



Site and Product Terms

About our agreement with you

1. Welcome to the Case Study Lab

We offer high quality educational Products and Resources for Victorian Business Management teachers and students. This document sets out how we deliver our Site, Products, and Resources to you (**Terms**).

- **The Case Study Lab, we, or us** means *The Case Study Lab* ABN 88 688 026 397.
- **Customer, you, or your** means someone visiting our Site or the **Student** or **School** who buys Products from us, as set out in the order you place with us to buy a Product via our Site.

2. Our agreement with you

Our agreement with you is set out in:

- a **Product Page**,
- these **Terms**, and
- our **Privacy Policy**, **AI Use Policy**, and other policies we advise you of from time to time.

Together, these make up our agreement with you about how we will work together (**Agreement**).

If there is a conflict between the various parts of this Agreement, the document listed higher in the above list takes priority to the extent of any inconsistency.

3. Product specific terms

Other Product terms may apply as well as these Terms.

For example, the inclusions for a Product, such as how many and what type of modules there are in a Case Study and how long you have access to the Resources, as well as the Educational Licence.

- Generally, these Product-specific terms, including the Educational Licence, are set out on a Product Page on our Site or otherwise agreed with you in writing.

4. Paying for Products

For most Products, you pay for them upfront and online via our Site before we give you access.

- We may also pass on some other expenses to you, which we will invoice you for. We'll let you know what the expenses will be before we incur them.

For example, postage and handling costs for sending physical copies of Resources to you or the cost of extra consulting Services if you engage us to assess with you education design needs.

- The payment method you choose might have extra conditions from the relevant payment processor (*or by your bank, e.g. currency conversions*).

Using our Products

5. Your obligations when using Resources

Our Site, Products, and Resources are protected by copyright under the laws of Australia as well as international laws that apply to Intellectual Property (IP).

- We own or license the IP rights in our Resources.
- We grant you a **limited licence** to our IP in our Resources to the extent needed for you to use a Product you buy from us, in line with the relevant Educational Licence.

For example, if a School buys a Case Study Product, then that School can use the Case Study for its own internal educational purposes for the included number of Students, and we retain all ownership and copyright in the content. The School cannot claim it wrote the Case Study (or any part of it) or try to resell or repurpose the Resources for future students.

For example, if a Student buys access to a Case Study Resource, then they can make use of that Case Study for their own individual, personal studies but can't share them with their tutor or other students, or claim they wrote them or try to resell them.

6. Treat Resources with respect

Generally, each time you buy a Product from us, we grant you a limited licence with permission to download one copy of each Product or Resource for your own personal studies or internal School purposes only.

- Unless we give you explicit permission in the Educational Licence for a Product, you **must not** copy or create derivative, imitative works of our Resources or sell or claim ownership to our Products or Resources.
- You must not:
 - share login details or Resources with anyone who has not paid for the Product or Resources,

This includes not sharing Products or Resources with private tutors, parents, other students, or teachers outside your School, displaying them publicly or sharing to social media, chat groups, School networks, portals, or intranets,

- change Resources,
- email Resources to any person,
- try to decompile or reverse engineer any Products, Resources or software on our Site, or
- take photos, photocopies, screenshots, or create any copies of our Products or Resources,

As well as being pretty disappointed with you, if you misuse our Resources, we may take action to protect our rights without further notice to you.

7. Digital Products

Our Products are digital, so we deliver our Products virtually to your account with us via our Site.

- We'll issue you a username and password to access your account. You must keep this private and not share them with any other person outside of the access permitted in the Educational Licence.
- You must store the Products and Resources reasonably securely, in a way that is only accessible by those permitted to access the Product, as set out in the Educational Licence.

8. If you breach your licence

If we reasonably believe you are in breach of these Terms or an Educational Licence, then we reserve the right to restrict your use of our Site or Products or Resources, either temporarily or permanently.

- Your licence to use our Products and Resources automatically ends if you breach these Terms.
- If we end your licence, you must delete and destroy any downloaded Products or Resources in electronic or printed format.

Terms for different Customers

9. Check the Product before buying

Not everyone is able to buy all our Product types.

- If you're not eligible for a particular Product, we may not process your order.
- If you have incorrectly ordered a Product you are not eligible for, we may issue a refund of the Product fees.

