

TERMS & CONDITIONS FOR USE OF STUDENT ASSESSMENT & REPORTING (“nForma”) SOFTWARE AND WEBSITE

In these Terms and Conditions:-

- “CEPL” is a reference to Clarisse Enterprises Pty Ltd (ACN 118 987 901) and includes its servants, agents and contractors.
- “the School” is a reference to any school which utilises CEPL’s student assessment and reporting (“nForma”) software.

The School’s utilisation of the nForma software shall be deemed as confirmation of the User’s agreement to and acceptance of these Terms and Conditions.

- “the User” is a reference to any person who uses the nForma website (“the Site”).

The User’s use of the Site shall be deemed as confirmation of the User’s agreement to and acceptance of these Terms and Conditions.

1. The nForma software provides the User with access to the Site (“the Site”) but it is a condition of such access that the User accepts these Terms and Conditions (as modified by CEPL and published on the site from time to time).
2. The Site may include links to other websites, but such other sites are not under CEPL’s control and CEPL accepts no responsibility for their contents. The inclusion of any such links is solely for the convenience of Users, and CEPL does not endorse those sites or have any association with the site’s owners and operators. It is the responsibility of the User to review the Terms and Conditions of use of any linked site.
3. As a condition of use of the Site, the User warrants to CEPL that the User will not use the Site for any purpose that is unlawful, or prohibited by these Terms and Conditions, or for any purpose for which the site is not intended, or for which the User has no legitimate interest, or in any manner which could impair the Site or interfere with any other party’s use of the Site. In particular, the User agrees not to obtain or attempt to obtain through the Site any materials or information that is not intended to be made available or provided to the User.
4. The User further agrees that the User is responsible for ensuring that any information or materials which are downloaded are not subject to any limitations on their usage, reproduction and/or dissemination which limitations might be breached by such information or materials being downloaded and used, reproduced or disseminated.
5. The School utilising the nForma software will be solely responsible for the content, images and data uploaded to and stored on the Site.

The School must use its best endeavours to ensure that such contents, images and data;

- a. Complies with all laws;
- b. Is not obscene, indecent, violent, abusive, misleading, deceptive or defamatory;

- c. Does not infringe any intellectual copyrights or other rights of any entity or person (including offering or enabling the unauthorised downloading, uploading or distribution of software, music, video or other copyright materials);
- d. Does not include pornography, nudity, adult sexual content or any sexually related merchandising;
- e. Is not damaging to CEPL's servers or any other servers on the internet;
- f. Does not include material or resources relating to hacking, viruses, anarchy or that promote or participate in wilful harm to internet sites or providers;
- g. Does not contain any links to content, material, advertising, pages or sites that may reasonably be deemed inappropriate by CEPL.

CEPL does not control or endorse, and accepts no responsibility for, such content, images and data.

- 6. Both the School and the User agree to release and indemnify CEPL against any claim, loss, action, damage, liability, cost or expense suffered or incurred by any party arising from or in respect of the use of the Site, or from or in respect of a person gaining unauthorised access to the Site or to the information contained therein.
- 7. To the maximum extent permitted by law, CEPL shall not be liable for any claim for loss or damage of whatsoever nature and howsoever arising by reason of the performance of the Site or by reason of any delay or inability to use the Site or any related services whether based on contract, tort, negligence or otherwise.
- 8. CEPL makes no representations about the suitability, reliability, and accuracy of the content, images and data and information, software, products, services and related graphics contained on the Site for any purpose to the maximum extent permitted by law. All such information, software, products, services and related graphics are provided "as is" without warranty or condition of any kind, and any implied warranties or conditions of merchantability for a particular purpose, and non-infringement are hereby disclaimed by CEPL to the maximum extent permitted by law.
- 9. CEPL reserves the right at all times to disclose any information which is on the Site from time to time as is necessary to satisfy applicable laws, regulations, legal process, court order or governmental request, or to edit or remove any information or materials, in whole or in part, in CEPL's sole discretion?
- 10. If a School/User is not agreeable with any of these Terms and Conditions, or with any aspect of the Site, then to the maximum extent permitted by law, the sole and exclusive remedy available to the School/User is to discontinue using the Site.
- 11. These Terms and Conditions are governed by the laws of the State of Victoria.
- 12. If any clause in these Terms and Conditions is, or becomes, legally invalid or unenforceable, the remainder of the Terms and Conditions shall subsist and remain enforceable.