



P2023.V2

Last Updated: 13 March 2023

ICAS Assessments | Terms and Conditions
For Parents and Guardians purchasing via the Parent Payment System (PPS)

1. OVERVIEW & CONTACTING US

- 1.1. These terms and conditions (Terms) are between a parent or legal guardian of a child/student of a School (you or your), and Janison Solutions Pty Ltd (ABN 35 081 797 494) of Level 1, 80 Bay Street Ultimo, Australia 2007 (Janison, we, us). Terms agreed by you are agreed on behalf of yourself and also your child/student as their parent or legal guardian.
- 1.2. ICAS Assessments is owned by Janison.
- 1.3. ICAS tests purchased at the direction of a School using a unique school access code are run by the School as a facilitator. Schools are not partners, resellers, contractors or agents of Janison.
- 1.4. If you have children in multiple schools, you will need to use a different access code for each school.
- 1.5. To contact us, please email icasassessments@janison.com or visit www.icasassessments.com/contact-us/ to view location-specific phone numbers.
- 1.6. We reserve the right to update and change these Terms at our discretion.

2. DEFINITIONS

- 2.1. Access Period means the period of time during which you will have access to the Test Platform starting from the delivery of the test to the receiving of the results.
- 2.2 ICAS Website means <https://www.icasassessments.com/>..
- 2.3 Personal Information has the meaning given in the Privacy Act.
- 2.4 Product(s) means the ICAS tests, Reach Tests or ICAS Past papers.
- 2.5 Services means the services we will provide in relation to the Product.
- 2.6 Sitting Period means the period of time where assessment sittings are permitted. These are published on our Website.

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2.7 Test Platform means the online platform we own which will be used to deliver the Product to you.

3. OUR CONTRACT WITH YOU

- 3.1. These Terms apply when you make a purchase of ICAS tests on our ICAS Assessments Online Shop (<https://shop.icasassessments.com/>) or use ICAS Products at the direction of your child's School, using a unique school access code provided to you by that School.at the direction of your child's School, using a unique school access code provided to you by that School.
- 3.2. These Terms in addition to the [ICAS Terms of Use](#) and the [Janison Privacy Policy](#) form the entire agreement between you and Janison for the purchase of ICAS tests, and you acknowledge that you have not relied on any representations or promises that are not contained in these Terms.

4. OUR PRODUCT AND SERVICES

- 4.1. The Product you will receive from us is either:
 - 4.1.1.an electronic copy of an ICAS past paper delivered to you in the format of a PDF; and/or
 - 4.1.2.the opportunity for your child to sit selected ICAS test/s which are facilitated by the School as well as our support and analytical Services relating to those ICAS test/s.
- 4.2. Your child's School is the facilitator of the ICAS tests within that School. Any test results and certificates are provided to your child's School by Janison to be distributed to you. In making a purchase of our Products and Services, you acknowledge that your child's test results and certificate will be provided to you by the School. The School may, at their discretion, determine when to provide you with the results and certificates within the academic year in which the test is sat. If you would like to receive your results and certificate prior to the date determined by your School, you must raise this with the School.
- 4.3. Students with the top score in each subject for ICAS tests are awarded a medal and a medal winner's certificate. To be eligible for a medal, a student must complete the relevant assessment in the official ICAS sitting window, and be a student of a registered school that is not a home school.

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- 4.4. It is at Janison's discretion whether or not to award a medal. To protect ICAS Assessment's integrity, Janison is entitled to investigate any matter which may have affected a student's performance or eligibility.

5. PLACING AN ORDER

- 5.1. You can pay for your child's ICAS tests or past papers through ICAS Assessments Online Shop by entering your unique school access code and following the prompts to payment.
- 5.2. You are responsible for ensuring that your order is correct and accurate.
- 5.3. Once an order has been placed and payment made, we will send you a confirmation email. Your contract with us in relation to the Products purchased through that order will have been created and governed under these Terms.

6. FEES & CHARGES

- 6.1. The charges are the Prices shown on our ICAS Assessments Online Shop which are inclusive of Australian Goods and Services Tax (GST). GST may be required in addition to the Price shown in jurisdictions outside Australia.
- 6.2. By purchasing, you accept the Price and any GST payable.
- 6.3. Any eligible discounts to the Price will be applied at the checkout, subject to your input of a relevant code or similar.
- 6.4. Janison may change the Price for future tests on our ICAS Assessments Online Shop at any time without notice.

