

Website/Application Terms of Use

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Version 1.0

The Thrive Education website located at <https://www.thriveedu.com.au/> is a copyrighted work belonging to Auron Capital Investments (Trading as Thrive Education and referred to as “the company”, or “we”). These terms of use also pertain to the Thrive Education App (NCCD data collection) available on Apple App Store and the Google Play Store. Certain features of the Site/App may be subject to additional guidelines, terms, or rules, which will be posted on the Site in connection with such features.

All such additional terms, guidelines, and rules are incorporated by reference into these Terms.

These Terms of Use described the legally binding terms and conditions that oversee your use of the Site/App. BY LOGGING INTO THE SITE/USING THE APP, YOU ARE BEING COMPLIANT THAT THESE TERMS and you represent that you have the authority and capacity to enter into these Terms. YOU SHOULD BE AT LEAST 18 YEARS OF AGE TO ACCESS THE SITE/USE THE APP. IF YOU DISAGREE WITH ALL OF THE PROVISION OF THESE TERMS, DO NOT LOG INTO AND/OR USE THE SITE OR APP.

App Specific Terms of Use

- 1) These terms of use apply specifically to the mobile application from Thrive Education which can be found on the Apple App Store and Google Play Store under “Thrive Education – NCCD Data Collection”.
- 2) By downloading the app you agree to adhere and be bound by these terms of use
- 3) Use of the app is not permitted to those under the age of 18 years old
- 4) Schools who purchase a license to use the app are responsible for the contents input into the app. The Company will not be held liable for any inappropriate or unlawful content that is input into the App.
- 5) It is the intended use of the App that no personally identifiable information is to be input into the App relating to any teachers or students.
- 6) Schools are encouraged to use Teacher ID’s or Student ID’s or the equivalent instead of personally identifiable information.
- 7) The School or customer of the App is required to have systems in place to monitor and check any data input into the App to ensure no personally identifiable information has been input and to remove any personally identifiable information immediately if it is found.
- 8) If you breach the intended terms of use of this App the Company reserves the right to terminate your license to use the App at anytime by giving 14 days’ notice in writing.

Access to the Site

Subject to these Terms. Company grants you a non-transferable, non-exclusive, revocable, limited license to access the Site/App solely for your own personal, noncommercial use.

Certain Restrictions. The rights approved to you in these Terms are subject to the following restrictions: (a) you shall not sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Site; (b) you shall not change, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Site; (c) you shall not access the Site in order to build a similar or competitive website; and (d) except as expressly stated herein, no part of the Site may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means unless otherwise indicated, any future release,

update, or other addition to functionality of the Site shall be subject to these Terms. All copyright and other proprietary notices on the Site/App must be retained on all copies thereof.

The Company reserves the right to change, suspend, or cease the Site/App with or without notice to you. You approved that Company will not be held liable to you or any third-party for any change, interruption, or termination of the Site or any part.

No Support or Maintenance. You agree that the Company will have no obligation to provide you with any support in connection with the Site/App.

Excluding any User Content that you may provide, you are aware that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Site and its content are owned by Company or Company's suppliers. Note that these Terms and access to the Site do not give you any rights, title or interest in or to any intellectual property rights, except for the limited access rights expressed in Section 2.1. Company and its suppliers reserve all rights not granted in these Terms.

Third-Party Links & Ads; Other Users

Third-Party Links & Ads. The Site may contain links to third-party websites and services, and/or display advertisements for third-parties. Such Third-Party Links & Ads are not under the control of Company, and Company is not responsible for any Third-Party Links & Ads. Company provides access to these Third-Party Links & Ads only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links & Ads. You use all Third-Party Links & Ads at your own risk, and should apply a suitable level of caution and discretion in doing so. When you click on any of the Third-Party Links & Ads, the applicable third party's terms and policies apply, including the third party's privacy and data gathering practices.

Other Users. Each Site user is solely responsible for any and all of its own User Content. Because we do not control User Content, you acknowledge and agree that we are not responsible for any User Content, whether provided by you or by others. You agree that Company will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any Site user, we are under no obligation to become involved.

You hereby release and forever discharge the Company and our officers, employees, agents, successors, and assigns from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature, that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Site or App.

Cookies and Web Beacons. Like any other website, Thrive Education uses 'cookies'. These cookies are used to store information including visitors' preferences, and the pages on the website that the visitor accessed or visited. The information is used to optimize the users' experience by customizing our web page content based on visitors' browser type and/or other information.

Disclaimers

The site is provided on an "as-is" and "as available" basis, and company and our suppliers expressly disclaim any and all warranties and conditions of any kind, whether express, implied, or statutory, including all warranties or conditions of merchantability, fitness for a particular purpose, title, quiet enjoyment, accuracy, or non-infringement. We and our suppliers make not guarantee that the site will meet your requirements, will be available on an uninterrupted, timely,

secure, or error-free basis, or will be accurate, reliable, free of viruses or other harmful code, complete, legal, or safe. If applicable law requires any warranties with respect to the site, all such warranties are limited in duration to ninety (90) days from the date of first use.

Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

Limitation on Liability

To the maximum extent permitted by law, in no event shall company or our suppliers be liable to you or any third-party for any lost profits, lost data, costs of procurement of substitute products, or any indirect, consequential, exemplary, incidental, special or punitive damages arising from or relating to these terms or your use of, or incapability to use the site even if company has been advised of the possibility of such damages. Access to and use of the site is at your own discretion and risk, and you will be solely responsible for any damage to your device or computer system, or loss of data resulting therefrom.

To the maximum extent permitted by law, notwithstanding anything to the contrary contained herein, our liability to you for any damages arising from or related to this agreement, will at all times be limited. The existence of more than one claim will not enlarge this limit. You agree that our suppliers will have no liability of any kind arising from or relating to this agreement.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Term and Termination. Subject to this Section, these Terms will remain in full force and effect while you use the Site or App. We may suspend or terminate your rights to use the Site/App at any time for any reason at our sole discretion, including for any use of the Site in violation of these Terms. Upon termination of your rights under these Terms, your Account and right to access and use the Site will terminate immediately. You understand that any termination of your Account may involve deletion of your User Content associated with your Account from our live databases. Company will not have any liability whatsoever to you for any termination of your rights under these Terms. Even after your rights under these Terms are terminated, the following provisions of these Terms will remain in effect: Sections 2 through 2.5, Section 3 and Sections 4 through 10.

Copyright Policy.

Company respects the intellectual property of others and asks that users of our Site do the same. In connection with our Site, we have adopted and implemented a policy respecting copyright law that provides for the removal of any infringing materials and for the termination of users of our online Site who are repeated infringers of intellectual property rights, including copyrights.

General

These Terms are subject to occasional revision, and if we make any substantial changes, we may notify you by sending you an e-mail to the last e-mail address you provided to us and/or by prominently posting notice of the changes on our Site. You are responsible for providing us with your most current e-mail address. In the event that the last e-mail address that you have provided us is not valid our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice. Any changes to these Terms will be effective upon the earliest of thirty (30) calendar days following our dispatch of an e-mail notice to you or thirty (30) calendar days following our posting of notice of the changes on our

Site. These changes will be effective immediately for new users of our Site. Continued use of our Site following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

Applicability of Arbitration Agreement. All claims and disputes in connection with the Terms or the use of any product or service provided by the Company that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. Unless otherwise agreed to, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to you and the Company, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Terms.

Notice Requirement and Informal Dispute Resolution. Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute describing the nature and basis of the claim or dispute, and the requested relief. A Notice to the Company should be sent to: 2/3 Bishop Street Woolner NT 0820. After the Notice is received, you and the Company may attempt to resolve the claim or dispute informally. If you and the Company do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award to which either party is entitled.

Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less expensive than rules applicable in a court and are subject to very limited review by a court.

Waiver of Class or Consolidated Actions. All claims and disputes within the scope of this arbitration agreement must be arbitrated or litigated on an individual basis and not on a class basis, and claims of more than one customer or user cannot be arbitrated or litigated jointly or consolidated with those of any other customer or user.

Confidentiality. All aspects of the arbitration proceeding shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

Severability. If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.

Right to Waive. Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.

Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with Company.

Small Claims Court. Nonetheless the foregoing, either you or the Company may bring an individual action in small claims court.

Electronic Communications. The communications between you and Company use electronic means, whether you use the Site or send us emails, or whether Company posts notices on the Site or communicates with you via email. For contractual purposes, you (a) consent to receive communications from Company in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Company provides to you electronically satisfy any legal obligation that such communications would satisfy if it were be in a hard copy writing.

Entire Terms. These Terms constitute the entire agreement between you and us regarding the use of the Site. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. The word "including" means "including without limitation". If any provision of these Terms is held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Your relationship to Company is that of an independent contractor, and neither party is an agent or partner of the other. These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Company's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Company may freely assign these Terms. The terms and conditions set forth in these Terms shall be binding upon assignees.

Your Privacy. Please read our Privacy Policy.

Copyright/Trademark Information. Copyright ©. All rights reserved. All trademarks, logos and service marks displayed on the Site are our property or the property of other third-parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks.

Contact Information

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