



THEENTROPOLIS.COM TERMS OF USE

1. GENERAL

Please read these terms of use (“agreement”) carefully before using the services offered by Entropolis Pty Ltd (ACN 168 344 018) (“Entropolis”).

- a. By visiting this website or using the services in any manner, you agree that you have read and agree to be bound by and a party to the terms and conditions of this agreement to the exclusion of all other terms.
- b. If you do not unconditionally agree to all the terms and conditions of this agreement, you have no right to use the website or services.
- c. Access to the website and use of Entropolis’ services is expressly conditioned upon your assent to all the terms and conditions of this agreement, to the exclusion of all other terms.

This Agreement applies to schools, education organisations and related entities and organisations, including but not limited to administrators, instructors, and professors who access or use the Services on their behalf (each an “Educational Institution”), as well as all non- Educational Institution visitors, users, and others, including students, their parents and legal guardians, who use the Services (such individuals and Educational Institution, collectively, “you”).

If you’re an Educational Institution, Additional Terms of Use for Educational Institution also apply to you.

2. ACCESS TO THE SERVICES

- 2.1 The www.theentropolis.com website and domain name, the Entropolis branding landing pages; and the Futurepreneurs branded landing pages, Kidpreneur Ninjas branded landing pages and the Kidpreneur Challenge branded landing pages within it, and any other linked pages, features, content, or application services (including without limitation any mobile application services) offered from time to time by Entropolis in connection therewith (collectively, the “Website”) are owned and operated by Entropolis.
- 2.2 Entropolis also offers online education programs delivered on the OpenLearning.com platform. The program content is proprietary to Entropolis and is delivered in accordance with Open Learning Terms of Service [HERE](#)
- 2.3 Subject to the terms and conditions of this Agreement, Entropolis may offer to provide certain services, as described more fully on the Website, and that have been selected by you (together with the Website, the “Services”), solely for your own use, and not for the use or benefit of any third party. The term “Services” includes, without limitation, use of the Website, any service Entropolis performs for you and the Content (as defined below) offered by Entropolis on the Website.
- 2.4 Entropolis may change, suspend or discontinue the Services at any time, including the availability of any feature, database, or Content.
- 2.5 Entropolis may also impose limits on certain features and services or restrict your access to parts or all of the Services without notice or liability.
- 2.6 Entropolis reserves the right, in its sole discretion, to modify this Agreement at any time by posting a notice on the Website, or by sending you a notice.
- 2.7 You shall be responsible for reviewing and becoming familiar with any such modifications.

- 2.8 Your use of the Services following such notification constitutes your acceptance of the terms and conditions of this Agreement as modified.
- 2.9 Because some of our users may be interested in it, we have included some information below related to the Privacy Act requires that online service providers obtain parental consent before they knowingly collect personally identifiable information online from children who are under 13.
- 2.10 Therefore, we only collect personal information through the Services from a child under 13 where that student’s school, and/or teacher has agreed (via the terms described in the following paragraph) to obtain parental consent for that child to use the Services and disclose personal information to us or where the parent or legal guardian of a child has signed the child up to use the Services.
- 2.11 If you are a student under 13, please do not send any personal information about yourself to us if your school and/or teacher has not obtained this prior consent from your parent or guardian or if your parent or guardian has not signed you up to use the Service, and please do not send any personal information other than what we request from you in connection with the Services.
- 2.12 If we learn we have collected personal information from a student under 13 without parental consent being obtained by his or her parent, guardian, school and/or teacher, or if we learn a student under 13 has provided us personal information beyond what we request from him or her, we will delete that information as quickly as possible.
- 2.13 If you believe that a student under 13 may have provided us personal information in violation of this paragraph, please advise us immediately at hq@theentropolis.com.
- 2.14 If you are signing up for this service and creating accounts on behalf of student(s), you represent and warrant that you are either:
 - a. a teacher or school administrator or otherwise authorized by a school or district to sign up on behalf of students or
 - b. the parent of such student(s). If you are a school or teacher, you represent and warrant that you are solely responsible for complying with the Privacy Act meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the Services.
- 2.15 When obtaining consent, you must provide parents and guardians with these Terms, our Privacy Policy, and Entropolis Pty Ltd Additional Terms of Use for Educational Institution.
- 2.16 You must keep all consents on file and provide them to us if we request them.
- 2.17 If you are a teacher, you represent and warrant that you have permission and authorization from your school to use the Services as part of your curriculum, and for purposes of the Privacy Act compliance, you represent and warrant that you are entering into these Terms on behalf of your school.
- 2.18 You represent and warrant that you are of legal age to form a binding contract (or if not, you’ve received your parent’s or guardian’s permission to use the Services and gotten your parent or guardian to agree to these Terms on your behalf, as we described earlier, and also to agree to these Terms and their own behalf).



- 2.19 If you're agreeing to these Terms on behalf of an organization or entity (for example, if you're an administrator agreeing to these Terms on behalf of your school), you represent and warrant that you are authorized to agree to these Terms on that organization or entity's behalf and bind them to these Terms.
- 2.20 You also certify that you are legally permitted to use and access the Services and take full responsibility for the selection and use of and access to the Services.
- 2.21 This Agreement is void where prohibited by law, and the right to access the Services is revoked in such jurisdictions.

3. SERVICES CONTENT

- 3.1 The Services and its contents are intended solely for the personal, non-commercial use of Services by users and may only be used in accordance with the terms of this Agreement.
- 3.2 All materials displayed or performed on the Services (including, but not limited to text, graphics, articles, photographs, images, illustrations (also known as the "Content," and which includes User Submissions (as defined below) are protected by copyright.
- 3.3 You shall abide by all copyright notices, trademark rules, information, and restrictions contained in any Content accessed through the Services, and shall not use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purposes whatsoever any Content or third party submissions or other proprietary rights not owned by you:
 - a. without the express prior written consent of the respective owners; and
 - b. in any way that violates any third party right.
- 3.4 The Services are protected by copyright as a collective work and/or compilation, pursuant to Australian copyright laws, international conventions, and other intellectual property laws. You may not modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section), create derivative works based on, distribute, perform, display, or in any way exploit, any of the Content, software, materials, or Services in whole or in part.
- 3.5 You may download or copy the Content (and other items displayed on the Services for download) for personal non-commercial use only, provided that you maintain all copyright and other notices contained in such Content.
- 3.6 You shall not store any significant portion of any Content in any form. Copying or storing of any Content other than personal, non-commercial use is expressly prohibited without prior written permission from Entropolis or from the copyright holder identified in such Content's copyright notice.
- 3.7 If you link to the Website, Entropolis may revoke your right to so link at any time, at Entropolis' sole discretion. Entropolis reserves the right to require prior written consent before linking to the Website.
- 3.8 In the course of using the Services, you and other users may provide information which may be used by Entropolis in connection with the Services and which may be visible to certain other users. Anything you post, upload, share, store, or otherwise provide through the Services is your "User Submission."
- 3.10 Some User Submissions are viewable by other users. In order to display your User Submissions on the Services, and to allow other users to enjoy them (where applicable), you grant us certain rights in those User Submissions.
- 3.11 Please note that all of the following licenses are subject to our Privacy Policy and Entropolis Pty Ltd Additional Terms of Use for Educational Institution to the extent they relate to User Submissions that are also your personally identifiable information.
- 3.12 For all User Submissions, you hereby grant Entropolis a license to translate, modify (for technical purposes, for example making sure your content is viewable on your mobile device / tablet as well as your computer) and reproduce such User Submission, in each case to enable us to operate the Services, as described in more detail below. This is a license only – your ownership in User Submissions is not affected.
- 3.13 If you store a User Submission in your own personal Entropolis account, in a manner that is not viewable by any other user except you (a "Personal User Submission"), you grant Entropolis the license above, as well as a license to display, perform, and distribute your Personal User Submission for the sole purpose of displaying that Personal User Submission to you and providing you the Services necessary to do so.
- 3.14 If you share a User Submission only within a Limited Access Group, or otherwise in a manner that only certain specified users can view (each, a "Limited Access User Submission"), then you grant Entropolis the license above, as well as a license to display, perform, and distribute your Limited Access User Submission for the purpose of displaying that Limited Access User Submission to other members of that Limited Access Group (or to such specified users, as applicable) and providing you the Services necessary to do so.
- 3.15 Also, you grant the other members of that Limited Access Group (or such specified users, as applicable) a license to access that Limited Access User Submission, and to use and exercise all rights in it, as permitted by the functionality of the Services. For example, if you share a project in your Limited Access Group, you grant the other members of the Limited Access Group the rights necessary to view that project and to create derivative works by adding to and modifying it.
- 3.16 If you share a User Submission in a public "community" on the Services or in a manner that more than just you or your Limited Access Group can view (a "Public User Submission"), then you grant Entropolis the license above, as well as a license to display, perform, and distribute your Public User Submission for the purpose of displaying that Public User Submission to all Entropolis users and providing you the Services necessary to do so, as well as all other rights necessary to use and exercise all rights in that Public User Submission in connection with Entropolis and the Services, provided that Entropolis will try to notify you if it uses your Public User Submission for any reason other than displaying it on the Services.
- 3.17 Also, you grant all other users of the Services a license to access that Public User Submission, and to use and exercise all rights in it, as permitted by the functionality of the Services. For example, if you share a project in a public "community", you grant the other members of the "community" the rights necessary to view that project and to create derivative works by adding to and modifying it.
- 3.18 Any user and Entropolis may use, modify, reproduce, display, perform, distribute or create derivative works of a Public User Submission or a Limited Access User Submission (for which they have permission to access), provided that such user or Entropolis must provide attribution to the original author(s).



