

Terms & Conditions for the Subscription to, and Use of, the iDeal[®] Platform Powered by Learning MATTERS Limited

Dated: February 2025

Thank you for your interest in subscribing to the iDeal Platform and related services. Once you have signed and returned these Terms and Conditions, you will be given access to the appropriate sections of the iDeal Platform matching your subscription(s).

Please read and understand the following, which provide the details of how you may use the platform, and resources contained within. Upon accessing the iDeal Platform for the first time, you will be required to agree to a condensed electronic version of these Terms and Conditions by ticking an "I agree" box. If you cannot agree to these Terms and Conditions ("Terms"), you will not gain access to the iDeal Platform.

The Definitions section can be found at the end of this document.

1. Registering a School / Educational Provider in the iDeal Platform

- 1.1 An authorised person for the School, or Educational Provider, will provide the appropriate information to enable a School to be created in the iDeal Platform. At least one individual will be registered to be an Administrator for the School. This person will have the highest level of rights and responsibilities in relation to the iDeal account.
- 1.2 Learning MATTERS Limited has obtained the appropriate authority from the Ministry of Education under Schedule 24 of the Education and Training Act 2020 for the use of National Student Numbers on the iDeal Schools Platform. The School will provide each student's National Student Number (NSN) to act as their unique identifier within the iDeal Schools Platform. Learning MATTERS Limited will keep this information in the strictest confidence, adhering to the Privacy Act 2020. National Student Numbers will be solely used for the purposes agreed upon between Learning MATTERS Limited and the Ministry of Education.
- 1.3 National Student Numbers (NSN) will not be used within the iDeal Specialist Platform.

2. Creating an iDeal Account

- 2.1 Learning MATTERS Limited requires you to provide information that will be used to establish you as an iDeal User.
- 2.2 You take full responsibility for controlling how you manage your iDeal Account and login information.
- 2.3 By providing us with your email address, you consent to any information we send to you, including offers and other information about our products and services related to iDeal. You can unsubscribe from these emails at any time.
- 2.4 You must let us know of any changes to your contact details, payment details, or any other details that may be relevant to access the iDeal Platform.

3. iDeal User Roles and Access

- 3.1 As an iDeal User you can:
 - (a) access and use the iDeal Platform and content within (based on your subscription type, your user role and the level of access you've been granted)
 - (b) create, edit, view, upload, transmit and control Student Data
 - (c) share Student Data results with parents, caregivers, or stakeholders of the students
 - (d) read all communications from us in relation to the iDeal Platform
- 3.2 As an iDeal User you **must not**:
 - (a) share, loan, provide, or sell your confidential iDeal Login ID to any individual. This is considered a breach of these Terms and Conditions
 - (b) use your access to show or to demonstrate or educate other interested parties without prior consent from Learning MATTERS Limited
 - (c) use the iDeal Platform as a mechanism or tool in a role where you are providing professional learning services without prior consent from Learning MATTERS Limited
- 3.3 Every School Administrator is an iDeal User. The responsibilities may include, but are not limited to, the following:
 - a) creating, editing, and administrating the setup of individual iDeal student profiles

- b) compiling lists of multiple students to be added to the School and follow the upload process as advised by Learning MATTERS Limited assigning other iDeal User teachers within the School to the School Administrator role
- c) ensuring all iDeal Users adhere to these Terms, so they can use the iDeal Platform. The School Administrator is responsible for all the activity on the iDeal Account and when accessing and using the iDeal Platform. Login ID's and other authentication details must be kept secure. Learning MATTERS Limited are not responsible or liable for any acts or disclosure of information occurring due to unauthorised use. School Administrators must let us know if the security of any iDeal Account has been compromised.

