

Janison Exam Management (JEM) Pty – ICAS Assessments™

TERMS AND CONDITIONS

Background

This Agreement sets out the Terms and Conditions (**Terms**) upon which Janison Solutions Pty Ltd (ACN 081 897 494) of Level 1, 80 Bay St, Ultimo, NSW 2007 (**Janison, us, we**) through its division, Janison Exam Management (**JEM**), will allow bookings at our examination facilities for private student(s) who wish to sit an ICAS Assessments™ test and participate in the annual ICAS Competitions. By making a purchase, parents or guardians on behalf of the participating students (also referred to as '**you**' throughout this Agreement) acknowledge, understand and accept these Terms for booking a test sitting date for a student to take an ICAS test.

Janison reserves the right to amend these Terms at any time. All amendments to these Terms will be notified in writing to you or posted on our website found at <https://www.icasassessments.com/support-icas>. You acknowledge that it is your responsibility to regularly check for updates to these Terms. Your continued use of the ICAS Assessments Shop after any updated terms and conditions have been posted will be deemed to constitute your acceptance of those updated terms and conditions.

Description of product

ICAS Assessments are designed to recognise and reward academic excellence. Students are assessed on their ability to apply classroom learning to new contexts using higher-order thinking and problem-solving skills. ICAS Assessments are based on the curricula for the relevant school year and are delivered exclusively in an online format.

Pursuant to these Terms, you may purchase ICAS Assessments tests and past papers through the ICAS Assessments Shop found at <https://shop.icasassessments.com/>

General Terms and Conditions

1 Purchasing process

- 1.1 You may only book an ICAS test for a student through JEM if:
 - 1.1.1 The participating student is currently enrolled in an Australian school;
 - 1.1.2 The participating student selects the product year level corresponding to the year level in which they are currently enrolled; and
 - 1.1.3 The school in which the student is enrolled is not participating in the ICAS Assessment for the applicable subject in which the student wishes to participate at a JEM testing centre.



- 1.2 To make a booking with JEM in available locations, you must:
 - 1.2.1 register the student details through the ICAS Assessment Shop; and
 - 1.2.2 submit an Order through the JEM testing centre page.
- 1.3 ICAS Assessments online bookings are available on a first-come-first-serve basis. Once bookings have reached the maximum capacity for a given subject, additional booking windows may be opened at Janison's discretion.
- 1.4 Participating students must ensure they are available to attend on the date(s) and at the time(s) selected, as changing to an alternate date and/or time may not be possible due to capacity limitations at the JEM testing centres.
- 1.5 Parents or guardians who purchase the incorrect assessment level, and wish to amend their initial online order, must email Jexams@janison.com to request any changes as soon as possible.

2 Payment of the Prices and Administrative Fees

- 2.1 Prices for the ICAS Assessments tests and Administrative Fees are set out on the ICAS Assessments Shop.
- 2.2 The Prices listed on our ICAS Assessment Shop are inclusive of GST.
- 2.3 At the time of purchase, you must pay for the total amount due by credit card.
- 2.4 Janison retains the right to change the prices on our ICAS Assessment Shop without notice.

3 Delivery of Product and Services

- 3.1 JEM will confirm the date and time for the booking to sit the selected ICAS Assessments upon receipt of payment.
- 3.2 At the conclusions of the ICAS Competitions, all Australian students who participated in ICAS tests at a JEM testing centre will receive an online and printed Certificate/s of Achievement. The printed certificate will be mailed to you by post. In order for the printed Certificate to be provided to you, it is your responsibility to ensure that the mailing address you are required to input at check-out is up to date and correct.



4 Use of Product and Conduct of Assessments

4.1 Participating students must:

- 4.1.1 bring their own hardware device to enable them to sit the ICAS Assessments tests. Supported hardware devices include the following:

- 4.1.1.1 Laptop,
- 4.1.1.2 Chromebook,
- 4.1.1.3 iPad,
- 4.1.1.4 Android Tablet.

Note 1: An external keyboard or mouse is not necessary for students using a tablet.

Note 2: The iPad mini is not supported.

Note 3: Chromebooks must be running as Managed Devices in Kiosk mode for assessments requiring the locked-down browser application.

Note 4: Devices must be connected to a single screen only.

- 4.1.2 have hardware with access to Google Chrome and one of the following supported operating systems:

- 4.1.2.1 Mac OSX 10.8+,
- 4.1.2.2 MS Windows 7, 8 or 10,
- 4.1.2.3 Chrome OS 38+,
- 4.1.2.4 iOS 10.3+,
- 4.1.2.5 Android 5+ (running Android System WebView);

- 4.1.3 bring their own compatible device to complete the ICAS tests. The JEM testing centre will not be responsible if a student is unable to sit the assessments because the student does not have a compatible device. Note: mobile phones/smartphones are not considered compatible devices to access ICAS tests;

- 4.1.4 ensure their device is compatible with the ICAS technical requirements, which can be found at <https://www.icasassessments.com/support/>;

- 4.1.5 use ICAS Assessments and the Janison Insights platform through your unique user account. We are not responsible for any unauthorised activity on your account. We reserve the right to refer fraudulent or abusive or illegal activity to the relevant authorities;

- 4.1.6 not interfere or disrupt any technological protection measures on the Janison Insights platform; or

- 4.1.7 not combine, integrate or otherwise use the Janison Insights platform with any other application, device, system or thing other than as set out in these terms and conditions.



