

MFACTS121.COM

WEBSITE TERMS OF USE

1 Terms of Use

- 1.1 The website, located at MFacts121.com (Website) is owned and operated by MFacts121 (ABN 20 754 596 978) (**MFacts121**).
- 1.2 By using the Website you agree to be bound by the terms and conditions set out below (**Terms of Use**).
- 1.3 In these Terms of Use, a reference to "we" or "us" is a reference to MFacts121.
- 1.4 A reference to "you" or "your" in these Terms of Use is a reference to any person accessing, viewing or using the Website, including a Subscriber.
- 1.5 The Terms of Use also incorporate and include the following:
 - (a) [MFacts121 Privacy Policy](#); and
 - (b) [MFacts121 Privacy Collection Notice](#).

2 Use of the Website

- 2.1 The Website provides strategies and tools to assist in the teaching and learning of multiplication of school aged students (the **Services**).
- 2.2 You may access the Website at any time, unless we have restricted access to perform maintenance, updates or upgrades. Your ability to access the Website will otherwise depend on factors outside our control and we do not accept any responsibility for those factors such as the quality of your internet connection, type of computer or mobile device or software.
- 2.3 You acknowledge that you have no rights in, or to, the Website or technology used to support the Website, other than the right to use the Website in accordance with the Terms of Use.
- 2.4 You warrant and agree that you will keep your username and password confidential and secure.
- 2.5 We take no responsibility for any error, omission or cost arising from your use of the Services which is caused by your failure or delay to provide accurate and complete information to us.

3 Subscriptions and Account

- 3.1 To access our Services, you must first purchase one of the subscription packages listed on the Website (**Subscription**). Persons under the age of eighteen (18) years, cannot Subscribe without the prior permission of their parent or legal guardian.
- 3.2 Within 24 hours of your Subscription, we will email you a unique username and password for each unique user (your **Account**)
- 3.3 Subscriptions must be paid online through the Website or a secure payment site (if applicable) The prices displayed on the Website for Subscriptions are current at the time of display but are subject to change. All prices are advertised in Australian dollars and are inclusive of GST (as that term is defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth)).
- 3.4 We reserve the right to accept, cancel or reject your Subscription for any reason. This may include the Services not being available or there is interference or disruption to the Website.
- 3.5 You agree to provide accurate and complete information when you Subscribe and an Account is created for you.

- 3.6 As the Subscriber, you agree and accept all responsibility to maintain the confidentiality and security of your Account and to ensure there is no unauthorised access.

4 Australian Consumer Laws

- 4.1 We acknowledge that under applicable State, Territory and Commonwealth law(s) (including, without limitation, the *Competition and Consumer Act 2010* (Cth)), certain statutory expressed and implied guarantees and warranties may be implied into these Terms of Use (**Non-Excluded Guarantees**). Nothing in these Terms of Use purports to modify or exclude the Non-Excluded Guarantees.
- 4.2 To the maximum extent permitted at law, the liability of MFacts121 and our committee of management, officers, employees, agents, contractors, service providers, successors or assigns, for a failure to comply with a Non-Excluded Guarantee, is limited to, at MFacts121's option:
- (a) resupplying the Services; or
 - (b) the cancellation of the Services and refund of any amounts paid.
- 4.3 In circumstances where the Non-Excluded Guarantees do not apply, we and our committee of management, officers, employees, agents, contractors, service providers, successors or assigns exclude liability for any loss or damage whatsoever (including but not limited to direct, indirect, incidental, special, consequential or exemplary damages) you may suffer arising out of, or in any way related to, use of the Services or our cancellation of the Services.
- 4.4 You acknowledge that you do not rely on our skill or judgment when deciding whether or not the Services are fit for any particular purpose.

5 Limitations on Use

- 5.1 By accessing and using the Website you warrant and agree that you will not:
- (a) use the Website or Application for any purpose other than provided for under these Terms of Use.
 - (b) use the Website or Services for any commercial purpose without our prior written consent;
 - (c) copy, transmit, distribute, reproduce, licence, alter, reverse engineer, adapt or modify the whole or any part of the Website in any way whatsoever;
 - (d) hide, deface, alter or delete any copyright symbol, trade mark or other proprietary rights notice;
 - (e) use the Website for any activity which is obscene, indecent, offensive or defamatory;
 - (f) hack into, change or otherwise knowingly transmit a virus or otherwise damage the Website or any information contained within it;
 - (g) tamper with, hinder the operation of or make unauthorised modifications to the Website;
 - (h) use the Website with an incompatible or unauthorised device;
 - (i) upload any material onto the Website, or use the Website in any way which:
 - (i) infringes the intellectual property rights of any person; or
 - (ii) is unlawful or violates any law;
 - (j) breach any other terms of the Terms of Use or our Privacy Policy.

6 Technical information and Security

- 6.1 The transmission of data over the internet is not always secure. Although we endeavour to secure the Website, you access it at your own risk and we accept no responsibility for any interference, loss, damage, or disruption to your computer or mobile device or otherwise, which arises in connection with your use of the Website.
- 6.2 You acknowledge that it is your responsibility to:
- (a) implement sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the accuracy of data input and output; and
 - (b) ensure that whatever you select for your use in the Website is free of viruses or anything else that may interfere with or damage the operations of your computer or mobile device.
- 6.3 We do not warrant that functions available on the Website will be uninterrupted or error free, free of viruses or programming bugs or interferences due to factors outside our control.

7 Intellectual Property

- 7.1 The Website and Services contain intellectual property including trade marks, confidential information and copyright, together with any goodwill, reputation and intellectual property rights subsisting in those things.
- 7.2 You should assume that any intellectual property in the Website is owned by MFACTS121 or third parties and unless permitted by law, you must not:
- (a) adapt, reproduce, store, distribute, transmit, print, display, perform, publish or create derivative works from any part of the Website; or
 - (b) commercialise any information, products or services obtained from any part of the Website.

8 Third Party Websites

- 8.1 The Website may contain links to websites owned and operated by third parties. We are not responsible for the operation, security levels, content or any other aspect of any third party websites.
- 8.2 Links to third party websites are provided solely for your convenience and do not indicate our endorsement or affiliation of them or their products and services.
- 8.3 We make no representations or warranties and are not liable for:
- (a) the content or accuracy of any information contained in linked websites and third party websites; and
 - (b) any loss or damage suffered as a result of access to, or use of, these third party websites, or the reliance on the information contained within.
- 8.4 You must make your own enquires as to the suitability of the content of third party websites and the goods and services available for sale on them.
- 8.5 Third party websites may be governed by their own terms and conditions (including their privacy policy), which will apply to your use and acquisition of their products or services. Accordingly, we strongly recommend that you read their terms and conditions.

9 Email Notifications

- 9.1 When you Subscribe you agree to us sending you communications via email (**Email Notifications**). You may choose to stop receiving Email Notifications at any time by clicking the "opt-out" link at the bottom of our Email Notifications.

- 9.2 If you do not opt-out from Email Notifications, the Website will send emails to your nominated email address and you acknowledge and consent to receipt of those Email Notifications.

10 Suspension or Termination

- 10.1 We reserve the right to suspend or terminate your access to the Website and your Subscription at our sole discretion if we believe there has been a breach of these Terms of Use.
- 10.2 In the above instances, we will endeavour to notify you of the breach and ways in which you can remedy it.
- 10.3 Should you fail to remedy the breach within a reasonable time, you must immediately cease to access and use the Website.
- 10.4 We reserve the right to cease operating the Website at any time, without notice, and to terminate this agreement under the Terms of Use.
- 10.5 You have the right to terminate this agreement under the Terms of Use by deleting your Subscription and ceasing use of the Website.

11 Exclusion of Warranties

- 11.1 The Services are provided in good faith and we cannot warrant that all students will achieve their desired outcome.
- 11.2 While we endeavour to ensure the accuracy and completeness of the information contained on the Website and in the Services, that information may contain errors and omissions and is subject to change.
- 11.3 To the maximum extent permitted at law, we make no representations or warranties of any kind, express or implied, in relation to the content, accuracy, completeness, suitability, accessibility, security or reliability of:
- (a) any material and/or information on the Website;
 - (b) the performance and availability of the Website;
 - (c) the loss, damage or corruption of any data or other material as a result of the use of the Website.
- 11.4 Where liability cannot be excluded, any warranty by us in relation to the use of the Website is limited as provided under the *Competition and Consumer Act 2010* (Cth).

12 Limitation of Liability

- 12.1 To the maximum extent permitted at law, we and our committee of management, officers, employees, agents, contractors, service providers, successors or assigns exclude liability for any loss or damage whatsoever (including but not limited to direct, indirect, incidental, special, consequential or exemplary damages) you may suffer arising out of, or in any way related to:
- (a) the use of, or reliance on, the Services and any of the information or material on the Website;
 - (b) the use of other third party linked websites;
 - (c) the unauthorised access of your Account;
 - (d) the suspension, termination or interruption of the Website in whole or in part for whatever reason;
 - (e) the loss of profits, loss of opportunity, business interruption or loss or corruption of data or information from the use of the Website.

- 12.2 Where liability cannot be excluded, any liability incurred by us in relation to the use of the Website or its contents is limited as provided under the *Competition and Consumer Act 2010* (Cth).
- 12.3 You indemnify and agree to keep us indemnified against any loss or damage or costs incurred by us in connection with any breach of the Terms of Use or of any other legal obligation by you or your use of, or conduct on, the Website.

13 Privacy

- 13.1 You acknowledge that information about you, including information provided upon becoming a Subscriber and creating an Account will be held by us in accordance with our [Privacy Policy](#).

14 General

- 14.1 We reserve the right to amend, modify, add, delete and make corrections to the Terms of Use at any time and such amendment will be effective immediately upon appearing on the Website. Please ensure that you review these Terms of Use regularly as your continued use of the Services and Website will be deemed acceptance to any variation of the Terms of Use.
- 14.2 If any part of the Terms of Use are determined to be illegal, invalid or otherwise unenforceable or void that part shall be severed to the extent necessary and the remainder of the Terms of Use shall continue in full force and effect.
- 14.3 No waiver of any breach of the Terms of Use will be construed as a waiver of any other breach of the Terms of Use.
- 14.4 We may transfer and/or transfer our rights and obligations under these Terms of Use.
- 14.5 You may not transfer any of your rights and obligations under these Terms of Use without our prior written consent.
- 14.6 The Terms of Use are governed by and construed in accordance with the laws of the State of Victoria, Australia and any claim made by either party against the other which in any way arises out of the Terms of Use will be heard in Victoria, Australia and you agree to submit to the jurisdiction of those courts.
- 14.7 For further information on using the Services, please contact MFacts121 at info@MFacts121.com.