

# ICAS Assessment™

## Terms and Conditions (Malaysia)

### Background

This Agreement establishes the terms and conditions upon which Educational Assessment and Testing Services (M) Sdn Bhd (627032-U) of E3, Detached Office Block, Empire Damansara, No. 2, Jalan PJU 8/8A, Damansara Perdana, 47820 Petaling Jaya, Selangor (referred to as 'EATS'), an authorized reseller for Janison Solutions Pty Ltd (ACN 081 897 494) of 80 Bay St, Ultimo, NSW 2007 (referred to as 'Janison') will provide the Products and Services to a Registered School in Malaysia and upon which the Registered School (also referred to as **you** throughout this Agreement) agrees to purchase the Products and Services. You acknowledge that you have read, understood and agree with these terms of use. If you have any objection to any of these terms of use, you must immediately cease all use of the Products and Services.

We reserve the right to amend these terms of use at any time. All amendments to these terms of use will be notified in writing to you or posted online. You acknowledge that it is your responsibility to regularly check for updates to these terms of use. Your continued use of the Products and Services after updated terms of use have been posted will be deemed to constitute your acceptance of those updated terms of use.

### General Terms and Conditions

#### 1. Defined Terms and Structure

- 1.1 This Agreement consists of the following documents:
  - 1.1.1 these General Terms and Conditions, which apply to all Products and Services;
  - 1.1.2 the Product-specific Terms for the Product and Services (if applicable); and
  - 1.1.3 any Order.
- 1.2 Defined terms in this Agreement have the meaning given to them in the Definitions section.

#### 2. Purchasing Process

- 2.1 You may only purchase the Products and Services if you are a Registered School.
- 2.2 To purchase the Product and Services, you must:
  - 2.2.1 submit an Order through the EATS Online Shop;
  - 2.2.2 submit a School Purchase Order including, where relevant, in response to the Sales Proposal provided by EATS; or
  - 2.2.3 use any other method made available by EATS.
- 2.3 If you are purchasing the Products and Services through the EATS Online Shop, you must:
  - 2.3.1 first register on the EATS Online Shop or such other site made available by EATS ; and
  - 2.3.2 use the School Code and School Password issued to you through EATS Online Shop to submit an Order.

#### 3. Payment of the Prices and Administrative Fees

- 3.1 Prices for the Products and Services and Administrative Fees are as set out on the EATS Online Shop as at the time of your Order.
- 3.2 If you are purchasing the Products and Services through the EATS Online Shop, you must pay the Price and Administrative Fees before submitting your Order.
- 3.3 If you are purchasing a Product and/or a Service by submitting a School Purchase Order:
  - 3.3.1 EATS will issue an invoice in respect of the Price and Administrative Fees; and
  - 3.3.2 you must pay each invoice issued by EATS to you within 30 days of the date of the relevant invoice.

- 3.4 You must pay the Price and Administrative Fees by cheque, electronic funds transfer, Interbank GIRO, Interbank Funds Transfer, Instant Transfer and direct deposit.
- 3.5 Cheques and bank drafts should be made payable to 'Educational Assessment and Testing Services (M) Sdn Bhd'. If a cheque payment is dishonoured, the Registered School is responsible for the bank's dishonour fee charges. EATS must be reimbursed for any dishonour fee charges by the Registered School.

#### **4. Delivery of Products and Services**

EATS will deliver the Product and/or provide the Service to you after it has received payment from you. EATS will use all reasonable endeavours to ensure that you receive access to the Product and/or receive the Service within the timeframe set out in clause 1 and clause 3.1.2 of the Product-specific Terms (as applicable).

#### **5. Use of the Product and Conduct of Assessments**

5.1 Registered Schools must:

- 5.1.1 only use the Products through the interfaces provided by EATS and the Products and Services for the purpose of conducting the Assessments purchased;
- 5.1.2 ensure that their staff and Students, use the Product, Product Platform and Services in accordance with this Agreement and the Assessments User Guide;
- 5.1.3 ensure that only Students who meet the relevant Eligibility Criteria sit the Assessment;
- 5.1.4 arrange for Students undertaking Assessments to be supervised by a registered teacher or a member of staff nominated by the principal of the Registered School;
- 5.1.5 ensure that you only access the Product, Product Platform and Service through your unique user account. You are solely responsible for the activity that occurs on your account and for all liabilities incurred through your account. We are not responsible for any unauthorised activity on your account. We reserve the right to refer fraudulent or abusive or illegal activity to the relevant authorities; and
- 5.1.6 ensure that all hardware and firewall restrictions do not prevent or limit access to the Product, Product Platform and Services in accordance with this Agreement and the Assessments User Guide;
- 5.1.7 not, and must ensure that their staff and Students do not:
  - (a) interfere or disrupt any technological protection measures on the Product Platform or in the Product;
  - (b) combine, integrate or otherwise use the Product or Product Platform with any other application, device, system or thing if this is not contemplated by the Assessments User Guide or other written instructions of Janison or EATS;
  - (c) resell, reproduce, decompile or reverse-engineer the Product Platform or Product; or
  - (d) use (or attempt to use) data mining, robots, screen scraping or similar data gathering and extraction tools;
  - (e) disclose any School Code or School Password to any other person. If such disclosure has, or the Registered School believes that such disclosure may have, occurred (whether intentionally or accidentally), then the Registered School must immediately inform EATS. The Registered School must (and must procure that its staff and Students) change School Passwords regularly; and
- 5.1.8 use the Products and receive the Services and perform their obligations under this Agreement in accordance with all applicable laws and regulations.

5.2 EATS may vary the format in which it makes the Product available to you, from time to time, by posting a notice on the EATS Online Shop or by otherwise notifying you in writing.

#### **6. Intellectual Property**

6.1 Janison, its Authorised Business Partners and other third parties own all copyright and other Intellectual Property Rights in the online and printed versions of the Product and the Product Platform. Nothing in this Agreement transfers any right, title or interest in the Intellectual Property Rights of Janison, its Authorised Business Partners or any other third party to you.

- 6.2 Subject to clause 6.3, you and your staff and students must not produce, transmit, communicate, adapt, distribute, license, sell, modify or publish or otherwise use, any part of the Product or Product Platform without the permission of the relevant Intellectual Property Rights holder. This material includes, but is not limited to, the design, layout, look, text, appearance, images and the underlying computer code, whether the source code or object code.
- 6.3 Janison grants you a non-exclusive, royalty-free, sub-licensable licence to reproduce, publish or communicate the Product or Product Platform to the extent necessary to conduct an Assessment
- 6.4 Staff and students are prohibited from taking photographs, screenshots or otherwise copy the text/images of any test items (questions) that appear on the screen.
- 6.5 Unauthorised use of the Product or Product Platform or any materials in which intellectual property rights subsist may give rise to a claim for damages or criminal action.

## **7. Cancellations, refunds and credit notes**

- 7.1 If Janison is unable to deliver an Assessment during a Sitting Period (or agreed Alternative Sitting Period) due to reasons within Janison's reasonable control, Janison will provide the Registered School with another Sitting Period upon a request in writing from the Registered School.
- 7.2 A Registered School may request a refund or credit note for a Product and/or Service by completing a Refund Request Form if the Registered School:
  - 7.2.1 makes an error when purchasing a Product and/or Service and submits a request for a refund or credit note within 3 business days of the date of its Order or such longer period that EATS may determine in its discretion; or
  - 7.2.2 suffers unforeseen circumstances (such as a merger or closure) that render it impractical to conduct an Assessment during a Sitting Period (or agreed Alternative Sitting Period) and provides the supporting documentation requested by EATS, including (a) evidence that the Registered School has refunded any amounts that it has charged parents, guardians or others in respect of a Student's participation in the relevant Assessment or a written undertaking that the Registered School will provide such a refund within 14 days and evidence that the Registered School has refunded the amounts within this time; and (b) evidence of the unforeseen circumstances rendering it impractical for the Registered School to conduct the Assessment within the Sitting Period or agreed Alternative Sitting Period.
- 7.3 EATS will consider, at its discretion, whether to grant a refund or credit note if it receives a Refund Request Form from a Registered School pursuant to clause 7.2.
- 7.4 If EATS grants a credit note or refund, it will charge an Administrative Fee. Registered Schools have one year from the date of issue to use a credit note.
- 7.5 In the event that a Registered School elects to unilaterally cancel a Test Event, the Registered School shall be responsible for notifying and informing parents of their intention to cancel and in those circumstances EATS shall not be liable for any refund to the parents.

## **8. Personal Information**

- 8.1 EATS and Janison will collect Personal Information from a Registered School for the purposes of:
  - 8.1.1 delivering the Products and Services to the Registered School; and
  - 8.1.2 generating reports, conducting research and analysis and improving its Products and Services.
- 8.2 With respect to each Student who will sit an Assessment, the Registered School will need to collect the Personal Information of the Student and disclose such Personal Information to EATS and Janison for the purposes set out in clause 8.1.
- 8.3 The Registered School must obtain consent from the Student's parent or guardian for EATS and Janison to collect the Student's Personal Information for the purposes set out in clause 8.1. At the time of its collection of Personal Information from the Student, the Registered School must issue a privacy collection statement in the form set out in Attachment A of these General Terms and Conditions.
- 8.4 Each party will only collect, use and disclose Personal Information in accordance with the Personal Data Protection Act and must do all things requested in writing by the other party (acting reasonably) to enable the other party to comply with all requirements of the Personal Data Protection Act.

- 8.5 Once a staff member of a Registered School registers to make purchases at the EATS Online Shop, Janison or its agents may email or otherwise contact the staff member of that Registered School (but not any Students or Parents) from time to time in order to:
- 8.5.1 share information about EATS's and Janison's other products and services; and
  - 8.5.2 invite the Registered School to participate in research, marketing and promotional activities undertaken by EATS and Janison for their products and services.
- 8.6 The Registered School may opt out of receiving the communications referred to in clause 8.5 at any time by contacting EATS and Janison or, in the case of electronic messages, using the unsubscribe facility included in the message.

## **9. Disclaimer of Warranty and Limitation of liability of EATS**

### **9.1 Disclaimer of Warranty**

To the maximum extent permitted by law but subject to clause 9.2 and clause 9.3, EATS excludes all implied representations, warranties, terms and conditions of any kind whatsoever (whether implied by common law, statute or otherwise) and the application or availability of any statutory rights (including any implied representations, warranties, terms or conditions or any statutory guarantees that the Products or Services are of satisfactory quality or fit for their purpose).

### **9.2 Limitation of Liability**

9.2.1 Subject to clause 9.3, neither party will be liable to the other party under or in respect of this Agreement for any consequential, indirect or special damages, regardless of whether that liability arises in contract, tort (including negligence), at common law, in equity, under statute, under an indemnity or otherwise howsoever arising.

9.2.2 You assume responsibility for the use and results obtained from the use of the Products or Services.

9.2.3 To the maximum extent permitted by law and subject to clause 9.3, EATS' total liability of any kind to a Registered School arising out of or related to this Agreement (including but not limited to warranty claims), regardless of the forum and regardless of whether any action or claim is based on contract, tort (including negligence or consequential loss), breach of statute or otherwise, exceed the total Price paid by the Registered School in respect of the Products and Services in the immediately preceding 12 month period (determined as of the date of any final judgment in an action).

### **9.3 Statutory Rights and Consumer Guarantees**

Where legislation implies a condition, warranty or term into this Agreement or provides statutory guarantees in connection with this Agreement, in respect of goods and services supplied, EATS' liability for breach of such a condition, warranty, other term or guarantee is limited (at EATS' election):

9.3.1 in the case of supply of the Products, EATS doing any one or more of the following:

- (a) replacing the Products or supplying equivalent goods;
- (b) repairing the Products;
- (c) paying the cost of replacing the Products or of acquiring equivalent goods; and/or
- (d) paying the cost of having the Products repaired; or

9.3.2 in the case of supply of Services, EATS doing either or both of the following:

- (a) supplying the Services again; and/or
  - (b) paying the cost of having the Services supplied again.
- (a)

## **10. Termination**

10.1 Either party may terminate this Agreement, without cause, upon 60 days' prior written notice to the other party, subject to you paying any outstanding Prices and Administrative Fees due to EATS.

10.2 Either party (Terminating Party) may terminate this Agreement immediately by notice if the other party (Defaulting Party):

10.2.1 has breached any term of this Agreement which is not capable of being remedied;

10.2.2 has breached any term of this Agreement which is capable of being remedied, and has failed to remedy such breach or non-compliance within thirty (30) days of the date of notice from the Terminating Party requiring rectification of the breach or non-compliance; or

10.2.3 becomes insolvent, is unable to pay their debts when due or suffers a similar event.

## 11. General

- 11.1 This Agreement is governed by, construed and takes effect in accordance with the laws of Malaysia. The parties submit to the non-exclusive jurisdiction of the courts of Malaysia.
- 11.2 EATS will not be in breach of this Agreement for any failure to comply with this Agreement that is caused by or arises from any event or circumstances beyond their control, including any pandemic, unforeseen acts of God or of governments and regulatory authorities (Force Majeure Event), and the time for performance of any impacted obligation(s) will be extended accordingly. If a party's performance of its obligations under this Agreement is delayed or prevented by a Force Majeure Event it shall notify the other party of the nature, extent, effect and likely duration of the circumstances constituting the Force Majeure Event as soon as reasonably practicable and, as soon as reasonably practicable after cessation of the Force Majeure Event, resume full performance of its obligations under this Agreement.
- 11.3 A Registered School may not assign, transfer, novate or otherwise dispose of any or all of its rights and/or obligations under this Agreement without prior written consent from EATS (which must not be unreasonably withheld). EATS shall be entitled to assign, without consent, all or any of its rights and/or obligations under this Agreement to any person or entity.
- 11.4 This Agreement constitutes the whole agreement between the parties relating to its subject matter and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.
- 11.5 The rights, powers, privileges and remedies provided under any provision of this Agreement are cumulative and are not exclusive of any rights, powers, privileges or remedies provided under any other provision of this Agreement or by applicable law or otherwise.
- 11.6 Subject to any express provisions to the contrary, each party must pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of this Agreement.
- 11.7 Nothing in this Agreement shall constitute, or be deemed to constitute, a partnership, any relationship of agency or an employment relationship between the parties.
- 11.8 This Agreement may be executed via an online process or by way of electronic signature or other method and may be executed in counterparts, all of which taken together constitute one document.
- 11.9 EATS may modify this Agreement at any time by posting a revised version on the EATS Online Shop or by otherwise notifying you in writing. If EATS makes a major modification to this Agreement, EATS will let you know in writing (Major Modification Notice), and if you do not agree to the change in the Major Modification Notice, you can terminate this Agreement in whole or in part by giving us written notice within 30 days of receiving the Major Modification Notice.
- 11.10 The following clauses survive the expiry or earlier termination of this Agreement: clause 3, clause 6, clause 8, clause 9 and clause 11.

## 12. Definitions

In these Terms and Conditions, except where the contrary intention is expressed, the following definitions are used:

**Access Commencement Date** means the date on which EATS issues access instructions to a Registered School in respect of the Product.

**Access Period** means the period commencing on the Access Commencement Date and ending at 11:59pm on 31 December that calendar year.

**Account Set-up** means for a Product which is available in an online version, the process during which EATS will request Required Data from a Registered School in order to issue access instructions associated with a purchase of that Product.

**Administrative Fees** means administrative fees that EATS charges in respect of processing refunds, credit notes or performing other administrative and/or logistics tasks in connection with the supply of the Product or Services, the rate(s) for which are specified on the EATS Online Shop and/or Product Site at <https://www.eats.com.my/calendar/>

**Alternative Sitting Period** means a period of time for Sittings other than the Sitting Period.

**Assessment** means an assessment associated with the Product.

**Assessments User Guide** means the user administration guide and other administrative instructions or protocols on how to use the Product, as published by EATS or Janison or as communicated to the Registered School from time to time.

**Authorised Business Partner** means persons that EATS or Janison identifies in writing as its authorised business partners from time to time, either on the EATS Online Shop or Product Site, or in direct communications with a Registered School.

**Booklets** means in relation to a Product that is available in printed form, the printed assessment booklets and answer sheets for that Product.

**Closing Date** means the date by which Orders in respect of relevant Products and/or Services must be made, as published on the Product Site.

**Designated Institution** means such institutions that EATS determines are eligible to purchase the Product and Services from time to time.

**Eligibility Criteria** means any criteria that a Student must satisfy in order to attempt an Assessment as set out in the Product-specific Terms Schedule.

**General Terms and Conditions** means the terms and conditions on which EATS will provide the Products and Services to you as set out at the start of this Agreement.

**Intellectual Property Rights** means all forms of intellectual property rights throughout the world including (present and future) copyright, database rights, confidential information, know-how, trade secrets, registered patents, designs, trade marks, signs, distinctive marks, devices, models, formulae, graphs, photographs, drawings, business plans, methodologies, inventions, policies, records, memoranda and notes.

**EATS Customer Service** means EATS customer service team who may be contacted using the details at <https://www.eats.com.my/contact-us/>

**EATS Online Shop** means EATS online shop located at <https://www.eats.com.my/shop/>.

**Loss** includes claims, actions, proceedings, losses, damages, liabilities and costs (including legal expenses).

**Order** means an order from you for the purchase of the Products and Services from EATS, including a School Purchase Order.

**Parent** means a parent or guardian of, or any person who is responsible for the care of, a Student.

**Payment Receipt Date** means the date on which EATS receives payment from a Registered School for the Products and Services.

**Personal Information** has the meaning given to that term in the Personal Data Protection Act.

**Price** means the price for the Product and Services as set out or referred to in the EATS Online Shop and/or Product Site, at the time of your Order.

**Personal Data Protection Act** means the *Personal Data Protection Act 2010*.

**Product** means each of the ICAS Assessments™ as further described in the Product-specific Terms and as may be amended or updated from time to time.

**Product Platform** means any online platform on or online format in, which EATS makes the Product available.

**Product Site** means the EATS website for the Product and/or Services, located at <https://www.eats.com.my/>

**Product-specific Term** means a term that applies to a specific Product and/or Service, as set out in the Product-specific Terms Schedule.

**Product-specific Terms Schedule** means the schedule containing the Product-specific Terms set out at the end of this Agreement.

**Refund Request Form** means the form that a Registered School must use to request a refund or credit note for a Product and/or Service and as provided by EATS upon request by the Registered School.

**Registered Home School** means a home school registered by the relevant government department or agency responsible for administering the school system in the jurisdiction in question, to permit a person (usually a parent or guardian of a student) to home school their child or children.

**Registered School** means:

- (a) a school registered by the relevant government department or agency responsible for administering the school system in the jurisdiction in question and includes a Registered Home School; or
- (b) a Designated Institution.

**Required Data** means the data that EATS and Janison requires from a Registered School in order to set-up the Registered School's access to the Product and Services.

**Sales Proposal** means a proposal by EATS to a Registered School to purchase the Product and Services.

**School Code** means the unique code that EATS allocates to a Registered School upon registration to access the EATS Online Shop.

**School Password** means the unique password that EATS allocates to a Registered School upon registration on the EATS Online Shop.

**School Purchase Order** means the purchase order which a Registered School will be requested to submit to EATS if the Registered School wishes to purchase the Product and Services, including where relevant in response to a Sales Proposal by EATS.

**Services** means services that EATS provides to a Registered School in connection with the supply of the Product.

**Sitting** means a sitting by a Student of an Assessment.

**Sitting Period** means the period on which Sittings are permitted, as published on the Product Site.

**Student** means a student of a Registered School.

**Subjects** means the areas of knowledge that are assessed in an Assessment, as listed on the website located at <https://www.eats.com.my/>

**Teacher's Reference Copy Booklet** means a version of a Booklet that is designed for a teacher of a Registered School to use.

**Usual Business Hours** means for Malaysian-based inquiries, 9:00 am to 5:00 pm Malaysian Time on days other than Saturdays, Sundays or public holidays in Malaysia;

## **Attachment A – Privacy Collection Statement**

To analyse your child's progress effectively, our school conducts an ongoing assessment program. The assessment we are using is a product of our partner, Janison Solutions Pty Ltd (Janison). In order to deliver the assessment [name of school] and Janison (through our school) collect your child's personal information, such as their name, date of birth, year level and school results when you register your child to sit an assessment in the program. You must ensure that this information is accurate and current.

Janison does not:

- collect any personal information or data of children other than as required for the purposes of completion of the exam;
- transfer any personal information or data obtained during the delivery of the Assessment out of Australia;
- share any personal information or data relating to children or students with any third parties;
- retain any personal information or data acquired during the delivery of the Assessment and all such information or data is deleted from all Janison systems immediately upon completion of Janison's contractual reporting to the school.

As the parent or guardian of a student who intends to sit an assessment, by registering your child into the assessment, you consent to our school and Janison collecting and using your child's personal information for the purposes outlined above.

If you do not provide your child's personal information to us or Janison, we may not be able to deliver the assessment to your child. If you wish to access or correct your child's personal information or to make a complaint about how we have handled your child's personal information, please contact the school or Janison's Privacy Officer at [privacy@janison.com](mailto:privacy@janison.com) or by writing to Legal and Compliance Team, Janison Solutions Pty Ltd, 80 Bay Street, Ultimo, Sydney NSW 2007.

## Product-specific Terms Schedule

All clause references in this Schedule are to the Product-specific Terms.

Subject matter	ICAS Assessments
<b>Description of Product</b>	ICAS Assessments is a competition to test students' ability to apply classroom learning in new contexts in digital technologies, science, spelling, writing, english and mathematics
<b>Whether available in booklet and/or online form</b>	Online (see clauses 1 and 2)
<b>Whether minimum number of Orders required</b>	No
<b>Trial Period offered?</b>	No
<b>Whether Registered Schools may request Alternative Sitting Period</b>	Yes (see clause 3)
<b>Eligibility Criteria for Students taking the Assessment</b>	Students must sit the Assessments designed for their year level or can choose to sit Assessments one level above with permission from EATS.
<b>Marking of Writing tests</b>	ICAS Assessment will mark the Assessments but neither Registered schools nor individual students will be entitled to appeal the results of the Assessment marking
<b>Special Provisions Requests</b>	Consideration will be given to a request for special conditions subject to any such request being submitted no later than 10 weeks prior to the commencement of the test window.
<b>Certificates provided</b>	Yes, downloadable as PDF and posted to you in hardcopy
<b>Results</b>	ICAS is a competition and results do not include access to actual questions from tests. All students must complete their sitting within the scheduled test window and all tests must be properly submitted in order to obtain results.
<b>Whether Students eligible for medals</b>	Yes (see clause 4)

### Product-specific Terms

#### 1. Account Set-up Process and Access to the Product Platform

- 1.1 On and from the Payment Receipt Date, EATS will contact the Registered School to commence Account Set-up. During Account Set-up, the Registered School will be requested to provide the Required Data so EATS can provide the Registered School access to the Product Platform. Once Account Set-up is complete, the Registered School will be granted access to the Product Platform during the Access Period in the following ways:

- (a) the Registered School, through its Students, will be granted access to the number of Assessments that it has purchased during the Sitting Periods that fall within the Access Period; and
- (b) staff of the Registered School will have reasonable access to the reporting, Assessment results, administrative and other user features during the Access Period,

in each case, subject to routine or unforeseen maintenance or similar matters as contemplated in clauses 1.4(b), 1.5 and 1.6.

- 1.2 EATS will use all reasonable endeavours to ensure that you receive access to the Product Platform within five business days of the Payment Receipt Date.
- 1.3 A Sitting will take place when a Student commences an Assessment, irrespective of whether the Student completes the Assessment.
- 1.4 A Registered School's access to the Product or Product Platform may be suspended or restricted:
  - (a) following any breach of this Agreement by the Registered School;
  - (b) in order for EATS, Janison or its Authorised Business Partners to maintain, update or improve the Product or to rectify technical or other issues affecting the Product or Product Platform; or
  - (c) following a Force Majeure Event.
- 1.5 For the purposes of clause 1.4(b), EATS will make all reasonable efforts to provide at least 14 days' prior written notice to Registered Schools of scheduled maintenance and operational matters. If a Sitting is disrupted due to maintenance, the Registered School should contact EATS so that EATS can provide access to a replacement Sitting.
- 1.6 Apart from the operational and maintenance matters contemplated in clause 1.4(b), where EATS reasonably believes that it will be unable to deliver an Assessment at a particular Sitting, it will use all reasonable endeavours to notify the Registered School prior to the Sitting and the Registered School will be entitled to schedule a replacement Sitting.

## **2. Product Availability and Technical Support**

- 2.1 EATS will use all reasonable endeavours to ensure that any online version of the Product and Product Platform are available for use by a Registered School during the Access Period.
- 2.2 A Registered School may contact EATS Customer Service to seek technical support during Usual Business Hours.

## **3. Requesting an Alternative Sitting Period**

A Registered School may request an Alternative Sitting Period for the ICAS Product in the event that any unforeseen technical issues such as power failure and/or internet connection failure during or at the end of the sitting period, by contacting EATS customer service. EATS may agree to an Alternative Sitting Period and impose conditions for the Alternative Sitting Period.

## **4. Eligibility for medals**

- 4.1 Students enrolled in all Registered Schools and who sit ICAS Assessments during the Sitting Period are eligible to compete for medals.
- 4.2 Janison may award medals to a Student who achieves a top score in their year level in their state or territory for the ICAS Assessment, which Janison judges to be sufficiently meritorious.
- 4.3 To ensure the integrity of ICAS Assessments, EATS reserves the right to investigate any fact or matter which it believes may have affected a Student's performance or eligibility for a medal.