10. Products for Students

Students are eligible to buy Products designed for Students.

Buying for Students

If you buy Products for a Student who will use them, then these Terms apply to both you as the buyer and the Student.

For example, if a parent or guardian pays for access to a Resource, then these Terms apply to the purchaser (the Parent) and the person using the Resource (the Student).

Students under the age of 18

⚠️ If you're under the age of 18, go through these Terms with a parent or guardian to understand them clearly.

For parents and guardians of Students under 18

Parents and guardians, if you allow a Student to buy a Product from us, then you agree to:

- supervise their use of our Site and the Products,
- accept the risks of their Site use, including online interactions,
- take responsibility for issues and Fees that arise from their use (or misuse!) of our Sites or Products or Resources, and
- ensure they fulfil their contract obligations, including payments and following the obligations around intellectual property.

11. Products for Schools

Schools are eligible to buy Products designated for Schools.

We may ask for further information to confirm your status as a School that is eligible to buy a Product.

How Schools can use Products and Resources

- Schools agree they will:
 - Only use Products and Resources for non-commercial, internal educational purposes within the School that purchased the Resources.

This means you cannot share Products or Resources you buy from us with anyone outside your School or resell them, or otherwise go beyond what's permitted in the Educational Licence for a Product.

- Ensure teachers and students follow these Terms and any additional instructions we give with each Product and Resource.
- Stay informed about VCAA guidelines on assessment integrity and using commercial materials.

Editing Products

Generally, editing the Resources is not permitted **unless** explicitly stated in the Educational Licence

- We understand that Schools may need to modify Products for legitimate internal educational purposes.

For example, customising a proposed assessment task to make it relevant for your students.

- If we give permission for editing in the Educational Licence, then we grant you a limited licence to modify the Resources for the specified internal purposes on the understanding that:
 - you will not resell the modified Products or share them outside your School,
 - we are not responsible for the quality and integrity of edited Resources,
 - you will continue to comply with these Terms, and
 - you will remove our logo and our name from edited Resources.

Changes

12. We make changes over time

- We may change these Terms from time to time.
- Please re-read them when you visit or buy from us to make sure you're still happy with them.

Our Site, Products, and Resources may also change.

- Unless we specify particular information is current, we're not responsible if information is inaccurate or out-of-date.

Changing our Products and Resources

- We may update pricing or descriptions of Products.
- We might need to refuse or cancel your order if our Site information or Products are incorrect.

We will try to do this within a reasonable time of realising the error.

Using our Site

13. Use our Site in line with these Terms

Our Site has materials, information, and Resources that we created using our years of experience and deep subject matter expertise.

You are welcome to access our Site and make use of our Resources but only if you stick to our rules, as set out in these Terms and our Agreement with you.

- We grant you a **limited licence** to use our Site and Resources as set out in these Terms.
- Any other use of our Site or Content is not allowed unless we give our written permission.

14. Security

Unless we're at fault, you are responsible for any unauthorised use or misuse of your username and passwords and resulting use of the Site and Resources.

- We have systems & processes to store and manage information, but in general the internet and our Sites may not be 100% secure.
- If we give you a username or password to access Site features, Products, or Resources, you must keep those details **confidential**.

15. Not for Competitors

We're flattered, but you must not use our Site, Products, or Resources in a way that competes with The Case Study Lab or breaches our IP rights.

- This includes educators or schools who wish to develop their own internal resources based on *inspiration* from our Resources, whether based in Victoria or elsewhere.

If you want to collaborate, we'd be happy to chat.

16. Closing down our Site

We may, at any time and without notice to you, close our Site or parts of it.

- We can exclude anyone from our Site.

This will generally be because they engaged in the bad behaviour mentioned throughout these Terms.

- In other situations, we'll try to give you reasonable notice of changes to your Site access.
- We're not responsible for any loss or damage you suffer in connection with our decision to exclude you from the Site or close down the Site.

Results and expectations

17. Results from our Products

Your results depend on many different factors

We can't guarantee particular academic or other outcomes from buying our Products or Resources. Outcomes for individual Students and School depend on many different factors including your own level of effort, time and resources available, commitment, focus, and dedication.

We call these '**Success Factors**'. For example, how much a Student studies or a School's experience with a subject.