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- 3.19 You agree that the licenses you grant are perpetual, royalty-free, irrevocable, sub-licensable, transferable and worldwide.
- 3.20 Finally, you understand and agree that Entropolis, in performing the required technical steps to provide the Services to our users (including you), may need to make changes to your User Submissions to conform and adapt those User Submissions to the technical requirements of connection networks, devices, services, or media.
- 3.21 You understand that all information publicly posted or privately transmitted through the Services is the sole responsibility of the person from which such content originated and that Entropolis will not be liable for any errors or omissions in any content.
- 3.22 You understand that Entropolis cannot guarantee the identity of any other users with whom you may interact in the course of using the Services.
- 3.23 Additionally, Entropolis cannot guarantee the authenticity of any data which users or merchants may provide about themselves.
- 3.24 You acknowledge that all Content accessed by you using the Services is at your own risk and you will be solely responsible for any damage or loss to any party resulting therefrom.
- 3.25 Under no circumstances will Entropolis be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred in connection with use of or exposure to any Content posted, emailed, accessed, transmitted, or otherwise made available via the Services.

4. RESTRICTIONS

- 4.1 You warrant, represent and agree that you will not contribute any Content or otherwise use the Services in a manner that
 - 4.1.1 infringes or violates the intellectual property rights or proprietary rights, rights of publicity or privacy, or other rights of any third party;
 - 4.1.2 violates any law, statute, ordinance or regulation;
 - 4.1.3 is harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable;
 - 4.1.4 involves commercial activities and/or sales without Entropolis' prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes;
 - 4.1.5 impersonates any person or entity, including without limitation any employee or representative of Entropolis; or
 - 4.1.6 contains a virus, trojan horse, worm, time bomb, or other harmful computer code, file, or program.
- 4.2 Entropolis reserves the right to remove any Content from the Services at any time, for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if Entropolis is concerned that you may have breached the immediately preceding sentence), or for no reason at all.
- 4.3 You, not Entropolis, remain solely responsible for all Content that you upload, post, email, transmit, or otherwise disseminate using, or in connection with, the Services, and you warrant that you possess all rights necessary to provide such content to Entropolis and to grant Entropolis the rights to use such information in connection with the Services and as otherwise provided herein.
- 4.4 You are responsible for all of your activity in connection with the Services. Any fraudulent, abusive, or otherwise illegal activity may

be grounds for termination of your right to access or use the Services.

