



WEBSITE TERMS AND CONDITIONS OF USE

1. Terms

1.1 The following Terms and Conditions of Use apply to your use of this website. You are solely responsible for your conduct and your content on this website and compliance with these terms. By registering with us or using our website, you acknowledge that you have read, understood and agree to be bound by these terms.

2. About the Website

2.1 Welcome to www.ilr.com.au (the 'Website'). The website facilitates interactions between:

(a) you, the ILR Licensee including educational institutions and individual Users (the 'Receiver');
and

(b) us, I Love Reading Pty Ltd (the 'Provider'),

making it easier for the Receiver and the Provider to locate, communicate, arrange payment and deliver the services in a fast and secure manner (the 'Services').

2.2 The Website is operated by I Love Reading Pty Ltd (ABN 36). Access to and use of the Website, or any of its associated Products or Services, is provided by I Love Reading. Please read these terms and conditions (the 'Terms') carefully. By using, browsing, uploading and/or reading the Website, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Website, or any of its Products or Services, immediately.

2.3 I Love Reading reserves the right to review and change any of the Terms by updating this page at its sole discretion. When I Love Reading updates the Terms, it will use reasonable endeavours to provide you with notice of updates of the Terms. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records.

3. Acceptance of the Terms

3.1 You accept the Terms by registering for the Services. You may also accept the Terms by clicking to accept or agree to the Terms where and if this option is made available to you by I Love Reading in the user interface.

4. The Services

- 4.1 In order to access the Services, the Receiver is required to register for an account through the Website (the 'Account').
- 4.2 As part of the registration process, or as part of your continued use of the Services, you may be required to provide personal information about yourself (such as identification or contact details) including:
 - (a) an email address
 - (b) preferred username
 - (c) mailing address
 - (d) telephone number
 - (e) password
 - (f) the educational institution who has authorised your access to our Website.
- 4.3 You warrant that any information you give to I Love Reading in the course of completing the registration process will always be accurate, correct and up to date.
- 4.4 Once you have completed the registration process, you will be a registered user of the Website ('User') and agree to be bound by the Terms.
- 4.5 You may not use the Services and may not accept the Terms if:
 - (a) you are not of legal age to form a binding contract with I Love Reading; or
 - (b) you are a person barred from receiving the Services under the laws of Australia or other countries including the country in which you are resident or from which you use the Services.

5. Your Obligations as a User

- 5.1 As a User, you agree to comply with the following:
 - (a) you will not share your log-in and profile with any other person;
 - (b) you will use the Services only for purposes that are permitted by:
 - (i) the Terms; and
 - (ii) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;
 - (c) you have sole responsibility for protecting the confidentiality of your password and/or email address. Use of your password by any other person may result in the immediate cancellation of the Services;
 - (d) any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to immediately notify I Love Reading of any unauthorised use of your password or email address or any breach of security of which you have become aware;

- (e) you must not expressly or impliedly impersonate another User or use the profile or password of another User at any time;
- (f) any content that you publish, upload, transmit, post or distribute on the Website ('Your Content') will always be accurate, correct and up to date and you will maintain reasonable records of Your Content.
- (g) you agree not to harass, impersonate, stalk, threaten another User of the Website (where interaction with other Users is made available to you);
- (h) access and use of the Website is limited, non-transferrable and allows for the sole use of the Website by you for the purposes of providing the Services;
- (i) you will not use the Services or the Website in connection with any commercial endeavours except those that are specifically endorsed or approved by the management of I Love Reading;
- (j) you will not use the Services or Website for any illegal and/or unauthorised use which includes collecting email addresses or Users by electronic or other means for the purpose of sending unsolicited email or unauthorised framing of or linking to the Website;
- (k) you will not use the Services or Website in a manner which infringes, violates or misappropriates any third party's intellectual property rights or other proprietary rights;
- (l) you will not sue the Service or Website in a manner that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- (m) you will not use the Services or Website in a matter that is defamatory, or in a way that is otherwise threatening, abusive, violent, harassing, malicious or harmful to any person or entity;
- (n) in a manner that is hateful or discriminatory based on race, colour, sex, religion, nationality, ethnic or national origin, marital status, disability, sexual orientation or age or is otherwise objectionable;
- (o) to facilitate the unlawful distribution of copyright material;
- (p) in a manner that includes person or identifying information about another person without that person's explicit consent;
- (q) to use the Website and Services to search inappropriate and offensive external websites that would violate your own code of conduct, employment or contractor website policies, or other such standards; and
- (r) you acknowledge and agree that any automated use of the Website or its Services is prohibited.

