
TRAP ED

TERMS AND CONDITIONS

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In these terms and conditions, “we” “us” and “our” refers to The App Shop Pty Ltd, Trap Ed Pty Ltd or associated entities. We are the developers of the “Trap Ed” application software, program, workshop, website and associated materials. Your access to and use of all information on this application and website (referred to as Software) including purchase of our service/s is provided subject to the following terms and conditions.

We reserve the right to amend this Notice at any time and your use of the Software following any amendments will represent your agreement to be bound by these terms and conditions as amended. We therefore recommend that each time you access our Software you read these terms and conditions.

Our Services

1. Our services are provided to user over the age of six (6) years. However, by proceeding to purchase through our website, you acknowledge that you are over eighteen (18) years of age. If you are under the age of eighteen (18) years then your parent or guardian must consent to these terms and conditions.
2. All prices are in Australian Dollars (AUD) and are inclusive of GST. We endeavour to ensure that our price list is current. Our price list can be accessed from our home page and we reserve the right to amend our prices at any time.

Site Access

3. When you visit our website, we give you a limited licence to access and use our information for personal use.
4. You are permitted to download a copy of the Software to your computer, tablet or smartphone for your personal use only provided that you do not delete or change any copyright symbol, trade mark or other proprietary notice. Your use of our content in any other way infringes our intellectual property rights.
5. Except as permitted under the *Copyright Act 1968 (Cth)*, you are not permitted to copy, reproduce, republish, distribute or display any of the software, applications, information or any materials on this website without our prior written permission.
6. The licence to access and use the software, application, information or any materials on our website does not include the right to use any data mining robots or other extraction tools. The licence also does not permit you to metatag or mirror our website without our prior written permission. We reserve the right to serve you with notice if we become

- aware of your metatag or mirroring of our software, application, website or materials.
7. Wherein you access forums or message posting areas in the Software, you agree not to post any content intended to harm or likely to harm to others, this specifically includes any content you post relating to but not limited to material of: harassing, racist, sexist, defamatory, illegal, bullying or pornographic nature.
 8. Any content that breaches clause 7 will removed from the Software and website at our sole discretion and we also reserve the right to cancel or block user accounts from people posting these kinds of material.
 9. We will comply and assist police and government organisations in situations of content breaching criminal laws.
 10. We reserve the right to share your personal data, results and posts with your parents and guardians wherein the user is a primary or high school student.

Hyperlinks

11. This website may from time to time contain hyperlinks to other websites. Such links are provided for convenience only and we take no responsibility for the content and maintenance of or privacy compliance by any linked website. Any hyperlink on our website to another website does not imply our endorsement, support, or sponsorship of the operator of that website nor of the information and/or products which they provide.
12. Linking our website is not permitted unless a written consent is provided by us. We reserve the right to serve you with notice if we become aware of any unauthorised linking.

Intellectual Property Rights

13. The copyright to all content in this Software including applets, graphics, images, track pixels, layouts and text belongs to us or we have a licence to use those materials.
14. All trade marks, brands and logos generally identified either with the symbols TM or ® which are used in this Software are either owned by us or we have a licence to use them. Your access to our Software does not license you to use those marks in any commercial way without our prior written permission.
15. Please note that the questions and content posted in the Software is in some cases content redistributed under the license from the relevant Government & Non Govt Authorities. You are not permitted to reproduce or post this content anyway without the express consent of the original copyright owner.
16. Wherein school logos are displayed in the Software, you are not permitted to reproduce these school logos without approval of the particular school.

Schools

17. Schools may receive identified data sets of performances of students using the Software however it is up to the user's discretion whether their identity is to be relayed to the relevant School or respective teachers.
18. Schools are responsible for actions and content of any teachers using the Software.

Apple and Google Stores

19. This Agreement is between you and The App Shop IP Pty Ltd, and not Apple, Inc. or Google Inc (jointly and separately referred to as "Marketplaces"). Notwithstanding the foregoing, you acknowledge that Apple and its subsidiaries are third party beneficiaries of this Agreement and Marketplaces has the right to enforce this Agreement against you. The Operator, not Marketplaces, is solely responsible for Software except where otherwise stated in these terms and conditions.