- Each Student and School who uses our Products may experience different results due to their own Success Factors.
- Testimonials and reviews from our other customers are illustrative examples of potential outcomes only.

18. We use reasonable care and skill

We use **reasonable care** and **skill** to deliver Products and Resources to you, however, you agree that:

- We can't promise our Products or Resources will be continuously available or fault-free.
- If things outside our reasonable control impact our ability to supply a Product, you agree we're not responsible for impacts on you as a result.
- We provide our Site, Products, and Resources in good faith, and you are responsible for your use of them.

Handling information

19. Protecting Personal Information

We handle Personal Information you give us in line with our **Privacy Policy**, available at our Site.

- When you access our Site, send information to us, or buy our Products, you consent to our collection and use of your information in line with these Terms and our Privacy Policy.
- You agree we may contact you for marketing purposes and feedback to improve the way we work. *You can opt out of marketing communications from us.*

20. Protecting Confidential Information

We both agree Confidential Information is commercially sensitive and valuable, so that unauthorised disclosure or use of the other's Confidential Information could cause significant damage.

- Confidential Information can only be used for the purposes set out in these Terms (i.e. the purpose of buying, supplying, or marketing our Products).
- Neither of us can use or disclose the other's Confidential Information for a purpose not allowed under the Terms without express written consent from the other.

21. Feedback and content you give us

If you give feedback in a public forum, you give us permission to use that content publicly.

For example, we may take a screenshot of a positive Google review or Facebook post and use that material to promote us.

- If you send private feedback, you give us permission to use it anonymously on our Sites.
- We won't attach private feedback to you by name without getting your permission first.
- If you give permission and later change your mind, let us know and we'll make reasonable efforts to remove it.

Resolving issues

22. Delay

Things outside our reasonable control

Neither you nor we are liable to each other for a delay or failure to perform obligations in this Agreement caused by circumstances outside of reasonable control, other than the payment of Fees.

How to manage Product delays and problems

If we become aware of anything likely to result in a material delay in or failure to perform any Products or deliver Resources, we will let you know promptly.

23. Let us know if you have an issue

We'll work together to resolve disputes

If a dispute arises under our Agreement with you, we both agree to act reasonably to resolve it.

If you are a consumer, you have specific rights when you buy our Products (see accg.gov.au), and these Terms do not replace legal rights you have under law.

- If you have an issue with our Products, you'll need to work with us so we can help resolve that issue.
- Contact us via email and include relevant information so we can help resolve your issue.
- We'll confirm we received your complaint within 5 business days and work to investigate and resolve your complaint within 14 business days.
- If we can't resolve your issue after this, we will be in touch to set out some proposed next steps.

24. Paying for losses and limiting liability

Limiting our liability to you

Nothing in these Terms restricts consumer laws that may apply to your purchase of our Products.

- To the extent allowed by law:
 - we **exclude** liability for claims by you or third parties for all forms of loss or damage, including loss or inaccuracy of data or loss of business profits or revenue, and
 - unless we cause loss with our negligence or wilful misconduct, we are not responsible for any loss caused by your use of our Products or Resources (or any inability to use a Product or Resource).
- Where we cannot exclude our liability, our total liability to you is limited to us re-supplying the relevant Product to you or, if applicable, paying to you the cost of re-supplying the relevant Products to you.

Paying us if you cause us loss

To the extent allowed by law, you must pay us for costs we incur that are caused or contributed to by:

- inaccurate or misleading information you give us, and
- your breach of our Intellectual Property rights or the licence we grant you under this Agreement.

For example, if you share our Products or Resources online with other Students, individuals, or organisations in breach of the licence

we grant you, and we suffer loss as a result, you may have to compensate us for that loss.

25. Ending and suspending this Agreement

Ending this Agreement for convenience

Either you or The Case Study Lab can end this Agreement on 30 days written notice to the other.

We might suspend or end this Agreement

We try to discuss and resolve issues with you first, but may suspend your access to our Products or Resources or end our Agreement with you **at once** if:

- you do not pay us undisputed Fees after we have given you reasonable notice to pay, **or**
- you're in breach of this Agreement and either you can't fix that breach, or you don't fix the breach after we give you a reasonable time to fix the breach, **or**
- we reasonably consider mutual trust and confidence no longer exist in our relationship with you, or your behaviour is likely to damage our reputation.

