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ICAS at JEM Testing Centres - TERMS AND CONDITIONS

1. BACKGROUND

This Agreement sets out the Terms and Conditions (**Terms**) between a parent or legal guardian of a child or student (**you or your**) and Janison Solutions Pty Ltd (ACN 081 897 494) of Level 1, 80 Bay St, Ultimo, NSW 2007 (**Janison, we, us and our**). The Terms set out how we through our division, Janison Exam Management (**JEM**), will allow bookings at our examination facilities for Students who wish to sit an ICAS Assessments™ test and participate in the annual ICAS Competition and/or purchase ICAS past papers (our **Products**). By making a purchase of a Product, you, as the parent or guardian on behalf of a participating student, agree to the terms on behalf of yourself and also your child/student (**Child**) as their parent or legal guardian.

To use the Product, you must bring your own acceptable compatible device for the Assessment. This includes having a supported internet browser.

The technical requirements are set out at icasassessments.com/support-technical-requirements/ (Technical Requirements). Please review the Technical Requirements before purchasing our Products or Services.

We reserve the right to amend these Terms at any time. All amendments to these Terms will be posted on our website found at icasassessments.com/products-icas/testing-centres. You acknowledge that it is your responsibility to regularly check for updates to these Terms. Your continued use of our Products and Services after any updated terms

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and conditions have been posted will be deemed to constitute your acceptance of those updated terms and conditions.

These Terms are in addition to the [ICAS Terms of Use](#), set out at [janison.com/terms/](#) and the [Janison Privacy Policy](#), set out at [janison.com/privacy-policy/](#) and form the entire agreement between you and us.

If you would like to contact us, please email our ICAS Assessments customer service at icasassessments@janison.com.

2. DEFINITIONS

Assessment means an assessment associated with the Product.

Assessment Session means the Session you have selected for your Child to sit the ICAS test.

'Child' means your child/children or the student that you are the guardian of, who is undertaking the Assessment.

ICAS Assessments Online Shop means the platform provided by us in order for you to purchase the Product.

ICAS Writing means the ICAS subject of Writing.

Intellectual Property Rights means all forms of intellectual property rights throughout the world including (present and future) but not limited to copyright, database rights, confidential information, know-how, trade secrets, registered patents, designs, trademarks, signs, distinctive marks, devices, models, formulas, graphs, photographs, drawings, business plans, methodologies, inventions, policies, records, memoranda and notes.

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Loss includes claims, actions, proceedings, losses, damages, liabilities, and costs (including legal expenses).

Order means an order from you for the purchase of the Products and Services.

Payment Receipt Date means the date on which we receive payment from you for the Product and Services.

Personal Information has the meaning given to that term in the Privacy Act.

Price means the price for the Product and Services as set out or referred to in the ICAS Assessments Shop, at the time of your Order.

Privacy Act means the Privacy Act 1988 (Cth), including the Australian Privacy Principles.

Product Platform means the Janison owned platform, any ICAS Assessments Portal in which the Product is made available.

Refund Request Form means the form that you must use to request a refund for a Product and/or Service.

Required Data means the data that we require from you in order to set up your access to the Product and Services.

Services means the provision of services associated with the delivery of the Products to you.

Sitting Period means the period on which Sittings are permitted.

Test Event means an ICAS test conducted by us at our premises or at a third-party venue.

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3. WARRANTY

3.1 We warrant that:

3.1.1 the Products and Services will be provided to you using all reasonable care and skill;

3.1.2 the delivery of the Products and Services will be undertaken in compliance with all applicable Australian laws, standards and industry regulations.

3.2 You acknowledge that you have not relied on any warranties, representations or promises that are not set out in these Terms.

4. METHODS OF PURCHASING & CONTRACT

4.1 Bookings for an Assessment Session are available on a first-come-first-served basis. Once the maximum capacity is reached for a given subject, additional booking windows may only be opened at our discretion.

4.2 No registration will be accepted after the registration closing date advertised on ICAS Assessments Online Shop.

4.3 You must ensure that your Child is available to attend on the date(s) and at the time(s) selected. Due to capacity limitations, an Alternative Assessment Session may not be possible. In such a circumstance, subject to Clause 16, a refund will not be provided.

5. ACCEPTANCE

5.1 Each item listed on our ICAS Assessments Online Shop is an invitation for you to purchase that item.



5.2 When you finalise and submit an order, the placing of your order will be taken as your acceptance of these Terms and your offer for us to deliver the Services associated with your order.

5.3 When you receive our confirmation email of your order, a contract will have been formed between you and us for the delivery of the Products and Services which are subject to these Terms.

6. YOUR OBLIGATIONS

6.1 It is your responsibility to ensure that:

6.1.1 the information provided by you in your order is complete and accurate;

6.1.2 you provide us with any information that is reasonably required by us in order to supply you with the Products and/or Services.