- 4.5 You may not post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any other user of the Services.
- 4.6 Use of the Services to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material, including material that may be considered threatening or obscene, or engage in any kind of illegal activity is expressly prohibited.
- 4.7 You will not run Maillist, Listserv, any form of auto-responder, or "spam" on the Services, or any processes that run or are activated while you are not logged on to the Services, or that otherwise interfere with the proper working of or place an unreasonable load on the Services' infrastructure.
- 4.8 Further, the use of manual or automated software, devices, or other processes to "crawl," "scrape," or "spider" any portion of the Services is strictly prohibited.
- 4.9 You will not decompile, reverse engineer, or otherwise attempt to obtain the source code of the Services.
- 4.10 You will be responsible for withholding, filing, and reporting all taxes, duties and other governmental assessments associated with your activity in connection with the Services.
- 4.11 You are responsible for all of your activity in connection with the Services.
- 4.12 Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your right to access or use the Services.
- 4.13 You may not post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any other user of the Services.
- 4.14 Further, the use of manual or automated software, devices, or other processes to "crawl," "scrape," or "spider" any portion of the Services is strictly prohibited. You will not decompile, reverse engineer, or otherwise attempt to obtain the source code of the Services. You will be responsible for withholding, filing, and reporting all taxes, duties and other governmental assessments associated with your activity in connection with the Services.
- 4.15 You understand and agree that Entropolis shall have the sole right to decide whether you are in violation of any of the restrictions set forth in this Section and shall have sole discretion regarding the course of action to take in connection therewith.

5. WARRANTY DISCLAIMER

- 5.1 Entropolis has no special relationship with or fiduciary duty to you. You acknowledge that Entropolis has no control over, and no duty to take any action regarding: which users gain access to the Services; what Content you access via the Services; what effects the Content may have on you; how you may interpret or use the Content; or what actions you may take as a result of having been exposed to the Content.
- 5.2 You release Entropolis from all liability for you having acquired or not acquired Content through the Services. The Services may contain, or direct you to websites containing, information that some people may find offensive or inappropriate.



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5.3 Entropolis makes no representations concerning any content contained in or accessed through the Services, and Entropolis will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Services.

5.4 Entropolis makes no representations or warranties regarding the accuracy of descriptions anywhere on the Services, or regarding suggestions or recommendations of services or products offered or purchased through the Services.

5.5 Products and services purchased (whether or not following such recommendations and suggestions) are provided "AS IS" without any warranty of any kind from Entropolis or others unless, with respect to others (only), otherwise made expressly and unambiguously in writing by a designated third party for a specific product or service.

6. PRIVACY POLICY

6.1 For information regarding Entropolis' treatment of personally identifiable information, please review Entropolis' current Privacy Policy at www.theentropolis.com/privacy-policy/; your acceptance of this Agreement constitutes your acceptance and agreement to be bound by Entropolis' Privacy Policy. Particularly, records that are:

6.1.1 directly related to a student; and

6.1.2 maintained by an educational agency or institution or by a party acting for the agency or institution are "Education Records" protected by the provides that an Educational Institution may disclose personally identifiable information from Education Records to a provider, like Entropolis Pty Ltd, to perform an institutional service or function with a legitimate educational interest in the Education Records if certain conditions have been met.

6.2 We have specified such conditions in Entropolis Pty Ltd Additional Terms of Use for Educational Institution, which is hereby incorporated by reference.

6.3 If you are an Educational Institution, your acceptance of this Agreement constitutes your acceptance and agreement to be bound by Entropolis Pty Ltd Additional Terms of Use for Educational Institution.

7. REGISTRATION AND SECURITY

7.1 As a condition to using some aspects of the Services, you may be required to register with Entropolis and select a password and username ("Entropolis User ID").

7.2 You shall provide Entropolis with accurate, complete, and updated registration information.

7.3 Failure to do so shall constitute a breach of this Agreement, which may result in immediate termination of your account.

7.4 In certain situations, your Entropolis User ID may be selected for you by your school; the same rules apply to them when they select an Entropolis User ID for you.

7.5 You may not:

- a. select or use as an Entropolis User ID a name of another person with the intent to impersonate that person; or
- b. use as an Entropolis User ID a name subject to any rights of a person other than you without appropriate authorization.

7.6 Entropolis reserves the right to refuse registration of or cancel an Entropolis User ID in its discretion.

7.7 You shall be responsible for maintaining the confidentiality of your password.

7.8 If you access the Service through a third party site or service, you will provide your third party account credentials to Entropolis, and you are consenting to have the information in those accounts transmitted into your Entropolis account, and you agree that you shall only use accounts owned by you, and not by any other person or entity.