26. Actions after termination or suspension

If we end or suspend our Agreement with you because of your behaviour or your breach of these Terms:

- You must pay for Products and Resources or other services you received up until the Agreement ends.
- You are no longer allowed to use our Resources included with our Products.
- We may take further action.

General details

27. General agreement details

Not affiliated with VCAA

- VCAA owns the copyright in VCE Study Design and all other VCAA Business Management documents.
- VCE is a registered trademark of the VCAA.
- We have permission from VCAA to use the Key Knowledge points of the 2023-2027 VCAA Business Management Study Design in our Resources.

Our Site, Products, and Resources are not endorsed by or affiliated with the VCAA, or any other organisation

Transferring this Agreement

- As long as we act reasonably, we may assign, subcontract, or transfer some or all our rights or obligations under this Agreement without notice to you.
- You cannot assign, subcontract, or transfer your rights or obligations under this Agreement without our consent. This is because of the need to protect our Intellectual Property in our Products.

Survival

Some rights and obligations under our Agreement remain in force after these Terms expire or end. These include the rights and obligations under the following sections:

- [Paying for losses and limiting liability.](#)
- [Actions after termination or suspension.](#)

Other general details

- **Governing law:** This Agreement is governed by the laws in force in Victoria, Australia, and the parties agree to submit to that jurisdiction.
- **Accessing the Site:** We do not promise our Site complies with laws outside Australia.
- **Invalid parts severed:** If a court decides one or more parts of our Agreement with you is invalid, only those parts are severed from the Agreement and other parts remain in full force and effect.
- **No waiver:** Delay or failure to exercise rights or a partial exercise of rights is not a waiver of those rights.
- **Full agreement:** This agreement outlines the full agreement between us for the Products we supply you.

28. Dictionary

Capitalised words have the following meanings

- **AI Tools** means the artificial intelligence tools that we give a customer access to as part of a Product or Resource that a Customer buys from us.
- **Confidential Information** includes all material, IP, non-public, business-related information disclosed or made available to the receiving party through any means, relating to a party's business but excludes information that, without breaching this agreement, is already public or known to the receiving party.
- **Customer** means someone visiting our Site or the Student or School who buys Products from us, as set out in the order you place with us to buy a Product via our Site.
- **Educational Licence** means the specific rights we give you in relation to a Resource including the permitted use of the Resource, the length of time you may access the resource, how many people are licenced to use that Resource, any limitations or restrictions on your use of the Resource, as set out on a Product Page or otherwise agreed with you in writing.
- **Fees** means the charges you pay to us for the Products we provide, as set out on a Product Page or as otherwise agreed with you.
- **Intellectual Property (IP)** means any and all of the following in any jurisdiction throughout the world: trademarks and service marks, including all applications and registrations, and goodwill connected with the use of them, patents, copyrights, Site, and internet domain names, including all related applications and registrations, trade secrets and confidential know-how, other intellectual property and related proprietary rights, interests, and protections. Our Products and Resources form part of The Case Study Lab's Intellectual Property.
- **School** means the appropriately registered high school, as noted in the Customer information in an order with us to buy a Product.
- **Personal Information** means any information that can be used to identify a natural person, as defined in the Privacy Act 1998
- **Privacy Policy** means our [privacy policy](#).
- **Product** means the various educational and training products and services we offer from time to time including downloadable resources, trial exams,

assessment tasks, Events, coaching, consulting, marking services, and other related products and services.

- **Product Page** means a page on our Site that outlines the Product available to purchase, the included Resources, as well as the applicable Fees.
- **Resources** means all tools we create, develop, or use to supply you a Product, which might include one or more of the following: access to events, videos or audio recordings, AI Tools, written information, lessons, digital products, lesson plans, feedback, advice, programs, content on our Site, digital products, eBooks, handouts, booklets, and links to events. The Case Study Lab always retains ownership of all our Resources.
- **Site** includes our website thecasestudylab.com.au and our presence on third-party applications such as LinkedIn and other social media platforms.
- **Student** means a person enrolled to study their VCE, as noted in the Customer information in an order with us to buy a Product.
- **VCAA** means the Victorian Curriculum and Assessment Authority.
- **VCE** means the Victorian Certificate of Education.

If you have any questions or concerns about our Site or Products, please let us know so we can help.

Last updated: June 2026