



## **Website Terms of Use Policy**

### **About**

This Website Terms of Use Policy was created on 24 February 2016 and posted online on 11 April 2016. It is effective from 11 April 2016.

### **Scope and Consent**

[www.vic.childcarealliance.org.au](http://www.vic.childcarealliance.org.au) is an online website service owned and operated by the Australian Childcare Alliance Victoria (ABN 61 953 934 130) ("ACA Victoria"). This policy describes the Terms for use of our website ("the Site").

Please read these terms of use carefully before using the Site. By using the Site you are agreeing to be bound by the following terms of use. If you choose not to be bound by the following terms of use then ACA Victoria does not grant you the right to use the Site and you must not use the Site. You must not use or access the Site in violation of these terms of use.

### **Variation**

ACA Victoria may vary these terms at any time. Any variations become effective on posting. By continuing to use the Site after the terms have been varied you agree to be bound by the variation.

### **Use and Copyright**

You may use the Site and the information contained within it for your own personal and non-commercial reference only. You agree that you will not hack into the Site nor employ any robot, spider or other device or process to use the Site for any unauthorised purposes. You agree that you will not take any action that imposes an unreasonably large burden on the Site.

The information contained within this Site (including programming scripts, graphics and logos) are copyright of ACA Victoria. You may make any copies of any information reasonably incidental to your viewing of the Site and may retain a single permanent copy for your personal reference. The information may not otherwise be used, copied, reproduced, published, stored in a retrieval system, altered, transmitted in any form or by any means in whole or in part (except where by law such use cannot be prohibited) without the prior written approval of ACA Victoria.

### **Violation**

If you violate these Terms of Use, without limiting any other remedies available, ACA Victoria may:

1. cancel your membership with notice
2. cancel any Services purchased without a refund
3. prohibit you from using the Site
4. restrict your ability to make future Service purchases; and
5. if required by law, or by subpoena or an enforcement body, disclose information about you and your use of the Site for the investigation of any unlawful or harmful activity.

## **Trademarks**

The trademarks appearing on this Site are trademarks of ACA Victoria. Other trademarks displayed on the Site are trademarks of their respective owners. Nothing contained on this Site should be construed as granting any licence or right of use of any trademark displayed on the Site without the express written permission of ACA Victoria or relevant third party owner.

## **Privacy**

The ACA Victoria Privacy Policy is incorporated into these terms of use.

## **Online Sales**

Where you make a purchase through this Site, you are bound by the ACA Victoria Terms and Conditions Policy in relation to that purchase.

## **Limitation of Liability**

To the extent permitted by law our aggregate liability to you, whether for breach of these terms or in negligence or in any other tort or for any other common law or statutory cause of action arising in relation to these terms, the Site or the content available through the Site is limited to A\$100.

To the extent permitted by law we will not be liable for any direct, incidental, consequential or indirect damages, loss or corruption of data, loss of profits, goodwill, bargain or opportunity or loss of anticipated savings resulting from your access to, or use of, or inability to use the Site and its content, whether based in contract, tort, negligence, statute or any other legal theory, and whether or not we know of the possibility of such damage.

If a jurisdiction does not allow the exclusion or limitation of liability in accordance with the foregoing, but allows a limitation of a certain maximum extent then our liability is limited to that extent.

## **General Provisions**

If any part of this agreement is held to be unenforceable, the unenforceable part must be given effect to the greatest extent possible and the remainder will remain in full force and effect. This agreement is governed by the laws of Victoria, Australia. You irrevocably submit to the exclusive jurisdiction of the courts of Victoria, Australia.

## **Question or Complaints**

If you have a question or a complaint about this Terms and Conditions Policy, you can contact ACA Victoria as follows:

- E - [vic@childcarealliance.org.au](mailto:vic@childcarealliance.org.au)
- P – 03 9532 2017

## **Changes to this Policy**

We may amend this Terms and Conditions Policy at any time by posting the amended terms on this Site. All amended terms automatically take effect 30 days after they are posted. We will announce any material changes to this Website Terms of Use Policy via the Site.