



SPAplatform

Terms of Use

Introduction & Scope

Welcome to **SPAplatform**! We're excited to have you here, but before you start using **SPAplatform**, we do need you to look through and accept these terms. We've done our best to explain it all without using too much jargon, so it's clear what we expect from you and what you can expect from us.

To make things easier, you'll find summary paragraphs at the top of each section to allow you to navigate this document effectively.

We may need to update this policy from time to time. Where a change is significant, we'll make sure we let you know—usually by an announcement on our newsfeed located on the front page of the SPAplatform software or directly via email..

These are your legal rights and obligations, so please do read everything. If you can't agree to our terms, then you can't use our services.

If you still have questions or comments after you've read these terms, please contact the our help desk via support@sreams.com.au.

Last updated on 15th April 2020

Joining and using SPAplatform

In this section we explain how to subscribe to SPAplatform and use our services. When you see a word in bold, it will have the same corresponding meaning every time it's used within these terms.

1. Who are 'we'?

This privacy policy is enacted by **SPAplatform**, being produced by School Research Evaluation & Measurement Services **SREAMS** (Orchard Downs Pty. Ltd.). When we say **SPAplatform**, **we**, **our**, or **us**, we're talking about our organisation. **Our Service** may refer to the

SPAplatform Service or auxiliary services SREAMS provide such as Professional Development and research services.

Website: <https://www.spaplatform.com.au>

You, Your school, and your students

When we say **you** or **your**, we mean both you and any school, office, or department you're authorised to represent. When we say **students**, we mean one or more students whom you have chosen to enter data for within our **SPAplatform** services.

2. Our services: Our **services** consist of all the services we provide now or in the future, including our online data analysis products and Professional Development.

3. Creating a subscription: When you create a **subscription** to use our services and accept these terms, you become a **subscriber**. If you're the subscriber, you're the one responsible for ensuring you or your organisation pay for your subscription and comply with the Terms of Use..

4. People invited to use SPAplatform: An **invited user** is a person other than the subscriber who has been invited to use our services through a subscription. If you're an invited user, you must also accept these Terms to Use our services.

5. User roles and access: As a subscriber inviting others to use a subscription, you should understand the permissions you're granting to invited users. If you'd like to read more about user roles and levels of access, please read the [User Access Levels](#) on our [Online Helpdesk](#).

6. The right to use our services: Whether you're a subscriber or an invited user, we grant you the right to use our services (based on your subscription type, your user role, and the level of access you've been granted) for as long as the subscriber continues to pay for the subscription, until the subscription is terminated, or—if you're an invited user—until your access is revoked.

7. Subscriber role: As a subscriber, you take responsibility for fully controlling how your subscription is managed and who can access it. For example:

- You control access to a subscription. You decide who's invited to use our services you've subscribed to and what kind of access the invited user has. You can change or stop that access at any time.
- You're responsible for resolving any disputes with any invited users over access to your subscription and your data contained in your account.
- You're responsible for all your invited users' activity.

8. Intended Use: As a subscriber and an invited user, you agree to use the SPAplatform for the purpose for which it was intended.

9. Your responsibilities: You agree that you'll keep your information (including a current email address) up to date. You're responsible for providing true, accurate, and complete

information and for verifying the accuracy of any information you provide our services. You're also responsible for protecting your username and password from getting stolen or misused. Our service has minimum password standards, but you will ensure that passwords are very strong and not easily guessable. The stronger the password, the better! You also agree not to share any login details with anyone else.

10. When we introduce new or revised services: Since we're always thinking about how to make **SPAplatform** the best it can be, we regularly expand our services. For new or updated services, there might be additional terms. We'll let you know what those terms are before you start using those services. This notification may be a notice on our newsfeed (The first page you see when you login) or directly to the primary contact person.

11. What we own: We own everything we've put into our services unless otherwise stated and excluding content owned by others. This includes rights in the design, compilation, and look and feel of our services. It also includes rights in all copyrighted works, trademarks, designs, inventions, and other intellectual property. You agree not to copy, distribute, modify, or make derivative works of any of our content or use any of our intellectual property rights in any way not expressly permitted by us within our software or distributed through our Professional Development sessions. ***What we don't own is your student data—that will always belong to you.*** A user retains intellectual property rights to their own work created within and/or uploaded to the service.

Pricing

Unless you're in a free trial or other offer period, you'll need to pay for a subscription based on the pricing of your selected plan. The pricing details and other terms of your subscription are explained when you select your plan.

12. Trial subscriptions: At times we may provide you with a free trial, based on the terms specified at the time. At the end of the trial period, you will be invoiced for the next licence period. If you choose to continue using our services after the trial, you'll need to pay the invoice. If you choose not to continue using our services following a trial, you will need to contact us, and we will void the invoice and terminate the subscription to the module/s. On termination of your subscription, your data will be handled inline with our [Data Retention Policy](#).

13. SPAplatform pricing plans: Your use of our software services generally requires you to pay a yearly subscription fee based on the module/s you subscribe to and the number of students/teachers you have (the **subscription fee**). The **pricing plan** consists of the subscription and subscription fees we offered you, including invoicing, payment, auto-renewal, and cancellations. We may update or amend the pricing plan from time to time. The terms of the pricing plan form part of these terms. As with any other changes to our terms, changes to the pricing plan won't apply retroactively and, if we make changes

and you're a subscriber, we'll make every effort to let you know via our newsfeed or directly. For information on how to change pricing plans, contact support@sreams.com.au. Subscription fees are inclusive of transactional taxes where relevant (like GST), as reflected in the pricing.

14. Notify us of changes in student numbers: As many of our modules require us to bill you according to the number of students or users in your school, it is your responsibility to notify us when there has been a change in this number. Failure to do so will mean you have violated our terms. ***We will not provide refunds/prorated refunds if you have failed to notify us of a drop in student numbers or users prior to paying your new subscription fee.*** Please note we will periodically be auditing school student numbers using published Government documentation. Please check your invoice to ensure you are being invoiced correctly at each renewal of your subscription. If you believe your invoice does not reflect correct student numbers, please contact us at support@sreams.com.au.

15. Taxes for your use of our services: You're responsible for paying all taxes associated with your use of our services wherever levied. Your responsibility includes withholding tax if it applies, unless we already process that withholding tax. We may collect geographical location information to determine your location, which may be used for tax purposes. This means location information you give us must be accurate for tax residency purposes.

16. Additional services: Depending on where you're based and how you use our services, you may be able to take advantage of additional services that SREAMS/SPAplatform offers—like Onsite & Offsite Professional Development. These might incur an additional fee that we'll let you know about when you engage in these services.

17. Importance of timely payments: In order to continue accessing our services, you need to make timely payments based on the pricing plan you selected. To avoid delayed or missed payments, please make sure we have accurate contact information. If we don't receive timely payments, we will suspend access to your subscription until the payment is made. In the case of an account being suspended for non-payment. The data contained in the account will be handled inline with our Data Retention Policy.

Data use and privacy

SPAplatform uses your data to provide our services to you. Our [Privacy Policy](#) is an important part of these terms and describes in more detail how we deal with personal data, such as your name and email address.

18. Use of data: **When you enter or upload your data into our services, we don't own that data**, but you grant us a licence to use, copy, transmit, store, analyse, and back up all data you submit to us through our services, including personal data of yourself and others, to: enable you to use our services; allow us to improve, develop and protect our services; create new services; communicate with you about your subscription; and send you information we think may be of interest to you based on your marketing preferences.

Users retain intellectual property rights to their own work created within and/or uploaded to the service.

19. Use of your own personal data: We respect your privacy and take data protection seriously. In addition to these terms, our [Privacy Policy](#) sets out in detail how we process your own personal data that you enter into **SPAplatform**, such as your name and email address.

