

End User License Agreement (EULA) & Terms and Conditions

Version 3.5

Introduction

This document constitutes a combined End User License Agreement (EULA) and Terms and Conditions (T&C) governing the use of software, content, and services provided by Rayner Digital Labs ("Company"). By accessing or using the software and associated content, you/school (the "User") agree to comply with and be bound by this agreement. If you do not agree to these terms, do not use the software.

1. License Grant

Rayner Digital Labs grants the User/school a non-exclusive, non-transferable, revocable license to use the software solely for educational purposes within the subscribing school. This license is subject to compliance with this agreement and the specific terms outlined herein.

2. Copyright and Intellectual Property

1. **Copyright Ownership:** All intellectual property rights in the software, including but not limited to characters, tutors, and the "Immersive Instructional Inquiry Independent Model (i⁴M)," are the sole property of Rayner Digital Labs.
2. **i⁴M Model:**
 - The i⁴M model integrates immersive learning with instructional, inquiry-based, and independent phases to enhance student engagement and mastery.
 - Unauthorized copying, reproduction, or distribution of any aspect of the i⁴M model or associated content is strictly prohibited.
3. **Restrictions:** Users are prohibited from:
 - Distributing, sublicensing, or transferring the software outside of their institution.
 - Modifying, reverse-engineering, or decompiling the software.
 - Use Across Multiple Sites: The software license and membership are valid for one school site only. Usage across multiple campuses, school sites, or locations under the same institution is strictly prohibited unless a separate license has been purchased for each site.

3. Usage Terms

- **Software Provided "As Is":** The software is provided "as is" for educational purposes. Rayner Digital Labs disclaims all warranties, express or implied, including but not limited to fitness for a particular purpose or uninterrupted functionality.
- **Safety Compliance and Educator Responsibility:** Educators are responsible for ensuring compliance with all headset manufacturer safety guidelines and health advisories. They must also ensure proper supervision during the use of the software to maintain student safety.
- **Student Suitability:** It is the responsibility of the subscribing school and its educators to evaluate and confirm that the software is appropriate for the abilities, developmental level, and learning needs of each student before allowing access to the experience.
- **Parental Notification:** It is the responsibility of the school to determine whether and how to notify parents or guardians regarding students' use of Virtual Reality (VR) and the educational content delivered through the software. Rayner Digital Labs assumes no responsibility for parental communication or consent processes. Schools must ensure that their approach aligns with their own policies, procedures, and duty of care.
- **No Liability for Student Use:** Rayner Digital Labs shall not be held liable for any adverse effects, educational outcomes, health issues, or other concerns resulting from student use of the software. The responsibility for appropriate implementation, supervision, and student readiness rests solely with the school and its staff.
- **Subscription-Based Access:** Access to the software is contingent on an active membership subscription and is limited to a single school site. Institutions with multiple campuses or sites must obtain a separate subscription for each. Users must cease all use of the software immediately upon the termination or expiration of the subscription.
- **Site-Specific Usage Restriction:** Headsets containing Rayner Digital Labs software are restricted to use exclusively at the school site covered by the active subscription. They may not be used off-site or shared between multiple campuses or institutions without prior written permission from Rayner Digital Labs. Unauthorized use outside the designated site constitutes a breach of these terms.

It is the sole responsibility of the subscribing institution to manage and monitor their subscription status. Rayner Digital Labs assumes no liability for any educational or operational consequences stemming from expired access or misuse during the subscription period.

4. Limitation of Liability

1. **No Guarantee of Uninterrupted Service:** The Company does not guarantee that the software will be error-free or operate without disruption. Service interruptions due to maintenance, updates, or external factors are not the responsibility of Rayner Digital Labs.

2. **Force Majeure Clause:** Rayner Digital Labs shall not be liable for failure or delay in performance due to causes beyond its control, including but not limited to natural disasters, cyberattacks, internet outages, or government restrictions.
3. The User assumes full responsibility for adherence to health and safety guidelines when using the software.

5. Termination

1. The Company reserves the right to terminate access to the software if the User violates any terms of this agreement.
2. Upon termination, the User must uninstall and delete all copies of the software.
3. If a school has been granted Meta Device Lifetime Access, this access is non-transferable and applies solely to the originally designated institution. It may not be reassigned, sold, or extended to other schools or entities.

6. General Terms and Conditions

Compliance with Laws: Users agree to use the software in compliance with all applicable laws and regulations.

No Transfer of Rights: The license granted under this agreement is personal to the subscribing school and may not be transferred to any third party.

Modifications to the Agreement: The Company reserves the right to update this agreement. Continued use of the software constitutes acceptance of the updated terms.

Indemnification Clause: Schools and users agree to indemnify and hold Rayner Digital Labs harmless from any claims, damages, or liabilities arising from misuse of the software, violations of this agreement, or failure to comply with safety guidelines.

7. Dispute Resolution

1. **Governing Law:** This agreement shall be governed by and construed in accordance with the laws of Australia.
2. **Resolution Process:** Any disputes arising under this agreement shall first be resolved through good faith negotiation. Failing resolution, disputes shall be submitted to binding arbitration in accordance with the rules of Resolution Institute of Australia.

8. Purchase Agreement

By purchasing Rayner Digital Labs products, the customer confirms that they are either:

- (a) a recognized educational institution (e.g., school, college, university), or
- (b) a legally contracted party with Rayner Digital Labs for approved software use at designated sites.

Rayner Digital Labs reserves the right to verify the accreditation status or legitimacy of any customer before fulfilling an order. Misrepresentation of educational status or misuse of the software constitutes a breach of these terms.

If a customer is found to have misrepresented their status or breached the terms of use, Rayner Digital Labs reserves the right to immediately revoke the license without refund and pursue legal remedies if necessary.

Use of Rayner Digital Labs software constitutes acknowledgment and acceptance of this combined End User License Agreement (EULA) and Terms and Conditions.

9. Data Privacy and Student Information

Data Collection and Use: Rayner Digital Labs does not collect, store, or transmit personally identifiable information (PII) of students unless explicitly stated and agreed upon in writing. Any data generated through usage is anonymized and used solely for performance monitoring, feature improvement, and educational reporting in line with privacy standards.

School Responsibility for Student Data: Schools are responsible for safeguarding student data and ensuring compliance with relevant data protection laws (e.g., Australia's Privacy Act, GDPR if applicable internationally). The school must ensure that student information is handled in accordance with their own policies and legal obligations.

10. Technology Requirements and Compatibility

Minimum Requirements: It is the responsibility of the school to ensure that devices meet the technical requirements for running the software. The Company is not liable for issues arising from hardware limitations, outdated systems, or unsupported configurations.

Software Updates: Rayner Digital Labs may, from time to time, issue updates, patches, or improvements to enhance software performance, security, and educational functionality. It is the responsibility of the school to ensure these updates are promptly installed to maintain compatibility, performance, and the integrity of the student learning experience. Failure to apply updates may result in diminished functionality or disruptions that impact student use and safety.

11. Accessibility and Inclusive Design

Rayner Digital Labs strives to support inclusive education and aims to design experiences that are engaging for a wide range of learners. However, we do not guarantee that all content will be accessible, appropriate, or effective for every student.

It is the sole responsibility of the school to assess whether the software aligns with the learning needs, accessibility requirements, and developmental appropriateness for their student population. Schools are encouraged to provide additional support or adaptations as needed.

Rayner Digital Labs is not responsible for the educational context, instructional methods, curriculum alignment, or learning outcomes associated with the use of its software. All decisions regarding how the software is integrated into teaching and learning remain entirely with the school and its staff.

12. Marketing and Testimonials

By using Rayner Digital Labs software, schools may be invited to voluntarily participate in testimonials, case studies, or marketing material. Any use of a school's name, logo, or likeness will only be done with prior written consent from the institution.