

LICENSE AGREEMENT AND COPYRIGHT BETWEEN USERS AND ST AGNES' ASSIST TRADING AS UNDERSTANDING FAITH

1. Definitions

1.1 This User Agreement constitutes the agreement between St Agnes' Assist trading as Understanding Faith ACN:088 000 604 ("UNDERSTANDING FAITH") and you as a user who accesses or establishes a connection ("user," "you," or "your") to the UNDERSTANDING FAITH religious educational series ("the product") and/or other services based on the UNDERSTANDING FAITH product which are owned and controlled by UNDERSTANDING FAITH.

1.2 UNDERSTANDING FAITH is a registered business name of St Agnes' Assist, Australian Company Number 088 000 604, registered in the State of New South Wales, Australia.

2. Agreement and General Terms of Use

2.1 You agree to abide by all of the provisions in this Agreement in order to remain an authorised user of the product, and your use of the product constitutes your agreement to abide by these provisions. You are solely responsible for your use of the product, for all use of the product made by others using your user name and password, and for ensuring that such use complies fully with the provisions of this Agreement.

2.2 UNDERSTANDING FAITH reserves the right, in its sole discretion, to change any or all of the provisions of this Agreement at any time. UNDERSTANDING FAITH will notify users of any changes through reasonable means of providing notice. Any changes to this Agreement will be effective immediately upon notice to you. Your use of the product after notice of changes to this Agreement have been made will be deemed acceptance of the changes.

2.3 UNDERSTANDING FAITH reserves the right, in its sole discretion, to change, limit, or discontinue any aspect, content, or feature of the product, as well as any aspect pertaining to the use of the product. UNDERSTANDING FAITH further reserves the right, in its sole discretion, to restrict the use of the product as well as suspend or revoke your rights to use the product based on UNDERSTANDING FAITH'S belief that your use of the Service violates that permitted by this Agreement or applicable law.

2.4 IF YOU DO NOT AGREE TO THE PROVISION OF THIS AGREEMENT OR ARE NOT SATISFIED WITH THE PRODUCT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE YOUR USE OF THE PRODUCT.

3. User Activities and User Information on the Product

3.1 You will use the product and any content, material, or information found in the product solely for lawful purposes. You shall not upload to, distribute to, or otherwise disseminate through the product any material or information of any kind that is libellous, defamatory, obscene, pornographic, abusive, or otherwise violates any law or infringes or violates any rights of any other person or entity, or contains a solicitation of funds, advertising, or a solicitation for goods or services.

3.2 You warrant that any material or information that you make available through the product, is solely your original work, or that you have all necessary rights to make the material or

information of any other person or entity available on the product. You will be solely responsible for the content of any material or information that you make available through the product.

3.3 UNDERSTANDING FAITH reserves the right at all times to disclose any material or information as necessary to satisfy any law, regulation, or governmental request.

3.4 You are required to provide certain information before requesting a software license or before submitting any feedback information to this Website regarding our content or policies. You warrant that any such information provided by you through the UNDERSTANDING FAITH Website is true and correct, and agree to indemnify UNDERSTANDING FAITH against any losses, costs or expenses suffered by it as a result of your breach of that warranty.

3.5 UNDERSTANDING FAITH reserves the right to collect and use data about you and your use of the product for purposes such as, for example, performing statistical analyses to assist us in improving the product. UNDERSTANDING FAITH further reserves the right to distribute such data in forms that do not identify you individually or reveal your identity. UNDERSTANDING FAITH may also distribute such data in forms that identify you individually or reveal your identity, but only if you expressly give your written consent to such distribution in response to a request made by UNDERSTANDING FAITH. UNDERSTANDING FAITH further reserves the right to distribute data required by any legal bodies. Please refer to the UNDERSTANDING FAITH Privacy Policy for further information.

4. License to Use the Product

4.1 Grant of License

Under this License, UNDERSTANDING FAITH grants you a non-exclusive and non-transferable license to install the product for the purpose of the religious education of students. This license grants you authority to make and use an unlimited number of copies of any worksheets, solution sheets, content and activities, provided that such copies shall be used solely for the school's educational purposes and are not republished or distributed (either in hard copy or electronic form) except to students and teachers of your school. A separate license must be granted by UNDERSTANDING FAITH in respect of any other individual or entity wishing to use this product.

Under this License, UNDERSTANDING FAITH grants you a non-exclusive and non-transferable license to install the intranet version of the product for the purpose of the religious education of students. This license grants you authority to make and use an unlimited number of copies of any worksheets, solutions sheets, content and activities, provided that such copies shall be used solely for the school's educational purposes and are not republished or distributed (either in hard copy or electronic form) except to students and teachers of your school.

