

Catapult Smallprint LTI Policy - Training Providers

1. This agreement is made between Catapult Smallprint Pty Ltd (Catapult Smallprint) and the hereunder-named Organisation (you, your) for which this document has been signed.
2. Catapult Smallprint provides a software service to you, which extends to your staff, your trainers, your third parties, and your students. The service is known as Catapult Smallprint Learning Management System (the LMS). Other agreement(s) govern your specific rights and limitations regarding use of the LMS.
3. In addition to what the LMS provides to you as its standard front-end functionality and service, you may be granted permission to use the LMS as a Learning Tools Interoperability (LTI) producer service, to provide student and trainer access to our learning and assessment resources via a named third-party Learning Management System product, operating as a standard LTI consumer. Use of the LMS LTI producer service (the LTI Service) is subject to the terms and conditions in this document.
4. By using the LTI Service, you agree to be bound by these terms and conditions, the Training Provider Terms and Conditions and the Trainer and Administrator Unit Use policy.
5. This agreement permits use of the LTI Service only with the hereunder-named third-party Learning Management System product (the LTI Consumer).
6. Your use of the LTI Service is limited to accessing data that is associated with your Training Provider account, and for data that Catapult Smallprint has expressly granted you access. You will not attempt to access data that you are not authorised to view, and will not attempt to access the LTI Service using a product other than the LTI Consumer listed in this agreement.
7. Catapult Smallprint content, services, and functionality provided to users via the LTI Service must not be altered, misrepresented, reformatted, cached, or copied in any way, and must not be used in any other ways not otherwise permitted by this agreement and permitted by the Catapult Smallprint Training Provider Terms and Conditions, and by the Catapult Smallprint Trainer and Administrator Unit Use Policy.
8. This agreement does not grant any permission to use the LMS in any way not otherwise prescribed by this agreement, and not otherwise prescribed by other Catapult Smallprint agreements signed by you. In particular, this agreement does not grant you permission to use the LMS Application Programming Interface (API), and does not grant permission for another vendor or third party to use the LMS API on your behalf.
9. Catapult Smallprint may, in its absolute discretion, restrict, suspend, or terminate your access to the LTI Service.
10. To the extent permitted by law, you agree to hold harmless Catapult Smallprint from any and all liability for any loss associated with your use of the LTI Service.

11. In the event that Catapult Smallprint is liable for any loss, you agree the damages will be restricted to a refund of the fees paid by your training provider in respect of the relevant loss.
12. Catapult Smallprint will not be liable for any indirect or consequential losses arising from your use of the Units or the LTI Service, including loss of profits or loss of earnings.
13. As a user of the LTI Service, you agree that you will not do or attempt to do any of the following:
 - a. use the LTI Service for an illegal or unlawful purpose, or in a way that encourages criminal activity;
 - b. install spiders, data scrapers, viruses, or other malicious software or otherwise use the LTI Service in a manner which may threaten the integrity and security of the LTI Service, Catapult Smallprint's API, website, Catapult Smallprint web applications or other Catapult Smallprint products;
 - c. upload, transmit, post or share any virus or malicious computer code or software which may cause damage to, or violate the privacy of Catapult Smallprint or any other user of the site;
 - d. upload, transmit, post or share any explicit, defamatory, pornographic, obscene or offensive images or text;
 - e. make automated batch requests of our server;
 - f. attempt to reverse engineer, decompile or attempt to extract the source code of the LTI Service or any other web application or service provided to you by Catapult Smallprint;
 - g. take any action that could unreasonably restrict the access of other users of Catapult Smallprint's services;
 - h. state or imply that your content originates from, is endorsed or sponsored by, Catapult Smallprint;
 - i. pre-fetch, cache or store content via the LTI Service except as expressly provided for by Catapult Smallprint;
 - j. use the LTI Service to send unsolicited commercial messages (commonly known as 'Spam') in any form, including but not limited to e-mail, voice, fax or sms, or use the website in any way that would contravene the Spam Act 2003 (Cth) and for each and every complaint received alleging that you have used our services for the purpose of sending unsolicited commercial messages, you will be charged a \$25 administration fee, which may at our discretion be refunded if it is found to be unsubstantiated.
14. In the event that we believe you have breached clause 13 of these Terms and Conditions, we will notify that you must cease such activities. If, by the close of business on the next business day in South Australia, this is not actioned and not otherwise reduced to a level deemed acceptable by us, we reserve the right to immediately terminate your account.

15. You agree to indemnify us from any loss associated with your excessive usage of the LTI Service after you have received a notification under clause 14 of these Terms and Conditions.
16. You will not upload, or attempt to upload, any information or material that: a. is fraudulent; or b. is in any other way objectionable. What is objectionable shall be determined by us in accordance with standard internet practices.
17. By submitting any data, information or materials whatsoever to Catapult Smallprint through the LTI Service you confirm that:
 - a. the publishing of any data, information or materials of any type by you will not breach or infringe upon the intellectual property rights of any third party whatsoever; and
 - b. you accept all liability for the dissemination of the data, information or materials provided by you to Catapult Smallprint.
18. You agree to use the LTI Service in accordance with this agreement, and any and all applicable laws and regulations relating to your use of the internet in the state, country and region of which you are a resident.
19. Usage and Content
 - a. Provision of the LTI Service to you is at our discretion. We provide no guarantee of the availability or suitability of the services provided by Catapult Smallprint to you, or as applicable, your training organisation or trainers. We retain the right to remove, alter, discontinue or terminate any aspect of the LTI Service and any other Catapult Smallprint services provided to you without notice.
 - b. We have no obligation to provide uninterrupted access to the LTI Service and although we will do our best to provide continuous access, the LTI Service may, from time to time, be inaccessible to users.
20. This agreement is governed by, and will be construed in accordance with, the laws enforced in the State of South Australia. The parties irrevocably submit to the exclusive jurisdiction of the Courts in the State of South Australia in respect of all matters arising under, or in connection with, this agreement.
21. A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right and the exercise of a power or right does not preclude its future exercise or the exercise of any other power or right.
22. Your rights and obligations under this agreement are personal. They cannot be assigned, transferred, novated, disposed of, encumbered or otherwise dealt with without the prior written consent of Catapult Smallprint. Catapult Smallprint may assign, novate, transfer, dispose of, or encumber its rights or obligations under this agreement at its discretion.

23. This agreement shall constitute the entire agreement between the parties as to its subject matter, and shall supersede all prior agreements and understandings.
24. By agreeing to this contract you warrant that you are either acting on your own behalf or that you have full and complete authority to enter into this agreement on behalf of and to bind any company or other entity which you represent or purport to represent, and that you have been duly authorised to act in such a manner by the company or entity.
25. This agreement covers only the use of the nominated product or service and the LTI Consumer, and excludes the use of the LTI keys for any other purpose or service not expressly listed on this agreement.
26. The Catapult Smallprint LTI keys are confidential and remain the property of Catapult Smallprint and must not under any circumstances be provided to any other application, system, provider or service that is not expressly listed on this agreement.
27. This agreement is confidential and must not be disclosed to any third party not expressly listed on this agreement.
28. Catapult Smallprint will only collect, use, store and process personal information and student data received through the LTI Service to the extent reasonably required to provide, support, secure, monitor and maintain the LTI Service, or as otherwise required by law.
29. As at the date of this agreement, personal information and student data stored by Catapult Smallprint in connection with the LTI Service is hosted in Australia. Catapult Smallprint will provide reasonable written notice if it proposes to materially change the hosting, backup or disaster recovery arrangements for that data in a way that would result in it being stored outside Australia, except where urgent action is reasonably required for security, legal compliance, disaster recovery or service continuity.
30. Catapult Smallprint will notify you in writing without undue delay if it becomes aware of an actual or reasonably suspected unauthorised access to, unauthorised disclosure of, loss of, corruption of, or unauthorised destruction of personal information or student data held by Catapult Smallprint in connection with your use of the LTI Service.
31. Any notice under clause 30 will include, to the extent known at the time, the nature of the incident, the information affected, the likely impact, and the steps taken or proposed to contain, investigate and remediate the incident. Catapult Smallprint will keep you reasonably informed of material developments and provide reasonable cooperation where required by law.

Agreement

LTI Consumer product name
(name of third-party LMS):

Organisation:

Signed by:

Printed name:

Title:

Date:

Witnessed by:

Printed name:

Date:
