

Terms and Conditions for ICAN Private Candidates Sitting ICAS at a Testing Centre

1. Background

This Agreement sets out the terms and conditions (Terms) for which the **International Centre of Assessments and Nurturing Limited (ICAN)** will deliver ICAS Assessments™ to you and, where appropriate, the child you have registered (you, Parent, Child). These Terms, in addition to the ICAS Terms of Use and the Privacy Policy, form the entire agreement between you and ICAN. By making a purchase of an ICAS test, you acknowledge that you have read, understood, and agreed to these Terms.

2. Definitions

- **Administrative Fees:** Fees charged by ICAN for processing refunds or performing other administrative tasks.
- **Alternative Assessment Session:** An alternative session in which your Child can sit the ICAS test.
- **Assessment Session:** The session you have selected for your Child to sit the ICAS test.
- **Child:** Your child as registered on the ICAN Online Enrolment Platform.
- **Online Enrolment Platform:** The platform provided by ICAN to purchase the Product.
- **Loss:** Claims, actions, proceedings, losses, damages, liabilities, and costs (including legal expenses).
- **Order:** An order from you for the purchase of the Product and Services from ICAN.
- **Parent:** A parent or guardian of, or any person responsible for the care of, a Child.
- **Personal Information:** As defined in the Privacy Act.
- **Product:** The ICAS Tests offered by ICAN.
- **Product Platform:** Any online platform on which ICAN makes the Product available.
- **Sitting Period:** The period during which sittings are permitted by ICAN.

3. Description of Product

ICAS Assessments are designed to recognise and reward academic excellence. Students are assessed on their ability to apply classroom learning to new contexts using

higher-order thinking and problem-solving skills. ICAS Assessments are based on the curricula for the relevant school year and delivered exclusively in an online format.

4. Warranty

ICAN warrants that:

- The Products and Services will be provided using all reasonable care and skill.
- The Products and Services will be consistent with industry best practices.
- The delivery of the Products and Services will comply with all applicable laws and regulations.

5. Methods of Purchasing & Contract

- ICAS tests can only be purchased from ICAN for a child on the ICAN Online Enrolment Platform. Registration and purchase must be completed on the Platform.
- Bookings for an Assessment Session are available on a first-come-first-served basis. No registration will be accepted after the registration closing dates advertised on ICAN's website.
- These Terms apply when you submit an order for the supply of Products and Services by us on the ICAN Online Enrolment Platform.
- This Contract is the entire agreement between ICAN and you in relation to the ICAS Tests.

6. Your Obligations

- It is your responsibility to ensure that the information provided by you in your order is complete and accurate.
- You must bring your own compatible device for the Assessment, including having a supported internet browser.
- If our ability to deliver the Products and perform the Services is prevented or delayed by any failure by you to fulfill the obligations, we will be entitled to suspend your access to the Product and Services until you remedy your Obligation Failures.

7. Fees and Charges

- The consideration for our Services is the price/s for the Products and Services and Administrative Fees set out on the ICAN Online Enrolment Platform.
- By making a purchase, you agree that you have carefully considered the Prices and Administrative Fees and have accepted them.

8. Delivery of Services

- ICAN delivers the Product and/or provides the Service to you on behalf of Janison. The Product and Services will only be delivered after we have received payment from you.
- All children who participate will receive printed certificates of achievement. The highest performing children will have an opportunity to win medals, subject to determination by Janison.

9. Cancellations, Refunds, or Alternative Sitting Period

- ICAN will provide a refund if we suffer unforeseen circumstances that render it impractical to conduct an Assessment during a Sitting Period, and no Alternative Sitting Period can practically be held.
- ICAN will not provide a refund if you have changed your mind about the purchase or have made an error in your purchase.
- If your Child is sick or is otherwise unable to sit the test at the scheduled Assessment Session, an Alternative Assessment Session will be provided.

10. Use of ICAN Products

- You and your Child must only use the Products through the interfaces provided by ICAN for the purpose of conducting the Assessments purchased.
- You and your Child must not interfere or disrupt any technological protection measures on the Product Platform or in the Product.

11. Eligibility for Medals

- Janison may award medals to a student who achieves a top score in their year level in their state or territory for the ICAS test.
- Your Child may participate in ICAS in different locations. Your Child is eligible to compete for an ICAS medal for both sittings provided that the subjects sat at ICAN are not offered by the school at the Child's year level.

12. Communication

- All our communication with you will be done through the email address nominated by you upon registration.
- You may opt out of receiving marketing communications at any time by emailing us.

13. Liability and Indemnity

- To the maximum extent permitted by law, ICAN excludes all implied representations, warranties, terms, and conditions of any kind whatsoever.
- ICAN's total liability of any kind to you arising out of or related to this Agreement will not exceed the total Price paid by you in respect of the Products and Services in the immediately preceding 12-month period.

14. Confidentiality & Privacy

- ICAN will collect Personal Information from you for the purposes of delivering the Products and Services to you.
- By completing the purchase, you agree that you accept ICAN's privacy collection statement and allow ICAN to provide your Child's Personal Information to Janison for the purposes set out.

15. Intellectual Property

- Janison owns all copyright and other Intellectual Property Rights in the online and printed versions of the Product and the Product Platform.
- You and your Child must not produce, transmit, communicate, adapt, distribute, license, sell, modify, or publish any part of the Product or Product Platform without our permission.

16. Termination

- In the event that you fail to pay the Price and other fees and charges 5 days after your order, ICAN shall be entitled to terminate this Agreement and cancel your order.

17. Restricting Your Access

- ICAN may restrict your access to their site if there is a breach of the Terms listed here or in case of emergency maintenance.

18. Miscellaneous

- ICAN will not be liable for any failure to perform, or delay in the performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (Force Majeure Event).