

# Terms and Conditions

## Scribo Holdings Pte Ltd Terms of Service

**Please read these terms of service ("agreement") carefully before using the services offered by Scribo Holdings Pte Limited (hereinafter referred to as "Scribo").**

By visiting the websites or using the services of Scribo in any manner, you agree that you have read and agree to be bound by the terms and conditions of this agreement to the exclusion of all other terms. If the terms of this agreement are considered an offer, acceptance is expressly limited to such terms.

If you do not agree to all of the terms and conditions of the agreement, you have no right to use Scribo websites or services. For clarity, third party software may be available via Scribo websites or services ("third party software", for example via integration to Microsoft Teams or Google Classroom). Such third-party software is being provided by a third party and not by Scribo, and Scribo has no responsibility. In addition to the terms of this agreement with respect to third party software, your use of such third-party software will be governed by the terms of any agreement between you and such third party.

### **1. Access to the service**

The Scribo website (<https://www.literatu.com>) and domain name and all other websites and domain names affiliated with Scribo, and any other linked pages, features, content, or application services offered from time to time by Scribo (collectively, the "website") are owned or operated by Scribo.

Subject to the terms and conditions of this agreement, Scribo may provide certain services through the website (the "services"), as described more fully on the website. You may only use the services for your internal, non-commercial, educational use. The term "services" shall include, without limitation, any service Scribo performs for you and the content offered by Scribo on the website.

Scribo may change, suspend or discontinue all or any part of the services at any time. Scribo also may impose limits on certain features and services or restrict your access to parts or all of the services without liability. Scribo reserves the right, in its sole discretion, to modify this agreement at any time by posting a notice on the website, or by sending you a notice via email. You shall be responsible for reviewing and becoming familiar with any such modifications. Your use of the services or the website following such

notification constitutes your acceptance of the terms and conditions of this agreement as modified.

You represent and warrant to Scribo that you are of legal age to form a binding contract (or, if you are a minor, you have your parent's permission to use the services, and your parent has read and agrees to this agreement on your behalf).

If you are accepting this agreement on behalf of an institution, company or other legal entity, you have the authority to bind that institution, company or legal entity to this agreement. You also certify that you are legally permitted to use and access the services and take full responsibility for the selection and use of and access to the services. This agreement is void where prohibited by law, and the right to access the services is revoked in such jurisdictions.

You shall be responsible for obtaining and maintaining any equipment or ancillary services needed to connect to, access, or otherwise use the services, including, without limitation, hardware, software, and internet service. You shall be responsible for ensuring that such equipment or ancillary services are compatible with the services.

## **2. Use by children**

Scribo collects limited personal information from minor students, but only where that student's parent/guardian, school, district, and/or teacher has contracted with Scribo to collect personal information from students for the use and benefit of the learning environment. Scribo requires schools, districts, and/or teachers to obtain parental consent from students' parents before collecting any such personal information.

If you are a student, please do not send any personal information about yourself to us, other than what we request from you when you sign up for the services. If we learn that we have collected personal information from a student without parental consent being obtained by his or her school, district, and/or teacher, or if we learn a student has provided us personal information beyond what we request when he or she signs up for the website, we will delete that information as quickly as possible.

If you believe that a student may have provided us personal information beyond what is requested when signing up for the website, or that a student's school, district, or teacher has not required parental consent prior to our collection of any personal information, please contact us at [team@literatu.com](mailto:team@literatu.com)

## **3. Additional terms**

For information regarding Scribo's treatment of personally identifiable information, please review Scribo's current privacy policy available on <https://www.literatu.com/privacy>.

If you are accessing the services on behalf of a school, college or district, you will only grant access to teachers and staff members who are current employees of your school, college or district. Upon termination of a teacher or other staff member's employment with you, you will require such individual to cease using all access permission he or she has in his or her possession and you will retire their Scribo account using administration pages available to your school. If at any time you learn a user of the services claims to be affiliated with your school, college or district who is not, in fact, affiliated with your school, college or district, you will notify Scribo immediately.

If you are accessing the services on behalf of a school, college or district in the USA, you represent and warrant that you are solely responsible for complying with the child online privacy protection act ("COPPA"), which requires parental consent for online collection of personal information from children under 13.

You must obtain advance written consent ("consent") from all parents whose children will be accessing the services. You are responsible for understanding how any third-party software that you use on behalf of yourself or other users may collect and use information of users of the Scribo's services, and you must also obtain consent from all parents whose children will be using any such third-party software that you use. When obtaining consent, you must provide parents with a copy of our privacy policy (located at <https://www.Scribo.com/privacy>). You must keep signed consents on file and provide them to Scribo upon our request.

If you are accessing the services as a parent, the following terms also apply to you:

- A. You will only use access provided to you by your child or children's teacher(s).
- B. You understand that your acceptance of this agreement indicates that you are agreeing to these terms both on your own behalf as well as on behalf of your child or children who use the website.

#### **4. Services Content**

Content provided under the Service is intended solely for the personal use of users and may only be used in accordance with the terms of this agreement. All materials displayed on the website (including, but not limited to text, graphics, articles, photographs, images, illustrations (also known as the "content") are protected by copyright and other intellectual property laws.

You shall abide by all copyright notices, trademark rules, information, and restrictions contained in any content accessed through the services, and shall not use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, display, licence, sell or otherwise exploit for any purposes whatsoever any content or third party submissions or other proprietary rights not owned by you:

- (i) without the express prior written consent of the respective owners, and
- (ii) in any way that violates any third party right.

The website is protected by copyright, pursuant to Australian copyright laws, international conventions, and other copyright laws. You may not modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this section 4), create derivative works based on, distribute, perform, display, or in any way exploit, any of the content, software, materials, or services in whole or in part.

You shall not store any significant portion of any content in any form. Copying or storing of any content other than personal, non-commercial use is expressly prohibited without prior written permission from Scribo or from the copyright holder identified in such content's copyright notice. You shall not link to the website without Scribo's prior written consent, except in accordance with the terms of this agreement.

Where you generate or upload new content on the website ("your content"), you retain the ownership in the intellectual property that is generated. By posting or otherwise providing your content to or through the website, you grant Scribo (and its successors and assigns) a non-exclusive, royalty-free, transferable, worldwide license and right to use, display and otherwise make available your content on the website for the purpose of providing the services.

Where you have also actively chosen to share your content with other users of the website, you grant Scribo (and its successors and assigns), and any other such users with whom your content is shared, a non-exclusive, royalty-free, transferable worldwide license and right to use, display, reproduce, distribute, publish, modify, adapt, translate, create derivative works of, make available and sublicense and otherwise use your content.

You understand that all information transmitted through the service is the sole responsibility of the person from which such content originated and that Scribo will not be liable for any errors or omissions in any content. You acknowledge that all content accessed by you using the services is at your own risk and you will be solely responsible for any damage or loss to any party resulting therefrom.

You understand that Scribo cannot guarantee the identity of any other users with whom you may interact with in the course of using the services. Additionally, Scribo cannot guarantee the authenticity of any data which users may provide about themselves.

## **5. Your warranty**

You warrant, represent and agree that you will not contribute any content or otherwise use the services in a manner that

- (i) infringes or violates the intellectual property rights or proprietary rights, rights of publicity or privacy, or other rights of any third party;
- (ii) violates any law, statute, ordinance or regulation;
- (iii) is harmful, fraudulent, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libellous, or otherwise objectionable; or

(iv) jeopardises the security of your account in any way, such as allowing someone else access to your account or password.

You remain solely responsible for all content that you upload, post, email, transmit, or otherwise disseminate using, or in connection with, the services, and you warrant that you possess all rights necessary to provide such content to Scribo and to grant Scribo the rights to use such information in connection with the services and as otherwise provided herein.

Scribo reserves the right to remove any content from the services at any time, for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such content), or for no reason at all.

## **6. Restrictions**

You are responsible for all of your activity in connection with the services. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your right to access or use the services.

You may not post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any Scribo user. Use of the services to violate the security of any user, transfer or store illegal material (including material that may be considered threatening or obscene), or engage in any kind of illegal activity is expressly prohibited.

Further, the use of manual or automated software, devices, or other processes to "crawl" or "spider" any page of the website is strictly prohibited. You will not decompile, reverse engineer, or otherwise attempt to obtain the source code of the services.

## **7. Disclaimers and Limitations of Liability**

Scribo has no special relationship with or fiduciary duty to you. You acknowledge that Scribo has no control over, and no duty to take any action regarding: which users gain access to the services; what content you access via the services; what effect the content may have on you; how you may interpret or use the content; or what actions you may take as a result of having been exposed to the content. You release Scribo from all liability for you having acquired or not acquired content through the services.

The services may contain, or direct you to websites containing, information that some people may find offensive or inappropriate. Scribo makes no representations concerning any content contained in or accessed through the services, and Scribo will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the services. Scribo makes no representations or warranties regarding third-party services or products.

Scribo will try to ensure that the service is available for use, but there may be

disruptions due to maintenance or technical issues outside of its control. Although Scribo will try to avoid downtime during peak hours, it will not be liable if the service or any part of it is unavailable at any time.

Scribo does not guarantee that the service or its content, services, or features will be error-free, compatible with all hardware and software, or that your use of it will produce expected results. The service is provided to you "as-is" and "as available", and Scribo disclaims all express or implied warranties, including warranties of fitness, accuracy, and non-infringement of proprietary rights.

However, some parts of this section may not apply in certain jurisdictions if prohibited by local laws, and this does not affect your statutory rights as a consumer under applicable local laws.

Under no circumstances and under no legal theory, including, without limitation, tort, contract, strict liability, or otherwise, shall Scribo be liable to you or any other person for any indirect, special, incidental, or consequential damages of any character including, without limitation, damages for lost profits, loss of goodwill, work stoppage, accuracy of results, computer failure or malfunction, or damages resulting from your use of the website or services.

## **8. Registration and Security**

As a condition to using services, you will be required to register with Scribo using an email address (for teachers) or an email address or login ID (for students) and select a password and user name ("Literatu user id"), or you may be permitted to register a school community within the website. Scribo permits the use of de-identified accounts, email addresses for teacher accounts must be accurate and must not use false email domains.

Scribo requires email for teachers so that we may communicate with teachers with regard to the Service. Failure to provide valid emails shall constitute a breach of this agreement, which may result in termination of your account and/or all accounts associated with your Scribo subdomain. You may not select or use as a Scribo user id a name of another person with the intent to impersonate that person or use as an Scribo user id a name subject to any rights of a person other than you without appropriate authorisation, nor may you select or use a school community that you do not have the right and authorisation to use. Scribo reserves the right to refuse registration of or cancel an Scribo user id or Scribo subdomain in its discretion. You shall be responsible for maintaining the confidentiality of your password.

Please read our full Security and Privacy policy, available by clicking the 'Privacy' button at the top of this document.

## **9. Indemnity**

You will indemnify and hold Scribo, its parents, subsidiaries, affiliates, officers, and employees harmless (including, without limitation, from all damages, liabilities, settlements, costs and attorneys' fees) from any claim or demand made by any third party due to or arising out of your access to the services, use of the services, your violation of this agreement, or the infringement by you or any third party using your account of any intellectual property or other right of any person or entity.

## **10. Fees and payment**

Access to the Scribo service requires you to pay for certain features or premium content.

## **11. Third party websites and services**

The services may contain links or connections to third party websites or services that are not owned or controlled by Scribo. When you access third party websites or use third party services (including, without limitation, your use of third-party software), you do so at your own risk. Scribo encourages you to be aware when you leave the website and to read the terms and conditions and privacy policy of each third-party website or service that you visit or utilise.

Scribo has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third-party websites or by any third party that you interact with through the services. In addition, Scribo will not and cannot monitor, verify, censor or edit the content of any third-party site or service (including without limitation the third-party software).

By using the services, you expressly relieve and hold harmless Scribo from all liability arising from your use of any third-party website or service.

You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties (including without limitation publishers). You agree that Scribo shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. If there is a dispute between participants on this site, or between users and any third party, you understand and agree that Scribo is under no obligation to become involved. If you have a dispute with one or more other users, you hereby release Scribo, its officers, employees, agents, and successors in rights from claims, demands, and damages (actual and consequential) of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our service.

## **12. Termination**

This agreement shall remain in full force and effect while you use the services. You may terminate your use of the services or your account at any time by contacting us at [team@literatu.com](mailto:team@literatu.com). Scribo may suspend or terminate your access to the services, website or your account at any time, for any reason which violates the terms of this agreement. If your account is suspended or terminated, you will be notified of the reason in writing and given an opportunity to respond.

Termination of account may result in the forfeiture and destruction of all information associated with your membership. Upon termination of your account, your right to use the services, access the website, and any content will immediately cease. All provisions of this agreement which, by their nature, should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

## **13. Miscellaneous**

The failure of either party to exercise, in any respect, any right provided for herein shall not be deemed a waiver of any further rights hereunder. Scribo shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Scribo's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation.

If any provision of this agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this agreement shall otherwise remain in full force and effect and enforceable.

This agreement is not assignable, transferable or sub licensable by you except with Scribo's prior written consent. Scribo may transfer, assign, or delegate this agreement and its rights and obligations without consent.

This agreement shall be governed by and construed in accordance with the laws of Singapore without regard to the conflict of law's provisions thereof. Any dispute arising from or relating to the subject matter of this agreement shall be finally settled by arbitration in Singapore, using the English language, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of arbitrators in accordance with the arbitration rules and procedures commonly accepted in Singapore.

Judgement upon the award so rendered may be entered in a court having jurisdiction, or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator. For all purposes of this

agreement, the parties consent to exclusive jurisdiction and venue in Singapore. Both parties agree that this agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this agreement, and that all modifications must be in a writing signed by both parties, except as otherwise provided herein. This agreement and any subsequent versions of this agreement posted to the website will be deemed a writing signed by both parties. No agency, partnership, joint venture, or employment is created as a result of this agreement and you do not have any authority of any kind to bind Scribo in any respect whatsoever.

#### **14. Copyright dispute policy**

It is Scribo's policy to (1) block access to or remove material that it believes in good faith to be copyrighted material that has been illegally copied and distributed by any of our advertisers, affiliates, content providers, members or users; and (2) remove and discontinue service to repeat offenders.

##### **A. Procedure for reporting copyright infringements:**

If you believe that material or content residing on or accessible through the services infringes a copyright, please send a notice of copyright infringement containing the following information to [info@Scribo.com](mailto:info@Scribo.com) including:

1. A physical or electronic signature of a person authorised to act on behalf of the owner of the copyright that has been allegedly infringed;
2. Identification of works or materials being infringed;
3. Identification of the material that is claimed to be infringing including information regarding the location of the infringing materials that the copyright owner seeks to have removed, with sufficient detail so that Scribo is capable of finding and verifying its existence;
4. Contact information about the notifier including telephone number and email address;
5. A statement that the notifier has a good faith belief that the material identified in (3) is not authorized by the copyright owner, its agent, or the law; and
6. A statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner.

##### **B. Once proper bona fide infringement notification is received:**

It is Scribo's policy:

1. To remove or disable access to the infringing material;
2. To notify the content provider, member or user that it has removed or disabled access to the material; and
3. That repeat offenders will have the infringing material removed from the system and

that Scribo will terminate such content providers, member's or user's access to the services.

#### C. Procedure to supply a counter-notice

If the content provider, member or user believes that the material that was disabled or removed is not infringing, or the content provider, member or user believes that it has the right to post and use such material from the copyright owner, the copyright owner's agent, or, pursuant to the law, the content provider, member, or user, must send a counter-notice containing the following information to [team@literatu.com](mailto:team@literatu.com) including

1. A physical or electronic signature of the content provider, member or user;
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or disabled;
3. A statement that the content provider, member or user has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material; and
4. Content providers, member's or user's name, telephone number and email address.

If a counter-notice is received, Scribo may send a copy of the counter-notice to the original complaining party informing that person that Scribo may replace the removed material or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed material may be replaced or access to it restored in 10 to 14 business days or more after receipt of the counter-notice, at Scribo's discretion.

**Please contact Scribo's designated agent to receive notification of claimed infringement at the following address:**

**Designated agent to receive notification of claimed infringement:**

**Scribo Holdings Pte Limited**

**StorHub 743, 743 Lor. 5 Toa Payoh, Singapore 319457**

## 15. Contact

If you have any questions, complaints, or claims with respect to the services, you may contact us at [team@literatu.com](mailto:team@literatu.com)