20. Use of personal data you enter about others: Our [Privacy Policy](#) also sets out in detail how we process the personal data of others (such as your students & employees) such as their name, email address, student number identifiers, and assessment results.

21. Anonymised statistical data: When you use our services, we may create anonymised statistical data from your data and usage of our services, including through aggregation. Once anonymised, we may use it for our own purposes, such as to provide, test, and improve our services, to develop new services or product offerings, to identify business trends, and for other uses we communicate to you.

22. Data breach notifications: When we think there has been unauthorised access to personal data inside your subscription, we'll let you know and give you information about what has happened in line with our [Security Policy](#) and [Privacy Policy](#). Depending on the nature of the unauthorised access and the location of your affected contacts, you may be required to assess whether the unauthorised access must be reported to the contact and/or a relevant authority. We think you're best placed to make this decision because you'll have the most knowledge about the personal data stored in your subscription.

Confidential information

We take reasonable precautions to protect your confidential information and expect that you'll do the same for ours.

23. Keeping it confidential: While using our services, you may share confidential information with us, and you may become aware of confidential information about us. You and we both agree to take reasonable steps to protect the other party's confidential information from being accessed by unauthorised individuals. You or we may share each other's confidential information with legal or regulatory authorities if required to do so.

Security

We take security seriously, and you should too!

24. Security safeguards: We've invested in technical, physical, and administrative safeguards to do our part to help keep your data safe and secure. Read more about these measures in our [Security Policy](#) documentation. While we've taken steps to help protect your data, no method of electronic storage is completely secure, and we cannot guarantee absolute

security. We will notify you within 30 days of becoming aware, if there appears to be unauthorised access to your account, and we may also restrict access to certain parts of our services until you verify the access was by an authorised user. In line with our Security Policy and Privacy Policy

25. Playing your part to secure your data: You have an important part to play by keeping your login details secure, not letting any other person use them, and by making sure you have strong security on your own systems. If you realise there's been any unauthorised use of your password or any breach of security to your account or email address linked to your account, you need to let us know immediately.

Maintenance, downtime, and data loss

We really try to minimise any downtime, but sometimes it's necessary so we can keep our services updated and secure. You also may have occasional access issues and may experience data loss, so backing up your data is important.

26. Availability: We strive to maintain the availability of our services and provide online support during business hours. On occasion, we need to perform maintenance on our services, and this may require a period of downtime. We try to minimise any such downtime. Where planned maintenance is being undertaken, we'll attempt to notify you in advance but can't guarantee it.

27. Access issues: Due to the nature of the service and functionality of the SPAplatform and its modules, there are parts of the infrastructure that are out of our control. This may include local internet connection, on-site firewalls and wireless connection. We make every effort to ensure the SPAplatform and its modules are robust with efficient connectivity. We can not guarantee things out of our control and therefore will not accept responsibility for any negative impacts. We will make every effort to discover the reason and advise, if possible, on a solution.

28. Data loss: Data loss is an unavoidable risk when using any technology. You're responsible for maintaining copies of your data entered into our services. For information on how to do that, check out this article on [Managing/Storing Original Data files used for SPAstandard](#).

29. No compensation: We make every effort to ensure access and usability of our service. We can not guarantee 100% uptime. We sit at 99.7%. Therefore we can not offer compensation for expenses incurred by you for any downtime, access issues or data loss, your only recourse is to discontinue using our services.

30. Problems and support: If you have a problem, we have excellent support articles available through [SPAplatform Online Helpdesk](#) that should help you with most situations. If you've tried [SPAplatform Online Helpdesk](#) and still need help, you can find more information about support for our services on our 'contact us' website page [here](#).

31. Modifications: We frequently release new updates, modifications and enhancements to our services, and in some cases discontinue features. Where this occurs, we'll endeavour to notify you where practical (for example, by email, newsletter, or within our services when you log in).

Usage expectations

This section is important because it outlines how you can (and can't) use our services. Much of it will be common sense.

