

LearnCoach Terms and Conditions

Effective 22.09.26 | Policy owner: LearnCoach Limited

Contents

Contents.....	2
1. About these Terms.....	3
2. A student-friendly summary	3
3. Who can agree and who can use the Service.....	3
3.1 Purchasers and account holders	3
3.2 Student users	3
3.3 School-managed users	3
4. Creating and securing an account	3
5. Subscriptions, terms and instalments	4
5.1 Paid plans	4
5.2 Legacy renewing subscriptions	4
5.3 School subscriptions and trials.....	4
6. Prices, tax and payment.....	4
7. Voluntary early release and statutory remedies.....	4
7.1 Free early release for new purchases	4
7.2 Other discretionary release.....	5
7.3 Consumer guarantees and other legal rights	5
8. Permitted use.....	5
9. Acceptable use	5
10. User content and licences	6
10.1 Ownership.....	6
10.2 Service licence	6
10.3 Controlled quality improvement.....	6
11. LearnCoach content and intellectual property	6
12. Artificial intelligence	6
13. School visibility and academic integrity	7
14. Service operation and changes	7
15. Suspension, restriction and termination.....	7
16. Third-party services and links.....	8
17. Privacy and communications	8
18. Consumer rights, disclaimers and liability.....	8
19. Complaints and disputes	8
20. Changes to these Terms.....	8
21. General provisions	8
22. Contact details	Error! Bookmark not defined.

1. About these Terms

These Terms and Conditions (Terms) govern access to and use of the LearnCoach website, New Zealand and Australian learning platforms, and associated domains and services (the Service). They form an agreement between LearnCoach Limited (LearnCoach, we, us or our) and the person who purchases or holds the relevant account, or the school or organisation that has contracted with LearnCoach.

The Service is designed for New Zealand and Australian curricula. It may be accessed while a user is elsewhere, but it is not designed for other countries. These Terms should be read with our Privacy Policy, AI Ethics Policy and Responsible AI Framework, applicable feature notices, subscription information shown at purchase, and any school agreement.

If a school agreement applies and conflicts with these Terms, the school agreement prevails for that school relationship to the extent of the conflict. Mandatory rights under law always prevail.

2. A student-friendly summary

This summary is here to help you understand the terms and conditions. The full Terms remain the legal agreement.

- Use LearnCoach for learning and follow your school's rules.
- Keep your login secure and do not use another person's account.
- Do not try to harm, bypass, copy or misuse the platform.
- Your uploads and the original words in your answers remain yours. LearnCoach and/or its licensees own its questions, videos, notes, model answers, marking systems and other platform content.
- AI feedback is for practice. It can make mistakes and is not an official grade. Do not put private, sensitive or inappropriate information into AI features.
- Teachers and authorised school staff may see school-managed learning activity. LearnCoach may assist a school with an academic-integrity investigation, but the school makes its own decisions.
- Tell us if something appears wrong or unsafe. You can appeal an account restriction.
- Our Privacy Policy explains how information is used, including moderation and school reporting.

3. Who can agree and who can use the Service

3.1 Purchasers and account holders

A person must be at least 16 years old to purchase an individual subscription for the service. A purchaser may buy access for a student of any age. A purchaser under 18 confirms that they understand the purchase and have any permission required by law. If that confirmation cannot validly be given, a parent, guardian or school must make the purchase.

The person making the purchase is responsible for the subscription and may nominate a billing email address. The billing email may be the account email or the email of another person making or administering the purchase. Billing notices are sent to that address.

3.2 Student users

Students, including students under 13, may use the Service. A parent, guardian, teacher or school should help a younger student understand these Terms, the Privacy Policy and feature notices where appropriate. Use through a school may also be governed by school policies and the school's agreement with LearnCoach.

3.3 School-managed users

A school may create or arrange accounts and may manage access for its students and staff. The school is responsible for having authority to provide account information, nominate authorised staff and use reports made available to it. Users should contact their school about school decisions, class membership and school-managed access.

4. Creating and securing an account

Registration information must be accurate enough for LearnCoach to provide and secure the Service. A user may use a preferred or pseudonymous name where that does not prevent account administration, school management or lawful verification. The account email must work and remain accessible.

An account is for the account holder only. A parent or guardian may help a student operate their account, but login credentials must not be circulated within a household, class or other group. Users must keep passwords and sign-in methods secure, notify LearnCoach promptly of suspected unauthorised access, and sign out of shared devices.

LearnCoach may require email verification, school confirmation or another proportionate check before changing account control, disclosing information, processing deletion or restoring access. We may refuse a request if authority cannot reasonably be verified.

5. Subscriptions, terms and instalments

5.1 Paid plans

Paid plans are sold at fixed lengths as shown on purchase. The full fixed-term commitment is paid in instalments. These instalments do not constitute a subscription and do not create a right to cancel at any time.

