

## **Excel HSC Copilot Terms**

*Effective 8 January 2026*

In these terms, we also refer to Excel HSC Copilot Pty Ltd ABN 67 673 502 933 as “our”, “we”, or “us”.

### **What are these terms about?**

These terms apply when students, parents or teachers (Subscribers) subscribe to access Excel HSC Copilot through [www.excelhscopilot.com.au](http://www.excelhscopilot.com.au) (Website).

### **Key Words used in these terms**

To make it easier to understand the terms on which we provide, and each Subscriber uses, Excel HSC Copilot, we’ve tried to keep these terms of use (Terms) as simple as possible by using plain English.

When we say “Excel HSC Copilot Content” in these terms, we mean the various educational content such as study guides, quizzes, past paper questions and access to our video content, e-learning modules, and associated materials.

We’ve also used a few other capitalised words and phrases as shorthand to refer to recurring concepts. Each of these are defined in bold and in brackets after the concepts are first mentioned.

### **Acceptance of these terms**

Before you subscribe to access Excel HSC Copilot please carefully read these terms. If you don’t agree to these terms, please don’t access Excel HSC Copilot or consume any of the content available via Excel HSC Copilot. By clicking “accept” when you create an account, or otherwise

proceed to engage with Excel HSC Copilot, you agree to be bound by these terms.

## **DISCLAIMER – USE OF ARTIFICIAL INTELLIGENCE**

You understand that Excel HSC Copilot incorporates artificial intelligence technology (AI) in certain features of our Services, including our AI chatbot tutor.

By using our Services, you understand and acknowledge that:

- AI is an evolving technology, and we continually strive to enhance its accuracy and usefulness within our Services;
- AI-generated information or recommendations may occasionally be inaccurate, irrelevant, or incomplete;
- you should not rely solely on AI-generated information or recommendations;
- you are responsible for evaluating any AI-generated information or recommendations before acting upon them; and
- your use of AI-powered features is at your own discretion and risk.

To the maximum extent permitted by law, and subject to clause 18, we will not be liable for any loss or damage arising from or in connection with your reliance on any AI-generated information or recommendations provided through our Services.

## **1. SUBSCRIBING FOR EXCEL HSC COPILOT ACCESS**

- (a) To gain access to Excel HSC Copilot, you will need to create an account (Account)
- (b) By creating an Account to access Excel HSC Copilot (Subscription) you warrant that you acknowledge and agree that you accept these Terms.

## **2. EXCEL HSC COPILOT CONTENT**

By subscribing to access Excel HSC Copilot, you acknowledge and agree that:

- (i) we may update the specific material within Excel HSC Copilot available as part of your Subscription at any time (including by adding new content or removing existing content) at our discretion; and
- (ii) the Excel HSC Copilot content which you have access to at the commencement of the Subscription Period may become unavailable at any time without prior written notice to you.
- (iii) Each time you interact with AI content available on the platform, you consent to the recording, storage and sharing of your communications with third party service providers and as described in the [Privacy Policy](#)

## **3. YOUR ACCOUNT AND LICENCE**

- (a) Your Account will be valid for the Subscription Period from the date of your Subscription for the core materials of Excel HSC Copilot.
- (b) You are granted a limited licence for you and the nominated Subscriber to use Excel HSC Copilot for personal, non-commercial purposes during the Subscription Period.
- (c) You must not give access to your Account to any person other than yourself and the Subscriber who is nominated on Account creation.
- (d) We will only revoke your licence and terminate your Account if we suspect, for any reason, in our sole discretion, that you are misusing the licence, for example by distributing materials from Excel HSC

Copilot to other people or giving access to your Account to other people, you are making commercial use of or infringing our intellectual property rights in Excel HSC Copilot, or if you do not comply with these terms. In the event your license is revoked, and your Account is terminated, you will not be entitled to a refund of the Fees.

#### **4. PAYMENT**

- (a) We offer different subscription periods, including monthly and yearly subscription plans (Subscription Period). The associated fees for the Subscription Periods (Subscription Fees) and additional Subscription details are set out on the Website. You must pay the Fees in full at the beginning of each Subscription Period.
- (b) (GST) Unless otherwise indicated, amounts stated on the Website include GST. In relation to any GST payable for a taxable supply by us, you must pay the GST subject to us providing a tax invoice to you.
- (c) (Online payment partner) We may use third-party payment providers (Payment Providers) such as to [Apple Pay](#), [Google Pay](#), [Paypal](#) and [Stripe](#) collect payment of the Fees for your Subscription. The processing of payments by the Payment Provider will be, in addition to these terms, subject to the terms, conditions and privacy policies of the Payment Provider and we are not liable for the security or performance of the Payment Provider. We reserve the right to correct, or to instruct our Payment Provider to correct, any errors or mistakes in collecting your Fees.