Disclaimers

20. Whilst we take all due care in providing our services, we do not provide any warranty either express or implied including without limitation warranties of merchantability or fitness for a particular purpose.
21. To the extent permitted by law, any condition or warranty which would otherwise be implied into these terms and conditions is excluded.
22. We also take all due care in ensuring that our website is free of any virus, worm, Trojan horse and/or malware, however we are not responsible for any damage to your computer system which arises in connection with your use of our website or any linked website.
23. We are in no way liable for errors or inaccuracies in content supplied to us and used in the Software. If you detect an error in the content, please report the error to us and will use best endeavours to correct them.
24. We bear no liability for user comments or suggestions posted in forums or in any social media associated with the Software or us.

Statutory Guarantees and Warranties to Consumers

25. Schedule 2 of the Competition and Consumer Act 2010 ("**C&C Act**") defines a consumer. Under the C&C Act we are a supplier of either goods or services or both to you, and as a consumer the C&C Act gives you statutory guarantees. Attached to the Standard Terms and Conditions are:
 - a. Schedule 2 of the C&C Act; and
 - b. those statutory guarantees, all of which are given by us to you if you are a consumer.
26. If you are a consumer within the meaning of Schedule 2 of the C&C Act of our goods or

services then we give you a warranty that at the time of supply of those goods or services to you, if they are defective then:-

- a. We will repair or replace the goods or any part of them that is defective; or
- b. Provide again or rectify any services or part of them that are defective; or
- c. Wholly or partly recompense you if they are defective.

27. As a consumer under the C&C Act you may be entitled to receive from us notices under Schedule 2 section 103 of the C&C Act. In that regard:-

- a. If you are a consumer within the meaning of Schedule 2 of the C&C Act and the goods or services we are providing relate to the repair of consumer goods then we will give you any notice which we are obliged to give you under Schedule 2 section 103 of the C&C Act.
- b. If we are a repairer of goods capable of retaining user-generated data then we hereby give you notice that the repair of those goods may result in the loss of the data.
- c. If we are a repairer and our practice is to supply refurbished goods as an alternative to repairing your defective goods or to use refurbished parts in the repair, then we give you notice that the goods presented by you to us for repair may be replaced by refurbished goods of the same type rather than being repaired. We also give you notice that we may use in the repair of your goods, refurbished parts.

Limitation of Liability

28. If you are not a consumer within the meaning of Schedule 2 of the C&C Act then this clause applies to you. If you are a consumer within the meaning of the C&C Act then this clause has no effect whatsoever to in any way limit our liability or your rights. If you are not a consumer:-

- a. To the full extent permitted by law, our liability for breach of an implied warranty or condition is limited to the supply of the services again or payment of the costs of having those services supplied again.
- b. We accept no liability for any loss whatsoever including consequential loss suffered by you arising from services we have supplied.
- c. We do not accept liability for anything contained in the post of a user or in any form of communication which originates with a user and not with Us.
- d. We do not participate in any way in the transactions between our users.

Indemnity

29. By accessing our Software, you agree to indemnify and hold us harmless from all claims, actions, damages, costs and expenses including legal fees arising from or in connection with your use of our website and our software, or App.

Jurisdiction

30. These terms and conditions are to be governed by and construed in accordance with the laws of New South Wales, Australia and any claim made by either party against the other which in any way arises out of these terms and conditions will be heard in New South Wales, Australia and you agree to submit to the jurisdiction of those Courts.
31. If any provision in these terms and conditions is invalid under any law the provision will be limited, narrowed, construed or altered as necessary to render it valid but only to the extent necessary to achieve such validity. If necessary the invalid provision will be deleted from these terms and conditions and the remaining provisions will remain in full force and effect.

Privacy

32. We undertake to take all due care with any information which you may provide to us when accessing our website, software or App. However we do not warrant and cannot ensure the security of any information which you may provide to us. Information you transmit to us is entirely at your own risk although we undertake to take reasonable steps to preserve such information in a secure manner.
33. Our compliance with privacy legislation is set out in our separate Privacy Policy which may be accessed from our home page, website, or in the Software.