

## Parent App Terms & Conditions

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Responsible person	General Manager – Students and Families	Scheduled review date	May 2027

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## 1 Definitions

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1.1 For the purposes of these Terms:

- (a) “App” means the Mastery Schools Australia Parent Application and associated systems
- (b) “Services” means all functionality, features, integrations, communications systems, and data made available through the App
- (c) “User” means any authorised parent, guardian, or legally appointed caregiver
- (d) “Data” means any information made available through or submitted to the App, including Student Data, communications, documents, and system-generated records
- (e) “Student Data” includes personal, academic, behavioural, attendance, medical, and wellbeing information relating to a student.....

## 2 Operator

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These Terms apply to the App operated by Mastery Schools Australia Limited.

## 3 Scope of Services

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3.1 The App provides a platform supporting school communication and administration, including:

- (a) Student personal and enrolment information
- (b) Academic records and results
- (c) Attendance tracking
- (d) Class and timetable information
- (e) School communications and announcements
- (f) Submission of forms and documents
- (g) Health, medical, and wellbeing information (including doctor’s notes, diagnoses, and support documentation)

3.2 The App operates as an extension of school systems and processes.

## 4 Communications

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4.1 The App is a primary communication channel.

4.2 Users acknowledge that communications may be delivered via:

- (a) SMS

- (b) Email
- (c) Push notifications

4.3 Users are responsible for monitoring these communications.

## **5 Third-Party Services**

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5.1 The App may use contracted providers for:

- (a) SMS delivery
- (b) Digital signing
- (c) Platform support
- (d) Cloud hosting (including Microsoft infrastructure in Australia)

5.2 These providers operate under contract but are not directly controlled by Mastery Schools Australia.

## **6 Access & Security**

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6.1 Authentication may occur via:

- (a) Phone-based OTP
- (b) Email-based OTP

6.2 Users must:

- (a) Maintain control of authentication access
- (b) Not share accounts or impersonate others

6.3 Mastery Schools Australia may:

- (a) Suspend or disable access
- (b) Monitor system activity
- (c) Investigate misuse

6.4 All access and activity may be logged.

## **7 User Responsibilities**

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7.1 Users agree to:

- (a) Provide accurate and up-to-date information
- (b) Keep login details secure
- (c) Accept responsibility for all account activity
- (d) Regularly check communications
- (e) Follow all school policies and instructions

## **8 Acceptable Use**

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8.1 Users must not:

- (a) Share accounts or impersonate others
- (b) Access unauthorised data
- (c) Upload false, harmful, or misleading content
- (d) Harass, intimidate, or abuse others
- (e) Attempt to hack, disrupt, or reverse engineer the App
- (f) Introduce malware or harmful code
- (g) Scrape, extract, or automate data access
- (h) Attempt unauthorised integrations
- (i) Use the App for commercial or third-party purposes
- (j) Share student data without proper consent

8.2 Authorised integrations are limited to contracted and approved providers operating under Australian legal and security requirements.

## **9 Enforcement**

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9.1 Breaches may result in:

- (a) Suspension or termination of access
- (b) Removal of content
- (c) Disciplinary action, including enrolment impact
- (d) Referral to law enforcement
- (e) Civil or criminal proceedings

## **10 Data & Privacy**

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10.1 Data is:

- (a) Stored within Australia
- (b) Secured using Microsoft-backed infrastructure
- (c) Managed in accordance with Australian legislation

10.2 Users must ensure they have authority to provide third-party information.

## **11 Content Ownership**

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11.1 Users retain ownership of submitted content but grant Mastery Schools Australia a licence to:

- (a) Store
- (b) Process
- (c) Use
- (d) Distribute

11.2 ...for school and operational purposes.

## 12 Disclaimer of Warranties

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12.1 The Services are provided **“as is” and “as available.”**

12.2 Mastery Schools Australia does not guarantee:

- (a) Continuous availability
- (b) Accuracy or completeness
- (c) Fitness for a particular purpose
- (d) That Services will meet user expectations

12.3 The App does not constitute professional, legal, or medical advice, and no guarantee of outcomes is provided.

## 13 Limitation of Liability

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13.1 To the maximum extent permitted by law, Mastery Schools Australia is not liable for:

- (a) Service interruptions
- (b) Loss of data
- (c) Unauthorised access
- (d) Indirect or consequential loss
- (e) Loss of outcomes or opportunity

13.2 Liability is limited to the minimum amount required by law.

## 14 Indemnity

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14.1 Users indemnify Mastery Schools Australia against claims, loss, or damage arising from:

- (a) Misuse of the App
- (b) Breach of these Terms
- (c) Unauthorised disclosure of student data
- (d) Violation of applicable laws

## **15 User Systems Responsibility**

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15.1 Users are responsible for:

- (a) Internet connectivity
- (b) Device security
- (c) System functionality

15.2 Mastery Schools Australia is not responsible for failures caused by user systems or external networks.

## **16 Monitoring, Logging & Disclosure**

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16.1 All interactions with the App are monitored and logged.

16.2 Mastery Schools Australia may:

- (a) Audit system usage
- (b) Retain logs
- (c) Disclose information to:
  - (i) Law enforcement
  - (ii) Government authorities
  - (iii) Regulatory bodies

16.3 This may occur in cases of:

- (a) Criminal activity
- (b) Breach of duty of care
- (c) Misuse or malicious use
- (d) Legal or regulatory requirements

16.4 Disclosures may occur without prior notice where permitted by law.

## **17 Third-Party Links**

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17.1 Mastery Schools Australia is not responsible for third-party services, content, or availability.

## **18 Location Data**

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18.1 The App does not use GPS tracking.

18.2 Technical connection data (e.g. IP address) may be logged for security purposes.

## **19 Data Retention**

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- 19.1 Student records are retained in accordance with Australian law.
- 19.2 Access may be removed:
- (a) After enrolment ends
  - (b) After statutory retention periods
- 19.3 Users must not rely on the App as a permanent storage system.

## **20 Contact, Complaints & Privacy**

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- 20.1 MSA manages complaints in accordance with its Complaints Handling Policy and Procedure, available on the School's website. Complaints are initially handled at the relevant school level, with matters escalated in line with the Policy where they remain unresolved.

## **21 Governing Law**

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- 21.1 These Terms are governed by the laws of Queensland, New South Wales, Victoria and Tasmania, Australia.

## **22 Changes to Services and Terms**

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- 22.1 Mastery Schools Australia may modify the App or these Terms at any time.

## **23 General Provisions**

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- 23.1 These Terms:
- (a) Form the entire agreement
  - (b) Override prior communications
- 23.2 If any provision is invalid, the remainder remains enforceable.

## **24 Agreement**

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- 24.1 By clicking "Accept" within the App, you confirm that you have read, understood, and agree to these Terms and Conditions.

## **25 Review**

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This policy is reviewed periodically as detailed in the policy review schedule. The next review date is May 2027.

## **26 Communication**

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This Policy is made available to families via the school's website and Mobile App.