



TERMS AND CONDITIONS OF USE FOR THE IQ PROGRAMS

THIS IS AN AGREEMENT between LVLup Pty Ltd (together with associated business and product names) and the person who clicks on the “I Accept” button (together with any person on whose behalf you are acting), referred to as the “Purchaser”. The Purchaser may be individuals, schools and child/youth-based organisations.

Before you click on the “I Accept” button, carefully read this agreement. When you click on the “I Accept” button, the Purchaser expressly agrees to be bound by all of the terms and conditions of this agreement.

- All IQ PROGRAMS (the “Program Material”) is owned and copyrighted by LVLup Pty Ltd, a company within Australia trading as *Youth Wellbeing Project* [ABN: 16 133 639 755].
- Any and all use of this material is strictly at the permission of *Youth Wellbeing Project* as detailed herein; permissions can be revoked at any time.

ANNUAL SUBSCRIPTION LICENSE FEES

- *Youth Wellbeing Project* grants a non-exclusive, non-transferable licence to use IQ PROGRAMS on a strictly non-commercial basis within your organisation.
- Your licence to use IQ PROGRAMS is dependent upon you entering into our annual licensing subscription agreement.
- Continued use of IQ PROGRAMS is subject to annual subscription.
- Cessation of subscription payments for licensing results in immediate withdrawal of permissions to use IQ PROGRAMS.

RECEIPT OF PROGRAM MATERIAL

The Purchaser will receive the Program Material as listed in the shopping cart or advertised in promotional materials, subject to the following:

- Pre-requisites of accessing the Program Material is:
 - Payment of annual subscription at the time of purchase.
 - The completion of the [IQ PROGRAMS Delivery Application Form](#). This application is considered to be part Terms of Use for the IQ PROGRAMS.
- Approval for delivery is at the discretion of *Youth Wellbeing Project* management.
- Approval to access the Program Material will be issued after payment has been received and within 48 hours of the [IQ PROGRAMS Delivery Application Form](#) being completed.
- If, for any reason, approval to deliver the Program Material is not granted, all monies received by *Youth Wellbeing Project* will be refunded in full within 72-hours of notification.

NON-COMMERCIAL USE

- Ownership of the Product. All intellectual and published material of the Program Material remains the copyright property of LVLup Pty Ltd. Users are not permitted to make any edits or alterations to the Program Material.
- *Youth Wellbeing Project* grants the Purchaser using the Program Material for non-commercial use as an educational resource, the right to display, download and print hardcopies of the Program Material solely for non-commercial use as an educational resource.
- The Purchaser is not entitled to any updates of the Program Material – additional costs will apply.

- Unless the Purchaser has *Youth Wellbeing Project's* prior written consent or as permitted under this Agreement, the Purchaser may not and must ensure that any other person does not:
 - market, distribute, reproduce, adapt, translate, rent, lease, loan, sell, modify or transfer any copy of the Program Material to others; or
 - create any derivative work based upon the Program Material or any part of the Program Material.
- No fees may be charged by the Purchaser in connection with use of the Program Material without the express written consent of *Youth Wellbeing Project* (this requires a Commercial Use Agreement).
- Program Material is written for specific age groups and audiences; if necessary, the Purchaser may omit certain portions of the Program Material to tailor it to a specific audience, however in no case shall the integrity or accuracy of the Program Material be diminished in any way by such omissions.
- The *Youth Wellbeing Project* or *IQ PROGRAMS* names or branding may not be removed from any of the Program Materials.
- As a condition of use of the Program Material, the Purchaser may be required to complete user evaluation surveys and/or provide feedback to *Youth Wellbeing Project* on the effectiveness of the Program Material.
- All intellectual and published material has been released in good faith using the most current research and educational frameworks available at the time of publication and release. Any misrepresentation of intellectual and published material by the Purchaser is their sole responsibility.
 - *Youth Wellbeing Project* will not be held responsible for any misunderstanding learners may develop as a result of the presented material.
 - It is the responsibility of the Purchaser to ensure staff are trained correctly and remain faithful to the intellectual and published material provided by *Youth Wellbeing Project*.
- The Purchaser must ensure the use of the Program Material (including by all staff associated with the purchasing school/organisation) is strictly in accordance with the terms and conditions of this Agreement, and comply with any additional restrictions in relation to the access or use of the Program Material notified by *Youth Wellbeing Project* from time to time.
- At *Youth Wellbeing Project's* sole discretion, the above permitted uses of the Program Material can be revoked or amended at any time for any reason.

COMMERCIAL USE

Any Purchaser who is acting as an external service provider and intends to use the Program Material in a setting at which the engaging school/organisation will be charged a fee, or for which the Purchaser receives any payment or other form of compensation, shall be required to pay a Commercial Use license to *Youth Wellbeing Project* prior to use of the Program Material.

To obtain a Commercial Use License or for more information, please contact [Craig Walker of Youth Wellbeing Project](#). Unless and until such a license is obtained, no commercial use of the Program Material is permitted.

By using any of the Program Material, the Purchaser consents to the above requirements for commercial and non-commercial use, as well as to the application of Queensland law to settle any disputes.