Plans end at the end of their stated term without automatic renewal, though LearnCoach reserves the right to offer follow on plans. A new purchase is required for further paid access. We may send a reminder near the end of the term.

5.2 Legacy renewing subscriptions

Some subscriptions purchased under earlier arrangements renew automatically. Those subscriptions are no longer offered for new purchase. LearnCoach sends the nominated billing email a renewal reminder approximately one week before renewal. A legacy renewing subscription can be cancelled through available account settings or by contacting LearnCoach before renewal. Cancellation stops the next renewal and access continues to the end of the period already paid for.

5.3 School subscriptions and trials

School access is governed by the applicable order and school agreement. A school trial does not automatically convert into a paid subscription unless the school expressly agrees to purchase.

6. Prices, tax and payment

Prices are shown in the currency of the selected curriculum: New Zealand dollars for New Zealand curricula and Australian dollars for Australian curricula. Individual consumer prices are inclusive of applicable GST unless clearly stated otherwise. School contracts are exclusive of applicable GST unless clearly stated otherwise. A price change applies only to a later renewal or new purchase, not an existing fixed term.

If an instalment fails, LearnCoach may retry payment during the following 30 days and suspend paid access while the instalment remains unpaid. When the overdue instalment is paid, we restore access and extend the access period to account for any suspension caused solely by that failed payment.

A purchaser must contact us promptly about an unfamiliar or incorrect charge. This does not limit rights to dispute an unauthorised transaction with a bank or payment provider.

7. Voluntary early release and statutory remedies

7.1 Free early release for new purchases

LearnCoach offers a voluntary early-release option so a purchaser who genuinely tries a newly purchased plan and decides it is unsuitable can stop future instalments. A request is eligible only if:

1. it is made within 30 days after the subscription purchase date; and
2. no more than 15 unique activities have been completed under that plan.

The sixteenth unique completed activity ends eligibility. There is no minimum waiting period before a request may be made.

For this rule, an **activity** is an exam-question mode, a video, a recap or a recap quiz. Each materially different exam-question mode is a separate activity. For example, watching a question walkthrough, completing the step-by-step mode and submitting a solo attempt for the same underlying exam question are three activities. Repeating the exact same mode or resource does not create another unique activity.

An approved free early release:

1. cancels future monthly instalments for the fixed term;

2. does not refund instalments already paid; and
3. allows access until the end of the period already paid for.

The option applies separately to each new plan purchase. It is not available for a legacy renewal unless LearnCoach expressly agrees otherwise.

7.2 Other discretionary release

Outside section 7.1, a fixed-term plan does not have an early-cancellation right. In exceptional circumstances, LearnCoach may choose to offer release from remaining instalments on case-specific conditions, which will include payment of a break fee. Any offer must be confirmed by LearnCoach in writing.

If a discretionary release is agreed and its conditions are met, all future instalments are cancelled and access continues until the end of the period already paid for unless the written agreement says otherwise.

7.3 Consumer guarantees and other legal rights

Sections 7.1 and 7.2 are contractual options separate from rights under consumer law. The activity threshold, 30-day period, no-refund treatment and any break fee do not limit a remedy required by the New Zealand Consumer Guarantees Act 1993, the Australian Consumer Law or another mandatory law.

Where the Service fails to comply with a consumer guarantee, the available remedy depends on the law and circumstances and may include correction, replacement, cancellation, refund or compensation. Proof of heavy or extensive use may be relevant to a voluntary change-of-mind request, but it does not remove a statutory right. A person may contact us at any time about an alleged defect or legal entitlement, although prompt notice helps us investigate and provide an effective remedy.

Except where law requires otherwise, we do not provide refunds merely because a purchaser forgot to use the Service, changed their plans after the voluntary period, or no longer needs access.

8. Permitted use

Subject to these Terms and payment of applicable fees, LearnCoach grants the user a limited, personal, non-exclusive, non-transferable and revocable right to access the Service and platform content for personal study. Teachers and school staff may also use it for the authorised educational purposes of their school account and applicable school agreement.

Users may view platform content and copy reasonable extracts where the Service enables copying for personal study or authorised classroom use. Users may not download content where no download feature is provided, or copy, record, scrape or reproduce a substantial part of the Service.

9. Acceptable use

Users must act lawfully and must not misuse the Service. Misuse includes, without limitation:

- sharing, selling, transferring or commercially exploiting an account or platform content;
- using automated tools to scrape, bulk-extract, index or reproduce the Service;
- copying or distributing questions, videos, notes, model answers, marking logic or other platform content beyond the permitted use;
- reverse engineering, probing or attempting to discover source code, prompts, model configurations, security controls or non-public data;
- bypassing access, payment, moderation, safety, rate-limit or technical controls;
- introducing malware or harmful code, or attempting unauthorised access, interference or excessive load;
- impersonating another person, fraudulently claiming teacher status, or manipulating account or payment information;
- entering content that is unlawful, abusive, exploitative, sexually explicit, threatening, discriminatory, invasive of privacy, or infringes another person's rights;
- attempting prompt injection, jailbreak, data extraction or another attack on an AI feature;
- using output to cheat, misrepresent authorship or breach school academic-integrity rules; or
- helping another person do any of these things.