32. Feedback: We love your feedback and may use it without restriction.

33. Help using our services: We provide a lot of guidance and support to help you use our services. You agree to use our services in line with the instructions and guidance we provide.

34. Limitations: Some of our services may be subject to limits such as a cap on the number of active students or users you have (based on the **pricing plan**). You must not circumvent these limitations.

35. Notify us of changes in student numbers: As many of our modules require us to bill you according to the number of students in your school, it's important that you let us know when there has been a change in the number of students in your school. Failure to do so will mean you have violated our terms.

36. While we can't cover everything here, we do want to highlight a few more examples of things you mustn't ever do:

- Undermine the security or integrity of our computing systems or networks.
 - Use our services in any way that might impair functionality or interfere with other people's use.
 - Access any system without permission.
 - Introduce or upload anything to our services that includes viruses or other malicious code.
 - Store anything that may be offensive, violates any law, or infringes on the rights of others.
 - Modify, copy, adapt, reproduce, disassemble, decompile, reverse engineer, or extract the source code of any part of our services.
 - Resell, lease, or provide our services in any way not expressly permitted through our services.
 - Repackage, resell, or sublicense any leads or data accessed through our services.
 - Commit fraud or other illegal acts through our services.
 - Act in a manner that is abusive or disrespectful to a **SPAplatform** employee, partner, or other **SPAplatform** customer. We will not tolerate any abuse or bullying of our **SPAplatform** employees in any situation, and that includes interaction with our support teams.
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Cancellation

You can cancel your subscription with 30 days written notice. We may cancel your subscription as well with the same notice. If you violate these terms, we may cancel your subscription immediately.

37. Subscription period: Your subscription continues for the period covered by the subscription fee paid or payable. At the end of each billing period, these terms automatically continue for a further period of the same duration as the previous one, provided you continue to pay the subscription fee in accordance with the pricing plan. You may choose to cancel your subscription by providing written notice 30 days in advance of a subscription period ending. You'll still need to pay all relevant subscription fees up to and including the day of cancellation. To cancel your subscription, please contact support@sreams.com.au.

38. Cancellation by SPAplatform: SPAplatform may choose to terminate your subscription at any time by providing you with written notice 30 days in advance. SPAplatform may also cancel or suspend your subscription or access to all or any data immediately if:

- you violate any of these terms and do not remedy the violation within 14 days after receiving notice of the violation,
- you violate any of these terms, and the violation cannot be remedied,
- you fail to pay subscription fees. (Written notice is provided by us through the invoice sent to your subscriber 30 days prior to the end of the subscription period.)

SPAplatform may also cancel your subscription for non-payment. This will be done inline with our [Data Retention Policy](#).

39. Cancellation by the subscriber: We require 30 days notice of your intent to cancel, to action our responsibilities in line with our [Data Retention Policy](#). Once notified of your intent to cancel, you will continue to have access to your data until the end of your billing period. Invoices are issued 30 days before the end of the billing period. ***The subscriber is responsible for insuring if an invoice is to be paid or not. Invoices paid in error will not be refunded.*** You will continue to have access for the remainder of the paid billing period with the option to have the account automatically cancel or suspend at the end of the billing period.

40. Retention of your data: Once a subscription is canceled by you or us, all data contain in the account will be handled in line with our [Data Retention Policy](#)

Liability and indemnity

This section is important as it outlines liability terms between us and both subscribers and invited users, so we urge you to read it closely and in full.

41. You indemnify us: You indemnify us against all losses, costs (including legal costs), expenses, demands, or liability that are incur arising out of, or in connection with, a third-party claim against us relating to your use of our services or any third-party product (except as far as we're at fault).

42. Disclaimer of warranties: Our services are made available to you on an “as is” basis. Subject to the consumer law terms in section 55, we disclaim all warranties, express or implied, including any implied warranties of non-infringement, merchantability, and fitness for a particular purpose.

