

Terms of Service

These Terms of Service (**Terms**) set out the terms and conditions under which The Kids Research Institute Australia ABN: 86 009 278 755 (**Institute, us, we, our**) grants any Course participant (**You, your**) access to the Course and materials provided by the Institute, and if applicable, the terms on which the Course will be provided (**Course**). By registering and accepting these Terms you agree to be bound by these Terms and represent that you are over 18 years of age.

1. Payments

- 1.1 Until payment of the Course fee (Fee) has been received your Course registration is not secured, unless otherwise informed. You can pay via credit card at time of registration.
- 1.2 If you wish to request an invoice prior to payment of the Fee, please email inklings.Training@thekids.org.au, however Course registration is not secured and access to materials will not be released prior to payment.

2. Refunds

- 2.1 The Institute does not generally give refunds if you have changed your mind. The Institute will offer refunds where you are entitled to a refund under Australian Consumer Law.

3. Access to Online Materials

- 3.1 In order to access the online materials for the Course (**Course Materials**) you will be required to create an account with our third-party provider (**Course Platform**), and as part of this process you will need to have provided us with your full name and a valid email address and/or a valid address and have fully paid for the Course.
- 3.2 It is Your responsibility to download any required resources prior to the end of the Course.

4. Use of Brand

- 4.1 You shall not use the name or logo the Institute or any program owned by the Institute in any manner, unless expressly permitted.

5. Use of Materials and Ownership of Intellectual Property

- 5.1 As part of the Course, you may be given access to various resources and other materials, including Course Materials (**Course Materials**). We grant you permission to utilise these Course Materials for your reasonable personal use, subject to the following provisions.
- 5.2 No permission is given for any adaptation of the Course Materials or for the copying, distribution, or circulation of the Course Materials to others, including but not limited to via email or posting on the internet. The permission given is personal to the individual who undertakes the Course and does not extend to enable circulation of Course Materials to other individuals in your organisation.

- 5.3 As part of undertaking the Course you may be granted limited access to confidential or sensitive information that is marked as confidential or which is reasonably understood to be confidential, including but not limited to information, images and/or videos involving other individuals such as other Course participants and clients (Confidential Information). For avoidance of doubt, you are not permitted to disclose or display any Confidential Information outside of your personal use, unless otherwise required under law.
- 5.4 If you wish to use Course Materials for research or study purposes, you must first contact the Institute and obtain a separate agreement to do so.
- 5.5 In the use of the Course Platform, you may provide, post, upload, input or submit on or through the Course Platform, including blog pages, message boards, comment or discussion features, chat rooms and forums information, content, or other material (Your Content). You are solely responsible for Your Content. You retain ownership in Your Content, but the Institute takes a non-exclusive license to utilise and display Your Content for the purpose of providing the Course to you. You assume all risks associated with the use of Your Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of Your Content that personally identifies you or any third party.
- 5.6 All rights (including without limitation, copyrights, trademarks, patents and trade secrets) in the Course Materials, other than Your Content are and will remain the sole and exclusive property of the Institute and/or its licensors. No title to or ownership of any portion of the Course, the Course Materials, or the Institute's brand name or registered trademarks or any proprietary rights related to those products/services, is or will be transferred pursuant to or by virtue of these Terms. The Institute hereby grants the individual who undertakes the Course a limited, non-exclusive, non-sublicensable, revocable license to use the Course Materials as permitted above. There is no implied license granted under these Terms.
- 5.7 You shall not:
- 5.7.1 Use the Course for any illegal or unauthorized purpose;
 - 5.7.2 Disrupt, damage, disable, alter, tamper, delete or interfere with the Course Platform;
 - 5.7.3 Share with any third party any access codes or account information, including without limitation your username and password that you may create;
 - 5.7.4 Attempt to gain unauthorized access to the Course or its related systems or networks, or otherwise override any security feature of exclusionary protocol;
 - 5.7.5 Reproduce, duplicate, copy, download, sell, resell, visit, adapt, or otherwise exploit the Course for any commercial purpose, other than within your own practice, without the express written consent of the Institute. For avoidance of doubt, this means you are not permitted to translate the Course into another language without the Institute's written agreement; and
 - 5.7.6 Access the Course in order to: (1) build a competitive product or service, or (2) copy any ideas, features, functions, or graphics of the Course Materials.
- 5.8 You are responsible for all activity that occurs under your account and you are solely responsible for maintaining the confidentiality of your password and account information. You must notify us immediately if you become aware of any unauthorized use of your account.

6. Third Party Links

Our websites or Course Materials may contain links to third-party websites and services (collectively, **Third-Party Links**). Such Third-Party Links are not under the control of the Institute, and the Institute is not responsible for any Third-Party Links and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links. You use all Third-Party Links at your own risk, and should

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apply a suitable level of caution and discretion in doing so. When you click on any of the Third-Party Links, the applicable third party's terms and policies apply, including the third party's privacy and data gathering practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third-Party Links.

7. Disclaimer and Limitation of Liability

- 7.1 Certain Courses and Course Materials are intended for health care and/or educational professionals and are for educational and Course purposes only. For these Courses, when you make recommendations or decisions around care of individuals, you acknowledge that decisions need to be made based on many reputable sources and in a holistic manner and not based upon any one recommendation or set of guidelines, including the material in these Courses.
- 7.2 Although the Institute has made efforts to ensure that the information in the Courses is accurate and up to date, the Institute accept no responsibility for any inaccuracies, information perceived as misleading, or any loss or damage from any outcomes of any recommended actions taken by you which are detailed in the Course. The Institute does not warrant or guarantee any future income or opportunities will occur based on completion of the Course. This shall not apply to limit any non-excludable warranties or rights available at law. To the extent that the Institute may be liable to you under the provisions of any applicable consumer law which are non-excludable, the Institute limits its liability to the supply of the Course again.

8 Indemnity

You hereby agree to indemnify and defend the Institute, and each of their respective members, officers, directors, agents, employees, successors, and assigns from and against any and all claims, demands, losses, suits, actions, judgments, costs, and expenses (including, without limitation, reasonable legal counsel fees) arising out of or in connection with any use of the Course.

9 Privacy Policy

- 9.1 Please see our Privacy Policy. The Institute will process and store profile information that you provide in the account registration process or that we may collect through your use of the Course in accordance with this policy. In particular, you acknowledge that our Course Platform is provided by a third party service provider, and your personal information will be disclosed to this entity as part of providing access to the Course Platform.
- 9.2 If you have opted in to receive them, we may send you marketing, newsletters, advertising or other news offers regarding the Program or The Institute from time to time. If you no longer want to receive certain communications from us via email or other means, simply click the "unsubscribe" link in the email. You will not be able to unsubscribe from transactional or service-related correspondence which relate to the provision of the Course, including updates, notices of outages, registration confirmation or account and payment related transactions.

10 Additional Terms

- 10.1 These Terms represent the entire agreement between the Institute and you. We may update and amend these Terms at any time in our discretion, but we will post a notice on the Course Platform and/or send you an email notice to give you at least 30 days notice of material changes. If you do not wish to comply with the amended terms, you may terminate your account by contacting us. Your continued use of the Course Platform following the posting of any changes to these Terms constitutes

acceptance of those changes.

- 10.2 We will send you all notices electronically via the email address provided to us at the time of account registration.
- 10.3 You acknowledge that you have read these Terms and agree to be bound by its terms and conditions. The laws of Western Australia shall govern these Terms.