8. INDEMNITY

8.1 You will indemnify and hold Entropolis, its parents, subsidiaries, affiliates, officers, and employees harmless (including, without limitation, from all damages, liabilities, settlements, costs and attorneys' fees) from any claim or demand made by any third party due to or arising out of your access to the Services, use of the Services, your violation of this Agreement, or the infringement by you or any third party using your account of any intellectual property or other right of any person or entity.

9. LIMITATION OF LIABILITY

9.1 To the fullest extent allowed by applicable law, in no event shall Entropolis or its suppliers, or their respective officers, directors, employees, or agents be liable with respect to the website or the services or the subject matter of this agreement:

- a. under any contract, negligence, tort, strict liability or other legal or equitable theory for any amount in the aggregate in excess of the greater of \$10 or the fees paid by you to Entropolis hereunder during the 12-month period preceding the applicable claim;
- b. for any indirect, incidental, punitive, or consequential damages of any kind whatsoever;
- c. for data loss or cost of procurement of substitute goods or services; or
- d. for any matter beyond Entropolis' reasonable control. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you.

10. FEES AND PAYMENT

10.1 You shall pay all applicable fees, as described on the Website and/or your account settings in connection with the Services selected by you.

10.2 You shall be responsible for all taxes associated with your use of such Services, including, without limitation any federal, state, local or foreign taxes or any sales or use taxes.

10.3 Entropolis reserves the right to change its price list and to institute new charges at any time, upon notice to you, which may be sent by email or posted on the Website.

10.4 Your use of the Services following such notification constitutes your acceptance of any new or increased charges.

10.5 Any fees paid hereunder are non-refundable.

11. INTERACTION WITH THIRD PARTIES

11.1 The Services may contain links to third party websites or services ("Third Party Services") that are not owned or controlled by Entropolis, or the Services may be accessible by



logging in through a Third Party Service, as described more fully in our Privacy Policy.

- 11.2 When you access Third Party Services, you do so at your own risk. You hereby represent and warrant that you have read and agree to be bound by all applicable policies of any Third Party Services relating to your use of the Services and that you will act in accordance with those policies, in addition to your obligations under this Agreement.
- 11.3 Entropolis has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any Third-Party Services.
- 11.4 In addition, Entropolis will not and cannot monitor, verify, censor or edit the content of any Third-Party Service.
- 11.5 By using the Services, you expressly relieve and hold harmless Entropolis from any and all liability arising from your use of any Third-Party Service.
- 11.6 Your interactions with organizations and/or individuals found on or through the Services, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals.
- 11.7 You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties.
- 11.8 You agree that Entropolis shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.
- 11.9 If there is a dispute between participants on this site, or between users and any third party, you understand and agree that Entropolis is under no obligation to become involved.
- 11.10 In the event that you have a dispute with one or more other users or third parties, you hereby release Entropolis, its officers, employees, agents, and successors in rights from claims, demands, and damages (actual and consequential) of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes.

12. TERMINATION

- 12.1 This Agreement shall remain in full force and effect while you use the Services.
- 12.2 You may terminate your use of the Services at any time.
- 12.3 Entropolis may terminate or suspend your access to the Services or your membership at any time, for any reason, and without warning, which may result in the forfeiture and destruction of all information associated with your membership.
- 12.4 Entropolis may also terminate or suspend any and all Services and access to the Website immediately, without prior notice or liability, if you breach any of the terms or conditions of this Agreement.
- 12.5 Upon termination of your account, your right to use the Services, access the Website, and any Content will immediately cease.
- 12.6 All provisions of this Agreement which, by their nature, should survive termination, shall survive termination, including,

without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

13. MISCELLANEOUS

- 13.1 The failure of either party to exercise, in any respect, any right provided for herein shall not be deemed a waiver of any further rights hereunder.
- 13.2 Entropolis shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Entropolis' reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation (including "line-noise" interference).
- 13.3 If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.
- 13.4 This Agreement is not assignable, transferable or sublicensable by you except with Entropolis' prior written consent.
- 13.5 Entropolis may transfer, assign or delegate this Agreement and its rights and obligations without consent.
- 13.6 Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all modifications must be in a writing signed by both parties, except as otherwise provided herein.
- 13.7 No agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind Entropolis in any respect whatsoever.
- 13.8 Headings for each section have been included above for your convenience, but such headings do not have any legal meaning, and may not accurately reflect the content of the provisions they precede.

