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The Fine Print

This page outlines the General Conditions of access to and use of all 3P Learning resources, online programs and related events.

Acknowledgment and acceptance of General Conditions

The global network of 3P Learning websites and resources, including but not limited to our websites and digital learning resources for the [Mathletics](#), [Spellodrome](#), [Readiwriter](#), [Reading Eggs](#), [Mathseeds](#), [Wordflyers](#), World Maths Day and World Education Games brands, together with challenge websites for national and regional events which may use or integrate with some of the aforementioned websites, as well as 3P Learning Userveice and feedback forums (collectively, the Site) are owned and operated by 3P Learning Ltd and/or its subsidiaries and/or licensors (collectively we or us).

The Site refers to any and all access to 3P Learning websites and resources, via static or mobile devices, in either native or mobile application format. Your access to and use of the Site (collectively, your Access) is conditional on your acceptance and compliance with the terms, conditions, notices and disclaimers contained or referred to on this page (General Conditions). Your Access to the Site constitutes your agreement to be bound by the General Conditions and that agreement may be enforced by us. If you do not agree with any of these General Conditions, you must cease using the Site.

These General Conditions apply to all users, regardless of whether a licence to Access the Site has been purchased by a school / educational institution on behalf of students and teachers, or directly by a student or parent. In the case of students who are minors, permission must be sought by that student's school or parent / guardian (as applicable) before that student is provided with Access to the Site.

We reserve the right, at our discretion, to revise, amend and update the General Conditions at any time effective on the date of posting to the Site of the new and amended provisions.

Privacy

By agreeing to these General Conditions, you agree to the terms of our [Privacy Policy](#), which is expressly incorporated herein. Before using the Site, please carefully review our [Privacy Policy](#). All personal information provided to us as a result of your Access will be handled in accordance with our [Privacy Policy](#), and by Accessing the Site, or allowing your child/student to Access the Site, you consent to the collection, storage, use and dissemination of your personal information in accordance with this [Privacy Policy](#).

Ownership of content

The Site, including without limitation all materials displayed on or produced through the Site, information, text, illustrations, graphics, video, sound recordings, software including the code comprising or used to operate the Site, functions, tools, results derived from the use of software and tools, data collected from Access to the Site, names, logos and trade marks on the Site (collectively, Content) and the intellectual



You must not modify, copy, reproduce, republish, frame, reverse engineer, download onto a computer, upload to a third party, post, transmit or distribute this Content in any way except in accordance with applicable law, these General Conditions or with our express prior written consent.

User Generated Content

Certain Sites and products may allow registered users to submit content through, or post content on, the Site (User Generated Content or “UGC”). For example, audio recordings of phonemes within the Readwriter Phonics product (where students repeat and record letter sounds within the product), or feedback about our products through our customer feedback forums, such as 3P Uservoice.

If you make any UGC available through our Site, you give us permission to use, copy, modify, adapt, display and distribute that content for the purposes of (i) you and your teacher/school utilising a feature or function of the relevant product or Site; (ii) for administrative, planning, product improvement, quality control and academic or research purposes relating to our products and services, and/or (iii) otherwise in accordance with the restrictions outlined in these General Conditions and in accordance with our privacy policy. This permission is irrevocable and without payment or attribution. Unless otherwise specified, by making UGC available through the Site, you grant us a worldwide, non-exclusive, perpetual, royalty free, sublicensable and transferable licence to use any such content in whole or in part. You are not giving up your ownership rights in your UGC, however, if you make UGC available through our Site or product, you do give us permission to use it in accordance with these General Conditions.

Access to audio recordings by students for the purposes of (i) above, is restricted to the registered user/student that recorded the audio and their teacher/nominated school administrator, where access to the product has been purchased as part of a school subscription, and in all cases, only behind the product login. Parents may access stored recordings via their child's login or with a parent login, when available.

Your name and comments, suggestions and other feedback about our products, made through our feedback forums including 3P Learning Uservoice, may be viewed by other customers and users registered to participate in those feedback forums. If you would prefer to submit feedback to us directly, please contact your account manager or at www.3plearning.com/contact

If you are going to make content available through our Site, it must not be offensive or inappropriate, and it must not infringe or violate the rights of any third party. We reserve the right to take down or delete any UGC at our discretion.

User Code of Conduct and Access Rights

Any user, including, students or teachers, found to be in breach of these General Conditions, acting in a manner that we deem to be inappropriate or inconsistent with the spirit of these General Conditions (e.g. submitting fraudulent results), or that is unlawful or prohibited by any laws applicable to the Site, may have their Access to the Site revoked.

