



## Consent2Go End User Terms and Conditions

MCB International Pty Limited (ACN 149 360 743), trading as Consent2Go, is an Australian owned and operated private entity, providing Consent2Go (the “**Product**”), a software solution for schools. This End User Terms and Conditions Agreement and the Consent2Go Privacy Policy (the “**Terms**”) is a legal agreement between you, the end user (“**You**”), and Consent2Go. These End User Terms and Conditions provide guidance on the use of the Product, including limitations on use, governing law, and copyright. If You do not agree with the terms outlined in this agreement, You must discontinue the use of the Product immediately.

By accessing and/or using the Product and related services (the “**Services**”), You agree to these Terms and Conditions, which include Our Privacy Policy (available at <https://www.mcbschools.com/content/public/MCBSchoolsWebPrivacyPolicy.pdf>) (the “**Terms**”). Continual Use of the Product is treated as tacit agreement to the Terms. You should review Our Privacy Policy and this agreement carefully, and immediately cease using the Product if You do not agree to these Terms.

In the Terms, 'Us', 'We' and 'Our' refers to MCB International Pty Limited.

### 1. Registration

You must be a registered user to access certain features of Our Product. In order to become a user, 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**”).

When You register and activate Your account, You will provide Us with personal information such as Your name, email address, 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:

- An age deemed under Australian and New Zealand law to competently self-manage Your own information.
- Agree and warrant to use the Product in accordance with these Terms.

### 2. Collection Notice

We collect personal information about You in order to provide the Services, and for purposes otherwise outlined in Our Privacy Policy, which is made available at <https://www.mcbschools.com/content/public/MCBSchoolsWebPrivacyPolicy.pdf>.

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. If You would like any further information about Our privacy policies or practices, please contact Us at [contactus@mcbaustralia.com](mailto:contactus@mcbaustralia.com) with the subject line of Privacy.

Under no circumstance will Consent2Go use any Personal Data collected in the process of its business

operations and provide it to any third parties. Consent2Go guarantees that all data captured in the process of its business operations will never be utilised for a purpose beyond the scope of its service provision. The scope of services provided may also be subject to variation in agreements between schools and Consent2Go.

### **3. Accuracy, completeness and timeliness of information**

The information on Our Product may not always be comprehensive. Consent2Go relies on the input of reliable information, often beyond the scope of Our control. While We use all reasonable attempts to ensure the accuracy and completeness of the information on Our Product, to the extent permitted by law, including the Australian Consumer Law, We make no warranty regarding the information on this Product. You should monitor any changes to the information contained in this Product.

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 Product or a linked website. You must take Your own precautions to ensure that whatever You select for Your use from Our Product is free of viruses or anything else 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 Product (including the Terms) or the information, products or services described in it. However, We do not undertake to keep the Product updated. We are not liable to You or anyone else if errors occur in the information on the Product or if that information is not up to date.

### **4. 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.

### **5. School 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.

### **6. Linked websites within Consent2Go**

Our website may contain links to websites operated by third parties. These links are provided for convenience, for services such as address validation, and no personal information will ever be communicated to third parties through linked sites, under any circumstance. Unless expressly stated otherwise, We do not endorse and are not responsible for the content on those linked websites and have no control over or rights in those linked websites. Use of linked websites within Consent2Go are subject to the terms of use and privacy policy contained in the individual linked websites.

## 7. 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 software 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.

## 8. No commercial use

This Product 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 Product, or any of its Content, to further any commercial purpose, including any advertising or advertising revenue generation activity on your own website.

## 9. Unacceptable activity

You must not act in any way We would deem to be inappropriate, unlawful, or is prohibited by any laws applicable to Our Product, including but not limited to:

- a. 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;
- b. uploading files that contain viruses that may cause damage to Our property or the property of other individuals;
- c. posting or transmitting to this website any non-authorized material including, but not limited to, material that is, in Our opinion, 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.

## 10. Warranties and disclaimers

To the maximum extent permitted by law, including the Australian Consumer Law, We make no warranties or representations about this Product 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 Product will be secure.

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

## 11. 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.

## 12. 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.

## 13. Spam

We may include electronic addresses in Our Product 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.

## 14. 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.

## 15. 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.

## 16. 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 Product or 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.

## 17. Jurisdiction and governing law

Your use of the Product 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.

## 18. Contacting Consent2Go

You are entitled to seek further clarification or information regarding Consent2Go's Terms. Should you have any questions about these Terms or wish to obtain additional information, please contact Us at [contactus@mcbaustralia.com](mailto:contactus@mcbaustralia.com).

## Appendix 1 - Definitions

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**Content, Your** – (“Your Content”) refers to content uploaded onto Consent2Go by the end user.

**Content** – (“Content”) refers to all resources and material provided on the Product, which may include, but is not limited to text, graphics, logos, audio and software.

**Personal Information** - Consent2Go defines ‘personal information’ (“Personal Information”) in accordance with the [Australian Privacy Act \(Cth\) 1988](#). Under the Act, ‘personal information’ refers to a broad range of information which could lead to ascertaining the identity of an individual. The Act classifies personal information into two categories: personal and sensitive information. Consent2Go stores personal information, such as an individual’s name, address, contact information, and date of birth, and sensitive information such as health records. In order to safeguard all personal and sensitive information, Consent2Go operates under a complex data classification policy which assesses the sensitivity of data and assigns appropriate security protocols based on data sensitivity.

**Parent/Guardian** – (“Parent/Guardian”) refers to the parent or legal guardian of a student whose information is stored



on the software.

**Product** – (“Product”) refers to Consent2Go, the software solution provided by MCB International Pty Ltd trading as Consent2Go.

**Services** – (“Services”) refers to all the services and functionality provided by the Product.

**Terms** – (“Terms”) refers to both the Consent2Go End User Terms and Conditions, and the Consent2Go Privacy Policy.