14. ARBITRATION; GOVERNING LAW

- 14.1 The laws of New South Wales govern this agreement and Each party submits to the non-exclusive jurisdiction of the courts of New South Wales and the courts of appeal from them.
- 14.2 This Agreement shall be governed by and construed in accordance with the laws of New South Wales without regard to the conflict of law provisions thereof.
- 14.3 Any dispute arising from or relating to the subject matter of this Agreement shall be finally settled by arbitration in New South Wales, Australia using the English language.
- 14.4 Judgment upon the award so rendered may be entered in a court having jurisdiction, or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be.
- 14.5 Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief at any time.
- 14.6 For all purposes of this Agreement, the parties consent to exclusive jurisdiction and venue in the Australian Courts located in the state of New South Wales.



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KIDPRENEUR CHALLENGE

ADDITIONAL TERMS FOR EDUCATION INSTITUTIONS

These Additional Terms of Use for Educational Institutions (the “Additional Terms”) apply to all schools, school districts, and related entities and organisations, including but not limited to administrators, instructors, and professors who access or use the Services on their behalf (each an “Educational Institution”).

For purposes of these Additional Terms, “you” shall mean an Educational Institution. These Additional Terms supplement (and do not supersede) our Terms of Use; however, in the event of a direct conflict, these Additional Terms shall prevail.

GENERAL

- a. Both parties agree to uphold their responsibilities under the Privacy Act 1988.
- b. We recommend that all Educational Instructions provide appropriate disclosures to parents (including legal guardians and Eligible Students, collectively “Parents”) regarding your use of Entropolis Pty Ltd.’s Services and that you provide a copy of our Privacy Policy to Parents.
- c. As between an Educational Instruction and Entropolis Pty Ltd, Education Records (as defined below) continue to be the property of and under the control of the Educational Instruction. You own all right, title and interest to and are solely responsible for all Education Records related to your school or institution.
- d. Education Records shall mean student educational records that are:
 - (i) directly related to your student; and
 - (ii) maintained by you or by a party acting for you (“Education Records”).
- e. We do not own, control, or license such Education Records, except as permitted under these Additional Terms and Entropolis Pty Ltd Terms of Use and Privacy Policy.

1. OWNERSHIP

- 1.1 Kidpreneur Challenge is a proprietary entrepreneurship education program for primary schools owned and operated by Entropolis Pty Ltd.
- 1.2 The Kidpreneur Challenge is for school and other authorised education or affiliated organisations use only and is not for individual sale.
- 1.3 All Kidpreneur Challenge branded material including, pdfs, videos, curriculum / program materials, games, images, text and artwork featured on the Kidpreneur Challenge product pages and Resource Centre on this website are the property of Entropolis Pty Ltd.
- 1.4 Material cannot be used or reproduced without written permission. Contact us at hq@theentropolis.com to obtain permission.

2. DATA STORAGE & PRIVACY

- 2.1 We collect the following information from teachers and schools for the Kidpreneur Challenge:
 - a. Teachers Full Name
 - b. School Name
 - c. Email address
 - d. Phone Number

- 2.2 The teacher and school information will be stored securely in accordance with Kidpreneur Challenge’s privacy policy and is used for the purposes of:
 - a. Providing educators access to the secure online Resource Centre to conducting the Kidpreneur Challenge.
 - b. Collecting pre / post-program evaluation data (opt-in)
- 2.3 We do not collect student data
- 2.4 Individuals can request access to the personal information Entropolis holds by contacting us at hq@theentropolis.com

3. COPYRIGHT

- 3.1 The Kidpreneur Challenge program format, curriculum, materials and resources may not be used, repurposed or sold for commercial gain by any party at any time without written consent from Entropolis.
- 3.2 Resources and materials include all video material provided by Kidpreneur Challenge, lesson plans, worksheets, supplementary resources, all content provided in the Online Resource Centre and images.
- 3.3 Facilitators and teachers may only display, print, email or otherwise share or use program resources (including lesson plans and worksheets) for the purposes of delivering the Kidpreneur Challenge within their registered school per the education package purchased and within the specified time period for their user license.
- 3.4 The program resources may only be shared with another adult facilitator or teacher delivering the Kidpreneur Challenge program under the same registration (i.e. to the same group of participating Kidpreneurs) for which the supplying party has registered.
- 3.5 The Kidpreneur Challenge materials and resources can only be used for the purposes of delivering the Kidpreneur Challenge program with Kidpreneurs who are building a business.