7. PAYMENT

- 7.1. You can pay for the Product using either a Visa card or Mastercard.
- 7.2. Once you have paid, an electronic invoice will be sent to you by email using the email address that you provided to us when purchasing.
- 7.3. We use the services of Shopify, the third-party payment module, to process payments. You will be required to disclose personal payment information (e.g. credit card number, address, expiration date, etc.) to Shopify. Janison will not collect, process, keep or store your personal payment information. Janison recommends that you read the Shopify Privacy Policy at

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<https://shopify.com/legal/privacy>. Janison shall not be liable for any actions or omissions committed by Shopify.

8. CANCELLATIONS BY US

- 8.1. Your order may be cancelled by us if:
 - 8.1.1. the Product is no longer available; or
 - 8.1.2. there is an error in the description of the Product listed.
- 8.2. We will provide you with a full refund if your order is cancelled by us.

9. YOUR REQUEST FOR REFUNDS

- 9.1. You can request a refund by emailing us. Any Refund Request will be considered in-line with our [Refund Policy](#).
- 9.2. A refund will be granted if there has been a breach of any implied consumer guarantee, condition, or warranty under the Australian Consumer Law.
- 9.3. A refund will generally not be provided in the following circumstances:
 - 9.3.1. where you or your child's School has a change of mind about a purchase after you have created your order and authorised payment;
 - 9.3.2. where your child's School has rescheduled a test and advised you of the new date to accommodate an unforeseeable event, and it remains possible for your child to sit the test on the new date; or
 - 9.3.3. where you have made an error in your purchase, even if the error is a result of a misrepresentation made by your School in their communication with you.
- 9.4. Any refund requests which fall into one of the circumstances of Clause 8.3 will be at the discretion of Janison.
- 9.5. Refund requests must be made no later than 7 business days after the end of the Sitting Window for that subject. Sitting Windows can be found on our Website.
- 9.6. Refunds for ICAS past papers will not be accepted unless your consumer guarantees under the Australian Consumer Law apply, as that product is provided to you via email in an electronic format.

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10. REFUNDS WHEN SCHOOL CANCELS

- 10.1. If a School alone decides to cancel an ICAS test:
 - 10.1.1. The School will notify Janison;
 - 10.1.2. The School will notify you of the cancellation;
 - 10.1.3. If a refund request is granted to your child's School, Janison will notify you of the refund periods for which you must personally apply for a refund;
 - 10.1.4. You must make a refund request within that refund period.
- 10.2. Any refund requests are granted at the discretion of Janison.
- 10.3. If a refund request under clause 9.1 is not granted to your child's School, Janison will not be liable to refund you for your order and the School will be liable for the costs of your order.
- 10.4. If the Parent fails to apply for a refund within this refund period, Janison will not be liable to provide a refund unless the Parent can show that they did not receive the communications referred to in clause 9.1 from the School.

11. COMMUNICATION

- 11.1. All our communication with you is through the contact details you nominated when placing an order.
- 11.2. If you would like to change your contact details, please contact us.
- 11.3. When you make a purchase, you agree that Janison may communicate with you to:
 - 11.3.1. share information, product, offers, events and news about ICAS and other Janison products and services; and
 - 11.3.2. provide information relating to the Product you purchased; and
 - 11.3.3. invite you to participate in research, marketing and promotional activities undertaken by Janison for its ICAS Assessments.
- 11.4. You may opt out of receiving promotional, marketing or similar communications from us by emailing us or using the unsubscribe button included in the messages.

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12. ACCESSIBILITY PROVISION

12.1. If your child requires a special provision, you must submit an Accessibility Options Enquiry form to us through the student's school no later than 10 weeks prior to the start of the test window. Janison will do our best to meet any request for special accessibility arrangements but is unable to guarantee that they can be provided.

13. INTELLECTUAL PROPERTY RIGHTS

13.1. Janison owns all copyright and intellectual property rights in the Product and Services, and these remain our exclusive property.

13.2. You must not make copies, sell, lend, borrow, upload, photograph, or distribute any of the tests or contents relating to the tests (including reports, instructions, promotional materials, answers, and the like), or logos and trademarks in relation to our Products unless you have obtained prior written authorisation from us. A breach of this clause will expose you to the risk of litigation, which may result in an order for payment of damages and costs.