This list gives examples and is not exhaustive. Conduct with the same harmful purpose or effect may also be misuse. LearnCoach will interpret this section reasonably and proportionately, taking account of the user's age, intent, seriousness, repetition and risk.

10. User content and licences

10.1 Ownership

A user or the relevant document owner retains ownership of documents they upload, internal-assessment materials they create, and the original expression in answers they write, subject to any third-party rights. Uploading content does not transfer ownership to LearnCoach.

The user confirms they have the right to provide the content and that LearnCoach may handle it as described in these Terms and the Privacy Policy.

10.2 Service licence

The owner grants LearnCoach a worldwide, non-exclusive, royalty-free licence for only as long as reasonably necessary to host, copy, process, transform, transmit and display user content to:

- provide, secure and support the Service;
- generate requested feedback and resources;
- make content available to the user and authorised school users;
- investigate reported errors, misuse, safety issues or complaints;
- meet legal and school-contract obligations; and
- back up, recover, delete and anonymise information under the Privacy Policy.

This licence ends when the content is deleted from active systems, except for protected backups, required records and de-identified information retained under the Privacy Policy.

10.3 Controlled quality improvement

For answers submitted to LearnCoach questions, the owner also grants LearnCoach a limited licence to review, test and use the answer to improve marking, content and support quality. Reviewers use a separate interface that does not show the student's identity, school, class or teacher. Answers may be resubmitted to an approved AI provider only after the agreed personal-information filter and redaction process. LearnCoach does not sell user answers, publish them, use them for advertising or use them to train a general-purpose model.

LearnCoach does not select answers from deleted users for this work. Further detail is in the Privacy Policy and AI Ethics Policy and Responsible AI Framework.

11. LearnCoach content and intellectual property

LearnCoach and its licensors own the Service and original platform content, including its questions, source materials, videos, notes, graphics, recaps, model answers, examiner guidance, marking systems, software, design, brands and AI-generated feedback or platform resources, except for user content described in section 10.

LearnCoach questions and reference answers remain LearnCoach and its licensors property even when a user supplies an answer. No ownership right is granted other than the limited use right in section 8. Feedback or suggestions about the Service may be used by LearnCoach without obligation, provided personal information continues to be handled under the Privacy Policy.

12. Artificial intelligence

Some Service features use third-party AI. These include academic chat, practice marking and internal-assessment support. AI-generated material that has not had human review is labelled or otherwise distinguishable where appropriate.

Practice marking and feedback are guidance for learning. AI can produce inaccurate, incomplete or biased material and users must apply judgement and recognise they do not constitute an official school grade or professional advice. A user may report a mistake in marking and may resubmit a practice answer. Teachers remain responsible for teacher decisions and school assessment processes.

Users must not enter private, sensitive or unrelated personal information into AI features. Uploaded documents are limited to supported file types and sizes. Executable files are prohibited, and LearnCoach does not execute macros, scripts or embedded active content from an upload.

Students can disable AI Chat and Internal Assessment support for themselves. A school may use the administrator platform to disable those features for its users. AI practice marking is part of the core practice flow and cannot be separately disabled. More information is in the Privacy Policy, linked feature explanations and AI Ethics Policy and Responsible AI Framework.

13. School visibility and academic integrity

Authorised teachers and school contacts may see learning information for school-managed students, including progress, participation, answers, marks and feedback, as described in the Privacy Policy and school agreement.

LearnCoach may preserve relevant records and comply with a reasonable request from a partner school to assist an academic-integrity, account-misuse or safeguarding investigation. LearnCoach provides relevant information but does not decide whether a student has breached school rules or determine a school consequence.

Moderation flags are handled as described in the Privacy Policy. Every prompt that fails moderation, and any other inappropriate prompt flag generated by the Service, is available to authorised LearnCoach administrators for a limited period. For school-managed accounts, moderation categories and dates are shared with an authorised school contact through the administration platform, with prompt text disclosed only where reasonably necessary. Users must not treat LearnCoach as an emergency or continuously monitored safeguarding service.

14. Service operation and changes

LearnCoach aims to provide a reliable learning service but does not promise uninterrupted or error-free operation. Access may be affected by maintenance, internet or provider outages, security incidents, device compatibility, school systems or events outside reasonable control. We take reasonable steps to prevent and correct material faults and to restore the Service after an interruption.