4. Use of the iDeal Platform

- 4.1 Your annual fee enables single user access to, and use of the iDeal Platform. You control your iDeal Account and how you interact with the iDeal Platform. We grant you a non-exclusive and non-transferable right to use and access the iDeal Platform for educational purposes directly related to your employment in your School or educational provider and only as permitted in these Terms.
- 4.2 The iDeal Platform is a tool specifically developed to assist with the development of formative teaching practices in the area of Structured Literacy. Therefore, it is an expectation that it will be used for this purpose. Teachers / Educators are required to add students and to enter data onto the iDeal Platform to show they are using the platform for this purpose.
- 4.3 You must ensure that all Student Data collected, entered, uploaded, transmitted and used on the iDeal Platform is representative of Student Data obtained from your students through the assessment process.
- 4.4 Upgrades and updates may be introduced to the iDeal Platform. We will reasonably endeavour to ensure these will not affect the core functionality of the iDeal Platform.
- 4.5 You must not modify, copy, reverse-engineer, decompile or otherwise interfere with the iDeal Platform in any way.
- 4.6 You must not share, copy, modify, recreate or sell (for any purpose) resources, assessments, procedures, intellectual property associated with Learning MATTERS Limited and the iDeal Platform. This includes using iDeal intellectual property to create your own intellectual property. Doing so will

result in Learning MATTERS Limited revoking your iDeal subscription and may incur legal action and reparation.

- 4.7 We will make reasonable efforts to:
- a) maintain our systems associated with the iDeal Platform free from viruses and other harmful code
 - b) ensure the functionality of the iDeal Platform is performing in a professional, workmanlike manner compatible with educational practices

5. Payment for the iDeal Platform

- 5.1 iDeal Subscription fees are exclusive of GST and are payable annually, in advance, by direct debit.
- 5.2 Each subsequent Subscription fee must be paid before your renewal date to guarantee continual access to the iDeal Platform.
- 5.3 We have the right to review our fees annually and will notify you in writing 30 days before the price increase takes effect.

6. Terms and Termination

- 6.1 This Agreement will take effect upon the commencement date in the declaration below. At this time, you will receive login details to enable access to the iDeal Platform. Your access will continue until this agreement is terminated by either party.
- (a) No refunds are given on fees paid in advance, where you terminate this Agreement part way through the period for which you have paid.
- 6.2 If you commit a material breach of these Terms, we may terminate your subscription if:
- (a) we provide written notification to you about the material breach, and
 - (b) such material breach is not resolved within thirty (30) Business Days of notification, or in the case of a failure by you to pay annual fees in a timely manner after, a ten (10) Business Day late payment period.
- 6.3 In the event of an early termination for any reason, your access and use of the iDeal Platform shall cease immediately.
- 6.4 Once terminated, you must destroy and not use any previously downloaded

resources, assessments, procedures, and intellectual property from the iDeal Platform.

7. Aggregate / Anonymous Data

- 7.1 The School / Educational provider of the iDeal User owns the individual Student Data both entered and generated on the iDeal Platform.
- 7.2 Learning MATTERS Limited has the right to generate Aggregate / Anonymous Data. This data generation may occur during or after the term of this Agreement and in no way will allow an individual school, provider, iDeal user, or students to be identified or inferred. We may use this for purposes such as:
- (a) developing and improving our products and services
 - (b) analysing and gaining an understanding as to how the iDeal Platform is being used
 - (c) marketing the iDeal Platform
 - (d) generating and distributing reports, research, insights and other materials to third parties and other customers or users of the iDeal Platform, which may or may not be associated with you or your students
- 7.3 Learning MATTERS Limited will only disclose Aggregate / Anonymous Data externally in a de-identified form that does not identify you or your students, and that is stripped of all persistent identifiers. You are not responsible for our use of Aggregate / Anonymous Data.
- 7.4 We may collect and upload data from a third party (for example an SMS) provided that:
- (a) we have a data sharing or licence agreement in place with the third party or the third party is a user of the iDeal Platform and records Student Data directly on or through the iDeal Platform
 - (b) your user settings provide, or you have previously authorised us to collect data from the third party and you pay all applicable fees (if any) for collecting and uploading that third party's data into the iDeal Platform

8. Intellectual Property Rights and Student Data

- 8.1 As an iDeal User you will continue to own all your Student Data when you create your Student Data or enter or upload it into the iDeal Platform.