6. Copyright and Intellectual Property

- 6.1 The Website, the Services and all of the related products of I Love Reading are subject to copyright. The material of the Website (including but not limited to text, graphics, logos, resources, literature, manuals, video images, audio clips, Website, code, scripts, design elements and interactive features) or the Services are owned or controlled for these purposes, and are reserved by, or owned by, I Love Reading.
- 6.2 All trademarks, service marks and trade names are owned, registered and/or licensed by I Love Reading, who grants to you a worldwide, non-exclusive, revocable license whilst you are a User to:
- (a) use the Website pursuant to the Terms;
 - (b) copy and store the Website and the material contained in the Website in your Device's cache memory and
 - (c) print pages from the Website for your own classroom and non-commercial use.
 - (d) I Love Reading does not grant you any other rights whatsoever in relation to the Website or the Services. All other rights are expressly reserved by I Love Reading.
- 6.3 I Love Reading retains all rights, title and interest in and to the Website and all related Services. Nothing you do on or in relation to the Website will transfer any:
- (a) business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright, or;
 - (b) a right to use or exploit a business name, trading name, domain name, trade mark or industrial design, or
 - (c) a thing, system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process) to you.
- 6.4 You may not, without the prior written permission of I Love Reading and the permission of any other relevant rights owners: broadcast, re-publish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Services or third party Services for any purpose, unless otherwise provided by these Terms. This prohibition does not extend to materials on the Website which are freely available for re-use or are in the public domain.
- 6.5 As a User you agree that you will not develop any resource that infringes on the intellectual property of another. This means not utilising any copyright text and images which is already published in the public domain when you use the Website and Services.
- 6.6 The 'Fair Use' defence to copyright infringement is not tolerated.
- 6.7 All content created must be original and of the User's own imagination.

- 6.8 The User agrees that all works developed in the Website and from the Services are assigned to the Licensor, I Love Reading Pty Ltd. Refer to the Deed of Assignment that you consented to when you set up your Account.
- 6.9 Where you broadcast, publish, upload, transmit, post or distribute Your Content on the Website, then you grant to I Love Reading an exclusive, transferrable, perpetual, royalty-free, irrevocable, worldwide licence to broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change Your Content.

7. Using the Website for the Approval Process

- 7.1 All resources created in the Website must be submitted to I Love Reading for approval before use. Refer to the User Innovation Approval Policy for classroom resources and the Marketing Approval Policy for internal and external marketing and communications which utilise the intellectual property assets of I Love Reading.

8. Privacy

- 8.1 I Love Reading takes your privacy seriously and any information provided through your use of the Website and/or Services are subject to I Love Reading's Privacy Policy, which is available on the Website.

9. General Disclaimer

- 9.1 Nothing in the terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.
- 9.2 Subject to this clause, and to the extent permitted by law:
- (a) all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and
 - (b) I Love Reading will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Services or these Terms (including as a result of not being able to use the Services or the late supply of the Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.

- 9.3 Use of the Website and Services is at your own risk. Everything on the Website and the Services is provided to you “as is” and “as available” without warranty or condition or any kind. None of the affiliates, directors, officers, employees, agents, contributors and licensors of I Love Reading make any express or implied representation or warranty about the Services or any products or Services (including the products or Services of I Love Reading) referred to on the Website. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:
- (a) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;
 - (b) the accuracy, suitability or currency of any information on the Website, the Services, or any of its Services related products (including third party material and advertisements on the Website);
 - (c) costs incurred as a result of you using the Website, the Services or any of the products of I Love Reading; and
 - (d) the Services or operation in respect to links which are provided for your convenience.
- 9.4 You acknowledge that the I Love Reading Website and the Services are only intended to facilitate the development of resources, provide access to guidelines and policies, and share ideas resources and data to registered Users, and, does not offer any services other than the Services and, I Love Reading holds no liability to you as a result of any conduct of the Users or the misuse of Your Content by any party (including other Users).

10. Limitation of Liability

- 10.1 I Love Reading’s total liability arising out of or in connection with the Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the Services to you.
- 10.2 You expressly understand and agree that I Love Reading, its affiliates, employees, agents, contributors and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profile (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

10.3 You acknowledge and agree that I Love Reading holds no liability for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you as a result of providing Your Content to the Website.

11. Termination of Contract

11.1 I Love Reading may at any time, terminate the Terms with you if:

- (a) you have breached any provision of the Terms or intend to breach any provision;
- (b) I Love Reading is required to do so by law;
- (c) I Love Reading is transitioning to no longer providing the Service to Users in the country in which you are resident or from which you use the service; or
- (d) the provision of the Services to you by I Love Reading is, in the opinion of I Love Reading, no longer commercially viable.

11.2 Subject to the local applicable laws, I Love Reading reserves the right to discontinue or cancel your User access at any time and may suspend or deny, in its sole discretion, your access to all or any portion of the Website or the Services without notice if you breach any provision of the Terms or any applicable law or if your conduct impacts I Love Reading's name or reputation or violates the rights of those or another party.

11.3 When the Terms come to an end, all of the legal rights, obligations and liabilities that you and I Love Reading have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of this clause shall continue to apply to such rights, obligations and liabilities indefinitely.

12. Indemnity

12.1 You agree to indemnify I Love Reading, its affiliates, employees, agents, contributors, third party content providers and licensors from and against:

- (a) all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with Your Content;
- (b) any direct or indirect consequences of you accessing, using or transaction on the Website or attempts to do so; and/or
- (c) any breach of the Terms.

13. Dispute Resolution

- 13.1 Compulsory - If a dispute arises out of or relates to the Terms, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought).
- 13.2 Notice – A party to the Terms claiming a dispute ('Dispute') has arisen under the Terms, must give written notice to the other party detailing the nature of the dispute.
- 13.3 Resolution – On receipt of that notice ('Notice') by that other party, the parties ('Parties') to the Terms must:
- (a) within 14 days of the Notice endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree;
 - (b) if for any reason whatsoever, 30 days after the date of the Notice, the Dispute has not been resolved, the Parties must either agree upon selection of a mediator or request that an appropriate mediator be appointed by the Director of the registered, independent legal mediator or their nominee.
 - (c) the parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and without limiting the foregoing undertake to pay any amounts requested by the mediator as a pre-condition to the mediation commencing. The Parties must each pay their own costs associated with the mediation.
 - (d) the mediation will be held in Queensland, Australia.
- 13.4 Confidential - all communications concerning negotiations made by the Parties arising out of and in connection with this dispute resolution clause are confidential and to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.
- 13.5 Termination of Mediation – if 2 weeks have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either Party may ask the mediator to terminate the mediation and the mediator must do so.

14. Venue and Jurisdiction

- 14.1 The Services offered by I Love Reading is intended to be viewed by residents of Australia. In the event of any dispute arising out of or in relation to the Website, you agree that the exclusive venue for resolving any dispute shall be in the courts of Queensland, Australia.

15. Governing Law

15.1 The terms are governed by the laws of Queensland, Australia. Any dispute, controversy, proceeding or claim or whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of Queensland, Australia, without reference to conflict or law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

16. Independent Legal Advice

16.1 Both parties confirm and declare that the provisions of the Terms are fair and reasonable and both parties having taken the opportunity to obtain independent legal advice and declare the Terms are not against public policy on the grounds of inequality or bargaining power or general grounds of restraint of trade.

17. Severance

17.1 If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed and the rest of the Terms shall remain in force.