#### **5. DISCLAIMER**

- (a) While the Excel HSC Copilot Content has been prepared by experienced education publishers with every effort to help each Subscriber with learning the relevant content, the information provided in Excel HSC Copilot is general in nature and is not reviewed, endorsed or accredited by any specific education provider, school, institution, or other regulatory authority.
- (b) We make no representation or guarantee that students will achieve any particular outcomes.

## **6. AI CHATBOT TUTOR**

As part of Excel HSC Copilot, we offer an AI-powered chatbot tutor feature (AI Tutor).

By using the AI Tutor, you agree that:

- (a) your interactions with the AI Tutor will be recorded and stored;
- (b) we may use these recordings to improve our Services, personalise your learning experience, and enhance the AI Tutor's performance;
- (c) information you provide during these interactions may be processed by our AI systems;
- (d) while the AI Tutor aims to provide helpful information, it is not a substitute for professional educational advice or human tutoring;
- (e) you will not share personal information of others or sensitive personal information through the AI Tutor; and
- (f) you will use the AI Tutor in compliance with these Terms and all applicable laws.

We reserve the right to moderate, edit, or remove any content you submit to the AI Tutor that we deem inappropriate or in violation of these Terms.

The collection, use, and storage of data from your interactions with the AI Tutor are subject to our [Privacy Policy](#).

## **7. COLLECTION NOTICE AND PRIVACY**

- (a) We may collect personal information Subscribers in the course of providing you with our Excel HSC Copilot, to contact and communicate with you, to respond to your enquiries and for other purposes set out in our Privacy Policy, accessible here: [Privacy Policy](#)
- (b) Our Privacy Policy contains more information about how we use, disclose and store your information and details how you can access and correct your personal information.
- (c) By agreeing to these Terms, you agree to be bound by the clauses outlined in our Privacy Policy.

## **8. INTELLECTUAL PROPERTY**

- **8.1 OUR IP**

- Intellectual Property Rights in Excel HSC Copilot and our Services and any other related information or materials (Materials) are owned or licensed by us. Except as permitted under applicable laws, no part of the Materials can be reproduced, adapted, distributed, displayed, transmitted or otherwise exploited for any commercial purposes without our express written consent. You or any Subscriber will not under these terms acquire Intellectual Property Rights in any of Our IP.

- **8.2 DEFINITIONS**

- For the purposes of this clause 8:

- (a) “Our IP” means all materials owned or licensed by us and any Intellectual Property Rights attaching to those materials.
- (b) “Intellectual Property Rights” means any and all present and future intellectual and industrial property rights throughout the world (whether registered or unregistered), including copyright, trade marks, designs, patents, moral rights, semiconductor and circuit layout rights, trade, business, company and domain names, and other proprietary rights, trade secrets, know-how, technical data, confidential information and the right to have information kept confidential, or any rights to registration of such rights (including renewal), whether created before or after the date of this agreement.

## **9. RATINGS AND REVIEWS**

- (a) We may allow you to rate your experience (Rating) and/or provide feedback to us regarding your experience with Excel HSC Copilot (Review), on the Website.
- (b) You agree:
  - (i) to ensure that any Rating is a true and fair reflection of your opinion regarding a Product;
  - (ii) to provide true, fair and accurate information in your Review; and
  - (iii) that you will not submit a Review that may be deemed rude, offensive, unlawful and otherwise inappropriate.
- (c) You acknowledge that we may copy, publish, distribute, translate and otherwise use any Rating and Review on the Website, social media platforms, email direct marketing, or printed marketing materials.

- (d) We reserve the right to remove or delete any Rating or Review, in our sole discretion, that such Rating or Review is inappropriate.

## **10. CHANGES TO YOUR SUBSCRIPTION**

- **10.1 CANCELLATION**

- You may cancel your Subscription at any time.

- **10.2 REFUND POLICY**

- (a) Due to the nature of the materials, we do not offer change of mind refunds and any refunds we issue will be solely at our discretion.
- (b) Nothing in this clause 10 is intended to limit or otherwise affect the operation of any of your rights which cannot be excluded under applicable law, including the *Competition and Consumer Act 2010* (Cth).

## **11. DATA SECURITY**

- While we will use our best efforts to ensure that your information, data or other electronic materials or progress reports (Data) that is being backed-up will be stored securely, we will not be liable for any unauthorised use, destruction, loss, damage or alteration to the Data, including due to hacking, malware, ransomware, viruses, malicious computer code or other forms of interference.

## **12. THIRD PARTY SERVICES AND CONTENT**

- (a) Excel HSC Copilot may utilise the services provided by third parties and therefore subject to the terms and conditions of those third parties. Provided that Excel HSC Copilot has notified you of such Third Party Terms and provided you with a copy of those terms, you agree to any Third Party Terms applicable to any goods or services supplied by a third party



that you or Excel HSC Copilot acquires as part of providing the goods or services and Excel HSC Copilot will not be liable for any loss or damage suffered by you in connection with such Third Party Terms.

- (b) You have the right to reject any Third Party Terms. If you reject the Third Party Terms, clause 19 will apply.

