

School Subscription Agreement

This School Subscription Agreement ("Agreement") is entered into between:

Pracwall Pty Ltd (ABN: 71 699 340 353), trading as MathHint and operating the MathHint.com online platform ("MathHint", "we", "us", or "our"), and **[School Name]** ("School", "you", or "your").

MathHint and the School are collectively referred to as the "Parties". This Agreement, read together with the MathHint Terms of Service, Privacy Policy, and Data Processing Agreement ("DPA") (where applicable), forms the entire contractual framework between the Parties. In the event of any inconsistency, the terms of this Agreement will prevail.

1. Definitions

- **Authorised User:** A student, teacher, or School Administrator assigned a valid MathHint account under this Agreement.
- **School Administrator:** The individual designated by the School to administer the subscription and manage user accounts.
- **Student / Teacher Account:** Individual access accounts assigned to enrolled students or teaching staff for educational purposes.
- **Subscription Period:** The active access duration specified in Section 3.
- **Service:** The MathHint online mathematics learning platform, including its AI-assisted features, reporting modules, and related functionality.

2. School Information

School Name:

School Address:

Contact Person / Position:

Email / Telephone:

3. Subscription Details & Fees

Example: Suppose a school has 150 students in Year 12 who will graduate in 3 months. There are also 800 students in Years 7-11. The school can purchase 150 three-month memberships to meet the needs of the graduating class; simultaneously, it can purchase 800 15-month memberships to maximize cost-effectiveness for the students in Years 7-11.

Account Type	Period & Fee	Quantity
Administrator Account	(Included)	1
Student Account	12 months (USD 29 / student)	
	9 months (USD 24 / student)	
	6 months (USD 18 / student)	

Account Type	Period & Fee	Quantity
	3 months (USD 10 / student)	
	15 months (USD 34 / student)	
	18 months (USD 39 / student)	
Teacher Account (Optional)	12 months (USD 29 / teacher)	
	9 months (USD 24 / teacher)	
	6 months (USD 18 / teacher)	
	3 months (USD 10 / teacher)	
	15 months (USD 34 / teacher)	
	18 months (USD 39 / teacher)	

4. Fees, Payment, & Additional Accounts

- **Payment Terms:** Subscription fees are stated in US Dollars (USD) and payable in advance. Unless otherwise agreed in writing, payment is due within fourteen (14) days of the invoice date.
- **Activation & Suspension:** Service access will not be activated until initial payment is received in full. Failure to pay renewal or mid-term invoices by the due date may result in immediate suspension of the Service.
- **Additional Accounts:** The School may purchase additional Student or Teacher accounts during the Subscription Period. Additional accounts will be charged at the standard annual rate (pro-rated for the remainder of the current Subscription Period at MathHint's discretion) and will expire concurrently with the primary subscription.

5. Onboarding & Account Management

- **Registration Process:** To enable account creation, the School must provide registration data in a format designated by MathHint (typically a CSV file).
 - *For Students:* First name, last name, school email (or student ID number), and year level.
 - *For Teachers:* First name, last name, and school email.
- **Account Provisioning:** MathHint will use reasonable efforts to create accounts and issue temporary passwords promptly following receipt of both full payment and complete registration data. This onboarding timeline does not constitute a strict legal warranty. Users must change temporary passwords upon their first sign-in.
- **Data Warranty:** The School warrants that all provided registration information is accurate, current, and that it possesses the necessary legal authority and student/parent consents under applicable privacy laws to provide this personal information to MathHint.

6. Authorised Use & Account Roles

- **Role Restrictions:** The School Administrator account is strictly for administrative, reporting, and management functions. It must not be used to submit mathematics questions or generate AI solutions. Teacher and Student accounts are strictly personal to the designated individual and must not be shared.
- **Security Responsibility:** The School is responsible for maintaining the strict confidentiality of all login credentials and must immediately notify MathHint of any unauthorised access, compromised credentials, or security incidents. MathHint reserves the right to suspend any account suspected of being shared or misused.

7. School Responsibilities & Academic Integrity

- **Educational Purpose:** The School agrees to use the Service solely for legitimate educational purposes.
- **Academic Control:** The School acknowledges that MathHint is an educational support tool utilizing AI-assisted hints rather than instantaneous final answers. The School retains exclusive responsibility for student supervision, academic judgment, and determining how, where, and when the Service may be used (including whether it is permitted during homework, classroom learning, tests, or formal examinations). MathHint accepts no liability for the School's academic or pedagogical decisions.

8. Privacy, Intellectual Property, & Confidentiality

- **Data Protection:** MathHint collects, stores, and handles personal data strictly in accordance with its Privacy Policy and the applicable DPA. No ownership of personal data transfers between the parties.
- **Intellectual Property:** MathHint retains all right, title, and interest in the platform, software, AI models, algorithms, and educational assets. The School is granted a limited, non-exclusive, non-transferable, and non-sublicensable licence to access the Service during the Subscription Period. The School must not copy, modify, reverse engineer, or redistribute any part of the platform.
- **Confidentiality:** Both Parties agree to keep confidential all non-public commercial, pricing, and technical information received from the other party. This survival obligation persists post-termination.

9. Suspension, Termination, & Renewal

- **Suspension Rights:** MathHint may restrict or suspend access to the Service if fees are overdue, if the platform is used in breach of this Agreement or the general Terms of Service, or if a material security risk is detected.
- **Termination for Cause:** Either Party may terminate this Agreement upon thirty (30) days' written notice if the other Party commits a material breach and fails to remedy it within that period. Upon expiration or termination, all account access ceases.
- **Mutual Renewal:** Subscriptions may be renewed by mutual agreement via a renewal quotation. Renewal terms and pricing may vary from previous terms.

10. Liability, Force Majeure, & General Legal Terms

- **Limitation of Liability:** To the maximum extent permitted by law, MathHint provides the Service on an "as available" basis and does not warrant uninterrupted, error-free operations or the absolute correctness of every AI-generated content asset. MathHint's total aggregate liability under this Agreement is capped at the total subscription fees paid by the School during the twelve (12) months preceding the claim. Neither party is liable for indirect, incidental, or consequential losses. Nothing in this clause excludes or restricts statutory guarantees that cannot legally be excluded under the Australian Consumer Law.
- **Force Majeure:** Neither Party is liable for delays or failures resulting from events beyond their reasonable control, including natural disasters, acts of government, cyberattacks, cloud failures, or systemic internet outages.
- **Notices & Amendments:** All formal notices must be in writing and delivered via email (deemed received the next business day if no delivery failure occurs). No amendment to this main text is valid unless executed in writing by both Parties.
- **Severability:** If any provision is deemed unenforceable, the remaining terms remain in full force.
- **Governing Law:** This Agreement is governed exclusively by the laws of Western Australia. The Parties submit to the exclusive jurisdiction of the courts located in Perth, Western Australia.

Acceptance and Signatures

Signed for and on behalf of Pracwall Pty Ltd (trading as MathHint)

Name:

Position:

Signature:

Date:

Signed for the School

School Name:

Name:

Position:

Signature:

Date: