

**ZIPTALES ONLINE READING LIBRARY**  
**SCHOOL SITE LICENCE AGREEMENT**

**1 Definitions**

“Ziptales” means Ziptales Pty Ltd, whose address is PO Box 304 Ballarat 3353, Australia. “School subscriber” is the institution signing this licence agreement for the purpose of subscribing to the Ziptales online reading library ([www.ziptales.com](http://www.ziptales.com)). “Service” is the Ziptales online reading library in its entirety as displayed at [www.ziptales.com](http://www.ziptales.com), including any and all new content added Ziptales from time to time as part of the website. “Registration” is the signing off on a contract between Ziptales and the School subscriber, and the enabling of access to the service. “Authorised users” are teachers, aides, students or parent helpers connected to and working on behalf of School subscribers. The agreement specifically excludes use of the service by any of the above at home or in any other place but at the institutional location of the School subscriber.

**2 Subscription fees and renewal of subscription**

The fees charged to the School subscriber are for twelve months from the time of registration unless otherwise stated in the letter of verification. After the initial term, this subscription will be automatically renewed for another year, unless either party elects to terminate by providing written notice to the other at least 30 days prior to expiration of the initial or any renewal term. Each renewal subscription fee will be calculated at the then current subscription rates and payment terms offered by Ziptales to similar subscribers.

**3 Subscriber security measures**

The School subscriber agrees to use its best endeavours to control access to the service, and specifically to prevent unauthorised use of the service by third parties. The School subscriber agrees to protect the service against unauthorised use by up to date security measures and constant surveillance.

**4 Remote access**

Only teachers of the School are permitted to access Ziptales remotely, and such access must always be with the purpose of preparation, review or other tasks relevant to use of the service within the school curriculum. Non-teacher users of the service are not permitted private access or use of the service under the terms of this licence agreement. Access to Ziptales outside school by persons other than teachers is specifically prohibited and breaches of this understanding would be immediate justification for litigation.

**5 Downloading materials**

All materials located in the ‘Staffroom’ and ‘Worksheets’ sections of the Ziptales website ([www.ziptales.com](http://www.ziptales.com)), which includes content lists, readability information,

worksheets, Learning Support sheets, sitemap and other materials may all be downloaded and copied by authorised users of the School subscriber, without restriction. No other part of the service (that is the 'library' itself consisting of all stories, poems, graphic novels, puzzles, projects and other content functionalities) is open to copying and attempts to copy stories or other copyrighted library content by whatever means by any party would be immediate justification for litigation.

## **6 Copyright and Intellectual property rights**

All materials contained in the Ziptales service ([www.ziptales.com](http://www.ziptales.com)) (including the website's text, graphics, images, video and audio content, layout, design and 'look') are the property of Ziptales. No copying (except as allowed under clause 5 above) is permitted. The School subscriber acknowledges, by entering into this agreement, that the copyright and all intellectual property remains with Ziptales in perpetuity and that this agreement does not constitute and cannot be interpreted as conferring any title or property right in any part of the service.

## **7 Disclaimer of warranty/Limitation of liability**

Ziptales warrants that it is the owner of the service, including all content in the library. It undertakes to use its best endeavours to provide the service without interruption for the term of this agreement, but does not guarantee freedom from such interruption and specifically absolves itself from liability in the event of such interruption.

## **8 Governing law**

This agreement is governed by the laws of Australia.