4. COMPLIANCE WITH PRIVACY ACT 1988

- 4.1 The Privacy Act 1988 requires that Educational Institutions keep personally identifiable information from Education Records confidential and cannot disclose them to a provider unless:
 - a. an Educational Institution has first obtained written consent from the Parents; or
 - b. the disclosure of information falls into one of the exceptions provided for in the Privacy Act 1988.
- 4.2 In order to allow Entropolis Pty Ltd to provide you with the Services, you hereby designate Entropolis Pty Ltd as a “school official” with a “legitimate educational interest” in using and accessing your Education Records.
- 4.3 You also represent and warrant to Entropolis Pty Ltd that
 - a. you have obtained all consents necessary in connection with disclosing any Education Records directly or indirectly to Entropolis Pty Ltd, or otherwise in connection with the Services, and
 - b. your disclosures described in (a) are not and will not be a violation of the Privacy Act 1988
- 4.4 Where applicable, Educational Institutions may use the Services to automatically create accounts on behalf of its students, using Education Records to “pre-populate” those students’ names and contact information into the accounts and providing Entropolis Pty Ltd with such information of the students.



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- 4.5 The student then chooses whether to activate an account with Entropolis Pty Ltd to enrol in online courses, take part in the class discussion, and use other features available through the Services.
- 4.6 We treat that pre-populated content as the Educational Institution's confidential information; that means that we won't disclose it or use it, except as we're expressly required or allowed to under these Additional Terms, our Terms of Use and Privacy Policy.
- 4.7 Once a student activates their account, any information in their account (even information pre-populated by Educational Institutions) belongs to them – we consider it disclosed by the individual (even if it was initially pre-populated by Educational Institutions).
- 4.8 Therefore, post-activation, Entropolis Pty Ltd.'s use of content in a student's account is covered by Entropolis Pty Ltd.'s Privacy Policy.

5. USE OF DATA FROM EDUCATION RECORDS

- 5.1 By disclosing or providing information from the Education Records to us, whether via the Services or otherwise, you expressly grant, and you represent and warrant that you have all rights necessary to grant, to us a non-exclusive, royalty-free, worldwide license to use, transmit, distribute, modify, reproduce, display, and store such information only for the purposes of providing the Services as contemplated in and enforcing our rights hereunder.
- 5.2 Entropolis Pty Ltd will only use and access your Education Records as necessary to provide the Services to you, your students, instructors and professors, and only for authorized purposes in accordance with terms of these Additional Terms, Entropolis Pty Ltd.'s Terms of Use, and Privacy Policy.
- 5.3 You agree that we may collect, share, publicly disclose, or otherwise use data derived from Education Records, including contextual or transactional data about a student's or a user's access and use of the Services, that has been anonymised, aggregated, or otherwise de-identified such that the data cannot reasonably identify a particular student, user, or an Educational Institution ("De-identified Metadata").
- 5.4 We may use any De-identified Metadata, unless otherwise prohibited by the terms of these Additional Terms and Entropolis Pty Ltd.'s Terms of Use, such as to develop, evaluate, analyse, improve, operate, provide, or market our Services.
- 5.5 You further agree that we may use, store, transmit, distribute, modify, copy, display, sublicense, and create derivative works of the De-identified Metadata even after this Agreement has expired or been terminated.

6. SHARING OF DATA FROM EDUCATION RECORDS

- 6.1 We treat the Education Records as confidential and do not knowingly share it with third parties other than as described in Entropolis Pty Ltd.'s Terms of Use and Privacy Policy.
- 6.2 We provide access to Education Records only to our employees, contractors, and agents who have a need to access or use such information in connection with providing the Services to you and are subject to confidentiality obligations as strict as those under these Additional Terms.
- 6.3 We will not sell, rent, share, or re-disclose data from Education Records to other parties, unless we have specific authorization from you to do so and it is otherwise permitted by the Privacy Act 1988.

- 6.4 However, students may retain possession and control of their own student-generated content, if applicable, such as having the option to transfer such content to a personal account by sending us an email request at hq@theentropolis.com.

