD has identified a billing error, we will correct that error within 90 days.

## **12. REFUNDS**

If you believe that eDimensions PTY LTD has charged you in error, you must contact us within 90 days of such charge. No refunds will be given for any charges more than 90 days old, unless otherwise required by law. We reserve the right to issue refunds or credits at our sole discretion unless otherwise required by law. If we issue a refund or credit, we are under no obligation to issue the same or similar refund in the future. This refund policy does not affect any statutory rights that may apply.

For more refund information, please visit our "Refunds and Returns Policy" at <http://www.school24.com.au/contentbase/refunds-and-returns.html>.

## **13. USE**

eDimensions PTY LTD owns all the intellectual property rights in the School24 Software. The Software is licensed, not sold. Subject to compliance with the terms of this Agreement, eDimensions PTY LTD grants a license to use the Software as per the entitlement set out in the Payment Schedule.

## **14. TECHNICAL SUPPORT**

eDimensions PTY LTD will provide telephone, online chat, and email support to Users during the term of the License.

## **15. UPGRADES**

At its discretion, eDimensions PTY LTD may provide upgrades of Software and/or documentation.

## **16. SERVICE AVAILABILITY**

The Services or material or products offered through the Services may be unavailable from time to time. We strive to keep the Services up and running; however, all online services suffer occasional disruptions and outages and eDimensions PTY LTD is not liable for any disruption or loss you may suffer as a result.

## **17. GENERAL**

These terms and conditions are governed by the law in force in New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales. If any provision of these terms and conditions is held to be invalid or unenforceable, that provision will be severed, and the other provisions shall remain in full force and effect.

Use of the School24 Website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and eDimensions PTY LTD as a result of this Agreement or use of the School24 Website. eDimensions PTY LTD's performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement is in derogation of eDimensions PTY LTD's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the School24 Website or information provided to or gathered by eDimensions PTY LTD with respect to such use.

Unless otherwise specified herein, this Agreement constitutes the entire Agreement between the user and eDimensions PTY LTD with respect to the School24 Website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and eDimensions PTY LTD with respect to the School24 Website.

#### **18. LIMITATION OF LIABILITY**

If you have any basis for recovering damages (including breach of these Terms), to the extent permitted by the applicable law, you agree that your exclusive remedy is to recover, from eDimensions PTY LTD or any affiliates, resellers, distributors, Third-Party Apps and Services providers, and vendors, direct damages up to an amount equal to your Services fee for the month during which the loss or breach occurred (or up to AUD\$10.00 if the Services are free).

To the extent permitted by the applicable law, you can't recover any (a) consequential losses or damages; (b) loss of actual or anticipated profits (whether direct or indirect); (c) loss of actual or anticipated income (whether direct or indirect); (d) loss of contract or business or other losses or damages arising from your use of the Services in a non-personal capacity; (e) special, indirect, incidental or punitive losses or damages; and (f) to the extent permitted by law, direct losses or damages in excess of the caps specified in section above. These limitations and exclusions apply if this remedy does not fully compensate you for any losses or fails of its essential purpose or if we knew or should have known about the possibility of the damages. To the maximum extent permitted by law, these limitations and exclusions apply to anything or any claims related to these Terms, the Services or the software related to the Services.

eDimensions PTY LTD is not responsible or liable for any failure to perform or delay in performing its obligations under these Terms to the extent that the failure or delay is caused by circumstances beyond eDimensions PTY LTD's reasonable control (such as labour disputes, acts of God, war or terrorist activity, malicious damage, accidents or compliance with any applicable law or government order). eDimensions PTY LTD will endeavour to minimise the effects of any of these events and to perform the obligations that are not affected.

#### **19. COPYRIGHT AND TRADEMARK NOTICES**

All information, content and intellectual property displayed on the School24 Website (except such information, content and intellectual property which is displayed as a result of a link to another website or a non-School24 webpage) and all underlying code and programming is and remains the property of eDimensions PTY LTD, and you agree not to copy or make use of such property, code and programming.

Except for information and material made available, in the format it was made available, from a PRINT function within the School24 Website (not for example, from a PRINT function in the User's web-browser), neither the whole nor any part of the information, material and pages displayed on this website (including as upgraded from time to time), nor the underlying code or codes, may be printed out, copied, duplicated, downloaded, adapted, transmitted, e-mailed, forwarded, distributed, sold, licensed, dealt with or reverse-engineered without the prior written permission of eDimensions PTY LTD.

The names of actual companies and products mentioned herein may be the trademarks of their respective owners.

Any rights not expressly granted herein are reserved.

[Back to top](#)

© School24 2020