- 8.2 You are permitted to use and upload all your Student Data into a third-party management system or other system in an individual student report PDF format or a CSV file.
- 8.3 Copyright law applies, no iDeal content or intellectual property is to be used to recreate or create new material for any purpose by any iDeal User.
- 8.4 We grant you a non-transferable, revocable licence to use the iDeal Platform, iDeal Technology, Generated Content and related Intellectual Property Rights on a limited basis and to the extent necessary to:
 - (a) use the iDeal Platform and its contents
 - (b) download, use, save or print out information derived from the iDeal Platform, including Generated Content, directly related to your employment in your School or educational provider and only as permitted in these Terms
- 8.5 You must not screenshot or snip images of content on the iDeal Platform that is not downloadable.
- 8.6 You must not make any changes to the copyright and other intellectual property notices displayed in any of the content on the iDeal Platform.
- 8.7 Learning MATTERS Limited will retain all rights, title, and interest (including all Intellectual Property Rights) in and to the iDeal Platform and all information, materials and content related thereto and all modifications and derivative works.

9. Content Security

Learning Matters Limited is committed to ensuring that your privacy is protected. We comply with the [New Zealand Privacy Act 2020](#) (the "Act") when dealing with your personal information.

- 9.1 You acknowledge that:
 - (a) you transmit Student Data on and through the iDeal Platform at your own risk and given the nature of how Student Data is transmitted, we cannot guarantee the security of Student Data being transmitted
 - (b) if you become aware of any problems with the security of Student Data, you must immediately notify us of the problem by email

- 9.2 We will use all reasonable endeavours and precautions to keep Student Data secure once you have loaded Student Data on or through the iDeal Platform.
- 9.3 We use industry standard procedures to store, preserve, access and grant access to Student Data, including performing daily backups of data, which is retained for 31 Business Days for disaster recovery purposes. You acknowledge that we are not responsible or liable in any way for the failure to store, preserve, access, or grant access to Student Data that you transmit, store, archive or otherwise make available on the iDeal Platform.
- 9.4 We have no obligation to screen or monitor any Student Data provided by iDeal Users. If we become aware, or have any reason to believe that Student Data is violating these Terms or any laws or regulations, we may in our sole discretion remove and/or delete the applicable Student Data, suspend and/or terminate the iDeal Account.
- 9.5 We allow you to download, upload, store, or archive Student Data and generated content in the iDeal Platform as provided in these Terms.

10. Technical Requirements and Restricted Use

- 10.1 You agree that your equipment, operating system, browser and software meet the minimum standards determined by us (latest version of Chrome Browser). You will be responsible for all costs associated with any change to your systems and/or data required to meet our technical and/or data standards.
- 10.2 The minimum and technical data standards may be altered by us. You agree that we can revise those required technical or data standards (in whole or in part) so you can continue to use the iDeal Platform.
- 10.3 You agree to:
- (a) obtain all necessary rights, releases, and consents to allow Student Data to be collected, used, and disclosed on the iDeal Platform and grant us the rights set out in these Terms
 - (b) use the iDeal Platform in compliance with our Privacy Policy. You must read the Privacy Policy, which details how personal information is managed and forms part of these Terms
 - (c) not submit, collect, or use any personally identifiable information, other than personal information about those third parties who have consented to you using their personal information

- (d) not take any action that would cause us, the iDeal Platform, or the iDeal Technology (including Intellectual Property Rights) to become subject to any terms or obligations of a third party (including open-source license terms)
- 10.4 You acknowledge and will ensure that the collection, use and disclosure of Student Data will not violate any third-party rights, including intellectual property, privacy, or copyright .
- 10.5 All Student Data is controlled by you as an iDeal User. You must ensure that you do not hold or give us access to Student Data that relates to a third party, unless you are authorised to hold and disclose that information on behalf of a third party, or the information is already in the public domain.
- 10.6 If you receive any take down requests or infringement notices, relating to Student Data or your use of third-party products, you must stop using the related item with the iDeal Platform and notify us.
- 10.7 If we receive any take down requests or infringement notices relating to Student Data or your use of third-party products, we may respond in our sole discretion and will notify and consult with you on the next steps.
- 10.8 You must not sell, resell or provide to third parties any of the Student Data, Generated Content, materials or services provided by us on the iDeal Platform.
- 10.9 You indemnify us against all claims, costs, damages, and loss arising from your breach of any of these Terms or any obligation you may have to us, including (but not limited to) any costs relating to the recovery of any annual fees that are due but have not been paid by you.