7. ACCESS AND DELETION OF EDUCATION RECORDS

- 7.1 Entropolis Pty Ltd will use commercially reasonable efforts to comply with written requests from you or a Parent for access to and review their Education Records and to correct any erroneous information within a reasonable period of time, but not more than 45 days after we have received the request.
- 7.2 You and Parents can submit such request by sending us an email request at hq@theentropolis.com.
- 7.3 Whenever applicable, you will serve as the intermediary for the requests by Parents, wherein the parent requests access to any Education Records created and maintained by Entropolis Pty Ltd directly from you, and you then obtain the Education Records from us to give back to the Parent.
- 7.4 If applicable, parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil's records and correct erroneous information by the following protocol:
 - 7.4.1 **Removing or changing student Projects** – Parents or kids can login to their child's account and edit or delete Projects.
 - 7.4.2 **Changing personal information** (screen name, first name, last name, password, avatar) – Parents need to inform the class teacher.
 - 7.4.3 **Deleting the child's account** – Parent can contact the School, and the teacher can perform this action. School may also contact Service Provider by sending an email to hq@theentropolis.com, and we will do so in 72 hours.
- 7.5 Educational Institutions and Parents may request Entropolis Pty Ltd in writing by sending an email to hq@theentropolis.com to terminate the Services and/or delete the data from their Education Records maintained by Entropolis Pty Ltd.
- 7.6 You understand that you and Parents may not be able to access or use certain portion of the Services after Entropolis Pty Ltd deleted the account and information pursuant to your or Parents' request.
- 7.7 We will use commercially reasonable efforts to comply with such deletion request and we certify that we will not retain or otherwise make available to third parties the Education Records after the termination, except
 - a. as permitted hereunder, or
 - b. if a student chooses to establish or maintain an account with Entropolis Pty Ltd for the purposes of storing student-generated content.
- 7.8 However, we may de-identify student information, including without limitation, by deleting or de-identifying all data from Educational Records within seventy-two (72) hours of our receipt of the termination notice, except for Student Data residing on internal logs which will be removed within ninety (90) days, and will also provide notice to the Educational Institutions when data from Educational Records has been deleted and/or anonymised before we retain it, share it with other parties, or use it for other purposes.
- 7.9 Entropolis Pty Ltd may terminate these Additional Terms and Entropolis Pty Ltd.'s Terms of Use in accordance with the "Termination" section of Entropolis Pty Ltd.'s Terms of Use.



- 7.10 All provisions of these Additional Terms and Entropolis Pty Ltd.'s Terms of Use, which, by their nature, should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, limitations of liability, indemnities, and governing law.

8. DATA PRIVACY, CONFIDENTIALITY, AND SECURITY

- 8.1 Entropolis Pty Ltd maintains industry level administrative, physical, and technical measures to protect Education Records stored in our servers, which are located in Australia.
- 8.2 We train our employees to ensure the security and confidentiality of Education Records maintained by us.
- 8.3 If there is any unauthorized disclosure or access to any Education Records, we will promptly notify you, any other affected Educational Institutions by email and will use reasonable efforts to cooperate with your or their investigations of the incident.
- 8.4 We require that you inform the parents of all affected students, since Entropolis Pty Ltd may not have access to Parent contact information.
- 8.5 As the owner of the Education Records, you may be responsible for the timing, content, cost, and method of any notice requirements triggered by security incidents under applicable laws.
- 8.6 When permissible under applicable laws, you may request Entropolis Pty Ltd to bear responsibility for the timing, content and method of such required notice on your behalf.
- 8.7 In all instances, Entropolis Pty Ltd will indemnify Educational Institutions for all reasonable costs associated with compliance with such notice requirements arising from a breach of the Services by Entropolis Pty Ltd.
- 8.8 For clarity and without limitation, Entropolis Pty Ltd will not indemnify for any notification costs arising from a breach of you or a third party.

9. CONTACT

Please refer to Entropolis Pty Ltd.'s Terms of Use and Privacy Policy for more details on use of Entropolis Pty Ltd.'s Services and our privacy practices.

If you have any questions, complaints, or claims with respect to the Services, or anything in our Terms of Use, these Additional Terms, or our Privacy Policy, you may contact us via email at hq@theentropolis.com. We'll do our best to promptly respond to you.