6.2 To use the Product, you must bring your own acceptable compatible device for the Assessment. This includes having a supported internet browser.

6.3 The technical requirements are set out at icasassessments.com/support-technical-requirements/ (Technical Requirements). Please review the Technical Requirements before purchasing our Products or Services.

6.4 We will not be responsible if your Child is unable to sit an Assessment because they do not have a compatible device.

6.5 In the event that your Child requires any specific accessibility arrangement, then an Accessibility Options Enquiry form, found at icasassessments.com/accessibility-options-enquiry-form/ must be completed and submitted at least 10 weeks before the start of your Child's test. We do not guarantee that all accessibility requirements can be accommodated, and all requests will be considered on a



case-by-case basis. All arrangements must comply with the requirements set by us.

- 6.6. You and your Child must comply with the instructions provided by exam administrations in respect of the Assessment. If the instructions provided by the exam administrators are not adhered to, we reserve the right to refuse entry to the examination centre for your Child, and in such cases, refunds will not be considered.

7. FEES AND CHARGES

- 7.1 The applicable Price for the Products and Services and Administrative Fees is the Price set out on the ICAS Assessments Online Shop at the time of purchase.
- 7.2 You are responsible for any administrative fees that you incur, including any fees from refund requests or additional requests made by you to us.
- 7.3 By making a purchase, you agree that you have carefully considered the Price and Administrative Fees and have accepted them.
- 7.4 You may pay for your order via Credit Card (Mastercard or Visa).
- 7.5 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. We will not collect, process, keep or store your personal payment information. We recommend that you read the Shopify Privacy Policy at <https://shopify.com/legal/privacy> . We shall not be liable for any actions or omissions committed by Shopify.

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8. DELIVERY OF SERVICES

8.1 The Product and Services will only be delivered after we have received payment from you.

9. USE OF JANISON PRODUCTS

9.1 You and your Child must:

- 9.1.1 only use the Products through the interfaces provided by us for the purpose of conducting the Assessments purchased;
- 9.1.2 use the Product, Product Platform and Services in accordance with any instructions provided to you and your Child;
- 9.1.3 ensure that your Child meets the relevant Eligibility Criteria to sit the Assessment;
- 9.1.4 at all times, be solely responsible for the activity that occurs on your account and for all liabilities incurred through your account. We are not responsible for any unauthorised activity on the account. We reserve the right to refer fraudulent or abusive or illegal activity to the relevant authorities; and
- 9.1.5 ensure that all hardware and firewall restrictions on your device do not prevent or limit access to the Product, Product Platform and Services in accordance with any instructions provided to you and your Child.

9.2 You and your Child must not:

- 9.2.1 interfere or disrupt any technological protection measures on the Product Platform or in the Product;

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- 9.2.2 combine, integrate or otherwise use the Product or Product Platform with any other application, device, system or thing if this is not contemplated by any instructions provided to you and your Child;
- 9.2.3 resell, reproduce, decompile or reverse-engineer the Product Platform or Product;
- 9.2.4 use (or attempt to use) data mining, robots, screen scraping or similar data gathering and extraction tools;
- 9.2.5 disclose any ID or password to any other person. If such disclosure has, or you believe that such disclosure may have, occurred (whether intentionally or accidentally), then you must immediately inform us; or
- 9.2.6 make copies, sell, lend, borrow, upload, or distribute any of the tests or past papers, without our prior written authorisation.

10. ELIGIBILITY FOR MEDALS

- 10.1 If your Child sits the ICAS Assessment they will receive a printed certificate of achievement.
- 10.2 We may award medals to your Child if they achieve a top score in the year level they are enrolled in school in their state or territory for the ICAS test, which we judge to be sufficiently meritorious. To ensure the integrity of ICAS Assessments, we reserve the right to investigate any matter which we believe may have affected a student's performance or eligibility for a medal.
- 10.3 Your Child will not be eligible for a medal if the school that they attend offers ICAS assessments in the enrolled subject and year levels.

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10.4 If the ICAS test subject and/or year level your Child is sitting is not offered at your Child's school, the Child will be eligible to compete for a medal when sitting that assessment.

10.5 Your Child may participate in ICAS in different locations (in their school and at JEM). Your Child is eligible to compete for an ICAS medal provided that the subjects sat are not the same.

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 using the unsubscribe button included in the messages or emailing us at icasassessments@janison.com.au.

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12. LIMITATION OF LIABILITY

12.1 To the extent permitted by law, Janison's total liability to you and your Child will not exceed the Price you paid with respect of the Products and Services you purchased from us in the preceding twelve (12) month period.

