



meriSTEM TERMS OF SERVICE AND USE

Updated 11 December 2020, Effective 15 January 2021

Location: <http://meristem.anu.edu.au/index.php/agreements/>

This is an agreement between you and the Australian National University (Service Provider), that describes your rights to use the software and services identified in section 1.1 below.

For convenience, we have phrased some of the terms of the Agreement in a question and answer format. You should read (1) the entire Agreement, (2) The Australian National University's Privacy Policy and (3) Acceptable use of Information Technology Policies, as amended from time to time because all the terms are important and together create a legal agreement that, once accepted by you, applies to you.

If you are under the age of 18, you must have the permission of your parent or guardian to use the Site and by using the Site you promise that you have such permission.

1 Scope of Agreement, Acceptance and Changes

What services are covered by this Agreement?

- 1.1 This Agreement covers the meriSTEM courses online platform, including the site <https://courses.meristem.anu.edu.au> (**Site**) and related support services (**meriSTEM**).
- 1.2 meriSTEM is an initiative of the Australian National University (ANU) which aims to build teacher capacity to increase deep, inquiry learning and critical thinking in high schools, through the provision of comprehensive, curriculum-aligned online and in-class science learning resources and teacher support.
 - (a) The meriSTEM course site is free to be used by any individual registered on the site. The site and additional teacher resources have been created for teachers to use in conjunction with a flipped classroom pedagogical approach, where the meriSTEM course is prescribed out-of-class-time study.
 - (b) For students: Your teacher may ask you to register on the site and enroll in modules. You will participate in the course by watching videos and answering follow-up questions that check your understanding. Your teacher may also provide you with in-class learning materials such as worksheets or practical activities.
 - (c) For teachers: You may ask your students to register on the site and enroll in modules. You will not be able to monitor their progress. On joining the meriSTEM Teacher Community (<http://meristem.anu.edu.au/index.php/new-to-meristem/teacher-registration/>), you will also be provided access to the bank of in-class learning materials such as worksheets, practical activities and answer keys that you can share with your students through your own Learning Management System or when printed in hard copy.

How do I accept this Agreement?

- 1.3 By registering an account on the Site (Account) you agree to abide by these terms (**Agreement**) without modification to you. If you do not, you may not use the Site.

What is the term of the Agreement?

- 1.4 Your access to the Site begins the day you register an account. It continues for the period of time you are granted Login Access to the Site.

Can the Service Provider change this Agreement after I have accepted it?

- 1.5 From time to time, the Service Provider may change or amend these terms. If we do, we will notify you, either through the user interface, in an email message, or through other reasonable means. If you use the Site after



the date the change becomes effective, you consent to the changed terms. If you do not agree to the changes, you must stop using the Site. Otherwise, the new terms apply to you.

What types of change can I expect to the Service?

- 1.6 We work to improve the Site and may change it at any time. We may release new versions or updates from time to time.

2 meriSTEM Site

How do I set up an account?

- 2.1 You can either register an account directly at <https://courses.meristem.anu.edu.au> or respond to an enrollment email notification from the site. You must register an account before you use the Site.
- 2.2 When you register an account with the Site, you will be requested to submit information including, but not limited to, the following personal information: (a) your name; (b) your email address; (c) a username; and (d) a password. You may provide additional details including your gender, city and country or region of residence.
- 2.3 The email address you use to create your account will be unique to you for as long as your account is still active.

Privacy

- 2.4 The Australian National University (**ANU**) recognizes that your privacy is very important to you. As an 'agency' within the meaning of the *Privacy Act* 1988 (Cth), ANU complies with the obligations of the Privacy Act to protect the integrity of your personal information. ANU has a [Privacy Policy](#) that sets out how the ANU deals with personal information. You can contact us about how your personal information at privacy@anu.edu.au to make a complaint or enquiry about ANU privacy practices.
- 2.5 meriSTEM is owned and operated by the ANU as represented by the Research School of Physics. meriSTEM is hosted by an external provider, OpenCraft (<https://opencraft.com/>).

What data about me is collected?

- 2.6 Any data, including personal information, you submit to the Site may be used by the ANU and its employees and subcontractors, acting as a data processor, to perform the meriSTEM service, as described in 1.2 and additional services as required to support these aims.
- 2.7 We collect information, including Personal Information when you sign up for a user account, participate in online courses, send us email messages and/or participate in our public forums. We also collect certain usage information about student performance and patterns of learning. In addition, we track information indicating, among other things, which pages of our Site were visited, the order in which they were visited, when they were visited and which hyperlinks and other user interface controls were used.
- 2.8 Some of the information is collected through cookies (small text files placed on your computer that store information about you, which can be accessed by the Site). You should be able to control how and whether cookies will be accepted by your web browser. Most browsers offer instructions on how to reset the browser to reject cookies in the "Help" section of the toolbar. If you reject our cookies, many functions and conveniences of this Site may not work properly.

Why is my User Input collected?

- 2.9 Your Personal Information will only be shared with your Teacher if requested, and the administrators of the Site. This will be done for the following purposes:
- (a) To enable the Teacher to provide, administer, monitor and improve the courses.
 - (b) For the purpose for which you specifically provided the information, for example, to respond to a specific inquiry or provide you with access to the specific course content and/or services you select.



- (c) To allow your Teacher to track both individual and aggregate progress in the online course in order to assess, and where relevant, grade participation and performance.
- (d) To monitor and detect violations of the Acceptable use of Information Technology and Privacy Policies, and the Terms of Service and Use, as well as other misuses and potential misuses of the Site.
- (e) To send you email messages about Site maintenance or updates.
- (f) To archive this information and/or use it for future communications with you.
- (g) To maintain and improve the functioning and security of the Site and our software, systems, and network.
- (h) As otherwise described to you at the point of collection or pursuant to your consent.

2.10 The ANU will not otherwise disclose your personal information without your consent unless required or authorised by law.

What if I can't access my account?

2.11 If you have forgotten your password to your account, you can recover your account by using the automated recovery system on the Site.

3 Content

Who owns the meriSTEM materials?

3.1 Resources created by meriSTEM contributors and designated with the meriSTEM logo are Creative Commons Attribution-NonCommercial-ShareAlike 4.0 Licensed.

3.2 In summary only (and not a substitute for the full license, available at <https://creativecommons.org/licenses/by-nc-sa/4.0/>), this license allows re-use of the materials, provided:

- (a) Attribution — You must give appropriate credit, provide a link to the license, and indicate if changes were made. You may do so in any reasonable manner, but not in any way that suggests the licensor endorses you or your use.
- (b) NonCommercial — You may not use the material for commercial purposes.
- (c) ShareAlike — If you remix, transform, or build upon the material, you must distribute your contributions under the same license as the original.

3.3 Unless otherwise advised, you acknowledge and agree that all right title and interest in, and to the information, text, data, logos, trademarks, software, photographs, videos, graphics, music, sounds and other materials on the Site are protected by intellectual property rights held by the Service Provider and/or its licensors. These intellectual property rights are valid and protected in all forms, media and technologies now or developed later.

3.4 Unless indicated as being in the public domain, the content on the Site is protected by Australian and foreign copyright laws. Unless otherwise expressly stated on the Site, the texts, exams, video, images and other instructional materials provided with the educational courses offered on this Site are for your personal use in connection with those courses only.

3.5 Certain reference documents, digital textbooks, articles and other information on the Site are used with the permission of third parties, and use of that information is subject to certain rules and conditions, which will be posted along with the information. By using this Site you agree to abide by all such rules and conditions.

3.6 **Links to Other Sites.** The Site may include hyperlinks to sites maintained or controlled by others, including YouTube and other entities. meriSTEM are not responsible for, and do not routinely screen, approve, review



or endorse the contents of or use of any of the products or services that may be offered at these sites. If you decide to access linked third-party websites, you do so at your own risk.

4 User Input

What is User Input?

- 4.1 User Input includes all content submitted, posted, published or distributed on the Site by you or other users of the Site, including but not limited to all forum posts, wiki edits, notes, questions, comments, videos and file uploads.

Who owns my input?

- 4.2 When you enter or upload User Input you retain the ownership in any intellectual property you may generate in your User Input. All right title and interest in your User Input remains with you and we do not assume any liability for your User Input.
- 4.3 By entering or uploading User Input you grant a non-exclusive, royalty-free, transferable, irrevocable, perpetual worldwide license and right to use, display and otherwise make available your User Input.

Who is responsible for my input?

- 4.4 By submitting or distributing your User Input, you affirm, represent and warrant

(1) that you have the necessary rights, licenses, consents and/or permissions to reproduce and publish the User Input and to authorize meriSTEM and its users to reproduce, modify, publish and otherwise use and distribute your User Input in a manner consistent with the licenses granted by you below, and

(2) that neither your submission of your User Input nor the exercise of the licenses granted below will infringe or violate the rights of any third party. You, and not meriSTEM, are solely responsible for your User Input and the consequences of posting or publishing them.

Who is responsible for other users' input?

- 4.5 You understand that when using the Site you may be exposed to User Input from a variety of sources and that meriSTEM is not responsible for the accuracy, usefulness, reliability or intellectual property rights of or relating to such User Input. You further understand and acknowledge that while unlikely, you may be exposed to User Input that are inaccurate, offensive, defamatory, indecent or objectionable and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against meriSTEM or any of the meriSTEM Participants with respect thereto. Neither meriSTEM nor any of the meriSTEM Participants endorse any User Input or any opinion, recommendation or advice expressed therein. Neither meriSTEM nor any of the meriSTEM Participants have any obligation to monitor any User Input or any other user communications through the Site.

What can and can't I post?

- 4.6 You represent and warrant for the duration of the Agreement that you have (and will have) all rights necessary for the User Input you upload to the Site and that the use of your User Input, as contemplated in this paragraph won't violate any law.
- 4.7 You agree that you are responsible for your own use of the Site and for your User Input.
- 4.8 In addition to the ANU Privacy Policy, it is forbidden to post:
- (a) Content that infringes another's intellectual property, including, but not limited to, copyrights or trademarks;
 - (b) Profane, pornographic, obscene, indecent or unlawful content;
 - (c) Advertising or any form of commercial solicitation;



- (d) Content related to partisan political activities;
- (e) Viruses, Trojan horses, worms, time bombs, corrupted files, malware, spyware or any other similar software that may damage the operation of another's computer or property; and
- (f) Content that contains intentionally inaccurate information or that is posted with the intent of misleading others.
- (g) Furthermore, you agree not to scrape, or otherwise download in bulk, any Site content, including but not limited to a list or directory of users on the system, on-line textbooks, User Input or user information.

Can meriSTEM take down User Input?

- 4.9 meriSTEM reserves the right to review User Input and to exercise its sole discretion to edit or remove, in whole or in part, any User Input at any time and for any reason. Without limiting the foregoing, upon receiving notice from a user or a content owner that a User Input allegedly does not conform to these Terms of Service and Use, meriSTEM may investigate the allegation and determine in its sole discretion whether to remove the User Input, which it reserves the right to do at any time and without notice.

What does the Service Provider do with my data?

- 4.10 By submitting data or information which forms part of your User Input, such as answers to quiz questions to the Site you grant the Service Provider with a perpetual and irrevocable licence to host, transmit, use and distribute such User Input for the purposes for which it is submitted.
- 4.11 Any reports generated by the Site may include system specific data, your user name and the input, progress and completion of any modules.
- 4.12 You agree that we reserve the right to disclose any aspect of User Input if required to do so by law or based on the good faith belief that such preservation or disclosure is reasonably necessary to: comply with legal process; enforce the terms of the Site hereunder; respond to claims that any user data violates the rights of third parties; or to protect the rights, property or personal safety of the Service Provider, meriSTEM permitted users and the public.
- 4.13 You agree that we reserve the right to preserve customer data comprising your User Input for the longer of any of the following time periods:
- (a) for as long as you are provided with login access to, or;
 - (b) for as long as you maintain an account registration with the Site; or
 - (c) indefinitely, in the event of a potential violation of these terms or a dispute involving the customer data
- 4.14 User Input may be retained in each case for a reasonable time thereafter to allow for orderly disposal.

5 Access to Site

What terms govern the Site?

- 5.1 Subject to the terms of this Agreement, you may access and use the Site only for the purpose of education (Approved Purpose).
- 5.2 The Site is licensed and the Service Provider and/or its licensors reserves all rights not expressly granted in this Agreement, whether by implication, estoppel or otherwise.
- 5.3 We grant you a limited, non-exclusive, non-transferable licence to use the Site solely for the Approved Purpose for the duration of this Agreement.

Are there things I can't do with the Site?



- 5.4 Yes. In addition to the other restrictions in this Agreement, you agree not to access (or attempt to access) the Site by any means other than through your Login Access protocols you are provided. You agree not to share your Login Access with others or otherwise disclose your Login Access to unauthorized third parties for any purpose whatsoever. If you knowingly share your Login Access with another person who is not authorized to use the Site, your access to the Site may be suspended or terminated. You agree to immediately notify us of any unauthorized use of your Login Access or any other breach of security that you are aware of.
- 5.5 You may not use the Site in any way that could damage the reputation of the Service Provider or use the Site for the propagation, distribution, housing, processing, storing or otherwise handling in any way, lewd, obscene or pornographic material or any other material which the Service Provider deems objectionable. The designation of any such material is entirely at the Service Provider's reasonable discretion.
- 5.6 You may not circumvent or bypass any technological protection measures in or relating to the Site or disassemble, decompile or reverse engineer any software or other aspect of the Site that's included in or accessible through the Site, except and only to the extent that the applicable copyright law expressly permits doing so. You may not use the Site for any unauthorized way that could interfere with anyone else's use of the Site or gain access to any service, data, account or network. You may not enable access to the Site by unauthorized third party applications.

Is meriSTEM secure?

- 5.7 We endeavor to take all reasonable steps to keep all information about you secure and confidential. All of our personnel and subcontractor personnel that provide the Site are obliged by law to respect the confidentiality of any information including your personal information held by the Site.

6 Breach

Breach of Terms of Use

- 6.1 If you violate this Agreement in a way that we, in our absolute discretion reasonably believe materially breaches this Agreement, we may take action against you including (without limitation): asking you to refrain from certain activities; immediately suspending or terminating all or any part of your Site; temporarily or permanently removing your User Input stored on the Site; gathering information about your use of the Site and any other permitted users of the Site involved and the complaining party, if any, and examine your User Input; cooperate with law enforcement authorities in the investigation of suspected criminal violations.

How can I terminate use of the Site?

- 6.2 You may terminate use of the Site at any time and for any reason. You can do this by emailing the meriSTEM team at contact.meristem@anu.edu.au. Please note that your User Input that is associated with a closed Site account may not be accessible to you, it may still remain on our system for a period of time.

What happens if my account is cancelled or terminated?

- 6.3 If your account is cancelled or terminated (whether by you or us), your right to use the Site stops immediately and your licence to use our software ends. Your Login Access will be deactivated and your User Input comprising Registration Data, Progress Data and server log data will be retained by the Service Provider. We have no obligation to return your User Input to you.

7 General

Will the Site services be disrupted?

- 7.1 We strive to keep the Site up and running, however all online services suffer occasional disruptions and outages, and the Service Provider is not liable for any disruption or loss you may suffer as a result.

Will the Site always be perfect? (No warranties)

- 7.2 The Service Provider and its subcontractor's make no warranties, express or implied, guarantees or conditions, with respect to your use of the Site. You understand that use of the Site is at your own risk and



that we provide the Site on an 'as is' basis 'with all faults' and 'as available'. Service Provider does not guarantee the accuracy or timeliness of information available from the Site. To the extent permitted by law, we excluded any implied warranties, including for merchantability, satisfactory quality, fitness for a particular purpose, workmanlike effort, and non-infringement. You may have certain rights under law and nothing in this Agreement is intended to affect those rights, if they are applicable.

- 7.3 You acknowledge that computer and telecommunications systems aren't fault free and occasional periods of downtime occur. We do not guarantee that the Site will be uninterrupted, timely or error-free or that content loss won't occur.
- 7.4 Use of the site, and the content and services obtained from or through the site, is at your own risk. Your access to, or download of, information, materials or data through the site or any reference sites is at your own discretion and risk, and you will be solely responsible for any damage to your property (including your computer system) or loss of data that results from the download or use of such material or data, unless otherwise expressly provided for in the meristem privacy policy.

What laws govern the Site?

- 7.5 The laws of the Australian Capital Territory govern the interpretation of this Agreement, claims for breach of it and all other claims regardless of conflict of law principles. You and we irrevocably consent to the exclusive jurisdiction and venue of the Australian Capital Territory or Commonwealth courts (as applicable) for all disputes arising out of or relating to this Agreement.

Can I transfer my rights? (Assignment and Novation)

- 7.6 You may not assign, transfer, novate or otherwise deal with in any way your rights, benefits or obligations under this Agreement in whole or in part to any third party.
- 7.7 You agree that the Service Provider is entitled to assign any or all of the Service Providers right, benefits and obligations of this Agreement or novate this Agreement to any entity, body or nominated subcontractor of the Service Provider. In the event of any assignment or changes to the Agreement or if the Service Provider novates its rights, benefits, obligations and liabilities to a third party, you will be notified the next time you log into the Site.
- 7.8 By accepting the new Agreement when you next log in, you will have expressly consented to: the release of the Service Provider from all of its rights, obligations and liabilities under the Agreement; the discharge of the existing Agreement; and the substitution of a third party who will assume all of the rights, obligations and liabilities under the Agreement.

How will I be notified of changes?

- 7.9 You consent to the Service Provider providing you notifications about the Site or information the law requires us to provide via email to the address that you specified when you registered your account. Notices emailed to you will be deemed given and received when the email is sent. If you don't consent to receiving notices electronically, you must stop using the Site. You may notify us by emailing contact.meristem@anu.edu.au

How will this contract be interpreted?

- 7.10 This is the entire agreement between you and the Service Provider for the use of the Site. It supersedes any prior agreement between you and the Service Provider regarding your use of the Site. All parts of this Agreement apply to the maximum extent permitted by relevant law. If a court holds that we can't enforce a part of this Agreement as written, we may replace those terms with similar terms to the extent enforceable under the law, but the rest of this Agreement won't change. The Agreement's section titles are for reference only and have no legal effect.

Who can I contact for customer support?

- 7.11 Customer support for meriSTEM is available via contact.meristem@anu.edu.au