

Terms of Service for Users

Last updated: October 2024

1. Background

- 1.1. Kudos Kids & Co Pty Ltd (ACN 671 717 285) (**Kudos, we, our or us**) provides a school communication platform that connects schools, educators, students, parents and family members Australia-wide (**Kudos Platform**).
- 1.2. In these Terms of Service, a reference to **you** or **your** is a reference to a User of the Kudos Platform as defined in these Terms of Service.
- 1.3. These Terms of Service set out the basis on which we permit you to access the Kudos Platform. By accessing and using the Kudos Platform, you agree to be bound by these Terms of Service as amended from time to time.
- 1.4. We may amend these Terms of Service by publishing the amended version on our website. The amended version will apply from the date of its publication on our website.

2. Definitions

- 2.1. The following words and terms have a particular meaning in these Terms of Service:
 - (a) **Account** means a registered account for a User which enables access to and use of functionalities within the Kudos Platform.
 - (b) **Additional Family Member** means an approved individual who has been given access to the Kudos Platform and is linked to a Student.
 - (c) **Content** means anything uploaded or posted on the Kudos Platform by Users, including (but not limited to) photographs, videos, and text comments.
 - (d) **Educator** means a teacher, childcare worker, education support officer or any other staff member who has been registered by the School in the Kudos Platform.
 - (e) **Eligible Data Breach** has the meaning given to it in the *Privacy Act 1988* (Cth).
 - (f) **Family Member Admin** means the primary parent or guardian of the Student as designated by the School.
 - (g) **Intellectual Property** means all intellectual property rights throughout the world, whether registered or unregistered, including rights in respect of copyright, designs, circuit layouts, trademarks, know-how, confidential information, patents, inventions and discoveries and right to apply for registration of such rights.
 - (h) **Personal Information** has the meaning given to it in the *Privacy Act 1988* (Cth).
 - (i) **Privacy Policy** means the privacy policy published on our website as amended from time to time.

- (j) **School** means a school, childcare centre, or other educational institution that has accepted these Terms of Service.
- (k) **School Administrator** means any individual authorised to administer the Kudos Platform by the School.
- (l) **Student** means a student or child at the School that has been registered by the School in the Kudos Platform.
- (m) **User** means a Student, Educator, Family Member Admin or Additional Family Member.

3. Your access to the Kudos Platform

- 3.1. We grant you access to the Kudos Platform on the basis that you:
 - (a) comply with these Terms of Service at all times; and
 - (b) comply with any reasonable request by us or by the School in relation to your use of and access to the Kudos Platform.
- 3.2. On accepting these Terms of Service, we grant you a limited, non-exclusive and revocable licence to access and use the Kudos Platform.
- 3.3. We may, in our sole discretion:
 - (a) revoke, suspend or end your licence to access and use the Kudos Platform; and
 - (b) cancel or terminate your Account with immediate effect.
- 3.4. If your Account is cancelled, or has not been used for a prolonged period which may reasonably suggest that the Account has been abandoned, your Personal Information that we have collected may be either:
 - (a) permanently deleted or de-identified; or
 - (b) retained for a reasonable period.
- 3.5. Termination or expiration of your licence or access to use the Kudos Platform will not affect any accrued rights, indemnities, or any other provision of these Terms of Service which are intended by their nature to survive termination or expiration.

4. Your management of your Account

- 4.1. You acknowledge that in order to access the Kudos Platform, you accept these Terms of Service to activate your Account.
- 4.2. You agree that you are responsible for managing your Account and for the accuracy of any information you (or any third party you authorise) enter into the Kudos Platform, including, in the case of Family Member Admins, the details of Additional Family Members.

5. Acceptable use and your obligations

- 5.1. You must only use the Kudos Platform for its intended purpose as set out in these Terms of Service.

- 5.2. In accessing or using the Kudos Platform, all Users must:
- (a) not engage in conduct that is unlawful, defamatory, obscene, threatening, harassing, abusive, slanderous, hateful or embarrassing to any other person, or which is reasonably likely to damage our reputation or our services;
 - (b) not vexatiously or maliciously use the Kudos Platform;
 - (c) not impersonate any other person;
 - (d) not permit any unauthorised person to access or use the Kudos Platform;
 - (e) not publish a link to any external content;
 - (f) ensure that you comply with any relevant laws;
 - (g) comply with our directions and restrictions regarding access and use of the Kudos Platform; and
 - (h) not infringe any person's rights, including intellectual property rights and rights of confidentiality.
- 5.3. Additionally, Educators must:
- (a) provide Students with their logins to their Accounts as supplied by Kudos;
 - (b) only upload Content on behalf of Students where expressly consented to by the Student; and
 - (c) ensure that they are aware of all relevant policies that exist from time to time, and comply with those policies.