13.3. Occasionally, Janison may work with partners (for example universities). Any third-party logos and/or marks are not able to be reproduced by you.

13.4. You agree, that any content provided to Janison (for example answers input by students responding to a question in an ICAS Assessment) (user generated content) may be used by Janison for its internal business purposes (for example in marking guides and training materials) to deliver and/or improve the Product and Services (purpose) and you provide Janison with a perpetual, royalty free, worldwide licence to copy, alter, distribute, perform and/or display the user generated content to third parties, affiliated organisations or other users for the purpose (we can use the user generated content for our purposes with no payment to you).

13.5. Display by Janison of the above user generated content will be de-identified (no name included). You agree that Janison may engage in actions or omissions that would, in the absence of your consent, amount to an infringement of moral rights.

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14. CONFIDENTIAL INFORMATION & DATA PROTECTION

- 14.1. When you submit personal information that pertains to a child you warrant that you have authority to do so as their parent or legal guardian.
- 14.2. We will only use you or your child's personal information to:
 - 14.2.1. provide the Services, including recording exam results and the provision of medals and certificates;
 - 14.2.2. process your payment for the Services; and
 - 14.2.3. communicate with you, including providing information about Janison products, offers, news, services and events which we consider may be of interest to you.
- 14.3. In making a purchase, you agree and consent to us holding personal information about you and your child for the purposes listed in clause 14.2.
- 14.4. Any Personal Information you provide to us for the purposes of us delivering our product to you will be held in Australia. In making a purchase of our Product, you consent to your Personal Information being held in Australia. We may utilise third party's to assist us in delivering the Product and/or Services. Such third party's may be located overseas, for further information please see the Janison Privacy Policy.
- 14.5. Personal information relating to your child may be retained for the School life-cycle of the child for their future purposes in relation to ICAS Assessments. You may opt out of this at any time by emailing Customer Support.
- 14.6. In holding personal information about you or your child/ren, we will adhere to the privacy rules set out in the *Privacy Act 1988* (Cth.) and the Australian Privacy Principles.
- 14.7. Occasionally we may generate case studies or reports to be used for marketing purposes. We will contact you for your permission if we would like to feature you or your child.
- 14.8. We may use de-identified and aggregated information provided for any business purpose and share de-identified and/or aggregated information with our third-party partners.
- 14.9. Further details of how we will process personal information are set out in our privacy policy <https://www.janison.com/privacy-policy>.

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15. LIMITATION OF LIABILITY

- 15.1. You agree that Janison will have no legal liability for any of your losses unless Janison has acted negligently, with misconduct, or has breached the Terms of this Contract.
- 15.2. Any liability Janison has to you in contract, negligence or arising from legislation is limited to the amount you have paid to us when making your order.
- 15.3. You acknowledge that schools are completely independent of Janison, and that you do not hold Janison liable for any representations made by a school, even if it means you have purchased the tests based on the School's communication.
- 15.4. Nothing in this Contract excludes your rights under the Australian Consumer Law in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

16. FORCE MAJEURE

- 16.1. We will not be liable for any failure to perform, any of our obligations under the contract that is caused by an event beyond our reasonable control such as earthquakes, storms, natural disasters, public conflicts, pandemics, etc (Event Outside Our Control).
- 16.2. If an Event Outside Our Control occurs:
 - 16.2.1. we will contact you as soon as reasonably possible to notify you; and
 - 16.2.2. we will arrange a new date for performance of the Services with your School.
- 16.3. If it is impractical to arrange a new date, then your School will notify you and you may request for a refund.
- 16.4. For the purposes of these Terms, a cancellation of the ICAS tests by a School is not considered an Event Outside Our Control.

17. RESTRICTION OF ACCESS

- 17.1. We may restrict your access to our Product or Services if:
 - 17.1.1. you have breached these Terms; or
 - 17.1.2. there is an emergency, and restriction is required as a response.

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18. MISCELLANEOUS

- 18.1. Non-Assignment: The Contract is between you and us. No other person has any rights to access the products and services requested by you.
- 18.2. Survival of Terms: Even after the Contract is completed, clauses 12-14 will continue to apply.
- 18.3. Governing Law: These terms and conditions are governed by the laws of New South Wales. You and we both agree that the courts in New South Wales, will have exclusive jurisdiction.

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