



## Memorandum of Understanding

### Partnership Agreement for Seven Steps Members

#### 1. Introduction

**1.1** This Memorandum of Understanding (MOU) is entered into between Mark My Words Australia Pty Ltd (ACN 662 681 450) (**we, us or our**) and **you**, the school obtaining access to the Platform through Teacher Hub, together the **Parties** and each a **Party**.

**1.2** We provide an API software platform called "Mark My Words" that delivers an all-in-one solution for teachers, leveraging AI to track student skill progress, provide detailed feedback, and support student achievement (**Platform**).

**1.3** Seven Steps to Writing Success (**Seven Steps**) provide an online portal where schools and teachers can store and provide access to online training and resources (**Teacher Hub**).

**1.4** You have entered into a separate agreement with Seven Steps which allows you and your teachers to use Teacher Hub. The Platform is integrated with Teacher Hub, and as a result of your agreement with Seven Steps, you will be given access to our Platform through Teacher Hub.

**1.5** This MOU sets out how you and the teachers will use our Platform, and our rights and obligations when providing you with our Platform.

**1.6** You agree to ensure that only authorised teachers from your school access the Platform (**Authorised Users**) and that all such Authorised Users acknowledge and understand this MOU before using the Platform. You acknowledge and agree that you will be responsible for the actions of your Authorised Users.

**1.7** You acknowledge and agree that by accepting this MOU, you authorise Seven Steps to share your contact information (including school name, teacher names, and email addresses) with us for the purpose of setting up and administering your account on the Platform.

#### 2. Acceptance and Platform

**2.1** By clicking on "I accept" (or similar button or checkbox) or by using or accessing the Platform, you accept this MOU.

**2.2** Subject to your compliance with this MOU, we grant you and your Authorised Users a personal, non-exclusive, royalty-free, revocable, worldwide, non-transferable licence to use our Platform in accordance with this MOU. All other uses are prohibited without our prior written consent.

**2.3** When using the Platform, you and your Authorised Users must not do or attempt to do anything that is unlawful or inappropriate, including:

- (a) anything that would constitute a breach of an individual's privacy (including uploading private or personal information without an individual's consent) or any other legal rights;
- (b) using the Platform to defame, harass, threaten, menace or offend any person, including using the Platform to send unsolicited electronic messages;
- (c) attempting to reverse engineer the Platform;
- (d) tampering with or modifying the Platform (including by transmitting viruses and using trojan horses);
- (e) using data mining, robots, screen scraping or similar data gathering and extraction tools on the Platform; or
- (f) facilitating or assisting a third party to do any of the above acts.



## 4. Generative AI

**4.1** Our Platform uses proprietary AI technology to provide you with automated assessment and feedback capabilities. You may not, and to the extent practicable must ensure that your Authorised Users do not:

- (a) use the Generative AI in a way that infringes, misappropriates or violates any person's rights, including Intellectual Property Rights;
- (b) discharge professional obligations by using outputs indiscriminately or without amendment or evaluation;
- (c) reverse assemble, reverse compile, decompile, translate or otherwise attempt to discover the source code or underlying components of models, algorithms, and systems of the Generative AI (except to the extent such restrictions are contrary to applicable law); and
- (d) use outputs from the Generative AI to develop models that compete with us.

## 5. Our Intellectual Property

**5.1** You acknowledge and agree that any Intellectual Property, Mark My Words Resources or content (including copyright and trademarks) available on the Platform, the Platform itself, and any algorithms or machine learning models used on the Platform (**Our Intellectual Property**) will at all times vest, or remain vested, in us or our licensors.

**5.2** We authorise you and your Authorised Users to use Our Intellectual Property solely for your and your Authorised User's personal use. You must not (and ensure that your Authorised Users do not) exploit Our Intellectual Property for any other purpose, nor allow, aid or facilitate such use by any third party.

**5.3** We do not own any of the data, Inputs or content that you or your Authorised Users upload onto the Platform, except for Feedback (**Your Data**). However, when you or your Authorised Users upload any of Your Data or Input into our Platform, you grant us the right to access, analyse, backup, copy, store, transmit, and otherwise use Your Data. We may use Your Data (or disclose it to third party service providers) to:

- (a) supply our Platform to you and your Authorised Users, and otherwise perform our obligations under this MOU;
- (b) perform analytics or diagnose problems with our Platform;
- (c) improve, develop and protect our Platform; and
- (d) send you information we think may be of interest to you based on your marketing preferences (if applicable)

**5.4** This MOU does not grant you any rights to Seven Steps' intellectual property, including their rubrics, training materials, and resources available through Teacher Hub. Your use of Seven Steps' intellectual property is governed by your separate agreement with Seven Steps.

**5.5** We may create anonymised statistical data from Your Data, Input and Platform usage. Once deidentified in accordance with applicable laws, we own this data and may use it to improve our Platform, develop new services, identify trends, and for other communicated purposes. This may include making anonymised data publicly available, provided the sample size prevents identification of underlying data.

**5.6** Where you or the Authorised Users are subject to requirements, policies, guidelines or directions from any Australian state or territory education department, authority or regulatory body (**Educational Authority Requirements**) that conflict with or are more restrictive than the provisions of this MOU, the Educational Authority Requirements will take precedence to the extent of any inconsistency. We will comply with the Educational Authority Requirements relating to data handling, storage, use and deletion, provided you give us written notice and reasonable implementation time. Subject to the Educational Authority Requirements, we will



retain access to Your Data for a reasonable period after the termination of your account, as necessary to fulfill the purposes outlined in this MOU.

**5.7** Subject to the Educational Authority Requirements, we will retain Your Data (including copies) and all annotated documents uploaded to the Platform in accordance with this MOU, and as required by law or regulatory requirements.

**5.8** You must not (and ensure that your Authorised Users do not), without our prior written consent:

- (a) copy, in whole or in part, any of Our Intellectual Property;
- (b) reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any of Our Intellectual Property to any third party; or
- (c) breach any Intellectual Property rights connected with the Platform, including (without limitation) altering or modifying any of Our Intellectual Property, causing any of Our Intellectual Property to be framed or embedded in another website, or creating derivative works from any of Our Intellectual Property.

## 6. Liability

**6.1** Despite anything to the contrary, without limiting any rights you may have as a consumer under the Schedule 2 of the *Competition and Consumer Act 2010 (Cth)* (Australian Consumer Law):

- (a) neither Party will be liable for Consequential Loss;
- (b) we will not be liable for any Liability that arises from your or the Authorised User's usage of Teacher Hub or any other third party services;
- (c) each Party's liability for any Liability under this MOU will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the acts or omissions of the other Party or any of that Party's personnel, including any failure by that Party to mitigate its losses.

## 7. Access and Termination

**7.1** Should we suspect that you or your Authorised Users are in breach of this MOU, we may suspend the relevant Authorised User's access to the Platform while we investigate the suspected breach. Should we determine that you or your Authorised Users are in breach of this MOU, your and the relevant Authorised User's access to the Platform will be terminated immediately.

**7.2** If our agreement with Seven Steps is terminated, your access to the Platform will also be terminated. You may continue using the Seven Steps Teacher Hub under your agreement with them.

## 8. General

**8.1 Assignment:** You must not assign or deal with the whole or any part of your rights or obligations under this MOU without our prior written consent.

**8.2 Disputes:** A Party may not commence court proceedings relating to a dispute without first meeting with the other Party to seek (in good faith) to resolve the dispute, failing which the Parties agree to engage a mediator to attempt to resolve the dispute. The costs of the mediation will be shared equally between the Parties. Nothing in this clause will operate to prevent a Party from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.

**8.3 Force Majeure:** To the maximum extent permitted by law, we shall have no Liability for any event or circumstance outside of our reasonable control.

**8.4 Governing law:** This MOU is governed by the laws of Victoria. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in Victoria and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.

**8.5 Notices:** Any notice given under this MOU must be in writing addressed to us at the details set out below or to you at the details provided when you sign up to the Platform. Any notice may be sent by standard post or



email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.

## 9. Definitions

**9.1 Consequential Loss** includes any consequential loss, indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.

**9.2 Input** means any information, documents and materials that you and your Authorised Users input into the Generative AI, but excludes any commands or prompts given to the Generative AI to generate outputs, and any Mark My Words Resources.

**9.3 Intellectual Property or Intellectual Property Rights** means any and all existing and future rights throughout the world conferred by statute, common law, equity or any corresponding law in relation to any copyright, designs, patents or trade marks, domain names, know-how, inventions, processes, trade secrets (including the right to keep confidential information confidential), circuit layouts, software, computer programs, databases or source codes, including any application, or right to apply, for registration of, and any improvements, enhancements or modifications of, the foregoing, whether or not registered or registrable.

**9.4 Liability** means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a party to this MOU or otherwise.

**9.5 Mark My Words Resources** means any information, document or materials generated by the Generative AI that is not an Input or an improvement to an Input. For the avoidance of doubt, any information, document or materials generated solely through the use of commands and prompts will be considered 'Mark My Words Resources' (for example, prompting the Generative AI to generate a teaching plan or an assessment rubric).

### For any questions or notices, please contact:

Mark My Words Australia Pty Ltd (ACN 662 681 450)

**Email:** [hello@markmywords.au](mailto:hello@markmywords.au)

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