Distribution of the intranet version of the product is limited to authorised users of the product. As authorised user of the product, you are solely responsible for ensuring that such use complies fully with the provisions of this Agreement, including use of the product made by other individuals, agents or corporations using any user name and password(s) allocated to you. Distribution or use of the product by any person or entity outside of this Agreement constitutes a breach of the provisions herein, and will be deemed unlawful use.

You may download content from the product, but will make no use of the content outside of the terms of this agreement without the express written permission of UNDERSTANDING FAITH. You will not modify, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part, found on the product. You will not make any changes to any content that you are permitted to download under this Agreement, and in particular you will

not delete or alter any proprietary rights or attribution notices in any content. You also will not "frame" any of the content in the product or the product itself without the express written permission of UNDERSTANDING FAITH. You agree that you do not acquire any ownership rights in any downloaded content. You further agree that all rights in the product and any of the content found on the product not granted to you under this Agreement are expressly reserved to UNDERSTANDING FAITH.

You MUST NOT sell or reproduce this product, or part thereof in any form, or to any individual, agent, corporation or entity without the express permission of UNDERSTANDING FAITH.

4.2 License Term

You are hereby granted rights to use of this product commencing 1 January of your subscription year and ceasing 31 December of the same subscription year. Expiration date will be included in your subscription invoice for your records. This includes use in a classroom setting or for demonstrative purposes, use of interactive activities and printing of PDF (printable files). A reminder will be issued approximately thirty (30) days prior to the expiration of this product and you will be invited to re-subscribe to renew your license term.

In the event that this product is operated for a period exceeding 1 January of the following year without renewal of your subscription, use of the product will be deemed illegitimate. Any individual, agent or corporation using this product illegitimately may be liable for infringement of copyright and common law rights under the applicable legislation and case law.

5. User Conduct

5.1 In using the product, you agree:

- that you will comply with all applicable laws and regulations;
- that you will not attempt to interfere with the security of the product;
- that you will not make any public statement, press release or other announcement relating to the terms or existence of this Agreement without the prior consent of UNDERSTANDING FAITH.

6. Description of Other Rights and Limitations

6.1 Not for Resale

The product MUST NOT be resold, or otherwise transferred for value.

6.2 Returns Policy

UNDERSTANDING FAITH only accepts returned software if the software is defective and warrants to replace the defective software in accordance with the terms of the Warranty.

6.3 Rental

You MUST NOT rent, lease, or lend the product.

6.4 Limitations on Reverse Engineering, Decompilation, and Disassembly

You MUST NOT reverse engineer, decompile, disassemble or remove any protection used in the product.

6.5 Feedback Submissions

You agree that any materials, including, but not limited to questions, comments, suggestions, ideas, drawings, original or creative materials or other information, provided by you through

feedback forms, email or other submissions to UNDERSTANDING FAITH are non-confidential and that your submission or feedback does not violate the intellectual property rights of third parties, and shall become the sole property of UNDERSTANDING FAITH. UNDERSTANDING FAITH shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use of these materials for any purpose, commercial or otherwise, without acknowledgement or compensation to you.

6.6 Technical Difficulties

In the event that IT difficulties are encountered, you may contact the UNDERSTANDING FAITH IT Support via the UNDERSTANDING FAITH website: www.understandingfaith.com.au.

Alternatively, you may phone on (02) 6584 9119, fax (02) 6584 9128 or email support@understandingfaith.com.au.

UNDERSTANDING FAITH takes no responsibility for any consequences to external sites because of outage, bug or breakage of any kind.

If technical problems or server outage should cause the headline feed to not operate for whatever period of time, UNDERSTANDING FAITH takes no responsibility for any damage incurred by the Content User. This includes diminished traffic and pages loading incorrectly on the Content User Site.

6.7 Notices

Any notice or other communication required or permitted to be given by or pursuant to this Agreement must be in writing and delivered personally or sent by prepaid registered post to the following addresses:

Understanding Faith
PO Box 2846
PORT MACQUARIE NSW 2444
Email: info@understandingfaith.com.au

6.8 File Transfer

You MUST NOT allow copying of the product including, but not limited to, copying through file sharing networks.

6.9 Availability via Internet

You MUST NOT make the product publicly available via the Internet or otherwise. The product may be made available to your students or teachers from home via a Virtual Private Network or other private and secure means of accessing your organisation's intranet.

6.10 Marks of Ownership

You MUST NOT remove or alter any mark of ownership, copyright, trademark or other property right which is embodied in the product including its documentation and the physical or digital material in which the product is stored when supplied to you.

6.11 Copyright

The contents of the product are Copyright - All Rights Reserved © St Agnes' Assist and © Understanding Faith. All other trademarks or copyright images appearing on the product are the property of their respective owners.

You MUST NOT modify, copy, reproduce, frame, adapt, transmit, broadcast, make available, redistribute, publish or otherwise deal with any part of the product.

6.12 Export Restriction

You MUST NOT export or otherwise transfer the product from your country of residence, including, without limitation, to a country or jurisdiction whose laws allow or mandate loss of the title and intellectual property rights of UNDERSTANDING FAITH and/or its affiliates.

7. Termination

7.1 Without prejudice to any other rights, UNDERSTANDING FAITH may terminate this license if you fail to comply with the terms and conditions of this license.

7.2 UNDERSTANDING FAITH does not pro-rata any fees, charges, or applicable taxes associated with the product upon termination or cancellation and does not refund any such amounts.

8. Governing Law and Jurisdiction

The laws applicable in the State of New South Wales govern this agreement and UNDERSTANDING FAITH and the User submit to the jurisdiction of the courts of that State.

9. Limited Express Warranty

9.1 UNDERSTANDING FAITH warrants that the product will perform substantially in accordance with the accompanying documentation for a period of 90 days from the date of delivery. All defects should be reported to www.understandingfaith.com.au or by telephoning UNDERSTANDING FAITH on (02) 6584 9119.

9.2 THE PRODUCT, ALL CONTENT, MATERIAL, INFORMATION, AND THE UNDERSTANDING FAITH SOFTWARE ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. Disclaimer of Warranties

10.1 You expressly agree that use of the product and the UNDERSTANDING FAITH Software (as defined below) is at your sole risk. Neither UNDERSTANDING FAITH nor any of its parents, subsidiaries, affiliates, employees, agents, distributors, third party content providers, or licensor product or the UNDERSTANDING FAITH Software will be uninterrupted or error free or that they will be free of viruses or other harmful components. Nor do they make any warranty as to the results that may be obtained from the use of the product or the UNDERSTANDING FAITH Software, or as to the accuracy, reliability, completeness, or contents of any content, information, material, found on the product or the UNDERSTANDING FAITH Software, any merchandise or services provided through the product or the UNDERSTANDING FAITH Software, or any links to other sites or services made available on the product or the UNDERSTANDING FAITH Software. Care has been taken to ensure that the questions and answers are correct and fully edited, but small errors of layout, display and typography may still appear.

10.2 To the maximum extent permitted by applicable law, UNDERSTANDING FAITH disclaims all other warranties and conditions, either express or implied, including, but not limited to, implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement, with regard to the product. This warranty gives you specific legal rights. You may

nevertheless have the benefit of certain rights or remedies pursuant to consumer protection acts and laws. This warranty does not preclude such rights.

10.3 UNDERSTANDING FAITH has endeavoured to provide web page links to educationally enriching resources. Given the variable nature of web pages, UNDERSTANDING FAITH is unable to accept liability for the content of any sourced materials. The appearance of those links does not indicate any relationship between UNDERSTANDING FAITH and that third party or any endorsement by UNDERSTANDING FAITH of that third party or its site. UNDERSTANDING FAITH does not endorse, nor make any representation or warranty as to the reliability, accuracy, completeness or suitability of any of the information contained in those third party Websites, and is in no way responsible or liable for the conduct, content provided including downloadable software and hyperlinks of those third party Websites.

10.4 While all efforts are made by UNDERSTANDING FAITH to protect this product from harmful viruses, this product may be susceptible to same, given the accessibility of web-based content. UNDERSTANDING FAITH cannot guarantee against the importation of viruses from linking to other web pages and recommends that the user maintains up-to-date Anti-Virus software.

10.5 Users warrant that they have not relied on any representation made by UNDERSTANDING FAITH which has not been expressly stated in these terms and conditions.

11. Limitation of Liability

11.1 To the maximum extent permitted by the applicable law, in no event shall UNDERSTANDING FAITH be liable for any special, incidental, indirect, or consequential damages whatsoever, including but not limited to damages for loss of profits, interruption, loss of information, or other pecuniary loss arising out of:

- unavailability of this site to Users (by virtue of interruption, suspension or termination) for any reason, including due to computer or communications link downtime attributable to malfunction, upgrades or preventative or remedial maintenance activities;
- deficiency or inaccuracy in the site attributable to a lack of maintenance of the site;
- supply of services on or in relation to this site.

12. Indemnification

To the maximum extent permitted by the laws of New South Wales and the Commonwealth, you will indemnify UNDERSTANDING FAITH (and any of its parents, subsidiaries, affiliates, employees, agents, distributors, third party content providers, or licensors (and their respective directors, officers, employees, and agents)) from and against all claims, liability, and expenses, including legal fees and costs, arising out of your use of the product or your breach of any provision of this Agreement. UNDERSTANDING FAITH reserves the right, in its sole discretion and at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you.

Should you have any questions regarding this license, please write to:

Mr Jacob Soerensen
Understanding Faith
PO Box 2846
PORT MACQUARIE NSW 2444

13. Resolution of Disputes

13.1 Neither UNDERSTANDING FAITH nor the User may commence court proceedings (except for interlocutory relief) in relation to any dispute arising out of this agreement unless they have complied with clauses 13.2 and 13.3.

13.2 If UNDERSTANDING FAITH or the User (the disputing Party) claims a dispute has arisen, they must give notice of the details of the dispute to the other party prior to commencing legal action.

13.3 UNDERSTANDING FAITH and the User must attempt to resolve any dispute through use of a mediator prior to commencing legal action.

14. General Terms

14.1 This Agreement and any rules posted on the product by UNDERSTANDING FAITH constitute the entire agreement of the parties with respect to the subject matter hereof. No waiver by either UNDERSTANDING FAITH or you of any breach or default under this Agreement shall be deemed to be a waiver of any preceding or subsequent breach or default. This Agreement shall be binding upon the User and UNDERSTANDING FAITH, its successors, trustees, and permitted assigns. UNDERSTANDING FAITH may assign this Agreement or any of its rights or obligations under this Agreement, with or without notice to you. Any such assignment by UNDERSTANDING FAITH does not relieve you of your obligations under this Agreement.

14.2 Infringement of any part of this agreement may constitute a breach of New South Wales legislation and/or common law rights. Understanding Faith reserves the right to commence legal action against any entity suspected of breaching the terms of this agreement, subject to Clause 7 of this agreement.

14.3 UNDERSTANDING FAITH reserves the right to alter its licensing fee structure at any time in the future.

14.4 If any provision of these Terms and Conditions is held void, unenforceable or illegal, that provision will be severed, and the rest of the Terms and Conditions will have full force and effect.

15. Waiver

No right under this Agreement shall be taken to be waived except by notice in writing signed by the party entitled to waive such right.

16. No Assignment

Content User shall not assign or sub-license this Agreement or its rights under this Agreement.

Privacy Statement

UNDERSTANDING FAITH has created this privacy statement in order to demonstrate our commitment to privacy. The following discloses our information gathering and dissemination practices for this product.

UNDERSTANDING FAITH may use technology to monitor traffic to gather broad information about how its visitors are using the product. This information is used to improve the experience for the product subscribers.

This product contains links to other Websites. UNDERSTANDING FAITH is not responsible for the privacy practices or the content of such Websites.

This product uses order forms for visitors who request a license from UNDERSTANDING FAITH for our software. All information collected is necessary to fulfill our licensing process. We may use the information collected on the order form to verify the identity of the person or entity requesting the license to protect our company from fraudulent orders.

UNDERSTANDING FAITH may aggregate demographic information for internal use to analyse its performance. It will not share any information with third parties that could be used to identify individual users of this Website.

This site gives users the following options for removing their information from our database to not receive future communications.

1. You can send an email to info@understandingfaith.com.au
2. You can send an email via our Contact Page www.understandingfaith.com.au/contact
3. You can send mail to the following postal address:

Understanding Faith
PO Box 2846
PORT MACQUARIE NSW 2444

Users may provide UNDERSTANDING FAITH with feedback through feedback forms about a wide range of issues from Website design to our software. When providing such feedback, we require basic contact details including your name, email address and whether you are a teacher, parent, student or someone else. We may contact you to further clarify your feedback. UNDERSTANDING FAITH may aggregate the feedback information for internal use to analyse the broad viewpoints of its users. UNDERSTANDING FAITH will not share any feedback information with third parties that could be used to identify individual users of this product.

If you wish to provide UNDERSTANDING FAITH with feedback, you must read the terms and conditions of use of this Website and in particular, the sub-section relating to intellectual property rights of feedback submissions.

Questions About Our Policies

If you have any questions about the privacy statement, other policies, our terms and conditions of use, this product, or your dealings with our Website, you can:

1. You can send an email to info@understandingfaith.com.au
2. You can send an email via our Contact Page www.understandingfaith.com.au/contact
3. You can send mail to the following postal address:

Understanding Faith
PO Box 2846
PORT MACQUARIE NSW 2444