

Markedit's Terms of Service

It is **Markedit's** mission is to simplify and streamline the assessment, marking and reporting process to save educators and teachers time. We are an Australian team working with qualified teachers to deliver an automated and Simplified Marking Service (SMS). Founded in August 2017 we aim to be the world leader in teaching tools for streamlining the student assessment, marking and reporting processes. This Markedit web-application offers a subscription-based service that is designed to give you full control of the process and data you wish to use in creating, assessing and reporting on your student achievements from both formative and summative assessment tasks. The service can be applied to a range of industry and educational sectors for use in both training and curriculum-based learning environments. It is Markedit's policy to respect your privacy regarding any information we may collect from you while you are operating within our platforms and for further information on this please refer to our [privacy policy](#).

Below are our terms of service, which adhere to and embody the ethos of this mission.

Terms of Service:

The following terms and conditions ("Terms") govern all use of the [markedit.io](#) website and all content, services, and products available at or through the website. Our Services are offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, [Markedit's Privacy Policy](#)) and procedures that may be published from time to time by Markedit (collectively, the "Agreement"). You agree that we may automatically upgrade our Services, and these Terms will apply to any upgrades.

Please read this Agreement carefully before accessing or using our Services. By accessing or using any part of our Services, you agree to become bound by the Terms of this Agreement. If you do not agree to all the Terms of this Agreement, then you may not access or use any of our Services. If these Terms are considered an offer by Markedit, acceptance is expressly limited to these Terms.

It is imperative that information you store in the [markedit.io](#) service adheres to your organisations guidelines for storing, disseminating and working with sensitive data, such as that of minors, and you acknowledge that in using this service you are not breaching those guidelines. Markedit assumes no responsibility for an individual's use of data within this service and as such is not liable for any breaches or misuse.

Use of our Services requires a registered [markedit.io](#) account. You agree to provide us with complete and accurate information when you register for an account. You will be solely responsible and liable for any activity that occurs under your username. You are responsible for keeping your password secure.

1. Markedit

- **Your markedit.io Account and Website activity** - If you create an account on markedit.io, you are responsible for maintaining the security of your account and the data in it, and you are fully responsible for all activities that occur under the account and any other actions taken in connection with the account. You must immediately notify Markedit of any unauthorised uses of your account, or any other breaches of security. Markedit will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions.
- **Responsibility of Contributors** - If you comment on a blog, post material to markedit.io, post links on markedit.io, or otherwise make (or allow any third party to make) material available (any such material, "Content"), you are entirely responsible for the content of, and any harm resulting from, that Content or your conduct. That is the case regardless of what form the Content takes, which includes, but is not limited to text, photo, video, audio, or code. By using markedit.io, you represent and warrant that your Content and conduct do not violate these Terms. By submitting Content to Markedit for inclusion on your website, you grant Markedit a world-wide, royalty-free, and non-exclusive license to reproduce, modify, adapt and publish the Content solely for the purpose of displaying, distributing, and promoting. This license allows Markedit to make publicly-posted content available to third parties selected by Markedit so that these third parties can analyse and distribute (but not publicly display) your content through their services. You also give other markedit.io users permission to share your Content on other markedit.io pages and add their own Content to it (aka to quote your Content). If you delete Content, Markedit will use reasonable efforts to remove it from markedit.io, but you acknowledge that caching or references to the Content may not be made immediately unavailable. Without limiting any of those representations or warranties, Markedit has the right (though not the obligation) to, in Markedit's sole discretion, (i) reclaim your account and content due to prolonged inactivity, (ii) refuse or remove any content that, in Markedit's reasonable opinion, violates any Markedit policy or is in any way harmful or objectionable, or (iii) terminate or deny access to and use of markedit.io to any individual or entity for any reason. Markedit will have no obligation to provide a refund of any amounts previously paid.
- **Web Traffic** - We use a third party, Google Analytics, to measure Markedit's audience and usage.
- **Advertisements** - Markedit does not display advertisements on its website or any other part of the Markedit web-application.
- **Payment and Renewal:**
 - **Subscription** - Your Markedit subscription will continue month-to-month until terminated. To use the Markedit service you must have Internet access and a Markedit ready device, and provide a current, valid, accepted method of payment, which you may update from time to time ("Payment Method"). Unless you cancel your subscription before your monthly billing date, you authorise us to charge your next month's subscription fee to your Payment Method (see "Cancellation" below). You can find specific details regarding your Markedit subscription by visiting our website and clicking on the "Your Account" link available at the top of the pages of the Markedit website under your profile name