### **13. SECURITY**

- We do not accept responsibility for loss or damage to computer systems, mobile phones or other electronic devices arising in connection with use of Excel HSC Copilot. You should take your own precautions to ensure that the process that you employ for accessing Excel HSC Copilot does not expose you to risk of viruses, malicious computer code or other forms of interference.

### **14. REPORTING MISUSE**

- If you become aware of misuse of Excel HSC Copilot by any person, any errors in the material in Excel HSC Copilot or any difficulty in accessing or using the Excel HSC Copilot, please contact us immediately using the contact details or form provided on our Website.

### **15. SERVICE LIMITATIONS**

- Excel HSC Copilot is made available to you strictly on an 'as is' basis. Without limitation, you acknowledge and agree that we cannot and do not represent, warrant or guarantee that:
  - (a) Excel HSC Copilot will be free from errors or defects;

- (b) Excel HSC Copilot will be accessible at all times;
- (c) information you receive or supply through Excel HSC Copilot will be secure or confidential; or
- (d) any information provided through Excel HSC Copilot is accurate or true.

## **16. LIABILITY**

### **● 16.1 LIABILITY**

- (a) To the maximum extent permitted by law and subject to clause 18.1(b), the total liability of each party in respect of loss or damage sustained by the other party in connection with this agreement is limited to the amount paid by you to Excel HSC Copilot in the 3 months preceding the date of the event giving rise to the relevant liability.
- (b) Clause 18.1(a) does not apply to your liability in respect of loss or damage sustained by Excel HSC Copilot arising from the your:
  - (i) breach of third party intellectual property rights; or
  - (ii) negligent, wilful, fraudulent or criminal act or omission.

### **● 16.2 CONSEQUENTIAL LOSS**

- To the maximum extent permitted by law, neither party will be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue in connection with this agreement or any goods or services provided by Excel HSC Copilot, except:
  - (c) in relation to a party's liability for fraud, personal injury, death or loss or damage to tangible property; or
  - (d) to the extent this liability cannot be excluded under the *Competition and Consumer Act 2010* (Cth).

## **17. DISPUTE RESOLUTION**

- (a) A party claiming that a dispute has arisen under or in connection with this agreement must not commence court proceedings arising from or relating to the dispute, other than a claim for urgent interlocutory relief, unless that party has complied with the requirements of this clause.
- (b) A party that requires resolution of a dispute which arises under or in connection with this agreement must give the other party or parties to the dispute written notice containing reasonable details of the dispute and requiring its resolution under this clause.
- (c) Once the dispute notice has been given, each party to the dispute must then use its best efforts to resolve the dispute in good faith. If the dispute is not resolved within a period of 14 days (or such other period as agreed by the parties in writing) after the date of the notice, any party to the dispute may take legal proceedings to resolve the dispute.

## **18. TERMINATION**

### **● 18.1 AUTOMATIC TERMINATION**

- Your Account will terminate automatically at the end of the Subscription Period (whether you have accessed Excel HSC Copilot or not).

### **● 18.2 SURVIVAL**

- Any clause that by its nature would reasonably be expected to be performed after the termination or expiry of these terms will survive and be enforceable after such termination or expiry.

## **19. GENERAL**

### **● 19.1 GOVERNING LAW AND JURISDICTION**

- These terms is governed by the law applying in New South Wales. Each party irrevocably submits to the exclusive jurisdiction of the courts of New South Wales and courts of appeal from them in respect of any proceedings arising out of or in connection with these terms.

- **19.2 WAIVER**

- No party to these terms may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

- **19.3 SEVERANCE**

- Any term of these terms which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of these terms is not limited or otherwise affected.

- **19.4 JOINT AND SEVERAL LIABILITY**

- An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

- **19.5 ASSIGNMENT**

- You cannot assign, novate or otherwise transfer any of its rights or obligations under these terms without the prior written consent of the other party. We can assign the rights or novate these terms in whole or part without your consent, on notice which may be communicated electronically on the website or by email.

- **19.6 COSTS**

- Except as otherwise provided in these terms, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing these terms.

- **19.7 ENTIRE AGREEMENT**

- These terms embody the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of these terms.

- **19.8 INTERPRETATION**

- (a) (singular and plural) words in the singular includes the plural (and vice versa);
- (b) (gender) words indicating a gender includes the corresponding words of any other gender;
- (c) (defined terms) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (d) (person) a reference to “person” or “you” includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (e) (party) a reference to a party includes that party’s executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (f) (these terms) a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of these terms, and a reference to these terms includes all schedules, exhibits, attachments and annexures to it;

- (g) (document) a reference to a document (including these terms) is to that document as varied, novated, ratified or replaced from time to time;
- (h) (headings) headings and words in bold type are for convenience only and do not affect interpretation;
- (i) (includes) the word “includes” and similar words in any form is not a word of limitation; and
- (j) (adverse interpretation) no provision of these terms will be interpreted adversely to a party because that party was responsible for the preparation of these terms or that provision.