

Consent2Go General Terms and Conditions

Thank you for visiting our website. This website is owned and operated by Consent2Go (ACN 149 360 743). By accessing and/or using this website and related services (**Services**), you agree to these Terms and Conditions, which include our Privacy Policy (available at <https://www.mcbschools.com/content/public/MCBSchoolsWebPrivacyPolicy.pdf>) (**Terms**). You should review our Privacy Policy and these Terms carefully and immediately cease using our website if you do not agree to these Terms.

In these Terms, 'us', 'we' and 'our' means MCB International Pty Limited. (trading as Consent2Go)

1 Registration

You must be a registered member to access certain features of our website.

In order to become a member you must be one of the following:

- A relationship manager (**Relationship Manager**) of a school that is currently party to a services agreement with us (**Relationship School**);
- A nominee of a Relationship Manager (together, **School Nominee**);
- A current or past student (**Student**) of a Relationship School or a school that was party to a services agreement with us (**Past Relationship School**); or
- The parent or guardian of a Student (**Parent/Guardian**).

Students members that under the age of 18 (**Minor Students**) will only be entitled to an account that only allows viewing of certain information that relates to that Student. Student members that are at least 18 years of age (**Adult Students**) will be allowed additional functionality.

When you register and activate your account, you will provide us with personal information such as your name, email address and telephone number and any other information provided by you and/or requested by your school. You must ensure that this information is accurate and current. We will handle all personal information we collect in accordance with our Privacy Policy (available at <https://www.mcbschools.com/content/public/MCBSchoolsWebPrivacyPolicy.pdf>)

When you register and activate your account, you are responsible for ensuring the login to the mailbox linked to this account and its password are secure and you are responsible for all use and activity carried out under this account (email address).

To create a Parent/Guardian account, an Adult Student account or a School Nominee account you must be:

- at least 18 years of age;
- possess the legal right and ability to enter into a legally binding agreement with us; and
- agree and warrant to use the website in accordance with these Terms.

If you are under the age of 13 years, you may not create an account or register as a member. If you are 13 or older but under the age of 18, you represent that you have reviewed these Terms with your parent or legal guardian to make sure that you and your parent or legal guardian understand these Terms. If you are a parent or guardian permitting a person under the age of 18 (a **Minor**) to create an account, you agree to:

- exercise supervision over the Minor's use of our website and account;
- assume all risks associated with the Minor's use of our website and their account, including the transmission of content or information to and from third parties via the Internet;

- ensure that the content and information that the Minor may encounter on our website are suitable for the Minor;
- assume liabilities resulting from the Minor's use of our website and their account;
- ensure the accuracy and truthfulness of all information submitted by the Minor; and
- provide the consents contained in these Terms on behalf of the Minor.

We may ask you to confirm that you have your parent's or guardian's permission and that they have agreed to these Terms on your behalf, and, even if we do not do this, we will assume that this is the case and will provide access to our website and your account on this basis.

2 Collection notice

We collect personal information about you in order to provide you with the Services and for purposes otherwise set out in our Privacy Policy available at <https://www.mcbschools.com/content/public/MCBSchoolsWebPrivacyPolicy.pdf>.

We may need to disclose that information to third parties that help us deliver our services (including information technology suppliers, communication suppliers and our business partners) or as required by law. These third parties will be associated with the school and or its governing body of the student. If you do not provide this information, we may not be able to provide all of the Services to you.

Our Privacy Policy explains: (i) how we store and use, and how you may access and correct your personal information; (ii) how you can lodge a complaint regarding the handling of your personal information; and (iii) how we will handle any complaint, and (iv) how we manage data security in the event of a breach. If you would like any further information about our privacy policies or practices, please contact us at privacy@consent2go.com with the subject line of Privacy.

By providing your personal information to us, you consent to the collection, use, storage and disclosure of that information as described in the Privacy Policy and these Terms.

At any time, you may request that we delete your personal information and other data that relates to your account by contacting us at contactus@consent2go.com. Such a request will need to be initiated through the school. The requests can be made by an Adult Student (in relation to their own data) or by a Parent/Guardian (in relation to the data of a Minor Student).

3 Accuracy, completeness and timeliness of information

The information on our website is not comprehensive and is intended to provide a summary of the subject matter covered. While we use all reasonable attempts to ensure the accuracy and completeness of the information on our website, to the extent permitted by law, including the Australian Consumer Law, we make no warranty regarding the information on this website. You should monitor any changes to the information contained on this website.

We are not liable to you or anyone else if interference with or damage to your computer systems occurs in connection with the use of this website or a linked website. You must take your own precautions to ensure that whatever you select for your use from our website is free of viruses or anything else (such as worms or Trojan horses) that may interfere with or damage the operations of your computer systems.

We may, from time to time and without notice, change or add to the website (including the Terms) or the information, products or services described in it. However, we do not undertake to keep the website updated. We are not liable to you or anyone else if errors occur in the information on the website or if that information is not up-to-date.

4 Accessing data from other websites

In order to provide you with the Services, your profile might access certain data from other websites which is stored on different servers in various locations within Australia that are owned and operated by us. These Terms apply to any such data.

5 Representations regarding information that you provide

You are responsible for your user content (**Your Content**). You represent and warrant that Your Content is truthful and accurate; and that Your Content does not violate these Terms or any applicable laws.