6. Third party operators

- 6.1. We use certain third-party operators, including (but not limited to):
- (a) payment providers;
 - (b) information technology and hosting services; and
 - (c) email services.
- 6.2. You acknowledge that we are not responsible for interruptions to the availability of the Kudos Platform due to the actions of third-party operators, and that we are not responsible for the content contained on the website or linked by any third-party operator.

7. Privacy

- 7.1. You acknowledge and agree that:
- (a) in order to provide you and all users of the Kudos Platform with access to the functionality of the Kudos Platform, we need to collect and use Personal Information;
 - (b) you will only disclose Personal Information to us where you are permitted to do so by applicable privacy laws; and

- (c) you have obtained all necessary consents from individuals whose Personal Information may be uploaded to the Kudos Platform or otherwise provided to Kudos, prior to uploading or providing that Personal Information.
- 7.2. We will collect and handle Personal Information in accordance with our Privacy Policy and in compliance with applicable privacy laws.
- 7.3. If you are the parent or guardian of a Student and are consenting to their use of the Kudos Platform on their behalf, you acknowledge and agree that you have the capacity and ability to consent on their behalf and that you have made them aware of these Terms of Service.

8. Data

- 8.1. We take the privacy of all users of the Kudos Platform seriously, as well as the security of the Kudos Platform. You agree that:
 - (a) you will not do anything to prejudice or negatively affect the security or privacy of the Kudos Platform or of the information on the Kudos Platform;
 - (b) you are solely responsible for the security of your login details for accessing the Kudos Platform; and
 - (c) you will notify us immediately if you become aware of any unauthorised access to the Kudos Platform.
- 8.2. We will take all reasonable precautions to ensure that the transmission of data occurs according to acceptable industry standards, however you acknowledge that the internet is not a fully secure environment and that we cannot accept responsibility for the misuse, unauthorised access, or loss of data where the security of the data is not within our control. If you provide us data via the internet, you do so accepting the risk.

9. Intellectual property

- 9.1. Except as expressly provided in these Terms of Service, no ownership is transferred or other rights granted to the other party, with respect to the Intellectual Property of a party.
- 9.2. We own and retain all Intellectual Property rights with respect to the Kudos Platform.
- 9.3. You own and retain all Intellectual Property rights with respect to any data you upload to the Kudos Platform.
- 9.4. You grant us a non-transferable, non-exclusive and royalty-free licence to store and otherwise use, copy or modify any content, data or material provided by you to us for the purpose of the Kudos Platform.
- 9.5. You grant us a royalty-free, sub-licensable, transferable, irrevocable, worldwide and perpetual licence to use, reproduce, adapt and display any contributions you make to the Kudos Platform in connection with its operation by us, including (without limitation) insights, ideas, feature requests, suggestions or other information provided by you with respect to the Kudos Platform.

10. Liability

- 10.1. To the extent permitted by law. you acknowledge and agree that:

- (a) your use of the Kudos Platform is at your own risk;
 - (b) we provide the Kudos Platform only and are not responsible or liable for the conduct or activities of any third parties, including third-party providers and other Users; and
 - (c) we are not liable to you for any injury or harm resulting from the use of the Kudos Platform.
- 10.2. You agree to indemnify us for any loss, damage or claim that we may suffer or incur as a result of a breach of these Terms of Service by you.

11. General

- 11.1. You acknowledge that you have not relied on any representation, warranty or statement made by us, other than as set out in these Terms of Service or our Privacy Policy.
- 11.2. The laws of the state of Victoria govern these Terms of Service, and you agree to the exclusive jurisdiction of courts of Victoria for any disputes which might arise.
- 11.3. Any clause which is invalid or unenforceable is ineffective to the extent of the invalidity or unenforceability without affecting the remaining clauses of these Terms of Service.