- 4.2 The JEM testing centre will provide access to a WIFI network for all students participating in the ICAS tests.

5 Intellectual Property

- 5.1 Janison and any of our third parties own all copyright and other intellectual property rights in the online and printed versions of the ICAS Assessments tests and Janison Insights. Nothing in this Agreement transfers any right, title or interest in the intellectual property rights of Janison and any third party to you.
- 5.2 Students must not produce, transmit, communicate, adapt, distribute, license, sell, modify or publish or otherwise use, any part of the ICAS Assessments material without our written permission. This material includes, but is not limited to, the content, design, layout, look, text, appearance, and images.
- 5.3 Unauthorised use of the ICAS Assessments test content and the Janison Insights platform or any materials in which intellectual property rights subsist may give rise to a claim for monetary compensation or criminal action.

6 Cancellations and Refunds

- 6.1 If JEM is unable to deliver an ICAS test during a Sitting Period due to reasons within JEM's reasonable control, JEM will provide the student with an alternative test date/s within the official ICAS testing period. If an alternative test date is to be provided, JEM will notify you in writing via the email address supplied by you during the purchasing process. If the alternative test date is not suitable for you to attend, a refund will be provided to you.
- 6.2 A refund will generally not be provided to you if you or the student decides to withdraw from participating in the ICAS competition or have changed your mind.
- 6.3 In the event that an ICAS test or the Competition is cancelled due to government regulations, JEM will refund the Fees relating to the ICAS tests relevant to the cancellation to you.
- 6.4 The refund may take up to 30 days and a processing fee of \$7.00 per refund will be deducted from the total amount.
- 6.5 Nothing in this Clause 6 will exclude your right to a refund under any implied consumer guarantee, condition, or warranty under the Australian Consumer Law.



7 Personal Information

- 7.1 Janison will collect Students' Personal Information for the purpose of:
- 7.1.1 delivering the ICAS Assessments tests to the participating student; and
 - 7.1.2 generating reports.
- 7.2 With respect to each student who sits an assessment, JEM will need to collect Personal Information relating to the student and disclose such Personal Information to Janison for the purposes only as set out in clause 7.1.
- 7.3 When registering to sit for an ICAS Assessment, parents or guardians must provide JEM with written consent to collect the student's Personal Information for the purposes set out in clause 7.1. Parents or guardians must read the Privacy Collection Statement – Attachment A to these General Terms and Conditions.
- 7.4 Personal Information includes:
- 7.4.1 Full Name
 - 7.4.2 Date of Birth
 - 7.4.3 School Name/School suburb
 - 7.4.4 School Year
 - 7.4.5 Address provided on payment
 - 7.4.6 Email & contact number provided on payment

8 Account Set-up Process and Access to the Product Platform

- 8.1 JEM will set up the student account and access to Janison Insights on the day of the assessment. At the relevant time, participating students will be granted access to the Assessments purchased during the registration period.
- 8.2 Participating students, parents or guardians will be given access to the Results Portal, once the reports are finalised and made available to Australian schools.
- 8.3 A test sitting will take place when a student commences an Assessment, irrespective of whether the student completes the Assessment.
- 8.4 Student's access to the Janison Insights platform may be suspended or restricted:
- 8.4.1 following any breach of this Agreement by the student; or
 - 8.4.2 if the participating student commits a test violation or misconduct.



9 Eligibility for Medals

- 9.1 If the ICAS test subject/s and year level the student is sitting at a JEM testing centre is not offered at the student's school, the student will be eligible to compete for a medal when sitting that test at a JEM testing centre.
- 9.2 If the student has sat for the same ICAS test subject and year level at his/her school and subsequently at a JEM testing centre, only their results obtained from the ICAS test taken at their school will be eligible for a medal (provided that the student has received a top score).
- 9.3 A student may sit in different subjects at different locations (e.g. ICAS English at School, and ICAS Mathematics at a JEM testing centre). The student is eligible to compete for an ICAS medal for both sittings provided that the subjects sat at the JEM testing centre are not offered by the school.

Attachment A – Privacy Collection Statement

We are aware of our responsibility to protect the identity of, and all information relating to, children, and students in general, from disclosure and consequently Janison does not:

- *collect any personal information or data of children other than as required for the purposes of completion of the assessment, test or exam;*
- *transfer any personal information or data obtained during the delivery of assessments, tests or exams conducted in Australia to any jurisdiction outside of Australia other than with the specific consent of the person, or his or her parent or guardian;*
- *transfer any personal information or data obtained during the delivery of assessments, tests or exams conducted in other international regions out of the child's jurisdiction other than with the specific consent of the person, or his or her parent or guardian;*
- *share any personal information or data relating to children or students with any third parties (other than a third party whose services are necessary for servicing our products, e.g. print/distribution companies, medal engraving, etc.) except with the specific consent of the person, or his or her parent or guardian;*
- *use any personal information or data relating to children or students for marketing purposes.*

We may retain personal information and data relevant to a child for their future purposes or for research purposes by Janison for the duration of the school life-cycle of the child. However, if you or your child at any time wish to have their personal information or data removed from our systems, they or you may opt out by simply contacting our Privacy Officer at privacy@janison.com.

