

## 1. Website Terms and Conditions

Welcome to the Affinity Education Group Limited website (the "Website"). The Website is owned and operated by Affinity Education Group Limited ABN 75 093 156 140 ("Affinity", "we", "us", "our"). "You" means the Website user.

Your access to this Website is conditional upon your acceptance of and compliance with the terms and conditions contained in this document ("Terms of Use"). Your accessing of this Website constitutes your agreement to the Terms of Use.

Affinity reserves the right to amend the Terms of Use from time to time. Amendments will be effective immediately upon publication on this Website. Your continued use of this Website following such publication will constitute your agreement to the Terms of Use as amended.

If you have a question about any term or condition, childcare centre or service, please call one of our friendly and professional staff members on (07) 5528 0633.

## 2. Restrictions

You must not:

- (a) use the Website for any activities or post or transmit via the Website, any information or materials which breach any laws or regulations, infringe a third party's rights, or are contrary to any relevant standard or codes;
- (b) use the Website to post or transmit any material which interferes with other users or defames, harasses, threatens, menaces, offends or restricts any person or which inhibits any user from using the Website or the Internet;
- (c) use the Website to send unsolicited email messages;
- (d) in any way tamper with, hinder or modify the Website;
- (e) knowingly transmit any viruses or other disabling features to the Website or via the Website;
- (f) use the Website in any manner which is prohibited by the Terms of Use, use the Website for any unlawful purpose, or in any manner, which violates any right of Affinity (or an associated entity), another user of the Website, or any other third party; and
- (g) attempt any of the above acts or facilitate or assist another person to do any of the above acts.

## 3. Information over the Website

Your personal information will be treated carefully by us, please see our [Privacy Policy](#).

We will use information provided to you to give you information on our services by email or phone.

You can contact us to find out more about our childcare centres and services by:-

- (i) Calling us on (07) 5528 0633 or

- (ii) Emailing us at [reception@affinityeducation.com.au](mailto:reception@affinityeducation.com.au)

You acknowledge and agree that information provided on the Website is of a general nature only..

#### 4. Links to Third Party Websites

The Website may provide links to other websites ("Linked Sites"). Any external links are provided as a courtesy and we are not responsible for the content or privacy practices associated with the Linked Sites. We do not warrant, sponsor, endorse or approve the operators of Linked Sites or the material found at the Linked Sites.

#### 5. Accuracy and Warranty

Every effort is made to ensure that information on the Website is free from error; however we do not provide any warranties in respect of the material on the Website. All information contained on the Website is subject to change without notice. To the maximum extent permitted by law, Affinity disclaims all liability for any delays, errors or omissions contained in this information or any failure to update or correct this information. Any information transmitted to or from this Website is transmitted at your own risk. We may at any time withdraw the Website for any reason and without notice, and the Website is offered on an "as is" and "as available" basis only. All restrictions imposed on you, disclaimers and limitations of liability set out in these Terms of Use will survive termination.

Affinity does not warrant the availability, functionality or performance of the Website, the electronic transmission, receipt authentication, lodgement or any other dealing whatsoever with electronic documents or mail or any other data, or the use of automatic language translation devices in connection with this Website.

You must take your own precautions to ensure that the process which you employ for accessing this Website does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. Affinity does not accept responsibility for any interference or damage to your own computer system which arises in connection with your use of this Website or any linked website.

We cannot screen all content provided on the Website and the information provided on any open discussion site, blog, social media tool or forum available through this Website. We do not assume any responsibility for the content of any open discussion site, blog, social media tool or forum available through this Website. We will not be responsible for any offensive language or otherwise objectionable content contained in this Website or on any open discussion site, blog, social media tool or forum available through this Website.

#### 6. Limitation of Liability

To the extent permitted by law, we exclude all implied conditions and warranties with respect to this Website, and its content, except any implied condition or warranty the exclusion of which would contravene any statute or cause any part of this clause to be void.

Affinity does not accept responsibility for any loss or damage, howsoever caused (including through negligence), which you may directly or indirectly suffer in connection with your use of this Website or any linked website, nor do we accept any

responsibility for any such loss arising out of your use of, or reliance on, information contained on, or accessed through, this Website.

#### 7. Intellectual property

All intellectual property rights in this Website, including the design, text, graphics, logos, icons, images, the selection and arrangement thereof, sound recordings and all software relating to this Website, are owned by or are licensed to Affinity. These intellectual property rights are protected by Australian and international laws.

Other than for the purposes of printing one hard copy of the material on this Website for non-commercial use, research, criticism or review, and subject to the conditions prescribed under the Copyright Act 1968 (Cth) and similar legislation which applies in your location, you may not in any form or by any means copy, adapt, reproduce, store, modify, distribute, print, upload, display, perform, publish, post, frame within another website or create derivative works from any part of this Website or commercialise any information obtained from any part of this Website without Affinity prior written permission or, in the case of third party material, from the owner of the copyright in that material.

#### 8. Indemnity

You agree to indemnify Affinity, its directors, employees, shareholders, agents and other persons involved in the creation of this Website for all damages, losses, penalties, fines, expenses and costs (including legal costs) which arise out of or relate to your use or misuse of this Website, any information that you provide to Affinity via this Website, any damage that you may cause to this Website or any breach of these Terms of Use. This indemnification includes, without limitation, liability relating to copyright infringement, defamation, invasion of privacy, trade mark infringement and breaches of the Australian Consumer Law.

#### 9. Jurisdiction

These Terms of Use are governed by and construed in accordance with the laws of Queensland and you agree to submit to the jurisdiction of the courts of Queensland in relation to any dispute regarding these Terms of Use.

If any of the Terms of Use are found to be unenforceable under Queensland law, this will not affect the remainder of the Terms of Use.

All rights not expressly granted in the Terms of Use are reserved.