



ICA Terms and Conditions – Schools

1. BACKGROUND

1.1 This Agreement sets out the terms and conditions (**Terms**) for which International Contests and Assessments (Company No. 8380084-4) registered with the Government of Pakistan, FF-60 Defence Shopping Mall, Main Boulevard, Lahore Cantt, 54792 will deliver the Assessments to Registered Schools in which you are one (**you, School**). In making a purchase, you acknowledge that you have read, understood and agreed to these Terms to which you agree to be bound. If you have any objections to the Terms herein, you must immediately cease use of all ICA Products and Services. <https://www.ica.net.pk/> is a website operated by ICA. To contact us, please email at info@ica.net.pk.

2. DEFINITIONS

Alternative Sitting Period means a period of time for Sittings other than the initial scheduled 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 ICAS on the ICA Site or as communicated to the Registered School from time to time.

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

ICA Customer Service means the ICA customer service team who may be contacted using the details at <https://www.ica.net.pk/contact-us/>

Trade Mark Rights means all forms of trade marks rights throughout the world including (present and future) but not limited to copyright, database rights, confidential information, know-how, trade secrets, registered patents, designs, signs, distinctive marks, devices, models, formulae, graphs, photographs, drawings, business plans, methodologies, inventions, policies, records, memoranda and notes.

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

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



Personal Information has the meaning given to that term in the Privacy Act.

Product means the:

ICAS Tests;
ICAS past papers;
Details of each of the test products are in Schedule 1.

Product Platform means any online platform on or online formats in which ICA makes the Product available.

Product Site means the ICA website for the Product and/or Services, located at <https://www.ica.net.pk>.

Refund Request Form means the form that a Registered School must use to request a refund.

Registered School means:

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

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

School Code means the unique code that ICAS allocates to a Registered School upon registration.

School Password means the unique password that ICAS allocates to a Registered School upon registration on the ICAS Assessments

Services means the provision of services associated with the delivery of the Products to you.

Sitting Period means the period on which Sitzings are permitted.

Student means a student of a Registered School.

Test Event means an ICAS, conducted by ICA at a Registered School.



3. WARRANTY

3.1 ICA warrants that:

- 3.1.1 our Products and Services will be provided to you using all reasonable care and skill;
- 3.1.2 our Products and Services will be consistent with any industry best practices as would be expected in the trade; and
- 3.1.3 the delivery of our Products and Services will be undertaken in

adherence with all applicable by Pakistan laws, standards and industry rules.

4. PROCEDURE OF PURCHASING & CONTRACT

4.1 There are only one way in which tests can be purchased for students:

4.1.1 School Purchase

4.1.2 These Terms and Conditions (**Terms**) apply when you submit an order for the supply of Products and Services by us through the **School Purchase** system.

4.2 In making a purchase as a School Purchase, you agree that you understand the differences between the School Purchase and the Parent Payment System and that you intended to make a School Purchase.

4.3 This Contract is the entire agreement between ICA and you in relation to the ICAS Tests, and/or ICAS past papers. In accepting these Terms, you acknowledge that you have not relied on any warranties, representations or promises that are not set out in this agreement.

5. YOUR RESPONSIBILITY

5.1 It is your responsibility to ensure that:

- 5.1.1 the information provided by you in your order are complete and accurate;
- 5.1.2 you provide us with any information and materials that are reasonably required by us in order to supply you with the Services;
- 5.1.3 Where permission is required for the delivery of our products and services to your students, you will obtain all necessary permissions from parents of your School.

5.2 If our facility to provide the Products and perform the Services is stopped or deferred by any failure by you to fulfil the responsibility in Clause 5.1 (**Responsibility Failures**), :

5.2.1 we will be entitled to hold your access to our Site until you remedy your Responsibility Failures;

5.2.2 we will not be responsible for any costs or losses you incur directly or indirectly as a result of your obligation failures; and

5.3 If the Responsibility Failures prevents or significantly delays the delivery of Services, we will be authorized to dismiss the Services.



DUES AND CHARGES FOR SCHOOL PURCHASE

- 5.4 The consideration for our Services is the price/s for the Products and Services and Administrative Fees set out on the ICA website at the time of your Order plus any Tax (**GST**) that is payable if applicable.
- 5.5 If you are registering through the ICA you must pay the registration fee before submitting your registration.
- 5.6 By making a registration, you agree that you have carefully considered the fee and have accepted them.

ICA retains the right to change the Prices on the ICAS Assessments without notice.

6. ADMINISTRATIVE FEES

- 6.1 Regardless of the provisions of clause 5, the Registered School will at all times be responsible for the payment of any Administrative Fees and will be responsible for

the payment of same which may escalate, including but not limited to, as a result of any of the following circumstances:

- 6.1.1 Any failure by a School to pay the fees.
- 6.1.2 any omission or failure by a Parent to notify the Registered School that it has cancelled a payment for the Product and/or Service;
- 6.1.3 any failure by the Registered School to comply with any applicable laws

7. DELIVERY OF SERVICES

- 7.1 ICA will deliver the Product and/or provide the Service to you after it has received fee from you. ICA will use all reasonable endeavors to ensure that you receive access to the Product of ICAS and/or receive the Service within a reasonable timeframe.

8. CANCELLATIONS, REFUNDS, CREDIT NOTES OR ALTERNATIVE SITTING PERIOD

- 8.1 If ICA /ICAS is unable to deliver an Assessment during a Sitting Period (or a further agreed Alternative Sitting Period) due to reasons within ICA reasonable control, ICAS will, in the first instance, provide the Registered School with a further Alternative Sitting Period and, in the event that an alternative sitting period is not practical, then we will provide a refund.
- 8.2 In the event that a Registered School decides to unilaterally cancel a Test Event, the Registered School shall be responsible for:
 - 8.2.1 notifying ICA of their decision by completing the Refund Request Form;
 - 8.2.2 notifying and informing parents of their intention to cancel;
 - 8.2.3 In those circumstances ICA shall not be liable for any refund to the parents or the School. In these circumstances, the School will have their own liability for the fee of a refund to them.



and where a school fails to notify their parents and parents have missed the Deadline, the School will advise the parents of their own liability for the payment of the refund to them.

9. USE OF ICA PRODUCTS

9.1 Registered Schools Must:

- 9.1.1 only use the Products through the interfaces provided by ICAS for the purpose of conducting the Assessments purchased
- 9.1.2 ensure that their staff and Students, use the Product, Product Platform and Services in accordance with this Agreement and the Assessments User Guide;
- 9.1.3 ensure that only Students who meet the relevant Eligibility Criteria sit the Assessment;
- 9.1.4 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;
- 9.1.5 Ensure that the Product, Product Platform and Service is only accessed through their unique user account. The School at all times is merely responsible for the activity that occurs on their account and for all liabilities incurred through their account. We are not responsible for any unauthorized activity on the account.

9.2 Registered Schools must not:

- 9.2.1 interfere or disrupt any technological protection measures on the Product Platform or in the Product;
- 9.2.2 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 ICAS or its Authorized Business Partners;
- 9.2.3 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 ICA. The Registered School must (and must procure that its staff and Students) change School Passwords regularly; or
- 9.2.4 make copies, sell, lend, borrow, upload, or distribute any of the tests or past papers, without prior written authorization from us.

- 9.3 The online assessment platform incorporates a number of tools that monitor test conditions. To ensure the integrity of ICAS Assessments, we reserve the right to investigate any fact or matter which we believe may have affected
a Student's performance or eligibility for a medal.



10. COMMUNICATION

- 10.1 All our communication with you, including where notice is provided in relation to these Terms, will be done through the email address nominated by you upon registration.
- 10.2 share information about other ICAS products and services; and invite the Registered School to participate in research, marketing and promotional activities undertaken by ICA for its ICAS Assessment product.
- 10.3 The Registered School may opt out of receiving the communications referred to in clause 15.2 at any time by contacting ICA.

11. LIABILITY AND INDEMNITY

11.1 Disclaimer of Warranty

To the maximum extent permitted by law but subject to clause 16.2, ICA excludes all implied representations, warranties, terms and conditions of any kind whatever (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).

11.2 Limitation of Liability

- 11.2.1 Subject to Clause 16.3, 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.
- 11.2.2 To the maximum extent permitted by law, ICA's 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, will not 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).
- 11.3 Nothing in this Contract is intended to have the effect of excluding, restricting or modifying the application of all or any of the provisions of the Country Consumer

Law of Pakistan.

12. CONFIDENTIALITY & PRIVACY

- 12.1 ICA will collect Personal Information from a Registered School for the purposes of:
- 12.1.1 delivering the Products and Services to the Registered School; and
 - 12.1.2 generating reports, conducting research and analysis and improving its Products and Services.
- 12.2 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 ICA for the purposes set out in clause 17.1.

12.3 The Registered School must obtain consent from the Student's parent or guardian for ICA to collect the Student's Personal Information for the

purposes set out in clause 12.1.1.

12.4 Each party will only collect, use and disclose Personal Information in accordance with the *Privacy 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 Privacy Act.

13. INTELLECTUAL PROPERTY

13.1 ICA own, or is entitled to the use of, all copyright and other Intellectual Property

Rights in the online and printed versions of the Product and the Product Platform.

13.2 You, 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 our permission. 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.

13.3 ICA grants you a non-exclusive, royalty-free, sub-licensable license to reproduce, publish or communicate the Product or Product Platform to the extent necessary to conduct an Assessment only. This grant of license does not include the right to make copies, sell, lend, borrow, upload, post on a School's intranet, or distribute any of the tests or past papers, except for the sole purpose of conducting the tests. Staff and students are prohibited from taking photographs, screen shots or otherwise copy the text/images of any test items (questions) that appear on the screen.

Unauthorized 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.

14. TERMINATION

14.1 In the event that a Registered School fails to pay the fees and charges less than 2 weeks before a test event, then ICA shall be entitled to terminate this agreement and to cancel the test event. In such circumstances, ICA will not be liable for the refund any fees paid by the parents/schools.

14.2 Termination of this Agreement does not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages for any breach of the Agreement that existed at or before the date of termination

15. RESTRICTING YOUR ACCESS

15.1 Janison may restrict your access to our site if:

15.2 There is a breach of the Terms listed here; or

15.3 There is an emergency, and the site needs to be restricted as a response.



16. SURVIVAL OF TERMS

16.1 Even after the Contract is completed and we have delivered the Services, Clauses 16 – 19 continue to apply.

17. MISCELLANEOUS

17.1 Governing Law

This Agreement is governed by the laws of Pakistan. The parties submit to the non-exclusive jurisdiction to the Lahore High Court (LHC) Punjab, Pakistan

17.2 Assignment

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 ICA (which must not be unreasonably withheld).

17.3 Execution

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.

17.4 Predetermination

17.4.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control.

17.4.2 If a predetermination action occurs that affects our obligations or performance, we will contact you as soon as reasonably possible to notify you of possible alternative Sitting dates or to provide you with a credit note. A refund may be provided at the discretion of ICA.

17.5 Changes to T&Cs

ICA reserves the right to update and change these Terms as determined by us.

ATTACHMENT 1 – Privacy collection statement

We are aware of our responsibility to protect the identity of, and all information relating to, children, and students in general, from disclosure and consequently ICA does not:

- collect any personal information or data of children other than as required for the purposes of completion of the assessment, test or exam;
- transfer any personal information or data obtained during the delivery of assessments, tests, or exams conducted in Pakistan to any other than ICAS Australia jurisdiction outside of Pakistan other than with the specific consent of the person, or their parent or guardian.
- transfer any personal information or data obtained during the delivery of assessments, tests or exams conducted in other international regions out



- of the child's jurisdiction other than with the specific consent of the person, or his or her parent or guardian;
- share any personal information or data relating to children or students with any third parties (other than a third party whose services are necessary for servicing our products, e.g. print/distribution companies, medal engraving, etc.) except with the specific consent of the person, or his or her parent or guardian;
- use any personal information or data relating to children or students for marketing purposes.

We may retain personal information and data relevant to a child for their future purposes or for research purposes by ICA for the duration of the school life-cycle of the child.

However, if you or your child at any time wish to have their personal information or data removed from our systems, they or you may opt out by simply contacting our Privacy Officer at admin@ica.net.pk.

SCHEDULE 1 - Product-specific Terms

Product	ICAS-Australia Assessments
Description of Product	A competition to test students' ability to apply classroom learning in new contexts in digital technologies, Science, English and Mathematics
Assessment format	Online
Whether minimum number of Orders required	No
Eligibility Criteria for Students taking the Assessment	Students must sit the Assessments designed for their year level or can choose to sit Assessments one level above with permission from ICA for ICAS-Australia Assessments.
Marking of Writing tests	ICAS Assessments will mark the Assessments but neither Registered Schools nor individual students will be entitled to appeal the results of the Assessment marking.
Accessibility requests	Consideration will be given to a request for an accessibility option subject to any such request being submitted no later than 10 weeks prior to the commencement of the Sitting Period.
Certificates provided	Yes, downloadable as PDF and posted to you in hardcopy



Results	ICAS is an assessment and results do not include access to actual questions from tests. All students must complete their sitting within the Sitting Period and all tests must be properly submitted in order to obtain results.
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Product-specific Terms

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

1.1 On and from the Payment Receipt Date, ICAS/ICA Assessments Customer Service 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 ICAS/ICA Assessments Customer Service 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 for the time required to deliver the test and receive the results (“the Access Period”) in the following ways:

1.1.1 the Registered School, through its Students, will be granted access to the number of Assessments that it has purchased for the Sitting Periods that fall within the Access Period; and

1.1.2 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, 1.5 and 1.6.

1.2 Janison will use all reasonable endeavors 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:

1.4.1 following any breach of this Agreement by the Registered School;

1.4.2 in order for 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

1.4.3 following a Force Majeure Event.

1.5 For the purposes of clause 1.4.2, Janison 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 ICAS Assessments Customer Service so that Janison can provide access to a replacement sitting.

1.6 Apart from the operational and maintenance matters contemplated in clause 1.4.2, where Janison 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 ICA will use all reasonable endeavors 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 ICA office to seek technical support during Usual Business Hours.

3. Eligibility for medals

- 3.1 Students enrolled in all Registered Schools and who sit ICAS Assessments during the Sitting Period are eligible to compete for medals. Students enrolled in Registered Home Schools or Designated Institutions are not eligible to compete for medals.
- 3.2 ICAS 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 ICAS judges to be sufficiently meritorious.
- 3.3 To ensure the integrity of ICAS Assessments, ICA reserves the right to investigate any fact or matter which it believes may have affected Student' performance or eligibility for a medal.

THE END