You assume all risks associated with Your Content, including anyone's reliance on its quality, accuracy, or reliability, or any disclosure by you of information in Your Content that makes you personally identifiable. While we reserve the right to remove content, we do not control actions or content posted by our users and do not guarantee the accuracy, integrity or quality of any content. You acknowledge and agree that content posted by users and any and all liability arising from such content is the sole responsibility of the user who posted the content, and not us.

6 Promotions and competitions

For certain campaigns, promotions or contests, additional terms and conditions may apply. If you want to participate in such a campaign, promotion or contest, you need to agree to the relevant terms and conditions applicable to that campaign, promotion or contest. In case of any inconsistency between such terms and conditions and these Terms, those terms and conditions will prevail.

7 Purchases

Separate terms and conditions of sale will apply in relation to any products and/or services that are sold through the website. If you want to purchase any such products and/or services, you need to agree to the relevant terms and conditions. In case of any inconsistency between such terms and conditions and these Terms, those terms and conditions will prevail.

In Australia, our products and services come with guarantees that cannot be excluded under the Australian Consumer Law. Nothing in these Terms or in any other terms and conditions that apply to the sale of such products and services purports to modify or exclude the conditions, warranties and undertakings, and other legal rights, under the Australian Competition and Consumer Act and other laws. Any and all other warranties or conditions which are not guaranteed by the Australian Consumer Law or the Competition and Consumer Regulation 2010 are expressly excluded where permitted, including liability for incidental or consequential damages caused by breach of any express or implied warranty or condition.

8 Intellectual property rights

Unless otherwise indicated, we own or license from third parties all rights, title and interest (including copyright, designs, patents, trademarks and other intellectual property rights) in this website and in all of the material (including all text, graphics, logos, audio and software) made available on this website (**Content**).

Your use of this website and use of and access to any Content does not grant or transfer any rights, title or interest to you in relation to this website or the Content. However, we do grant you a licence to access the website and view the Content on the terms and conditions set out in this Agreement and, where applicable, as expressly authorised by us and/or our third party licensors.

Any reproduction or redistribution of this website or the Content is prohibited and may result in civil and criminal penalties. In addition, you must not copy the Content to any other server, location or support for publication, reproduction or distribution.

All other use, copying or reproduction of this website, the Content or any part of it is prohibited, except to the extent permitted by law. However, notwithstanding the above, you are permitted to make copies of personal information that pertains to you.

9 No commercial use

This website is for your personal, non-commercial use only. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, create derivative works from, transfer, or sell any Content, software, products or services contained within this website. You may not use this website, or any of its Content, to further any commercial purpose, including any advertising or advertising revenue generation activity on your own website.

10 Unacceptable activity

You must not do any act that we would deem to be inappropriate, is unlawful or is prohibited by any laws applicable to our website, including but not limited to:

- any act that would constitute a breach of either the privacy (including uploading private or personal information without an individual's consent) or any other of the legal rights of individuals;
- using this website to defame or libel us, our employees or other individuals;
- uploading files that contain viruses that may cause damage to our property or the property of other individuals;
- posting or transmitting to this website any non-authorised material including, but not limited to, material that is, in our opinion, likely to cause annoyance, or which is defamatory, racist, obscene, threatening, pornographic or otherwise or which is detrimental to or in violation of our systems or a third party's systems or network security.

If we allow you to post any information to our website, we have the right to take down this information at our sole discretion and without notice.

11 Warranties and disclaimers

To the maximum extent permitted by law, including the Australian Consumer Law, we make no warranties or representations about this website or the Content, including but not limited to warranties or representations that they will be complete, accurate or up-to-date, that access will be uninterrupted or error-free or free from viruses, or that this website will be secure.

We reserve the right to restrict, suspend or terminate without notice your access to this website, any Content, or any feature of this website at any time without notice and we will not be responsible for any loss, cost, damage or liability that may arise as a result.

12 Liability

To the maximum extent permitted by law, including the Australian Consumer Law, in no event shall we be liable for any direct and indirect loss, damage or expense – irrespective of the

manner in which it occurs – which may be suffered due to your use of our website and/or the information or materials contained on it, or as a result of the inaccessibility of this website and/or the fact that certain information or materials contained on it are incorrect, incomplete or not up-to-date.

13 Severability

If any provision of these Terms is deemed unlawful, invalid, or unenforceable by a judicial court for any reason, then that provision shall be deemed severed from these Terms, and the remainder of the Terms shall continue in full force and effect.

14 Spam

We may include electronic addresses in our website to facilitate communication. This is not to be inferred as consent by us or the relevant addressees to receiving unsolicited commercial electronic messages or spam.

15 Partnership or agency

None of the provisions of these Terms shall be deemed to constitute a partnership or agency between you and us and you shall have no authority to bind us in any form or manner, whatsoever.

16 Carrier rates may apply

By accessing the Services through a mobile or other device, you may be subject to charges by your Internet or mobile service provider, so check with them first if you are not sure, as you will be responsible for any such costs.

17 Modification to Terms

We reserve the right to change the Terms at any time and we shall notify you by posting an updated version of these Terms on our website. You are responsible for regularly reviewing these Terms. Continued use of our service after any such changes shall constitute your consent to such changes.

18 Jurisdiction and governing law

Your use of the website and these Terms are governed by the law of Western Australia and you submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in Western Australia.

Contact Us

If you have any questions about these Terms or wish to obtain additional information, please contact us at contactus@consent2go.com