

1. This Website and Application of these Terms and Conditions

Welcome to this website (“**Website**”), operated by KU Children’s Services (ACN 000 006 137) (“**KU**”).

Your use of this Website and the information, graphics, photos, images, animated and moving images and sounds (“**Content**”) is governed by these terms and conditions. By using this Website you accept these terms and conditions as a binding contract between you and KU.

Where you are accessing or using the Content of this Website in your capacity as an employee or agent of a third party, these terms and conditions also bind that party.

If you do not agree to these terms and conditions you must exit this Website immediately.

2. Variation

KU may vary or terminate:

- (a) This Website and its Content;
- (b) these terms and conditions; and/or
- (c) your use of or access to this Website

from time to time in its discretion and at any time. This is the current version of these terms and conditions. By publishing the current version of these terms and conditions on the Website, you agree that KU has given you sufficient notice of any changes made from time to time.

3. Content of a General Nature

You agree that the Content of this Website is general information of a summary nature of interest and relevance at the time of its publication.

You must not rely on the Content of this Website, but should seek formal advice from KU or from other appropriate professional advisers in particular matters.

4. Your General Obligations

You must not:

- (a) gain unauthorised access to this Website or its underlying computer code;
- (b) disrupt or interfere with the Website or any other person’s use of or access to it;
- (c) upload or transmit any computer virus or other harmful or corrupting file to or through this Website;
- (d) otherwise cause harm to this Website; or

- (e) where this Website permits you to post material to the Website, post any material that is obscene, inappropriate, unlawful, defamatory, misleading or deceptive or in breach of any person's intellectual property rights. KU may remove any material posted by you in its discretion.

5. Intellectual Property

This Website, its architecture, Content and underlying computer code is the copyright of KU.

You may down-load Content for your own use and may print extracts for such purposes but otherwise you may not make any permanent or enduring copy of this Website, its Content or underlying computer code.

You must not reverse engineer or "reverse compile" this Website.

You must not distribute copies of this Website or its Content or any part of it to third parties for commercial purposes without the prior written consent of KU. If KU gives you such consent you must give KU written attribution of the relevant material.

"KU" and the logos and associated trade marks used in this Website are the property of KU and you must not use them without the prior written consent of KU.

6. Linked Websites

If this Website contains links to websites operated by third parties ("**Linked Sites**"), they are provided for your convenience only and KU does not re-publish, endorse, recommend or approve the Linked Site or make any representation about the Linked Site.

The operator of the Linked Site is responsible for the content of the Linked Site and for the browsing experience and treatment you receive (including but not limited to your privacy) at the Linked Site.

7. Exclusion of Certain Warranties

You agree that KU does not warrant:

- (a) the accuracy or completeness of the Content of this Website;
- (b) the suitability of the Content for any purpose; or
- (c) that your use of this Website will be uninterrupted or error free or that this Website will be available for use at any time.

8. Limitation of Liability

- (a) KU accepts that some legal obligations imposed by law cannot be excluded or limited. KU makes no attempt to exclude or limit such liability.
- (b) Subject to paragraph (a) and to the extent permitted by law, you agree that:
 - (i) KU is not liable to you for any loss, damage, liability, claim or expense (including legal costs and disbursements), of any kind, arising from your use of this Website or its Content. This exclusion of liability applies whether your claim arises for breach of contract,



negligence or other tort or for breach of any statutory duty or under any other cause of action and whether you allege that KU's willful action or omission caused such loss, etc. In particular (but without limiting the foregoing) KU is not liable to you for loss of profit or anticipated profit, loss of revenue, lost savings, business interruption, lost opportunity or for consequential, economic or indirect loss;

- (ii) all terms, conditions and warranties other than those expressly contained in this Website are excluded.
- (c) Subject to paragraph (a) and to the extent permitted by law, KU's liability for breach of terms implied by the Trade Practices Act, 1974 (Cth) into the supply of goods or services is limited at KU's option to:
 - (i) the re-supply of the goods or services;
 - (ii) the repair of the goods;
 - (iii) the payment to you of the cost of having the goods repaired or supplied again or having the services supplied again,

as the case may be. You agree that the services supplied by KU via this Website are not ordinarily acquired for personal, domestic or household use or purposes.

9. Payment

Prices for access to each on-line service area are as listed in the Price List & Registration Form. All prices include GST and include access to the nominated service area/s for a period of 12 months.

Payment for access to the on-line services must be made in advance by credit card, cheque or direct deposit.

Once payment has been processed a tax invoice will be issued and sent to the contact details on your registration form.

At the end of the 12month period you will be asked if you wish to renew your access by payment of the appropriate fee. If you do not choose to renew your access, your access password will be terminated.

10. Governing Law

The law of New South Wales, Australia governs this Website, its use and these terms and conditions. You agree to submit to the jurisdiction of the courts of that place.



WEBSITE GENERAL DISCLAIMER

Exclusion of Liability and Conditions of Use

You agree as a condition of your viewing and use of this Website that:

1. The content of this Website is general in nature and you must not rely on it. KU does not warrant its accuracy or completeness. You should obtain professional advice in specific matters.
2. To the extent permissible by law, KU Children's Services ("KU") is not liable to you for any loss, damage, liability, claim or expense (including legal costs and disbursements), of any kind, arising from your use of this Website or its Content. This exclusion of liability applies whether your claim arises for breach of contract, negligence or other tort or for breach of any statutory duty or under any other cause of action and whether you allege that KU's willful action or omission caused such loss, etc. In particular (but without limiting the foregoing) KU is not liable to you for loss of profit or anticipated profit, loss of revenue, lost savings, business interruption, lost opportunity or for consequential, economic or indirect loss.
3. The laws of New South Wales, Australia govern this Website and you will submit to the jurisdiction of the courts of that place.



INTELLECTUAL PROPERTY NOTICE

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