

Program Participation Agreement

Updated April 2024

Welcome to our website, which is operated by Wildlife Smart Ltd (**Wildlife Smart, us, our or we**). By indicating your acceptance of this agreement by clicking “I agree” or by accessing or using the Program Materials, you are agreeing to be bound by the terms of this agreement. Each party expressly agrees that this agreement is legally binding upon it.

We may vary the terms of this agreement from time to time on notice to you (which may include notice on the website). Your continued use of the website and/or any Program Materials following any changes indicates your acceptance of the changes.

1. Overview and purpose

- 1.1 Wildlife Smart operates a school participation conservation program with the goal of educating current generations about koala conservation, plus inspiring and driving change in the local community through the delivery of a practical concept that can be applied in the real world (**Program**).
- 1.2 The Program is intended to be interactive, and as such, you will receive correspondence concerning Koala Smart updates and resources via email. We encourage you to get in touch with us so we can connect you with our extensive network of rangers, conservationists, scientists, and other relevant experts (please see clause 13.2).
- 1.3 As part of the Program, we also make extensive program materials available for use, including, but not limited to, lessons, programming, activities, fact sheets, presentations, student and teacher work sheets, artwork, images, templates, student research resources, clinical information, video recordings, audio recordings, including interviews with experts and other sound recordings (**Program Materials**).
- 1.4 We provide you access to all Program Materials free of charge; however, to continue to provide you with such access, we need to report on how the Program Materials are being used. As a condition to using the Program Materials, you agree to provide us with ongoing feedback and reporting, as set out in this agreement or as requested by us from time to time.
- 1.5 The Program Materials have been crafted to align with the New South Wales, Victorian, and Australian curriculums and offers multiple avenues to explore while meeting Primary and Secondary education targets; however, it is your responsibility to ensure the Program Materials meet any educational requirements.

2. Accounts

- 2.1 In order to access the Program Materials, you must set up an account.

- 2.2 You are solely responsible for:
- (a) ensuring your account is operated by only you;
 - (b) ensuring you do not share, publish, or otherwise make available to any third party your login details;
 - (c) all activity on your account by you including any unauthorised access by third parties;
 - (d) maintaining the confidentiality and security of your account and your login details and notifying us immediately of any unauthorised use. You are also solely responsible for all activities on your account. We are not liable for any loss or damage arising in connection with any unauthorised use of your account; and
 - (e) ensuring all Program Materials are accessed, used, and shared in accordance with the terms set out in this agreement.
- 2.3 You agree and acknowledge that all information you provide us will be true, accurate, current, and complete.
- 2.4 We may, in our sole discretion, access your account to provide support and maintenance services, suspend or terminate your account, and refuse any and all current or future use of the Program Materials.
- 2.5 You may cancel your account for any reason by notifying us by email at info@koalasmart.org.au.

3. Program Materials

- 3.1 You must access the Program Materials in accordance with:
- (a) this agreement; and
 - (b) our reasonable directions and all applicable laws.
- 3.2 We own or are the licensee of, the Intellectual Property Rights in the Program Materials.
- 3.3 This agreement does not transfer any Intellectual Property Rights in the Program Materials to you or any third parties.
- 3.4 Subject to your compliance with this agreement and during the term of this agreement, we grant you a limited non-exclusive, non-transferable, non-sub-licensable right to use, access, reference, link to, reproduce, communicate, and save a local copy of and print a copy of, the Program Materials for the purpose of educating students in your school about koala conservation and habitat protection.
- 3.5 You agree you must not:
- (a) use the Program Materials for commercial use;
 - (b) delete or change any Program Material copyright, logo, trade mark, or other proprietary notices; or
 - (c) copy, modify, or create derivative works based on the Program Materials.

- 3.6 In this agreement “**Intellectual Property Rights**” means all present and future rights conferred by statute, common law, or equity in or in relation to any copyright, trade marks, designs, patents, circuit layouts, plant varieties, business and domain names, confidential information, inventions and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields whether or not registered, registrable or patentable.

4. Reports and content

- 4.1 You must maintain correct and complete records and reports relating to your use of the Program Materials, including by providing us with details about the school where you will use the Program Materials, the age and number of students in each class, chosen subject(s), age-group involved, type of project (action or advocacy), funding required, longevity of project, project results and any other information reasonably requested by us from time to time.
- 4.2 If as part of that report you provide us with any student names, images or videos, we will not publish such material without express written permission from you. It is your responsibility for obtaining consent from each student’s parent or guardian prior to submitting such material to us.
- 4.3 You are responsible for all your content that you submit to us or and that you post or display on or through the website, including videos, data, text, files, information, usernames, images, graphics, photos, profiles, audio and video clips, sounds, musical works, works of authorship, applications, links and other materials.
- 4.4 You must not submit, post or display any content that:
- (a) you do not have permission, right or license to use or infringes the rights (including Intellectual Property Rights) of any third party;
 - (b) is threatening, defamatory, objectionable, offensive, unlawful, deceptive or harmful;
 - (c) promotes bigotry, discrimination, hatred, intolerance, racism, violence or illegal activities or substances;
 - (d) is personal, private or confidential information belonging to others;
 - (e) requests personal information from a minor;
 - (f) impersonates or misrepresents your affiliation with another person or entity;
 - (g) transmits spam, including unauthorised advertising or promotional materials; or
 - (h) is illegal, fraudulent, or manipulative.
- 4.5 You grant us a non-exclusive, perpetual, irrevocable, transferable, sub-licensable, worldwide, royalty-free licence to use, copy, modify, create derivative works based upon, publicly display, publicly perform and distribute your content in connection with operating and providing the website and Program Materials to you and to other users.
- 4.6 Use of the website is subject to our Privacy Policy, which is available on our website.