11. Confidential Information

- 11.1 Each party will preserve the confidentiality of all Confidential Information of the other, obtained in connection with these Terms. Neither party will, without the prior written consent of the other, disclose or make any Confidential Information available to any person, or use the same for its own benefit, other than as stipulated in these Terms.
- 11.2 Each party's obligations under this clause will survive the termination of these Terms.

12. Warranties

- 12.1 You warrant that:

- (a) you have the power and authority to enter into these Terms to use the iDeal Platform
 - (b) the Student Data does not include any virus, worms, Trojan horse or other harmful, malicious or disabling code or device that is designed to damage or allow unauthorised access to the iDeal Platform
 - (c) the Student Data will not violate, infringe, misappropriate, or otherwise interfere with any copyright, trademark, trade secrets, right of privacy or publicity, or any other intellectual property rights, proprietary or any other right of any person or entity
 - (d) the Student Data will not contain any material which is unlawful, harmful, abusive, obscene, threatening, libellous or defamatory, false, or inaccurate, or violate any applicable local or international law
- 12.2 We give no warranty about the iDeal Platform. We do not warrant that the iDeal Platform will meet your requirements, or that they will be suitable for any particular purpose. For clarity, all terms, conditions, representations, and warranties are excluded to the maximum extent permitted by law.

13. Limitation of Liability

- 13.1 We exclude all liability to you (whether by damages or otherwise) for any consequential, economic or indirect loss or damage arising out of the Terms or use of the iDeal Platform. This exclusion applies whether liability arises in contract, tort (including negligence) or otherwise.
- 13.2 If you suffer loss or damage as a result of our negligence or failure to comply with these Terms, any claim made by you against us will be limited in respect of one incident, or series of connected incidents, to the annual fees paid by you in the previous 12 months.
- 13.3 We are not responsible for any failure to provide the iDeal Platform where such failure is caused, or contributed to, by an event outside our reasonable control.
- 13.4 We do not provide any guarantee and have no liability to you in respect of the communications and computer links between you and us.
- 13.5 If you are not satisfied with the iDeal Platform, your sole and exclusive remedy is to terminate these Terms.

14. International Access

- 14.1 We make no claim that the iDeal Platform or any Student Data may be lawfully viewed or downloaded outside of New Zealand. If you, as an iDeal User, access the iDeal Platform and Student Data outside New Zealand, then you are responsible for compliance with the laws of the applicable jurisdiction.

15. General

- 15.1 Neither party will be responsible for any act, omission or failure to fulfil its obligations under these Terms if such act, omission or failure arises from any cause reasonably beyond their control.
- 15.2 You acknowledge that you have carried out all appropriate investigations and relied on your own knowledge, or independent advice, or both, in assessing the risk, contingencies and circumstances that could affect your decision to enter into the Terms as an iDeal User and use of the iDeal Platform.
- 15.3 Any notice, document, request, demand, or other communication (“notices”) are to be given by the parties to each other by email or via the iDeal Platform. The email address for you and us are those specified during the registration process.
- 15.4 You may not assign or sublet your rights under these Terms without our prior consent, to be given in our sole discretion.
- 15.5 The Terms are governed by the laws of New Zealand, and you agree to submit to the exclusive jurisdiction of the courts of New Zealand.
- 15.6 Where any term or provision in the Terms is invalid, illegal, or otherwise contrary to statutory or common law rule, it shall be deemed replaced by a term or provision that is valid and enforceable and which comes closest to expressing the intention of the term replaced.
- 15.7 These Terms, together with our Privacy Policy, and the terms of any other notices or instructions given to you under these Terms, constitute the entire agreement between the parties and replace all prior agreements or undertakings between us.
- 15.8 The obligations set out under clauses 7, 8, 10.9 and 11.1 will continue in force notwithstanding termination or expiry of the Agreement.
- 15.9 **Changes to these terms:** We sometimes will decide to change these terms of use. Any changes won’t apply retrospectively 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. We will reasonably endeavour to provide you with 60 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 Learning MATTERS decides in its reasonable discretion that 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 Learning MATTERS.

16. Dispute Resolution

- 16.1 In the event of any claim or dispute arising under the Terms, we have the right to refer the matter to arbitration by a single arbitrator nominated by the President of the New Zealand Law Society, such arbitration to be otherwise carried out in accordance with the Arbitration Act 1996.

Definitions

In these Terms, unless the context otherwise requires:

- (a) “Aggregate / Anonymous Data” means data or information generated by aggregating data (including Student Data) so that results are non-personally identifiable with respect to the iDeal User.
- (b) “Agreement” means the agreement of these Terms for the access and use of the iDeal Platform.
- (c) “Business Day” means any day in which normal business operations are conducted, excluding weekends or public holidays.
- (d) “Confidential Information” means information in any form or medium (whether oral, written, electronic, or other) that the disclosing party considers or would reasonably consider confidential or proprietary, including information consisting of or relating to the disclosing party’s technology, trade secrets, know-how, business operations, designs, plans, strategies, customers, and pricing, and information, whether or not marked, designated, or otherwise identified as “confidential.”
- (e) “Generated Content” means all information, text, templates, reports, data, videos, charts, graphs, analysis, educational or technical data, materials or any other information and content or data that is created, processed or generated on the iDeal Platform, or arises from using or accessing the iDeal Platform.
- (f) “iDeal Account” means the user account and profile created in the iDeal Platform by Learning MATTERS Limited, which allows the iDeal User to log in and use the iDeal Platform.
- (g) “iDeal Platform” means all educational materials, information, software, resourcing tools, educational and operational processes, data collection tools, Generated Content, iDeal Technology, and all Intellectual Property rights, together with all other website platform and portal subscription services provided by Learning MATTERS Limited and made available at www.iDealLearningapproach.com.
- (h) “iDeal Technology” means the iDeal Platform, all existing, related or underlying documentation, technology, code, copyright, know-how, Generated Content, Aggregate/Anonymous Data and Intellectual Property Rights within and associated with the iDeal Platform. This includes anything (consultancy content and materials) delivered as part of supporting the iDeal Platform or any other services, any updates, modifications or derivative works of any of the foregoing.
- (i) “iDeal User” means a person who subscribes to use the iDeal Platform and is identified

as the holder of the iDeal Account. Each iDeal User has a unique User ID which enables Learning MATTERS Limited to identify each individual iDeal User.

- (j) “Intellectual Property Rights” means all industrial and intellectual property rights and interests (including common law rights and interests) of any kind including, but not limited to, copyright (including rights in computer software), trade mark, service mark, design, patent, data, trade secret, semi-conductor or circuit layout rights, trade, business, domain or company names, moral rights, know-how, processes, data entry protocols, or other proprietary rights (whether or not any of these are registered and including any application for registration).
- (k) “Learning MATTERS Limited” is referred to as “Us” or “We” in this document and is the company who owns and provides the website and subscription services on the iDeal Platform.
- (l) “Login ID” means your personal User ID, along with your confidential password, and is used to access the iDeal Platform. You must supply an active email address for your Login ID details. Your Login ID will allow you access to your School and the relevant portal on the iDeal Platform.
- (m) “School” means any school, or educational provider, that holds an iDeal Account and includes all students teachers and educators registered as iDeal Users, including all School Administrators authorised by the School. A School / Educational provider is a cohort within the iDeal Platform. A private educational business is classified as an educational provider for purposes of clarity.
- (n) “School Administrator” means the person, or persons, appointed on behalf of the School (as defined in m) to maintain the School cohort. The School Administrator has access to all parts on the School account in the iDeal Platform.
- (o) “Student Data” means any information, text, images, graphs, charts, data and any other information that is created by an iDeal User and entered or uploaded into the iDeal Platform.
- (p) “Student Information” is any personal information (in any format) that is directly related to any identifiable student and is subject to the Privacy Act 2020.
- (q) “Subscription Fees” means the annual fee payable by an iDeal User or School which covers the use of the iDeal Platform and all related services provided by Learning MATTERS Limited.
- (r) Subscription Type, including need for qualification to specialist section of the ideal platform.