

TERMS AND CONDITIONS OF USE FOR IQ PROGRAMS, ONLINE COURSES AND PRESENTATIONS

THIS IS AN AGREEMENT between LVLup Pty Ltd (together with associated business and product names, referred to throughout as Youth Wellbeing Project), and the person who accepts the “Terms & Conditions” at the time of purchase (together with any person on whose behalf you are acting and who will be using the “Program Materials”), referred to as “the Purchaser”. “The Purchaser” may be individuals, or schools and child/youth-based organisations.

Before you purchase, carefully read this agreement. When you indicate acceptance, “the Purchaser” expressly agrees to be bound by all terms and conditions of this agreement.

- All IQ PROGRAMS and Online Courses, Presentations and related download links (the “Program Materials”) 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 the “Program Materials” is strictly at the permission of *Youth Wellbeing Project* as detailed herein; permissions can be revoked at any time.

ANNUAL SUBSCRIPTION FEES

- Youth Wellbeing Project grants a non-exclusive, non-transferable licence to use the “Program Materials” on a strictly non-commercial basis within your organisation.
- Depending on the product, your licence to use the “Program Materials” is conditional upon you entering into a subscription agreement.
- Continued use of the purchased “Program Materials” is subject to an annual subscription (or a different subscription period specific to the product).
- Cessation of subscription payments results in immediate withdrawal of permissions to use the “Program Materials”. All “Program Materials” versions possessed by “the Purchaser” must be immediately destroyed.

RECEIPT OF PROGRAM MATERIALS

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

- Pre-requisites of accessing the “Program Materials” is:
 - Full payment at the time of purchase.
 - Completion of the **Program Materials Delivery Application Form** at the time of purchase. This application is considered part of the Terms and Conditions for the “Program Materials”.
- Access to the Program Materials will be issued immediately on purchase, in good faith that the **Program Materials Delivery Application Form** will be completed within 48 hours of access.
- Any and all use of the Program Materials is strictly at the discretion of *Youth Wellbeing Project*. We reserve the right to remove access if the **Program Materials Delivery Application Form** is not submitted.

NON-COMMERCIAL USE

- Ownership of the Product. All intellectual and published material of the “Program Materials” remains the copyright property of LVLup Pty Ltd. “The Purchaser” may make minor edits or alterations to the “Program Materials”, providing it does not alter the integrity or intent of these educational resources.
- *Youth Wellbeing Project* grants “the Purchaser” using the “Program Materials” for non-commercial use as an educational resource, the right to display, download and print hardcopies of the “Program Materials”, and the right to repost the “Program Materials” on “the Purchaser”-managed secure LMS platform (virtual classroom) or secure organisation storage site—solely for non-commercial use as an educational resource.
- Non-commercial use relates to “single-entity” schools or organisations. **Regional clusters of schools or multiple entities within an overarching organisation require a commercial licence.**

- Reselling of the “Program Materials” is strictly prohibited unless a Commercial Agreement or regional license is in place.
- Posting the “Program Materials” or download links on open access websites, social media, public forums or chats, inside Facebook groups, and the like is strictly prohibited.
- Any updates of the “Program Materials” are included as part of the annual subscription.
- Unless “the Purchaser” has prior written consent from *Youth Wellbeing Project* 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 Materials” to others; or
 - create any derivative work based upon any or all parts of the “Program Materials”.
- No fees may be charged by “the Purchaser” in connection with use of the “Program Materials” without the express written consent of *Youth Wellbeing Project* (this requires a Commercial Use Agreement).
- The “Program Materials” is written for specific age groups and audiences; if necessary, “the Purchaser” may omit certain portions of the “Program Materials” to tailor it to a specific audience, however in no case shall the integrity or accuracy of the “Program Materials” be diminished in any way by such omissions.
- The *Youth Wellbeing Project* names or branding may not be removed from any of the “Program Materials”, including *Youth Wellbeing Project* initiative branding such as IQ PROGRAMS and Porn Resilient Kids or any other initiative developed by *Youth Wellbeing Project*.
- As a condition of use of the “Program Materials”, “the Purchaser” may be requested to complete user evaluation surveys and/or provide feedback to *Youth Wellbeing Project* on the effectiveness of the “Program Materials”.
- 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 or unintended harms incurred as a result of the “Program Materials”.
 - 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 Materials” (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 Materials” notified by *Youth Wellbeing Project* from time to time.
- At *Youth Wellbeing Project*’s sole discretion, the above permitted uses of the “Program Materials” can be revoked or amended at any time for any reason.

COMMERCIAL USE AND REGIONAL LICENSING

Any Purchaser who is acting as an external service provider and intends to use the “Program Materials” 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 Materials”. Any Purchaser who wishes to license the “Program Materials” in their region or county may apply to do so.

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

By using any of the “Program Materials”, “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.