- **Billing Cycle** - The subscription fee for the Markedit service and any other charges you may incur in connection with your use of the service, such as taxes and possible transaction fees, will be charged on a monthly basis to your Payment Method on the calendar day corresponding to the commencement of the paying portion of your subscription. In some cases your payment date may change, for example if your Payment Method has not successfully settled or if your paid subscription began on a day not contained in a given month.
- **Payment Methods** - You can change your Payment Method by visiting our website and clicking on the "Your Account" link. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not change your Payment Method or cancel your account, we may suspend your access to the service until we have obtained a valid Payment Method. When you update your Payment Method, you authorise us to continue charging the updated Payment Method and you remain responsible for any uncollected amounts. This may result in a change to your payment dates. For some Payment Methods, the issuer may charge you certain fees, such as foreign transaction fees or other fees relating to the processing of your Payment Method. Local tax charges may vary depending on the Payment Method used.
- **Cancellation** - You can cancel your Markedit subscription at any time, and you will continue to have access to the Markedit service through the end of your monthly billing period. To the extent permitted by the applicable law, payments are non-refundable and we do not provide refunds or credits for any partial-month subscription periods or unwatched Markedit content. To cancel, go to the "Your Account" page and follow the instructions for cancellation. If you cancel your subscription, your account will automatically close at the end of your current billing period. To see when your account will close, click "Billing details" on the "Your Account" page.
- **Changes to the Service Price** - We may change our service plans and the price of our service from time to time; however, any price changes or changes to our service plans will apply to you no earlier than 30 days following notice to you.

2. Changes

We are constantly updating our Services, and that means sometimes we have to change the legal terms under which our Services are offered. If we make changes that are material, we will let you know by posting on one of our blogs, or by sending you an email or other communication before the changes take effect. The notice will designate a reasonable period of time after which the new terms will take effect. If you disagree with our changes, then you should stop using our Services within the designated notice period. Your continued use of our Services will be subject to the new terms. However, any dispute that arose before the changes shall be governed by the Terms (including the binding individual arbitration clause) that were in place when the dispute arose.

3. Customer Support

To find more information about our service and its features or if you need assistance with your account, please visit the Markedit Help Center on our website - <https://markedit.io/help>.

4. Electronic Communications

We will send you information relating to your account (e.g. payment authorisations, invoices, changes in password or Payment Method, confirmation messages, notices) in electronic form only, for example via emails to your email address provided during registration.

5. Termination

Markedit may terminate your access to all or any part of our Services at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this Agreement or your markedit.io account (if you have one), you may simply discontinue using our Services. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

6. Disclaimer of Warranties

Our Services are provided “as is.” Markedit and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither Markedit nor its suppliers and licensors, makes any warranty that our Services will be error free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through, our Services at your own discretion and risk.

7. Jurisdiction and Applicable Law.

Except to the extent applicable law, if any, provides otherwise, this Agreement, any access to or use of our Services will be governed by the laws of the state of Tasmania, Australia, excluding its conflict of law provisions, and the proper venue for any disputes arising out of or relating to any of the same will be the state and federal courts located in Hobart, Tasmania.

8. Limitation of Liability

In no event will Markedit, or its suppliers or licensors, be liable with respect to any subject matter of this Agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to Markedit under this Agreement during the twelve (12) month period prior to the cause of action. Markedit shall have no liability for any failure or delay. The foregoing shall not apply to the extent prohibited by applicable law.

9. General Representation and Warranty

You represent and warrant that (i) your use of our Services will be in strict accordance with the Markedit Privacy Policy, with this Agreement, and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other

governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the Australia or the country in which you reside) and (ii) your use of our Services will not infringe or misappropriate the intellectual property rights of any third party.

10. Indemnification

You agree to indemnify and hold harmless Markedit, its contractors, and its licensors, and their respective directors, officers, employees, and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of our Services, including but not limited to your violation of this Agreement.

11. Translation

These Terms of Service were originally written in English (AU). We may translate these terms into other languages. In the event of a conflict between a translated version of these Terms of Service and the English version, the English version will control.

12. Miscellaneous

This Agreement constitutes the entire agreement between Markedit and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorised executive of Markedit, or by the posting by Markedit of a revised version.

If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof.

You may assign your rights under this Agreement to any party that consents to, and agrees to be bound by, its terms and conditions; Markedit may assign its rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

[Print friendly version](#)

Change log:

- *September 1, 2017*: Markedit Terms of Service initial release.

Acknowledgements

Thanks to [Automattic Inc.](#) and [WordPress.com](#) for making their terms of service publicly available for use and modification under a [Creative Commons ShareAlike](#) license.