

Subscriber Terms of Use

Lesson Planner Pty Ltd (Lesson Planner)

Lesson Planner is a product of Lesson Planner Pty Ltd. Lesson Planner is an end-to-end learning solutions provider that offers a platform for educators and creators of content to generate educational content and offer that content for sale on the platform.

Lesson Planner offers these services via its website lessonplanner.com.au (**Website**). One service offered by Lesson Planner is a platform for educators to create educational content in the form of lesson plans (**Subscriber Content**). Educators who use the Website to create Subscriber Content may then also offer their Subscriber Content for purchase by third parties on the Website. Lesson Planner makes these services available to subscribers to the Website (**Subscribers**) on the following terms and conditions (**Subscriber Terms**).

Other terms and conditions

The following additional terms may also apply to your relationship with Lesson Planner:

- Lesson Planner Website Terms and Conditions of Use
- Lesson Planner Terms and Conditions of Sale
- Lesson Planner Privacy Policy.

Registering as a Subscriber

Any educator who wishes to:

- use the Website to generate Subscriber Content
- offer the Subscriber Content for sale to third parties via the Website

must register on the Website as a Subscriber and agree to the Subscriber Terms of Use as part of the registration process.

Once registered, Subscribers are not obliged to generate Subscriber Content nor is there any obligation to offer Subscriber Content for sale to third parties. Registration as a Subscriber is

required to access the Website for the purpose of generating Subscriber Content if the Subscriber chooses to do so.

By registering as a Subscriber and agreeing to these Subscriber Terms you acknowledge and agree that you are over the age of 18 year and your access to the Website and Lesson Planner's services is subject to these Subscriber Terms.

Lesson Planner Content and the Website

The Subscriber acknowledges and agrees that all material on the Website including the design and layout, text, code, information, graphics, illustrations, photographs, video, music, sound, trading names, service marks, logos, design, layout, downloads, pricing, products, and services (**Lesson Planner Content**) is owned by or licensed to Lesson Planner.

You must not reproduce, transmit, adapt, distribute, sell, modify, publish, or store Lesson Planner Content for any purpose, other than:

- with the prior written consent of Lesson Planner
- pursuant to the Lesson Planner Terms and Conditions of Sale
- as permitted by law.

All rights of Lesson Planner in the Content on the Website are reserved.

The Lesson Planner name and logos are trademarks of Lesson Planner.

Trademarks used on the Website to describe third parties and their products are trademarks of those third parties and you are not permitted to use them without the consent of those third parties.

Licence to use Lesson Planner Content

Subject to the payment of Subscription Fees, Subscribers have access to Lesson Planner Content including Lesson Planner's lesson plans (**Lesson Planner Lesson Plans**)

Pursuant to these Subscriber Terms and the payment by the Subscriber of the relevant subscription fees, the Subscriber is granted a

non-exclusive, irrevocable licence to use Lesson Planner Lesson Plans for the purposes of generating the Subscribers own personalised educational resources, being Subscriber Content.

Subscriber Content

The Subscriber is the author of the Subscriber Content and is the owner of any and all intellectual property rights in the Subscriber Content.

The Subscriber grants to Lesson Planner a non-exclusive, perpetual, and irrevocable licence to use the Subscriber Content for non-commercial purposes including but not limited to improving Lesson Planner's service offering and marketing Lesson Planner 's services.

The Subscriber agrees and warrants that the Subscriber Content will:

- be the Subscriber's own work and will not infringe the intellectual property rights of any third party
- not include inappropriate or defamatory material
- not include information or assertions that are false, inaccurate, misleading, or offensive
- meet Australian curriculum guidelines where so stated.

