

# Horizon Childcare Terms of use

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## **1. Acceptance of terms of use and amendments**

Each time you use or cause access to this web site, you agree to be bound by these Terms of use, as amended from time to time with or without notice to you. In addition, if you are using a particular service on this web site or accessed via this web site, you will be subject to any rules or guidelines applicable to those services, and they will be incorporated by reference within these Terms of use. Please read the site's Privacy policy, which is incorporated within these Terms of use by reference.

## **2. The Horizons Childcare's service**

This web site and the services provided to you on and via this web site are provided on an "AS IS" basis. You agree that the Horizons Childcare reserves the right to modify or discontinue provision of this web site and its services, and to remove the data you provide, either temporarily or permanently, at any time, without notice and without any liability towards you. The Horizons Childcare will not be held responsible or liable for timeliness, removal of information, failure to store information, inaccuracy of information, or improper delivery of information.

## **3. Your responsibilities and obligations**

In order to use this web site or certain parts of it, you may be required to submit your personal information on this web site; in this case, you agree to provide truthful information when requested, and you explicitly agree to this site's Terms of use.

## **4. Privacy policy**

Registration data and other personally identifiable information that the site may collect is subject to the terms of the Horizons Childcare's Privacy policy.

## **5. Your conduct**

You agree that all information or data of any kind, whether text, software, code, music or sound, photographs or graphics, video or other materials ("content"), made available publicly or privately, will be under the sole responsibility of the person providing the said content, or of the person whose user account is used. You agree that this web site may expose you to content that may be objectionable or offensive. The Horizons Childcare will not be responsible to you in any way for content displayed on this web site, nor for any error or omission.

By using this web site or any service provided, you explicitly agree that:

(a) you will not provide any content or conduct yourself in any way that may be construed as: unlawful; illegal; threatening; harmful; abusive; harassing; stalking; tortious; defamatory; libelous; vulgar; obscene; offensive; objectionable; pornographic; designed to interfere with or disrupt the operation of this web site or any service provided; infected with a virus or other destructive or deleterious programming routine; giving rise to civil or criminal liability; or in violation of an applicable local, national or international law;

(b) you will not impersonate or misrepresent your association with any person or entity; you will not forge or otherwise seek to conceal or misrepresent the origin of any content provided by you;

(c) you will not collect or harvest any information about other users;

(d) you will not provide, and you will not use this web site to provide, any content or service in any commercial manner, or in any manner that would involve junk mail, spam, chain letters, pyramid schemes, or any other form of unauthorized advertising or commerce; you will not use this web site to promote or operate any service or content without the Horizons Childcare's prior written consent;

(e) you will not provide any content that may give rise to the Horizons Childcare being held civilly or criminally liable, or that may be considered a violation of any local, national or international law, including -- but not limited to -- laws relating to copyrights, trademarks, patents, or trade secrets.

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## **7. Indemnification**

You agree to indemnify and hold harmless the Horizons Childcare and the Horizons Childcare's representatives, subsidiaries, affiliates, related parties, officers, directors, employees, agents, independent contractors, advertisers, partners, and co-branders, from any claim or demand, including reasonable legal fees, that may be filed by any third party, arising out of your conduct or connection with this web site or service, your provision of content, your violation of these Terms of use, or any other violation by you of the rights of another person or party.

## **8. DISCLAIMER OF WARRANTIES**

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## **9. LIMITATION OF LIABILITY**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE SITE EDITOR WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES; THIS INCLUDES, BUT IS NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THE HORIZONS CHILDCARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM (I) THE USE OF SERVICES OR THE INABILITY TO USE SERVICES, (II) THE COST OF OBTAINING SUBSTITUTE GOODS AND/OR SERVICES RESULTING FROM ANY TRANSACTION ENTERED INTO ON THROUGH SERVICES, (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR DATA TRANSMISSIONS, (IV) STATEMENTS BY ANY THIRD PARTY OR CONDUCT OF ANY THIRD PARTY USING SERVICES, OR (V) ANY OTHER MATTER RELATING TO SERVICES.

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## **10. Reservation of rights**

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## **11. Notification of copyright infringement**

If you believe that your property has been used in any way that could be considered a copyright infringement or a violation of your intellectual property rights, the Horizons Childcare's copyright agent may be contacted via:

Horizons Childcare

Suite 4 / 237 Stirling Highway, Claremont WA 6010

Telephone: 9284 7060

Fax: 9383 4604

Email: [admin@horizonschildcare.com.au](mailto:admin@horizonschildcare.com.au)

## **12. Applicable law**

You agree that these Terms of use and any dispute arising out of your use of this web site or products or services provided will be governed by and construed in accordance with local laws applicable at the Horizons Childcare's domicile, notwithstanding any differences between the said applicable legislation and legislation in force at your location. By registering for a user account on this web site, or by using this web site and the services it provides, you accept that jurisdiction is granted to the courts having jurisdiction over the Horizons Childcare's domicile, and that any disputes will be heard by the said courts.

### **13. Miscellaneous information**

(i) In the event that any provision of these Terms of use is deemed to conflict with legislation by a court with jurisdiction over the parties, the said provision will be interpreted to reflect the original intentions of the parties in accordance with applicable law, and the remainder of these Terms of use will remain valid and applicable; (ii) The failure of either party to assert any right under these Terms of use will not be considered to be a waiver of that party's right, and the said right will remain in full force and effect; (iii) You agree that any claim or cause in respect of this web site or its services must be filed within one (1) year after such claim or cause arose, or the said claim or cause will be forever barred, without regard to any contrary legislation; (iv) The Horizons Childcare may assign the Horizons Childcare's rights and obligations under these Terms of use; in this event, the Horizons Childcare will be relieved of any further obligation.