



Terms of Use

*These terms of Use (“**Terms**”), together with any and all other documents referred to herein, govern the relationship between you and Wonde Pty Ltd, trading as MyLogin (“we”, “us”, “our” or “**MyLogin**”), under which simplified student logins (“**Services**”) are provided by us through our platform <https://MyLogin.com> (“**Platform**”), collectively known as the MyLogin (“**MyLogin**”).*

*The Services are operated by Wonde Pty Ltd which has several trading names including MyLogin. Wonde Pty Ltd is a company registered in Australia under ACN 631 042 307 whose registered office is at 204/3 Spring St, Sydney, NSW, 2000, Australia. Wonde is part of the Beyond group of companies (**Beyond Group**) including Wonde Limited (a company incorporated in England with the company number 14160647 (**Wonde UK**)).*

Please read these terms carefully.

By accessing and using MyLogin together with any content, you confirm you understand and accept these Terms. We will also require you to read and accept our Privacy Notice and any applicable terms and conditions which relate to the Services provided by us through the use of the MyLogin, if you are an authorised user.

If you do not accept these Terms, please do not visit our platform, access MyLogin and/or use our Services.

If you are below sixteen (16) years of age, please obtain the permission of your parent or legal guardian before using MyLogin.

1. Support

For details of any support or assistance in relation to the use of MyLogin, please contact us at support@mylogin.com.

2. Changes to these Terms

We amend these Terms from time to time. Every time you wish to use MyLogin, please check these Terms and any additional terms linked to it to ensure you understand the terms that apply at that time.

Your continued use of the MyLogin Platform shall be deemed to constitute your acceptance and acknowledgement of any such changes.

3. Accessing MyLogin

Subject to your compliance with these Terms and applicable purchase terms and/or your payment (or a third party's payment) of any applicable fees, MyLogin grants you a limited, non-exclusive, non-transferable, non-sublicensable licence to access and make use of MyLogin. Access to MyLogin is permitted on a temporary basis, and we reserve the right to withdraw or amend the Services we provide in our MyLogin Platform without notice (see below). We will not be liable if for any reason MyLogin is unavailable at any time or for any period.

We do restrict access to some parts of our platform, to users who have registered with us as opposed to general visitors.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms.

You are responsible for making all arrangements necessary for you to have access to MyLogin. You are also responsible for ensuring that all persons who

access MyLogin through your internet connection are aware of these Terms and that they comply with them at all material times.

4. Termination

We can terminate your use of MyLogin at any time and without notice, if it deems that you have breached these Terms or uploaded any material to any part of MyLogin, that is false or misleading, or against the law or any applicable regulations, or for any other reason it determines is appropriate.

5. Limitation of Liability

We exclude all implied conditions, warranties, representations or other terms that may apply to MyLogin or any content on it.

We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, MyLogin Platform or platform; or
- use of or reliance on any content displayed on the MyLogin Platform. or platform

In particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- loss of expenses;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

6. Intellectual Property Rights

We own all rights, title and interest in and to all of its intellectual property in the MyLogin Platform. You acknowledge and agree that we own all intellectual property rights in MyLogin and shall not do anything to breach these Terms.

Expressly as stated herein, these Terms do not grant you any rights to, or in, or any other rights or licences in respect of our Services. We are the owner or the licensee of all intellectual property rights in and to MyLogin,, and all source code, databases, functionality, software, platform designs, audio, video, text, photographs, and graphics on the MyLogin platform (collectively, the “**Content**”) and in and to the material published on it and the trademarks, service marks, and logos contained therein (the “**Marks**”) are owned or controlled by us. All of these works are protected by copyright laws and treaties around the world. All such rights are reserved.

If you print off, copy or download any part of the platform in breach of these Terms, your right to use MyLogin will cease immediately and you must, at our option, return or destroy any copies.

For the avoidance of doubt, you may not sell any of the information set out on the MyLogin platform.

7. Prohibited Activities

You may use MyLogin only for lawful purposes. You may not use MyLogin Platform:-

- In any way that breaches any applicable local, national or international law or regulation;
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- For the purpose of harming or attempting to harm minors in any way;
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (including spam); or

- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;
- Systematically retrieve data or other content from the MyLogin platform to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us;
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords;
- Circumvent, disable, or otherwise interfere with security-related features of the MyLogin Platform, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the MyLogin Platform and/or the Content contained therein;
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the MyLogin Platform;
- Use any information obtained from the MyLogin Platform in order to harass, abuse, or harm another person.
- Make improper use of our support services or submit false reports of abuse or misconduct.
- Use the MyLogin Platform in a manner inconsistent with any applicable laws or regulations.
- Use the MyLogin Platform to advertise or offer to sell goods and services.
- Engage in unauthorised framing of or linking to the platform.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of the MyLogin Platform;
- Not to access without authority, interfere with, damage or disrupt:
 - any part of the MyLogin Platform;
 - any equipment or network on which our platforms are stored;
 - any software used in the provision of the MyLogin Platform; or
 - any equipment or network or software owned or used by any third party.

Any misuse of the MyLogin Platform in violation of the above terms is a clear breach of these Terms and may result in, among other things, termination or suspension of your rights to use the MyLogin Platform.

8. Events Outside Our Control

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by any act or event beyond our reasonable control.

For the avoidance of doubt, we shall not be liable to you or any other person (including any intended beneficiary) as a result of any act, omission, failure, fraud, delay, negligence, insolvency or default of any bank, financial institution, clearing or payments system, or regulatory, governmental or supra-national body or authority.

9. Disclaimers

We make no warranty or representation that the MyLogin Platform will meet your requirements or that it will be compatible with any systems.

Our Services are provided on an “as is” basis and we make no guarantees as to the results of our Services.

We reserve the right to alter, suspend or discontinue any part (or the whole of) the MyLogin Platform including, but not limited to, the Services available. These Terms shall continue to apply to any modified version of the MyLogin Platform unless it is expressly stated otherwise.

10. Data Protection

To enable us to fulfil the Services under these Terms, it may be necessary for us to collect personal data from you to enable us to provide our Services to you and further details of our policies and procedures on data protection and the use of the MyLogin Platform generally are set out in our Privacy Notice.

Each party agrees to act in accordance with any relevant data protection legislation at all times.

If you supply personal data to us through the MyLogin Platform, then you consent to us maintaining, recording and using the personal data in accordance with our Privacy Notice.

For more information on how we manage your personal data, please see our Privacy Notice.

11. Cyber Crime

You must not misuse the MyLogin Platform by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the MyLogin Platform, the server on which our platform is stored or any server, computer or database connected to the MyLogin Platform. You must not attack the MyLogin Platform via a denial-of-service attack or a distributed denial-of-service attack.

By breaching this provision, you may also be committing a criminal offence under Australian Federal and/or State/Territory law. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the MyLogin Platform will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the MyLogin Platform or to your downloading of any material posted on them, or on any website linked to them.

12. General

Assignment and transfer. We may freely assign or transfer our rights and obligations under these Terms.

Severance. Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

Third party rights. These Terms are between you and us. No other person has any rights to enforce any of its terms.

Governing law and jurisdiction. These Terms are governed by Australian law and each party irrevocably agrees to submit all disputes arising out of or in connection with these Terms to the exclusive jurisdiction of the Australian courts.

13. Contact us

In the event of any comments or questions in relation to the Terms please contact legal@wonde.com.