

Website Terms and Conditions - Rise Literacy

This website and all content, trade marks and its related services, products, websites, tools and applications (**Website**) is owned and operated by Rise Literacy Pty Ltd ACN 635 937 674 (**our, us, we**). By accessing and using our Website you agree to comply with the following terms and conditions (**Terms and Conditions**). We may update our Terms and Conditions from time to time without notice to you. Each time you use our Website you should revisit these Terms and Conditions and your continued use of the Website constitutes your acceptance of them.

1. Using our website

We provide our Website to facilitate the supply of our products, to help us connect with you and to provide general information and relevant content that you may be interested in. You must not use the Website for any purpose other than its intended purpose, and you must not harm our Website in any way. When using the Website you must not act fraudulently, or provide us with false, inaccurate, infringing or misleading information. Parts of our Website may allow you to comment or submit your content, and in doing so you must not post anything that is inflammatory, racist, abusive, harassing, obscene, sexually explicit or that violates any Australian law or the rights of any person.

Where you use our Website to browse our products, and place an order our Ecommerce Terms and Conditions will apply to you.

Content on our Website is provided solely for your reference purposes. We include information for your convenience as a general summary of matters current at the time of posting that may interest you. The contents do not constitute speech therapy or medical advice and are not intended to be a substitute for speech therapy and/or medical advice and should not be relied upon as such. We make no warranties that the information published by us is correct. You should seek professional advice in relation to any matters that you have.

The information you provide us and your use of the Website must not:

- infringe any third party's privacy rights;
- infringe any third party's copyright, patent, trademark, trade secret, intellectual property or other proprietary rights or rights of publicity or privacy;
- violate any applicable laws (including those governing privacy, consumer protection, unfair competition, criminal law, antidiscrimination or trade practices law);
- be defamatory, trade libellous, unlawfully discriminatory, threatening or harassing;
- contain any viruses or similar which could affect the integrity, operation or security of the Website;
- create liability for us or cause us to lose (in whole or in part) the services or custom of our internet service provider, other users or other suppliers;
- be false, inaccurate, misleading, fraudulent, deceptive or unlawful;
- damage the credibility or integrity of the Website or Rise Literacy, or dilute, tarnish, or otherwise harm our brand in any way; or
- breach or violate any of our policies.

You must not:

- undertake any action which could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of the Website;
- use the Website in any way that is inconsistent with the purpose of the Website, or in a manner that falsely implies Rise Literacy endorsement, partnership or otherwise misleads others as to your affiliation with Rise Literacy;
- attempt to circumvent payment of any fees in anyway; or
- circumvent, disable or otherwise attempt to interfere with any security related features of the Website.

Your use of this Website is by personal, non-exclusive licence granted by us strictly in accordance with these Terms and Conditions. This Website is only available to, and may only be used by, persons who can form legally binding contracts under applicable laws. If you do not qualify, you must not use the Website.

2. Intellectual property

We remain the owner of the Website and all intellectual property rights associated with the Website (including its content, videos, logos, images and source code). We ask that you do not copy, reproduce or modify any of our Website for any purpose except where we give you our prior written consent or sharing is otherwise permitted (as noted below) and you agree that you will not do so.

We own all right, title and interest in and to the Website and no right, title or interest is transferred or granted to you.

When you provide us with information you warrant that you have a right to distribute that information and you agree to allow us to distribute or use that information as we consider necessary and in accordance with our Privacy Policy accessible on the Website. We may in our discretion refuse or remove any information from the Website.

When you provide us with information, we may receive additional related data, such as the time, date and place you provided the information.

We are not responsible for any loss that may occur from you submitting your information to us or from our use of your information in accordance with our Privacy Policy.

3. Your account

We may require you to set up an account with a username and password to gain access to parts of the Website. If we do, you will be responsible for keeping the combination of these details confidential and any actions that occur through your account (whether directly or indirectly) you are responsible for.

If we permit you to connect to the Website using a third-party service (e.g. Facebook or Google+), you grant us permission to access, store, and use the information from that service as permitted by that service.

4. Access and termination

We reserve the right, at any time and without prior notice, to remove or disable your access to the Website or any part of it, including your Account, for any reason and you agree that we are not liable for any loss suffered by you or any third party as a result of the removal or disablement of the Website.