5. Acceptable use

5.1 You agree to use the website for lawful purposes only.

5.2 You must not:

- (a) post, communicate or transmit any unlawful, criminal, threatening, abusive, defamatory, libellous, contemptuous, obscene, vulgar, pornographic, profane or indecent material;
- (b) post, communicate or transmit material which violates or infringes the rights of any other person or party or infringes any law;
- (c) inhibit or restrict any other user from using the website;
- (d) interfere with the computer systems which support the website; overload a service; engage in a denial-of-service attack; or attempt to disable a host;
- (e) post, communicate or transmit any file which contains viruses, worms, "Trojan horses" or any other harmful, contaminating or destructive features;
- (f) access or attempt to access information resources you are not authorised to use;
- (g) impersonate or falsely represent your association with any person or organisation;
- (h) attempt to modify, adapt, translate, sell, reverse engineer, decompile or disassemble any portion of the website, including the use of automated tools;
- (i) post, communicate or transmit or use any material of any kind for commercial purposes, or which contains any promotional material or advertising;
- (j) delete, circumvent or alter any author attribution, legal notices, rights management information or technological protection measures; or
- (k) post, download or communicate any file or material posted by another user of the website if you know, or reasonably ought to know, that the file or material cannot legally be downloaded or communicated in that manner.

6. Linked websites

6.1 The website may contain links or references to websites operated by third parties (**Third Party Websites**). We provide these links as a courtesy and this should not be interpreted in any way as an endorsement of any Third Party Website.

6.2 Third Party Websites may not be under our control and we are not responsible for the content of any Third Party Website that is not under their control.

7. Data

You acknowledge and agree:

- (a) we may collect aggregated information about your activities, and details of how you use the website, the types of content you engage with or the frequency and duration of activities; and
- (b) we may automatically store in log files, including IP addresses, browser type and language, Internet service provider (ISP), referring and exit websites and applications,

operating system, date/time stamp, and clickstream data to analyse trends, to administer the website, to generally improve the website and for marketing.

8. Maintenance

We may at any time and without notice, modify, suspend or terminate the operation of, or access to the Program Materials and/or website, or any part of, for any reason, to interrupt the operation of the website, or any part of, as necessary to perform maintenance, error correction or other changes.

9. Warranties and liabilities

9.1 To the extent permitted by law:

- (a) the Program Materials and all content delivered to you through the website are (except as expressly stated by us) provided "as is" and "as available" for your use without warranties of any kind, either express or implied, including all implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement; and
- (b) we, our directors, officers, employees, affiliates, agents, contractors, or licensors will not be liable for any direct, indirect, incidental, punitive, special, or consequential damages arising from your use of any of the Program Materials or for any other claim related in any way to your use of the Program Materials and/or content, including any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via the website.

9.2 You acknowledge that the use of the Program Materials is at your sole risk. You are responsible for backing up your own system, including any content acquired through the website.

9.3 We do not guarantee, represent, or warrant that your use of the Program Materials and/or website will be uninterrupted or error-free, free from loss, corruption, attack, viruses, interference, hacking, or other security intrusion.

10. Indemnity

You indemnify and hold us, our directors, officers, employees, affiliates, agents, contractors, and licensors harmless with respect to any claims arising out of your breach of this agreement and your use or misuse of the Program Materials and/or website.

11. Term and termination

11.1 This agreement remains effective until either you or we terminate your account.

11.2 Upon termination of this agreement, the licence granted in clause 3.4 comes to an end and you must immediately cease using the Program Materials.

12. Complaints

- 12.1 If you have a complaint about this website or your use of the website, please contact us so that we can attempt to resolve your complaint in the first instance.
- 12.2 You agree that you will not bring any court action or proceedings without first giving us the opportunity to resolve your complaint and if your complaint cannot be resolved by us, you agree to mediate your complaint (such mediator being chosen by agreement or by the Law Society of New South Wales).

13. Contacting us, Critical Friends and/or experts

- 13.1 If you have any questions about our website or this agreement, you can contact us here info@koalasmart.org.au.
- 13.2 We can also connect you with a Critical Friend for program support. You can also take advantage of being connected with conservationists, educators, or other volunteers or professionals who can provide value and guidance on your classroom's project. Please email info@koalasmart.org.au or complete the Critical Friend Request form to be connected to an appropriate expert.

14. General

- 14.1 Nothing in this agreement be taken as giving rise to a relationship of employment, agency, partnership or joint venture.
- 14.2 Any failure by us to enforce this agreement or any rights will not be a waiver of such rights, or affect the validity of this agreement.
- 14.3 If any provision of this agreement is held by a court to be illegal, invalid or unenforceable under the applicable law, that term or provision will be severed from this agreement and the remaining terms and conditions will be unaffected.
- 14.4 This agreement governed by, and construed in accordance with, the laws of New South Wales, Australia, and the courts of that jurisdiction will have non-exclusive jurisdiction over any dispute arising out of this agreement.