



Terms and Conditions of Use (Plain Language Version)

1. About this Document

Welcome to The Easy Read Toolbox's learning platform. The Easy Read Toolbox's learning platform consists of online short courses on Easy Read skills.

This document is a summary of our Terms and Conditions of Use. This document is not a substitute for reading the entire Terms and Conditions of Use. The entire Terms and Conditions of Use are available at: www.easyreadtoolbox.info

The learning platform is operated by The Easy Read Toolbox. Access to the learning platform is provided by The Easy Read Toolbox.

The Easy Read Toolbox terms are different from the TalentLMS terms. You should also read the TalentLMS terms and conditions of use.

The Easy Read Toolbox has the right to change any of the terms by updating the pages. If changes are made The Easy Read Toolbox will make an effort to tell you.

Any changes take immediate effect after the pages have been updated.

2. Acceptance of the Terms

You accept the terms by continuing to use the learning platform.

You may also accept the terms by clicking accept and agree where the option is made available.

If you do not agree with the terms you must stop using the learning program immediately.

3. Your Obligations as a Member

As a member of The Easy Read Toolbox you agree to:

- use the learning platform only for purposes allowed by the terms and the law

- have the responsibility to protect your password and email address
- understand that access to the learning platform is only for members
- immediately notify us of any breach of security that you are aware of
- not use the learning platform for any illegal or unauthorised use
- understand appropriate legal action will be taken against unauthorised use

4. Payment

All payments made during your use of the learning platform are made using Stripe.

By making payments in relation to the learning platform you have understood and agreed to the Stripe terms and conditions.

You understand that if a request for payment is denied for any reason then you are liable for any costs associated with the missed payment.

You understand that the price of the learning platform can change at any time.

5. Refund Policy

The Easy Read Toolbox will only offer a refund in the event they are unable to continue to provide the learning platform.

The Easy Read may also decide to offer a refund if it is reasonable to do so under the circumstances.

6. Copyright and Intellectual Property

The content in the learning platform is protected by copyright under Australian law.

Unless otherwise indicated, all rights to the learning platform are reserved by The Easy Read Toolbox.

Original images by The Easy Read Toolbox are free to use within the period of time a client is a paying member of The Easy Read Toolbox.

Once a membership has ended, images downloaded during membership must be deleted and cannot be used for new purposes.

As a member you can:

- use the learning platform while following the terms
- store the learning platform in your device's cache memory
- print pages from the learning platform for personal use only.

As a member you can not:

- share the content within the learning program in any way
- change the content within the learning program in any way.

As a member you do not have any rights to:

- use the business name or trademark
- use systems or processes that are the subject of copyright.

7. Privacy

Any information shared through your use of the learning platform is subject to The Easy Read Toolbox's privacy policy that is provided to you via email on sign up.

8. General Disclaimer

Nothing in the terms excludes any conditions from the Australian Consumer Law. Any guarantees or warranties that are not stated in the terms are excluded.

The Easy Read Toolbox will not be liable for any forms of loss or damage in connection with the learning platform.

This includes but is not limited to any loss you might suffer as a result of:

- a failure of performance
- the accuracy or suitability of information

- any costs incurred.

This does not include losses that are reasonably connected to our failure to meet a relevant Consumer Guarantee.

Use of the learning platform is at your own risk. Everything on the learning platform and services are provided to you 'as is' and 'as available' without any warranty.

9. Education Services

By using the learning platform you agree that The Easy Read Toolbox is not responsible for any choices you make.

Any consequences as a result of using the learning platform are your own.

All information on the learning platform is intended to help you, but does not replace professional advice.

Results are not guaranteed and The Easy Read Toolbox takes no responsibility for your actions or decisions.

10. Limitation of Liability

The Easy Read Toolbox's liability in connection with the learning platform will not exceed the resupply of services to you.

You understand and agree that The Easy Read Toolbox and affiliates will not be liable to you for any damage which may be incurred by you.

11. Termination of Contract

The terms will apply until terminated by you or The Easy Read Toolbox.

You may terminate the terms by:

1. Providing The Easy Read Toolbox with 10 days of notice of your intention to terminate
2. Closing your accounts for the services that have been made available to you by The Easy Read Toolbox.

The Easy Read Toolbox may at any time terminate the terms with you if:

1. You breach or intend to breach any of the terms
2. The Easy Read Toolbox is required to do so by law
3. If the services are no longer available.

Subject to local applicable laws The Easy Read Toolbox reserves the right to cancel your membership at any time if you breach the terms.

12. Indemnity

You agree to indemnify (exempt from liability) The Easy Read Toolbox and affiliates against all actions, consequences, or breaches of terms.

13. Dispute Resolution

If a dispute arises in relation to the terms, either party can not begin any court proceedings unless:

1. The party claiming the dispute has given written notice to the other party
2. After receiving the notice the parties must attempt to resolve the dispute within 10 days
3. If the dispute is not resolved after 10 days the parties must agree on a mediator
4. The parties are equally liable for the fees involved with the mediator and venue of mediation
5. The mediation will be held in ACT Australia
6. All communications concerning the negotiations must be treated as confidential and 'without prejudice'
7. If 10 weeks elapse after the start of the mediation and the dispute has not been resolved either party may ask the mediator to terminate the mediation.

14. Venue and Jurisdiction

The services offered by The Easy Read Toolbox are intended to be viewed by residents of Australia.

In the event of a dispute you agree that the exclusive venue for resolving any dispute will be in the courts of ACT Australia.

15. Governing Law

The terms are governed by the laws of ACT Australia.

Any dispute arising out of the terms will be governed by the laws of ACT Australia.
The validity of this governing law is not contested.

16. Independent Legal Advice

Both parties confirm that the terms are fair and reasonable and have taken the opportunity to seek independent legal advice.

Both parties declare that the terms are not against public policy on the grounds of inequality or bargaining power.

17. Severance

If any part of these terms is found to be unenforceable that part will be severed and the rest of the terms will remain in force.