These Terms and Conditions will continue to apply until terminated or superseded by us. You can terminate your agreement with us by discontinuing your use of the Website at any time. You do not need to inform us if you choose to discontinue use of the Website.

5. Sharing

We may make content available for you to share on the Website. Where such content is made available for sharing (as expressly noted by us), you must ensure that such sharing is properly credited to us including a link back to us, and comply with any other instructions we may specify. Your licence to share such content is by revocable and limited right. Where you share our content, you do so at your own risk. We will not be liable in any respects for any content that you share.

6. Links & third party services

Our Website may contain links to or from other third-party websites which we have no control over. We are not responsible for the content or use of these other websites (including any virus, or disturbing or harmful content) and you access them at your own risk.

You acknowledge and agree that by utilising any third party services through our Website (such as Stripe or any other payment provider) you are bound by the terms and conditions of that third party. If payment is processed via credit card through Stripe, you do not have to be registered with Stripe to make payment. The payment transaction will be processed by your credit card company at Stripe's request immediately after confirmation of the payment order and your legitimacy as a legal cardholder. You will receive further information during the order process. If payment is processed through Stripe then you may be required to register with the relevant third party and create an account.

You acknowledge and agree that you are solely responsible for ensuring that you have read and understood any applicable third-party terms of agreement when using the Website. We will not be liable for any loss or damage suffered by you in connection with such third party terms, regardless of whether we bring these to your attention or not. You are solely responsible for obtaining a copy of and reviewing such third party terms.

In the event we provide linking services with third parties, you authorise us to undertake to provide details as necessary to that third party.

7. Liability and indemnity

Although our content has been drafted with due care and diligence, our Website and our content is provided “as is” and we make no representations and give no warranties or guarantees as to the suitability, accuracy or quality of the Website. We do not guarantee that the Website will be free from errors or defects, or that the Website will be accessible at all times.

Your use of the Website is at your own risk and to the extent permitted by law, we exclude all liability of any kind, however arising, including any lost profit, lost opportunity, lost revenue, lost data, losses resulting from security failure, or any indirect or consequential loss resulting from your use of the Website. Our total liability is limited to \$1, however where we cannot limit our liability to \$1 by law then our liability will be limited to the cost of re-supply of the relevant services (being the provision of the Website to you), or refunding the amount paid by you to us in connection with the services (if any).

You agree to indemnify and release us and our related entities from and against all losses (as before mentioned) which we may incur in respect of any negligence, misuse of the Website, other act or omission, or any breach of these Terms and Conditions by you.

8. Security & access

You are solely responsible for any information that you transmit to us. Whilst we use our best endeavours to maintain the security of the Website, we do not guarantee the security of the Website, our records, or any information you submit to us. We disclaim all liability for any computer virus or technological problems or other loss that you may suffer as a result of the browsing or downloading of any files from our Website, or from any data breach, compromise or misuse of your data that is provided to us in connection with the Website.

In order to use the Website, you need to connect to the internet and you are solely responsible for your connection and all fees associated with such connection/access.

9. Privacy

By using this Website you acknowledge and agree that internet transmissions are never completely private or secure and understand that any message or information you send to the Website may be read or intercepted by others. You authorise us to use, store or otherwise process any information including personal information which relates to and/or identifies you, to the extent reasonably necessary for the provision of any goods and services requested by you, and for any other purposes we consider reasonable. Such use will be compliant with the terms of our Privacy Policy (accessible on the Website).

10. Groups

Where we use social media pages or groups run by us, such pages will only be used to advertise our products and services and to facilitate community interaction. Such terms found herein as they relate to providing information will apply to your use of our social media pages or groups.

11. Applicable law

These Terms and Conditions, and your use of our Website are governed by the laws of the Australian Capital Territory and you agree to submit to the jurisdiction of the Courts of the Australian Capital Territory and Courts competent to hear appeals.

12. Definitions

Unless the context requires otherwise, the following words and phrases in these Terms and Conditions shall have the following meanings:

Website means www.riseliteracy.com.au including all content, trade marks, and related services, products, websites, tools and applications;

you means the person or entity that accesses the Website and **your** has a corresponding meaning.