You must not access or use the Site or the Content in any manner or for any purpose which is illegal or prohibited by any laws that apply to you, violates our rights in any way, or is prohibited by the General Conditions.

Users of the Site must protect their usernames and passwords from unauthorised use. If you suspect any unauthorized use of your account, please notify us immediately.

You must not use the Content for commercial purposes without first obtaining our express written authority.

You must take your own precautions to ensure that the process, which you employ for accessing the Site, does not expose you to the risk of viruses, malicious computer code or other forms of interference, which may damage your own computer system. We do not accept responsibility for any interference or damage to your own computer system or data, which arises in connection with your Access.

The Site and our Content is continuously evolving. We reserve the right to delete, modify, change, evolve and improve existing Content, including curriculum, product features and tools, at any time without notice or consent.

In some cases, additional subscription charges may be levied for non-native access, premium additional content, printed content, mobile device access to standalone components of 3P Learning resources as well as special 3P Learning educational events or competitions.

Copyright

Copyright in this Site (including without limitation all content, text, graphics, logos, icons, sound recordings, video, software and downloadable / printable files, worksheets, workbooks and resources) is owned or licensed by us.

Other than for the purposes of, and subject to the conditions prescribed under copyright law applicable to you (for example the Australian Copyright Act 1968 (Cth) or similar legislation which applies in your location), or except as expressly authorised by these General Conditions, you may not in any form or by any means:

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Reproducing resources in hard copy: Where copyright legislation in a location includes a remunerated scheme to permit educational institutions to photocopy or print any part of the Site, we (or the owner of the copyright material) will claim remuneration under that scheme where such resources (for example, but without limitation, our worksheets, workbooks or other resources that can be used in hardcopy format) are printed or photocopied by, or on behalf of, educational institutions (e.g. by teachers for use in the classroom or by students or where teachers direct students to print or photocopy worksheets for use by students at school). This may lead to an increase in the fees for educational institutions to participate in the relevant scheme.

Individual Licences (“Home Subscriptions”)

Access to, and use of, 3P Learning resources is subject to our terms of use and privacy policy.

Home subscription licenses are for individual, non-commercial purposes. Each license provides access to the relevant resource for a nominated student.

Term of Subscription and Renewal: Home subscriptions are provided on an auto-renewing basis to ensure continued access to and use of the relevant resources. Home subscriptions have a one (1), or 12 month minimum initial term that automatically renews for consecutive periods of the same length (each a renewal term) unless notice of cancellation is provided prior to the expiry of the initial term or any renewal term. We will automatically charge your nominated account using the payment method on file for each renewal term. We do not provide refunds to users who cancel part way through the initial term or any renewal term of a subscription (subject to our returns/refunds policy below). You can manage and make changes to your subscription by logging into your account.

Pricing: Fees and charges for your home subscription are detailed at the point of purchase. For each renewal term your payment details will be automatically charged the then current fees for the licence type you have selected, continuing on a recurring basis until you cancel your subscription. Promotional pricing, discounts and free trials only apply for the period specified and will commence on the purchase date unless otherwise agreed. At the end of the promotional period, your fees will revert to the then current fees for the licence type you have selected. All taxes are detailed in the tax invoice provided to the customer.

Delivery of products and services: Access to web-delivered services is provided immediately upon processing of payment.

Product access and use: Users are responsible for their own costs associated with accessing the product, e.g. internet usage charges, data costs and computer / smartphone equipment costs. It is the responsibility of the user to ensure their device and internet access is sufficient to access the relevant product.

Parents are able to change the year level/grade level of their child’s course up to six times a year.

Customer Service / Refunds Policy: All goods/services supplied will be in good working order. All faulty goods will be exchanged for a working version at no



be offered after this time except in the event the goods/services are faulty and cannot be repaired or replaced, or otherwise in accordance with applicable statutory consumer protection laws.

Consumer Purchasing Information Policy: All payments are completed using PCI compliant payment gateways, over a secure internet connection using strong cryptography and security protocols. Digital certificates are used to maximise security when receiving payment information. Purchasing information provided from online transactions is used for cart tracking, subscription billing, subscription management and accounting purposes only.

School Subscriptions

For our school / educational institution customers (School Customers) that purchase licenses on behalf of students and teachers, we enter into additional, specific terms at the time of purchase (Purchase Terms). Access by the School Customer and its teachers and students is governed by these Purchase Terms in addition to our General Conditions.

Disclaimer and Limitation of Liability

Although we have no reason to believe that any information contained in this Site is inaccurate, we do not warrant the accuracy, adequacy or completeness of the information except where warranties are made non-excludable by applicable legislation.