We may update content, features, curricula, models, interfaces and technical requirements. We will not materially reduce paid access during a fixed term without a reasonable basis. If LearnCoach permanently discontinues the paid Service or removes a material paid function without a reasonably equivalent replacement, we will normally provide at least one month's notice and refund the unused prepaid portion, unless urgent legal or security action prevents advance notice. Mandatory consumer remedies remain available.

Individual plans do not include a specific uptime service level. Any service level promised to a school is stated in its school agreement.

15. Suspension, restriction and termination

LearnCoach may restrict a feature, suspend paid access or terminate an account where reasonably necessary to:

1. respond to payment failure;
2. prevent or investigate security, safety, unlawful conduct or misuse;
3. protect users, schools, LearnCoach, providers or third parties;
4. enforce these Terms or a school agreement;
5. comply with law or a regulator; or
6. manage a material technical risk.

Where practical and safe, LearnCoach will explain the reason, use the least restrictive proportionate measure, provide an opportunity to correct the issue, and preserve access to account information needed to exercise legal rights. Serious, repeated, deliberate or urgent conduct may justify immediate action.

A user may appeal by contacting info@learncoach.com. The appeal should identify the account and explain why the decision should be reconsidered. A person not involved in the original decision will review the appeal where reasonably practicable.

Termination for breach may remove paid access without a contractual refund, but does not limit any refund or remedy required by law. Account and personal-information deletion are governed separately by the Privacy Policy.

16. Third-party services and links

The Service may use or link to services operated by other organisations, including sign-in providers, video players, payment providers and AI providers. Their own terms and privacy practices may apply to their service. LearnCoach remains responsible for its own obligations and does not exclude liability that law places on LearnCoach.

17. Privacy and communications

LearnCoach handles personal information under the Privacy Policy. By using the Service, a user acknowledges that policy. Marketing requires a separate choice and can be withdrawn.

We send account, security, learning, and legal notices to the account email and payment information to the billing email. Users and purchasers are responsible for keeping those addresses active and current. A notice is treated as received when it would ordinarily become available in the recipient's inbox, subject to evidence of delivery failure.

18. Consumer rights, disclaimers and liability

Nothing in these Terms excludes, restricts or modifies a guarantee, right or remedy that cannot lawfully be excluded, including rights under the New Zealand Consumer Guarantees Act 1993 and Australian Consumer Law. If a user acquires the Service for business purposes in New Zealand and the statutory requirements for contracting out are met, the applicable school or business agreement may address that separately; these consumer Terms do not by themselves contract out.

Subject to those mandatory rights, LearnCoach provides the Service using reasonable care and skill but does not guarantee a particular grade, examination result, admission outcome, learning result or that every AI or educational response is correct.

To the extent permitted by law, neither party is liable to the other for indirect or consequential loss that was not reasonably foreseeable when the agreement was made. LearnCoach's total liability for claims arising from an individual plan is limited to the greater of NZD/AUD \$100 and the fees paid or payable for that plan during the 12 months before the event giving rise to the claim.

The limitations do not apply to fraud, wilful misconduct, death or personal injury caused by negligence, breach of confidentiality or privacy obligations, infringement of the other party's intellectual property, or liability that law does not allow to be limited. Each party must take reasonable steps to reduce avoidable loss.

19. Complaints and disputes

Please contact info@learncoach.com first so we can investigate and try to resolve a concern. Privacy concerns can be sent to privacy@learncoach.com. Nothing prevents a person from contacting a consumer, privacy, education or other regulator, using a card-dispute right, or bringing a claim in a court or tribunal with jurisdiction.

The agreement is governed by New Zealand law. New Zealand courts have non-exclusive jurisdiction. For an Australian consumer, this choice does not remove the protection of Australian Consumer Law or prevent use of an Australian court or tribunal where mandatory law permits.

20. Changes to these Terms

LearnCoach may update these Terms to reflect changes in law, the Service, providers, security, business practices or user protection. For a material change, we will give affected users reasonable notice by email or at next login and state when the change takes effect. A change will not retrospectively alter fees or the fixed term already purchased unless required by law or expressly agreed.

If a material change is materially detrimental during a paid fixed term, the user may contact us before it takes effect. We will consider a proportionate solution, including continued existing terms where practicable or an appropriate release or refund. Mandatory rights remain unaffected.

21. General provisions

If a provision is invalid or unenforceable, it is read down or severed to the minimum extent necessary and the rest remains effective. A delay in enforcing a right is not a waiver. The account holder may not transfer the agreement without LearnCoach's

written consent. LearnCoach may transfer it as part of a genuine restructure, financing or sale if the transfer does not materially reduce user protections.

These Terms, the purchase information and any applicable school agreement form the agreement about the Service. They do not exclude statements or rights that law makes binding.