43. Limitation of liability: Other than liability that we can’t exclude or limit by law, our liability to you in connection with our services or these terms, in contract, tort (including negligence) or otherwise, is limited as follows:

- We have no liability arising from your use of our services for any loss of goodwill, loss of customers, legal issues, damage to reputation, loss in connection with any other contract, or indirect, consequential, incidental, punitive, exemplary, or special loss, damage, or expense.
 - For loss or corruption of your data, our liability will be limited to taking reasonable steps to try and recover that data from our available backups.
 - Our total aggregate liability to you in any circumstances is limited to the total amount you paid us for your subscription in the 12 months immediately preceding the date on which the claim giving rise to the liability arose.
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Disputes

This section outlines how disputes may be resolved.

44. Dispute resolution: Most of your concerns can be resolved quickly and to everyone’s satisfaction by contacting us through support@sreams.com.au. If we’re unable to resolve your complaint to your satisfaction (or if we haven’t been able to resolve a dispute we have with you after attempting to do so informally), you and we agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. You and we agree that any dispute must be brought in the parties’ individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding.

Important housekeeping

Here we set out some additional terms. Take a read, as they cover important issues.

45. Events outside our control: We do our best to control the controllables. We aren’t liable to you for any failure or delay in performance of any of our obligations under these terms arising out of any event or circumstance beyond our reasonable control.

46. Notices: Any notice you send to **SPAplatform** must be sent to support@SPAplatform.com.au. Any notices we send to you will be sent to the email address you’ve provided us through your subscription.

47. Consumer laws: In some places, there may be non-excludable warranties, guarantees, or other rights provided by law (**non-excludable consumer guarantees**). They still apply—these

terms do not exclude, restrict, or modify them. Except for non-excludable consumer guarantees and other rights you have that we cannot exclude, we're bound only by the express promises made in these terms. Our liability for breach of a non-excludable consumer guarantee is limited, at our option, to either replacing or paying the cost of replacing the relevant service (unless the non-excludable consumer guarantee says otherwise).

48. Excluded terms: The terms of the United Nations Convention on Contracts for the Sale of Goods and the Uniform Computer Information Transactions Act (UCITA) do not apply to these terms.

49. Blocking your access, disabling your subscription, or refusing to process a payment: We may block your access, cancelling your subscription, or refuse to process a payment if we reasonably believe there's a risk—like a potential breach of a law or regulation—associated with you, your organisation, your subscription, or a payment. Any data contained within the account will be handled in line with our Data Retention Policy.

50. Relationship between the parties; assignment: Nothing in these terms is to be construed as constituting a partnership, joint venture, employment, or agency relationship between you and us, or between you and any other subscriber or invited user. You are solely responsible for resolving disputes between you and any other subscriber or invited user. We may assign these terms—or any of our rights or obligations in these terms—to another of our company entities as we deem appropriate. Our entities are companies controlled by or under common control of Orchard Downs Pty. Ltd.

51. Changes to these terms: We sometimes will decide to change these terms of use. But don't worry: changes won't apply retroactively and, if we make changes, we'll make every effort to let you know. You can keep track of changes to our terms by referring to the version and the date last updated at the top of the terms. Generally, we endeavour to provide you with 30 days' notice of material changes before they become effective, unless we need to make immediate changes for reasons we don't have control over. When we notify you, we'll do it by email or by posting a visible notice through our services. If a change isn't material, we may not notify you. If you find a modified term unacceptable, you may terminate your subscription by giving the standard advance notice to **SPAplatform**.

52. Enforcement of terms: If there's any part of these terms that either one of us is unable to enforce, we'll ignore that part, but everything else will remain enforceable.

53. Interpretation: Words like 'include' and 'including' are not words of limitation and where anything is within our discretion, we mean our sole discretion.

Updated on 24/02/2023

54. Use of Curriculums: At times we will import educational curriculums into our software. Please note we have an obligation to notify you that the various curriculum authorities do not endorse or make any warranties towards our products.

The Victorian Curriculum F-10 Content

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You've now read our terms.

If you have any questions about these terms, please contact us at support@sreams.com.au.