



MyStudyWorks

User Terms of Use

July 2023



IMPORTANT--PLEASE READ CAREFULLY.

These Terms govern your access to and use of the MyStudyWorks software (hereafter known as the “**Software**”). These Terms apply to all visitors, users, and others who access and use the Software (“**Users**”).

By accessing and/or using MyStudyWorks you agree to be bound by these Terms.

You must not continue to view or use the software unless you accept these Terms of use.

If you do not accept the Terms of use, you are to cease and cancel using the software immediately.

Read these Terms carefully to ensure that you understand each provision.

Notwithstanding the foregoing, nothing in these Terms supersedes or limits your rights under (1) the Terms and conditions of any written agreement you have entered into with MyStudyWorks regarding the use of Software, or (2) applicable laws or regulations to the extent these Terms are prohibited by such laws or regulations. In the event of any conflict between these Terms and the terms and conditions of an applicable written agreement you have entered into with MyStudyWorks, the terms and conditions of the written agreement shall prevail.

1. Basic terms & accounts

The institution, university or school, that you are enrolled as a student with or you are employed by (“Your Institution”), has entered into an agreement with MyStudyWorks. That agreement enables you to use the Software, subject to the Terms and (1) the terms and conditions of any written agreement you have entered into with MyStudyWorks regarding the use of Software, or (2) applicable laws or regulations to the extent these Terms are prohibited by such laws or regulations.

You are responsible for your use of the Software. Your use of the Software gives you access to the services and functionality that we may establish and maintain from time to time in our sole discretion. We may maintain different types of accounts for different types of Users.

You may use the Software only in compliance with these Terms, any agreement entered into by your institution relating to the Software, and all applicable local, state, national, and international laws, rules and regulations.

In cases where you have authorised or registered another individual, including a minor, to use your account(s), you are fully responsible for (i) the online conduct of such User; (ii) controlling the User's access to and use of the Software; and (iii) the consequences of any misuse.

MyStudyWorks requires that the parents, guardian, or other authorised adult or educational institution of a minor affirmatively consent to the use of a MyStudyWorks Software by such minor. MyStudyWorks reserves the right to provide access to the minor's account to the minor's parents, guardian or other authorised adult or educational institution, upon such adult's request.

For additional information on how we use your information, please see our Privacy Policy.

You are solely responsible for your interactions with other Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users. MyStudyWorks shall have no liability for your interactions with other Users, nor for any User's acts or omissions.

2. Privacy & use of personal information

The Software requires limited Personal Information to operate. This includes but may not be limited to your first name, last name, email address and educational institution identification number.

Your educational institution may have provided this information to enable your access to this Software. However, to proceed to use this Software, you must agree to the Terms of Use of this Software.

Any of this or other information provided, may be collected by us in connection with your use of the Software and will be collected, maintained and used in order to provide the Software to you or your institution, or in accordance with these Terms,

our privacy policy ("**Privacy Policy**"), and any agreement entered into by your institution relating to the Software.

You understand that, through your use of the Software, you consent to the collection and use (as set forth in these Terms, the Privacy Policy and any agreement entered into by your institution relating to the Software) of Your Information, including the transfer of Your Information to other countries for storage, hosting, processing, and use by MyStudyWorks.

For the avoidance of doubt, personal information and your Usage Data (data derived from your use of the Software) is governed by the terms of the agreement between MyStudyWorks and the educational institution relevant to your use of the Software.

As between MyStudyWorks and you, you and/or the educational institution own all right, title and interest to all Content (any information in any format) you enter into the Software, and we do not own, control, or license such Content, except so as to provide the Software to you.

3. Content & your rights

You are responsible for Content that you enter into the Software, and any consequences thereof. The Content you enter may be viewed by other Users of the Software. You may be able to control the Content that other Users of the Software may access through the privacy options in the Software.

You retain your rights to any Content you enter into the Software.

All Content, whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such Content.

We may not monitor or control the Content entered into the Software, and we do not take responsibility for such Content. Any use or reliance on any Content entered or materials generated via the Software or obtained by you through the Software is at your own risk.

Further, in connection with Content you enter into, post, or display on or through the Software, you affirm, represent, and warrant the following: (a) you have the written

consent of each and every person who is identifiable in the Content, if any, to use such person's name or likeness in the manner contemplated by any Software and these Terms, and each such person has released you from any liability that may arise in relation to such use; (b) you have obtained and are solely responsible for obtaining all consents as may be required by law to post any Content relating to third parties; (c) your Content and MyStudyWorks' use thereof as contemplated by these Terms and any Software will not violate any law or infringe any rights of any third party, including but not limited to any intellectual property rights and privacy rights; and (d) MyStudyWorks may exercise the rights to your Content granted under these Terms without liability for payment of any guild fees, residuals, payments, fees, or royalties payable under any collective bargaining agreement, licensing arrangement or otherwise.

MyStudyWorks respects the intellectual property rights of others and requires Users of the Software to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us.

We reserve the right to remove Content alleged to be infringing without prior notice, at our sole discretion, and without liability to you.