12.2 Nothing in these Terms is intended to exclude your rights under the Australian Consumer Law.

13. CONFIDENTIALITY & PRIVACY

13.1 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.

13.2 We will only use yours or your Child's personal information to:

13.2.1 provide the Products and/or Services, including recording exam results and the provision of medals and certificates;

13.2.2 process your payment for the Services;

13.2.3 make special arrangements for your child to sit the Assessment (for example if they have medical needs or special needs); and

13.2.4 communicate with you in respect of the Products and/or Services

13.3 In making a purchase, you agree and consent to us holding personal information about you and your child for the purposes listed in clause 13.2.

13.4 Any Personal Information you provide to us for the purposes of us delivering our product to you will be held in Australia.

13.5 We may utilise third parties to assist us in delivering the Product and/or Services. Such third parties may be located overseas, for further information please see the [Janison Privacy Policy](https://janison.com/privacy-policy) set out at janison.com/privacy-policy.

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- 13.6 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 us at icasassessments@janison.com
- 13.7 In holding personal information about you or your Child, we will adhere to the privacy rules set out in the Privacy Act 1988 (Cth.) and the Australian Privacy Principles.
- 13.8 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.
- 13.9 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.
- 13.10 Details of how we will process personal information are set out in our privacy policy janison.com/privacy-policy.

14. INTELLECTUAL PROPERTY

- 14.1 We own, or are entitled to the use of, all copyright and other Intellectual Property Rights in the online and printed versions of the Product and the Product Platform.
- 14.2 You and your Child must not produce, transmit, communicate, adapt, distribute, license, sell, modify or publish or otherwise use, any part of the Product or Product Platform without our permission. This material includes, but is not limited to, the design, layout, look, text, appearance, images and the underlying computer code, whether the source code or object code.

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- 14.3 You and your Child are prohibited from taking photographs, screen shots or otherwise copy the text/images of any test items (questions) that appear on the screen.
- 14.4 Unauthorised use of the Product or Product Platform or any materials in which intellectual property rights subsist may give rise to a claim for damages or criminal action.
- 14.5 You agree that any content provided to us (for example answers input by students responding to a question in an ICAS Assessment) (user generated content) may be used by us for our internal business purposes (for example in marking guides and training materials) to deliver and/or improve the Product and Services (purpose) and you provide us 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).
- 14.6 Display by us of the above user generated content will be de-identified (no name included). You agree that we may engage in actions or omissions that would, in the absence of your consent, amount to an infringement of moral rights.

15. CANCELLATIONS BY JANISON

- 15.1 We are entitled to cancel your order if:
- 15.1.1 the Product you have requested to purchase is no longer available;
 - 15.1.2 there is an error in the description of the Product listed or

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15.1.3 we have to cancel the Product for any reason. If your order is cancelled by us, we will provide you with reasonable notice and issue a refund to you.

15.2 We may terminate our contract with you if there is a breach of these Terms by you. Termination for your breach will not entitle you to a refund.

16. CANCELLATIONS, REFUNDS OR ALTERNATIVE SITTING PERIOD

16.1 You may request a refund or credit note by emailing us (Refund Request). The Refund Request will be considered in-line with our [Refund Policy](https://icasassessments.com/refund-policy/) set out at icasassessments.com/refund-policy/.

16.2 We will not provide a refund if:

16.2.1 you have changed your mind about the purchase or have made an error in your purchase;

16.2.2 you have provided false, inaccurate or unusable information; or

16.2.3 you have breached any of the Terms.

17. RESTRICTING YOUR ACCESS

17.1 We will use our best endeavours to schedule maintenance outside of test event as to limit any impact on the Assessment.

17.2 We may restrict your access to our site and if:

17.2.1 there is a breach of the Terms listed here; or

17.2.2 there is an emergency, and the site or sites need to be restricted as a response; or

17.2.3 there is a scheduled or emergency maintenance in order for us to rectify issues, update or improve the Product.

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18. SURVIVAL OF TERMS

18.1 Even after the Contract is completed and we have delivered the Products and Services, Clauses 12, 13, 14 continue to apply.

19. MISCELLANEOUS

19.1 **Assignment** You may not assign, transfer, novate or otherwise dispose of any or all of its rights and/or obligations under these Terms without our prior written consent.

19.2 **Force Majeure** We will not be liable or responsible for any failure to perform, or delay in the performance of, any of our obligations in these Terms that are caused by any act or event beyond our reasonable control (Force Majeure Event). If a Force Majeure Event occurs that affects our obligations or performance, we will contact you as soon as reasonably possible to notify you of possible Alternative Assessment Sessions or to provide you with a refund, subject to Clause 16.

19.3 **Governing Law** This Agreement is governed by the laws of New South Wales, Australia. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales.