Website Terms and Conditions of Use

Teachly (ABN 72 493 784 092) | Last updated: 16 September 2026

1. About the Website

1.1 Welcome to www.teachly.com.au (the 'Website'). The Website provides information about, and the ability to purchase, Teachly's educational products and resources, including the Smart Marker Template range (the 'Products' and, together with the Website, the 'Services').

1.2 The Website is operated by Teachly (ABN 72 493 784 092). Access to and use of the Website, or any of its associated Products or Services, is provided by Teachly. Please read these terms and conditions (the 'Terms') carefully. By using, browsing and/or reading the Website, you signify that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Website, or any of the Services, immediately.

1.3 Teachly reserves the right to review and change any of the Terms by updating this page at its sole discretion. When Teachly updates the Terms, it will use reasonable endeavours to provide you with notice of the updates. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records.

2. Acceptance of the Terms

You accept the Terms by remaining on the Website. You may also accept the Terms by clicking to accept or agree to the Terms where this option is made available to you by Teachly in the user interface, or by ticking the acceptance box on a Teachly purchase order form.

3. Copyright and Intellectual Property

3.1 The Website, the content and all of the related products of Teachly are subject to copyright. The material on the Website is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the content and compilation of the Website (including but not limited to text, graphics, logos, button icons, video images, audio clips, Website code, scripts, design elements and interactive features) or the content are owned or controlled for these purposes, and are reserved, by Teachly or its contributors.

3.2 All trademarks, service marks and trade names are owned, registered and/or licensed by Teachly, who grants to you a worldwide, non-exclusive, royalty-free, revocable licence whilst you are a user of the Website to:

(a) use the Website pursuant to the Terms;

(b) copy and store the Website and the material contained in the Website in your device's cache memory; and

(c) print pages from the Website for your own personal and non-commercial use.

Teachly does not grant you any other rights whatsoever in relation to the Website or the content. All other rights are expressly reserved by Teachly.

3.3 Teachly retains all rights, title and interest in and to the Website and all related content. Nothing you do on or in relation to the Website will transfer any:

(a) business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright, or

(b) a right to use or exploit a business name, trading name, domain name, trade mark or industrial design, or

(c) a thing, system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process),

to you.

3.4 You may not, without the prior written permission of Teachly and the permission of any other relevant rights owners: broadcast, republish, upload to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the content or third party content for any purpose, unless otherwise provided by these Terms. This prohibition does not extend to materials on the Website which are freely available for re-use or are in the public domain.

3.5 Physical Products purchased from Teachly, including Smart Marker Templates and student answer sheets, are supplied for use within the purchasing school or institution. They may not be reproduced, resold or distributed to third parties without Teachly's prior written permission. Digital answer sheets made available to purchasers may be printed for use within the purchasing school or institution only.

4. Privacy

Teachly takes your privacy seriously and any information provided through your use of the Website and/or content is subject to Teachly's Privacy Policy, which is available on the Website.

5. General Disclaimer

5.1 Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.

5.2 Subject to this clause 5, and to the extent permitted by law:

(a) all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and

(b) Teachly will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the content or these Terms (including as a result of not being able to use the content or the late supply of the content), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.

5.3 Use of the Website and the content is at your own risk. Everything on the Website and the content is provided to you "as is" and "as available" without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors and licensors of Teachly make any express or implied representation or warranty about the content or any products or content (including the products or content of Teachly) referred to on the Website. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:

(a) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;

(b) the accuracy, suitability or currency of any information on the Website, the content, or any of its content related products (including third party material and advertisements on the Website);

(c) costs incurred as a result of you using the Website, the content or any of the products of Teachly; and

(d) the content or operation in respect to links which are provided for your convenience.

6. Limitation of liability

6.1 Teachly's total liability arising out of or in connection with the content or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the content or Products to you.

6.2 You expressly understand and agree that Teachly, its affiliates, employees, agents, contributors and licensors shall not be liable to you for any direct, indirect, incidental, special, consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

6.3 You acknowledge and agree that Teachly holds no liability for any direct, indirect, incidental, special, consequential or exemplary damages which may be incurred by you as a result of providing your content to the Website.

7. Termination of Contract

7.1 If you want to terminate the Terms, you may do so by providing Teachly with 14 days' notice of your intention to terminate by email to support@teachly.com.au.

7.2 Teachly may at any time terminate the Terms with you if:

(a) you have breached any provision of the Terms or intend to breach any provision;

(b) Teachly is required to do so by law;

(c) Teachly is transitioning to no longer providing the Services in the country in which you are resident or from which you use the Services; or

(d) the provision of the Services to you by Teachly is, in the opinion of Teachly, no longer commercially viable.

7.3 Subject to local applicable laws, Teachly reserves the right to suspend or deny, in its sole discretion, your access to all or any portion of the Website or the Services without notice if you breach any provision of the Terms or any applicable law, or if your conduct impacts Teachly's name or reputation or violates the rights of another party.

7.4 When the Terms come to an end, all of the legal rights, obligations and liabilities that you and Teachly have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of this clause shall continue to apply to such rights, obligations and liabilities indefinitely.

8. Indemnity

8.1 You agree to indemnify Teachly, its affiliates, employees, agents, contributors, third party content providers and licensors from and against:

(a) all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with your content;

(b) any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so; and/or

(c) any breach of the Terms.

9. Dispute Resolution

9.1 Compulsory. If a dispute arises out of or relates to the Terms, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought).

9.2 Notice. A party to the Terms claiming a dispute ('Dispute') has arisen under the Terms must give written notice to the other party (in Teachly's case, by email to support@teachly.com.au) detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute.

9.3 Resolution. On receipt of that notice ('Notice') by that other party, the parties to the Terms ('Parties') must:

(a) within 14 days of the Notice endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree;

(b) if for any reason whatsoever, 14 days after the date of the Notice, the Dispute has not been resolved, the Parties must either agree upon selection of a mediator or request that an appropriate mediator be appointed by the President of the Australian Mediation Association or his or her nominee;

(c) the Parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and, without limiting the foregoing, undertake to pay any amounts requested by the mediator as a pre-condition to the mediation commencing. The Parties must each pay their own costs associated with the mediation;

(d) the mediation will be held in New South Wales, Australia, or by video conference if agreed by the Parties.

9.4 Confidential. All communications concerning negotiations made by the Parties arising out of and in connection with this dispute resolution clause are confidential and, to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.

9.5 Termination of Mediation. If 2 weeks have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either Party may ask the mediator to terminate the mediation and the mediator must do so.

10. Venue and Jurisdiction

The Services offered by Teachly are intended to be viewed by residents of Australia. In the event of any dispute arising out of or in relation to the Website, you agree that the exclusive venue for resolving any dispute shall be in the courts of New South Wales, Australia.

11. Governing Law

The Terms are governed by the laws of New South Wales, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of New South Wales, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

12. Independent Legal Advice

Both parties confirm and declare that the provisions of the Terms are fair and reasonable and both parties, having taken the opportunity to obtain independent legal advice, declare the Terms are not against public policy on the grounds of inequality of bargaining power or general grounds of restraint of trade.

13. Severance

If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed and the rest of the Terms shall remain in force.

Questions about this document can be sent to support@teachly.com.au.