We do not accept responsibility for loss suffered as a result of your reliance on the accuracy or currency of information contained in this Site except where such liability is made non-excludable by applicable legislation. We and our directors, officers, agents, employees and contractors do not guarantee or warrant the Site will be uninterrupted, without delay, error-free, omission-free or free of viruses. The Content is provided "as is" without warranties of any kind, express or implied, including as to accuracy, timeliness and completeness except where warranties are made non-excludable by applicable legislation.

Neither we nor our directors, officers, agents, employees or contractors will be liable for any loss or damage, however arising (whether in negligence or otherwise), in connection with your Access, the Content or any omissions from the Content, except where liability is made non-excludable by applicable legislation.

Indemnity

You agree to indemnify us and our directors, officers, agents, employees and contractors and keep us and all of them indemnified, against all loss, actions, proceedings, costs, expenses (including legal fees), claims and damages arising from any breach by you of the General Conditions, or reliance by you on any information obtained through the Site or your Access to the Site.

Trade Marks

Except where otherwise specified, any word or device to which the TM or ® symbol is attached, is a trademark in which we claim proprietary rights. We also assert all our trademark rights under the common law or otherwise. If you use any of our trademarks in reference to our activities, products or services, you must include a statement attributing that trademark to us. You must not use any of our trademarks:

- in or as the whole or part of your own trade marks;
- in connection with activities, products or services which are not ours;
- in a manner which may be confusing, misleading or deceptive;
- in a manner that disparages us or our information, products or services (including this Site).

Termination

We may terminate access to this Site at any time without notice. The General Conditions will nevertheless survive any such termination.



under our control and we are not responsible for the content of any. We provide these hyperlinks to you as convenience only, and the inclusion of any link does not imply any endorsement of the Linked Site by us or by our directors, officers, agents, employees and contractors. You link to any Linked Site or subsequent site entirely at your own risk.

Neither we nor our directors, officers, agents, employees and contractors give any representation or warranty as to the reliability, accuracy or completeness of any Linked Sites or subsequent sites, nor do they or we accept any responsibility arising in any way for errors in, or omissions from any Linked Sites or subsequent sites.

Certain aspects of our Sites can be used in connection with third party software, applications, products and platforms ("Third Party Tools") and may be subject to additional terms of use between you and the applicable Third Party Tool provider(s).

General

We do not accept any liability for any failure to comply with the General Conditions where the failure is due to circumstances beyond our reasonable control.

Our failure to act in a particular circumstance does not waive our ability to act with respect to that circumstances or similar circumstances.

However, if we expressly waive any rights available to us under these General Conditions on one occasion, this does not mean that those rights will automatically be waived on any other occasion.

If any of the General Conditions are held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions will nevertheless continue in full force.

Cookies

For information about the cookies we use, please refer to our [cookies page](#).

Challenges and Competitions

From time to time, we host or operate challenges and competitions within the Site, which may be supported by third party sponsors. Challenges are designed to encourage school and student participation in a fun and engaging online learning event. We are thrilled that so many students from around the world are participating in the variety of events we support, and encourage you all to continue to join in. These General Conditions, including the [3P Learning Privacy Policy](#), govern challenges and competitions, in addition to any other terms and conditions in place specifically for the relevant challenge or competition.

The Hall of Fame or leaderboard for a challenge or competition does not determine the final result. After the event, we will verify all results. We have the right, at our complete discretion, to determine the final positions of all participants and the winners of all categories.

Participants who do not comply with these General Conditions, may be removed from the Hall of Fame or disqualified from the competition at any time, and we will use our complete discretion as to whether or not removal or disqualification occurs.

Students, classes and schools may be required by us to provide proof of age and to sign a declaration that they individually and collectively participated without assistance from any other person, software, hardware or device.

Any students, classes or schools intentionally misusing the Site be disqualified or removed from the Hall of Fame of the competition or challenge at any time. Examples of misuse include but are not limited to computer hacking of the Site, posting fraudulent results, using computer scripts to improve responses, scores or otherwise.

We may, at our complete discretion, remove from competition any students, classes and schools not participating in courses or on content appropriate for their age.

Prizes advertised for a challenge or competition may be substituted, for something of equivalent value, as determined by us or the prize provider at our complete discretion.

Governing Law



believe that infringement of these General Conditions is taking place or originating.



Better ways to learn

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Districts	Mathematics	Mathletics	About 3P	Product Support
Schools	Literacy	Mathseeds	World Maths Day	Technical Support
Home Users		Reading Eggs	Careers	Webinars
			Awards	Resource Hub
			Case Studies	Curriculum Alignment
			Investors	Blog
			Contact	FAQs
			Partner Portal	
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