

Terms and Conditions

Terms of use for The Ninja Training Zone online platform

Effective date: 27 July 2027

Last updated: 16 July 2026

Version: 1.1

1. About these terms

These Terms and Conditions ("Terms") govern access to and use of the online platform "**The Ninja Training Zone**" (the "Platform") provided by **Ninja Maths (ABN 28 576 242 915)** ("we", "us", "our"), available at app.ninjamaths.com.au.

These Terms apply to:

- (a) any teacher, school administrator, or other individual who creates or accesses a Ninja Maths account, who agrees to these Terms by accessing the Platform; and
- (b) use of the Platform by students, which is arranged and authorised by the student's school under its own agreement with us and its own arrangements for parental consent. A parent or guardian is not separately required to agree to these Terms.

Precedence with school agreements. If there is any inconsistency between these Terms and a signed agreement between us and a school (including a Data Processing Agreement), that signed agreement prevails in relation to that school's use of the Platform.

2. Who may use the Platform

The Platform is intended for use by schools, their teachers and staff, and students enrolled at those schools, for educational purposes.

Students. Students access the Platform through their school using a class code provided by their teacher. Student use is arranged and supervised by the school, and any consent required from a parent or guardian is obtained by the school.

Teachers and schools. Teacher and administrator accounts are for authorised school staff only. You are responsible for keeping account credentials secure and for activity under your account.

3. Accounts and access

- You must provide accurate information when creating a teacher or administrator account.
- You must not share your login credentials or allow unauthorised access.
- You must notify us promptly of any suspected unauthorised use of an account.
- We may suspend or terminate access that we reasonably believe is unauthorised, unsafe, or in breach of these Terms.

4. Acceptable use

When using the Platform you must not:

- Use it for any unlawful, harmful, or fraudulent purpose
- Attempt to gain unauthorised access to the Platform, other users' data, or our systems
- Interfere with or disrupt the Platform's security or operation
- Copy, modify, reverse engineer, or create derivative works from the Platform except as permitted by law

- Introduce malicious code, or scrape or harvest data from the Platform
- Use the Platform to store or transmit content that is unlawful, offensive, or infringing

5. Privacy and student data

Our handling of personal information, including children's information, is described in our **Privacy Policy**, which forms part of these Terms. We handle student information on behalf of schools and in accordance with our agreement with the relevant school.

6. Intellectual property

The Platform, including its software, games, content, designs, and branding, is owned by or licensed to Ninja Maths and is protected by intellectual property laws. We grant schools and their authorised users a limited, non-exclusive, non-transferable, revocable licence to access and use the Platform for educational purposes for the duration of their subscription or trial, subject to these Terms.

You must not use our name, logo, or branding without our written permission, except as reasonably necessary to refer to the Platform in a school context.

7. Fees, subscriptions and trials

Access to the Platform may be provided on a paid subscription basis, or as a free trial or pilot. Where fees apply, they will be set out in a quote, order form, or agreement with the school. Trials may be provided at no cost and may be limited in time or features.

8. Availability and changes

We aim to keep the Platform available and reliable, but we do not guarantee uninterrupted access. We may perform maintenance, and we may update, change, or discontinue features. We will give schools reasonable notice of material changes that significantly affect their use.

9. Third-party services

The Platform relies on third-party service providers (for example, cloud hosting and authentication). Their availability and performance are outside our direct control. We are not responsible for third-party services except as required by law.

10. Consumer guarantees and warranties

Nothing in these Terms excludes, restricts or modifies any guarantee, right or remedy under the **Australian Consumer Law** that cannot lawfully be excluded. Subject to those rights, the Platform is provided 'as is' and 'as available', and to the extent permitted by law we exclude other warranties, whether express or implied.

11. Limitation of liability

To the maximum extent permitted by law, and subject to any non-excludable rights under the Australian Consumer Law, we are not liable for any indirect, incidental, special or consequential loss, or for loss of data, profits or goodwill, arising from use of the Platform.

General limit. Where our liability cannot be excluded but can be limited, our liability is limited, at our election, to re-supplying the Platform or the cost of re-supply.

Privacy and confidentiality carve-out. The limit above does not apply to loss arising from our breach of the Privacy Policy, a Data Processing Agreement, or confidentiality obligations, or from fraud, wilful misconduct, or unlawful disclosure of personal information. In respect of those matters, our liability is limited to \$500,000 or the amount of our applicable insurance cover, whichever is greater (or as otherwise agreed in a signed agreement with the relevant school).

12. Indemnity

Limitation of Liability and Indemnity

1. Limitation of Liability

1.1 Subject to clause 1.3, the total aggregate liability of Ninja Maths (including its officers, employees and contractors) to the School under or in connection with this Agreement (whether in contract, tort including negligence, statute or otherwise) is limited to the greater of:

(a) \$75,000; or

(b) the total Fees paid by the School to Ninja Maths in the 12-month period immediately preceding the date on which the claim arose.

1.2 Notwithstanding clause 1.1, Ninja Maths' total aggregate liability arising from or in connection with any breach of privacy, data security, or unauthorised access to, or loss of, Student Data is limited to \$300,000.

1.3 Nothing in this Agreement excludes or limits liability for:

(a) death or personal injury caused by negligence;

(b) fraud or fraudulent misrepresentation;

(c) any other liability that cannot be excluded or limited by Australian law.

1.4 To the maximum extent permitted by law, neither party is liable to the other for any indirect, incidental, special, consequential or exemplary loss or damage (including loss of profits, revenue, goodwill, data or opportunity), whether arising in contract, tort (including negligence) or otherwise, even if the possibility of such loss was advised.

2. Indemnity by Ninja Maths

2.1 Ninja Maths will indemnify the School against all direct losses, damages, costs and expenses (including reasonable legal fees) suffered or incurred by the School arising from any claim by a third party that the Platform infringes that third party's intellectual property rights, except to the extent the claim arises from:

(a) the School's modification of the Platform;

(b) the School's combination of the Platform with other software or materials not provided by Ninja Maths; or

(c) the School's use of the Platform otherwise than in accordance with this Agreement.

3. Indemnity by the School

3.1 The School will indemnify Ninja Maths against all direct losses, damages, costs and expenses (including reasonable legal fees) arising from:

(a) the School's breach of this Agreement;

(b) any claim by a student, parent or third party arising from the School's use of the Platform (except to the extent caused by Ninja Maths' negligence or breach); or

(c) any content or data uploaded by the School or its users.

4. General

4.1 The limitations and indemnities in this clause survive termination or expiry of this Agreement. **13.**

Suspension and termination

We may suspend or terminate access if these Terms are breached, if required by law, or to protect the safety or security of users or the Platform.

Suspension vs deletion. A suspension of access (for example, during investigation of a suspected breach or for non-payment) does not by itself result in deletion of a school's data. Data is retained during suspension and can be restored on resumption of access.

Termination. On termination of a school's agreement with us, the licence to use the Platform ends, and we will handle any data in accordance with our Privacy Policy and our Data Processing Agreement with the school — which set out the timelines for return and deletion of data.

14. Governing law

These Terms are governed by the laws of **Western Australia**, and the parties submit to the non-exclusive jurisdiction of the courts of that State.

15. Changes to these Terms

We may update these Terms from time to time. The 'Last updated' date shows when they were last changed. Continued use of the Platform after a change means you accept the updated Terms. Material changes affecting schools will be communicated to those schools.

16. Contact us

Ninja Maths

ABN: 28 576 242 915

Email: support@ninjamaths.com.au

Website: <https://app.ninjamaths.com.au>