

Charly Service Agreement

Charly Pty Ltd | ABN: [INSERT ABN] | joe@callcharly.io | callcharly.io

Parties

This agreement is between **Charly Pty Ltd** (ABN: [INSERT ABN]) ("Charly") and the school or organisation that has signed up for access to the Charly platform ("School").

By activating a Charly account, the School's authorised representative confirms they have read, understood, and agree to be bound by this agreement on behalf of the School.

What Charly Provides

Charly provides access to an AI-powered English conversation practice platform, including:

- The Charly student app for voice-based English conversation practice
- The Charly teacher portal for student management, transcripts, and feedback
- Ongoing platform updates and support

Charly will use reasonable efforts to maintain platform availability but does not guarantee uninterrupted access. Charly may perform maintenance or updates from time to time and will endeavour to provide reasonable notice where possible.

Pricing

Pricing is agreed between Charly and the School prior to the commencement of the service and is set out in a separate written communication (such as a proposal, email, or onboarding confirmation) between the parties.

A student is considered enrolled when they appear in the School's account on the Charly teacher portal. Pricing applies to all enrolled students regardless of whether they used the platform that week.

Where Charly is registered for GST, invoices will include GST at the applicable rate and the School will be charged accordingly.

Billing

- Invoices are generated every Monday for the previous week
- Payment is due within 7 days of the invoice date
- Invoices are sent to the School's nominated billing email address
- Payment is by bank transfer to the details provided on the invoice

If payment is not received within 14 days of the invoice date, Charly reserves the right to suspend the School's access until outstanding amounts are paid. Charly may charge interest on overdue amounts at the rate of 10% per annum calculated daily.

Term and Cancellation

This agreement runs week to week with no minimum commitment.

To stop being billed, the School removes all students from their Charly portal account. The School will be invoiced for any students enrolled during a given week up to the point of removal.

There is no cancellation fee and no notice period required.

Charly may terminate this agreement immediately if the School breaches any material term of this agreement and fails to remedy the breach within 7 days of written notice.

Acceptable Use

The School agrees to use the Charly platform only for its intended purpose of English language practice and education. The School must not:

- Allow access to the platform by any person other than enrolled students and authorised staff
- Attempt to reverse engineer, copy, or reproduce any part of the platform
- Use the platform in any way that is unlawful, harmful, or abusive
- Share login credentials with unauthorised parties

Charly reserves the right to suspend or terminate access immediately and without notice where there is a serious breach of this clause.

School Responsibilities

The School agrees to:

- Ensure all student data provided to Charly complies with applicable privacy laws, including the Privacy Act 1988 (Cth)
 - Obtain appropriate consent from students and, where students are under 18, their parents or legal guardians before enrolling them
 - Notify Charly promptly of any suspected unauthorised access to the School's account
 - Ensure the contact and billing details provided to Charly remain accurate and up to date
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Intellectual Property

Charly retains all intellectual property rights in the platform, the underlying AI technology, and all software, interfaces, and content it creates or provides.

The School retains ownership of the data it inputs into the platform, including student names and teacher-assigned settings. Charly is granted a licence to use that data solely for the purpose of delivering the service.

Charly may use anonymised, aggregated data derived from platform usage to improve its services, provided that no individual student can be identified.

Data and Privacy

Charly collects and stores conversation transcripts, feedback data, and student usage information for the purpose of delivering the service.

Charly does not sell student data to third parties. Data is stored securely with reputable cloud providers.

In the event of a data breach likely to result in serious harm, Charly will notify affected parties in accordance with the Notifiable Data Breaches scheme under the Privacy Act 1988 (Cth).

For privacy enquiries, contact joe@callcharly.io.

Limitation of Liability

Charly provides the platform on an as-is basis. To the maximum extent permitted by law, Charly excludes all warranties, express or implied.

Charly is not liable for any indirect, incidental, special, or consequential loss arising from use of the platform.

Charly's total liability is limited to the total fees paid by the School in the 4 weeks immediately preceding the event giving rise to the claim.

Nothing in this agreement limits liability for fraud, death or personal injury caused by negligence, or any liability that cannot be excluded by law.

Disputes

If a dispute arises, the parties agree to attempt to resolve it in good faith through direct negotiation before commencing any legal proceedings.

If the dispute cannot be resolved within 14 days of written notice, either party may seek appropriate legal remedies.

Changes to This Agreement

Charly may update the terms of this agreement from time to time with 14 days written notice to the School's billing email address.

Continued use of the platform after the notice period constitutes acceptance of the updated terms.

Governing Law

This agreement is governed by the laws of New South Wales, Australia. Each party submits to the non-exclusive jurisdiction of the courts of New South Wales.

Acceptance

This agreement is accepted when an authorised representative of the School activates a Charly account or otherwise confirms acceptance in writing (including by email) to joe@callcharly.io.