4. Your license to use the Software

A. License

Whilst Your Institution has permission to use the Software with MyStudyWorks, MyStudyWorks gives you a personal, worldwide, royalty-free, non-assignable, and non-exclusive license to use the Software subject to these Terms and any agreement entered into by you and/or Your Institution relating to the Software, solely for the intended use of the Software.

You must not copy, modify, distribute, sell, or lease any part of our Software, nor may you reverse engineer or attempt to extract the source code of any Software, unless laws prohibit those restrictions or you have our written permission.

B. Acceptable use

When using the Software you must not: (i) circumvent, disable or otherwise interfere with any security related features of the Software or features that prevent or restrict use or copying of the Content accessible via the Software; (ii) create more than one account for use with a particular Software (however, you may connect all your social networks or other Software accounts, in each case that we support, to your account for use with such Software); (iii) give any false or misleading information or permit another person to use a Software under your name or on your behalf; (iv) impersonate any person, or misrepresent your identity or affiliation with any person or give the impression they are linked to MyStudyWorks, if this is not the case; (v) use a Software if we have suspended or banned you from using it; (vi) send junk, spam, repetitive messages, unsolicited advertising or marketing email, call, or text messages, or engage in any activities that violate anti-spamming laws and regulations, relating to emails, calls, or text messages; (vii) advocate, promote or engage in any illegal or unlawful conduct or conduct that causes damage or injury to any person or property; (viii) modify, interfere, intercept, disrupt or hack any Software or collect any data from a Software other than in accordance with these Terms of Use; (ix) misuse the Software by knowingly introducing viruses, trojans, worms, logic bombs or other material which would harm the Software or any User of the Software' equipment; (x) submit or contribute any Content that contains nudity or violence or is abusive, threatening, obscene, misleading, untrue or offensive (in each case unless such Content is submitted or contributed for a predominantly educational purpose, such as, for example, historical materials contributed via a Software for class discussion); (xi) submit or contribute any Content without the permission of the Content owner or otherwise infringe the copyright, trademark, privacy, publicity, or other rights of third parties; (xii) use any Content in violation of any licensing terms specified by the owner; (xiii) submit or contribute any information or commentary about another person without that person's permission; (xiv) threaten, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety or take any action that is likely to harass, upset, embarrass, alarm or annoy any other person; or (xv) use any automated system, including without limitation "robots", "spiders" or "offline readers" to access the Software in a manner that sends more request messages to the Software than a human can reasonably produce in the same period of time.

Failure to comply with these rules of acceptable use constitutes a serious breach of these Terms of Use, and may result in our taking all or any of the following actions (with or without notice): (a) immediate, temporary or permanent withdrawal of your right to use our Software; (b) immediate, temporary or permanent removal of any Content; (c) issuing of a warning to you; (d) legal action against you including proceedings for reimbursement of all costs (including, but not limited to, reasonable administrative and legal costs) resulting from the breach; and (e) disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

The responses described in this Section are not limited, and we may take any other action we reasonably deem appropriate.

C. Changes to the Software

The Software is always evolving and the form, nature, and/or functionality of the Software may change from time to time without prior notice to you.

5. MyStudyWorks rights

We may permanently or temporarily terminate or suspend your access to any Software without notice or liability, if in our sole determination you violate any provision of these Terms, or if the licencing arrangements in place enabling your access has been permanently or temporarily terminated or suspended. Upon termination, you continue to be bound by these Terms.

All right, title, and interest in and to the Software (excluding Content provided by Users or other third parties) are and will remain the exclusive property of MyStudyWorks and its licensors. The Software is protected by copyright, trademark, and other laws. Nothing in the Terms gives you a right to use the MyStudyWorks name or any of the MyStudyWorks trademarks, logos, domain names, and other distinctive brand features. Any feedback, comments, or suggestions you may provide regarding MyStudyWorks, or the Software is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

6. Registration obligations & passwords

You may never use another User's account without permission from MyStudyWorks. In consideration of your use of the Software, you agree (a) that Your Personal Information will be true, accurate, current and complete, and (b) to maintain and promptly update Your Personal Information to keep it true, accurate, current and complete. You are responsible for safeguarding any password that you use to access the Software (including passwords used on other Software that permit single sign-on to the Software) and for any activities or actions under your password. We encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols, and have at least eight (8) characters) with your account. You agree to (a) notify MyStudyWorks of any unauthorised use of your password or User identification and any other breach of security, and (b) ensure that you exit from your account at the end of each session.

7. Termination

We may suspend or terminate your accounts or cease providing you with all or part of the Software at any time, including, but not limited to, if we reasonably believe: (i) you have violated these Terms, (ii) you create risk or possible legal exposure for us; (iii) our provision of the Software is no longer commercially viable; or (iv) our agreement to provide the Software with your Institution has expired or has been terminated. In such a termination event, the license granted hereunder shall automatically terminate. In all such cases, the Terms shall terminate, including, without limitation, your license to use the Software, except that the following Sections shall continue to apply: 2, 3, 5, 6, 8, 9, and 10.

In the event that our agreement with your Institution for the use of the Software expires or is terminated, for a period of 60 days from the date of termination you can continue to have access to your account.

Nothing in this section shall affect MyStudyWorks' rights to change, limit, or stop the provision of the Software without prior notice, as provided elsewhere in these Terms.

8. Disclaimers & limitations of liability

MyStudyWorks and its parents, subsidiaries, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and/or licensors (collectively, the “**MyStudyWorks Entities**”). Each of the Subsections below only applies up to the maximum extent permitted under applicable law. Nothing in this Section is intended to limit any rights you may have which may not be lawfully limited.

A. The Software is available “as is”

Your access to and use of the Software or any Content are at your own risk. You understand and agree that the Software is provided to you on an “as is” and “as available” basis. Without limiting the foregoing, to the maximum extent permitted under applicable law, the MyStudyWorks Entities disclaim all warranties and conditions, whether express or implied, of merchantability, fitness for a particular purpose, or non-infringement. No advice or information, whether oral or written, obtained from any of the MyStudyWorks Entities or through the Software will create any warranty not expressly made herein.

B. Third-Party links and resources

The Software may contain links to third-party websites or resources. You acknowledge and agree that the MyStudyWorks Entities are not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the Content, Software, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by the MyStudyWorks Entities of such websites or resources or the Content, Software, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources. If you access a third-party website or service from a Software or share your Content on or through any third-party website or service, you do so at your own risk, and you understand that these Terms and the Privacy Policy do not apply to your use of such sites.

C. Limitation of liability

To the maximum extent permitted by applicable law, the MyStudyWorks Entities shall not be liable for any indirect, incidental, special, consequential or punitive damages, or any loss of profits or revenue, whether incurred directly or indirectly, or any loss of data, use, good-will, or other intangible losses, resulting from (i) your

access to or use of or inability to access or use the Software; (ii) any conduct or Content of any user or other third party on, through or associated with the Software, including without limitation, any defamatory, offensive or illegal conduct of other users or third parties; (iii) any Content obtained from the Software; or (iv) unauthorised access, use or alteration of your transmissions or Content.

In no event shall the aggregate liability of the MyStudyWorks entities exceed the greater of one hundred dollars (AUD \$100.00) or the amount you paid MyStudyWorks, if any, in the past six months for the Software giving rise to the claim.

The limitations of this subsection shall apply to all liability, whether based on warranty, contract, statute, tort (including negligence) or otherwise, and whether or not the MyStudyWorks Entities have been informed of the possibility of any such damage, and even if a remedy set forth herein is found to have failed its essential purpose.

The law may not permit the exclusion and limitations of certain implied warranties, so the above exclusions may not apply to you. These Terms give you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction. Further, some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. The disclaimers, exclusions, and limitations of liability under these Terms will not apply to the extent prohibited by applicable law.

D. Indemnity

You agree to defend, indemnify and hold harmless MyStudyWorks and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to a Software, including any data or Content transmitted or received by you; (ii) your violation of any provision of these Terms, including without limitation your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy or intellectual property rights; (iv) your violation of any applicable law, rule or regulation; (v) any Content that is submitted via your User Account including without limitation misleading, false, or inaccurate information; (vi) your wilful misconduct; or (vii) any other party's access

and use of a Software with your unique username, password or other appropriate security code.

9. General terms

A. Waiver & severability

The failure of MyStudyWorks to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect; except that in the event of unenforceability of the universal class action/jury trial waiver set forth in Section 11(B)(iii) below, the entire arbitration agreement shall be unenforceable.

B. Governing law; dispute resolution

(i) Governing Law. These Terms and any action related thereto will be governed by the laws of the State of New South Wales without regard to or application of its conflict of law provisions or your state or country of residence. All claims, legal proceedings, or litigation arising in connection with the Software will be brought solely in the Federal or State courts of New South Wales and the Commonwealth of Australia and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.

(ii) Arbitration. For any dispute with MyStudyWorks, you agree to first contact us and attempt to resolve the dispute with us informally. In the event that MyStudyWorks has not been able to resolve a dispute it has with you after sixty (60) days, we each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to these Terms, or the breach or alleged breach thereof, by binding arbitration.

Nothing in this Section shall be deemed as preventing MyStudyWorks from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, Intellectual Property Rights or other proprietary rights.

D. Entire agreement

These Terms and our Privacy Policy are the entire and exclusive agreement between MyStudyWorks and you regarding the Software, and these Terms supersede and replace any prior agreements between MyStudyWorks and you regarding the Software.

Notwithstanding the foregoing, nothing in these Terms supersedes or limits your rights under (1) the terms and conditions of any written agreement enabling your access to the use of Software, or (2) applicable laws or regulations to the extent these Terms are prohibited by such laws or regulations. In the event of any conflict between these Terms and the applicable terms and conditions with MyStudyWorks, the terms and conditions of the written agreement shall control.

We may revise these Terms from time-to-time, the most current version will always be linked to at <https://www.MyStudyWorks.com/>. If the revision, in our sole discretion, is material we will notify you through the Software or through the email associated with your profile. By continuing to access or use the Software after those revisions become effective, you agree to be bound by the revised Terms.