Offering for sale of Subscriber Content on the Website

Where a Subscriber creates Subscriber Content using Lesson Planner's Lesson Plans on the Website, the Subscriber may elect to offer for sale the Subscriber Content to third parties (**Buyers**) for purchase on the Website and the Subscriber acknowledges and agrees that:

- Subscribers are not obligated to offer Subscriber Content for sale and, in the event a Subscriber elects to offer Subscriber Content for sale, the Subscriber does so entirely at their own risk
- Lesson Planner is not a party to any transaction between a Subscriber and a Buyer and any transaction for the sale and purchase of Subscriber Content by a

Buyer is strictly between the Subscriber and the Buyer

- no employment relationship exists between Lesson Planner and Subscriber
- the Website is available to browse to anyone who is able to access it online
- Lesson Planner is not able to control or determine the Buyers who view the online exhibition of work.

Lesson Planner makes no warranties or representations to Subscribers with respect to the ability of Buyers to purchase work from Subscribers, nor their ability to pay for the work pursuant to the terms agreed between the Subscriber and the Buyer.

Notwithstanding the above, in any transaction between a Subscriber and a Buyer, the Subscriber will:

- act in good faith
- not infringe any laws
- deliver items purchased from the Subscriber unless the Buyer fails to meet the agreed terms of sale or the Subscriber cannot authenticate the Buyer's identity
- not engage in any conduct that is likely to bring Lesson Planner into disrepute.

Any dispute between a Subscriber and a Buyer will be resolved by the Subscriber and Buyer, utilising appropriate dispute resolution resources as necessary.

The Subscriber agrees and acknowledges that Subscriber Content is stored and uploaded onto the Website at the Subscriber's risk.

Subscriber relationship with Buyers

The Subscriber acknowledges and agrees that Lesson Planner's service of making the platform available for the sale of Subscriber Content is provided for the purpose of allowing Subscribers to reach a broad audience for the sale of Subscriber Content. In respect of Subscriber Content offered for sale on the Website, the Subscriber agrees to:

- deal with Buyers and potential Buyers in good faith

- be transparent in their dealing with Buyers
- respond to Buyers courteously and within a reasonable timeframe.

Financial Transactions

All financial transactions are performed via the Stripe payment platform. All enquiries about financial transactions are to be directed to Stripe. Lesson Planner is not liable or accountable for the financial processes conducted by Stripe.

Commissions

The Subscriber acknowledges and agrees that upon listing a lesson or resource for sale on the Lesson Planner Marketplace, Lesson Planner shall be entitled to collect a commission equal to fifty percent (50%) of the listed sales price of such lesson or resource. The User's listing of a lesson or resource for sale on the Platform shall be deemed as acceptance of this commission structure and these terms and conditions.

Intellectual Property

When a Subscriber uploads Subscriber Content to the Website the Subscriber grants to Lesson Planner a non-exclusive, worldwide, irrevocable, royalty-free right to use the content for Lesson Planner's own business purposes including but not limited to marketing and improving user experience.

The Subscriber warrants that any Subscriber Content they list for sale on the Website does not infringe the intellectual property rights of any third party.

The Subscriber indemnifies Lesson Planner against any claims that Subscriber Content uploaded by the Subscriber on the Website infringes the intellectual property rights of any third party.

With the exception of Subscriber Content, All material on the Website, including the design and layout, text, code, information, graphics, illustrations, photographs, video, music, sound, trading names, service marks, logos, design, layout, downloads, pricing, products, and services (Lesson Planner Content) is owned by or licensed to Lesson Planner.

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Indemnity and release

In the event there is a dispute between a Subscriber and a Buyer, the Subscriber releases Lesson Planner from any and all claims, demands and damages arising from or in any way connected to the dispute.

Privacy


Any information a Subscriber supplies to Lesson Planner will be treated in accordance with Lesson Planner's Privacy Policy.

Jurisdiction

These Subscriber Terms are governed by the law in force in Victoria, Australia. The Subscriber irrevocably submits to the exclusive jurisdiction of the courts of Victoria and all courts of appeal from them, for determining any dispute concerning these Subscriber Terms.

Changes and updates to this policy

A version of the current Subscriber Terms will be available on the Website at all times. Upon amendments or any updates to the Subscriber Terms, Lesson Planner will inform current Subscribers, who may continue with their



subscription or cancel their subscription in accordance with these Subscriber Terms.

Enquiries

If you have any queries about our Subscriber Terms of Use, please contact us at:

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