

TERMS OF USE

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE.

By using this website, you signify your consent to these terms of use. If you do not agree to these Terms of Use, please do not use the website.

Your access to and use of this website, as well as all related websites operated by Fams or Family Services NSW Inc is subject to the following terms and conditions (“Terms of Use”) and all applicable laws. By accessing and browsing the Site, you accept, without limitation or qualification, the Terms of Use and acknowledge that any other agreements between you and the Site are superseded and of no force or effect:

1. You agree that the Site itself, as well as all content, videos, training materials, products, services and/or other materials, made available on the Site by us or other third parties, as well as the look and feel of all of the foregoing, (collectively referred to as the “Content”) are maintained for your use and information by Fams, (the “Organisation”) and are the property of the Organisation and/or its third party providers. You agree that such Organisation Content shall include all proprietary videos, HTML/CSS, Javascript, graphics, voice, and sound recordings, artwork, photos, documents, and text as well as all other materials included in the Site, excluding only the materials you provide. Subject to your compliance with these Terms of Use, the Organisation hereby grants you a limited license, which is non-exclusive, non-transferable, and non-sublicensable, to access, view, and use the Site solely for your personal purposes. No Content may be copied, reproduced, republished, uploaded, posted, transmitted, distributed, used for public or commercial purposes, or downloaded in any way unless written permission is expressly granted by the Organisation. Modification of the Content or use of the Content for any other purpose is a violation of the copyright and other proprietary rights of the Organisation, as well as other authors who created the materials, and may be subject to monetary damages and penalties. You may not distribute, modify, transmit or use the content of the Site or any Content, including any and all software, tools, graphics and/or sound files, for public or commercial purposes without the express written permission of the Organisation.

2. All Content, such as text, data, graphics files, videos and sound files, and other materials contained in the Site, are copyrighted unless otherwise noted and are the property of the Organisation and/or a supplier to the Organisation. No such materials may be used except as provided in these Terms of Use.

3. All trade names, trademarks, and images and biographical information of people used in the Organisation Content and contained in the Site, including without limitation the name and trademark “Fams or NSW Family Services Inc”, are either the property of, or used with

permission by, the Organisation. The use of Content by you is strictly prohibited unless specifically permitted by these Terms of Use. Any unauthorized use of Content may violate the copyright, trademark, and other proprietary rights of the Organisation and/or third parties, as well as the laws of privacy and publicity, and other regulations and statutes. Nothing contained in this Agreement or in the Site shall be construed as granting, by implication or otherwise, any license or right to use any Trademark or other proprietary information without the express written consent of the Organisation or third party owner.

The Organisation respects the copyright, trademark and all other intellectual property rights of others. The Organisation has the right, but has no obligation, to remove content and accounts containing materials that it deems, in its sole discretion, to be unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Use. If you believe that your intellectual property rights are being violated and/or that any work belonging to you has been reproduced on the Site or in any Content in any way, you may notify Organisation at info@fams.asn.au. Please provide your name and contact information, the nature of your work and how it is being violated, all relevant copyright and/or trademark registration information, the location/URL of the violation, and any other information you believe is relevant.

4. While the Organisation uses reasonable efforts to include accurate and up-to-date information in the Site, the Organisation makes no warranties or representations as to its accuracy. The Organisation assumes no liability or responsibility for any errors or omissions in the content of the Site.

5. When you register with the Organisation and/or this Site, you expressly consent to receive any notices, announcements, agreements, disclosures, reports, documents, communications concerning new products or services, or other records or correspondence from the Organisation. You consent to receive notices electronically by way of transmitting the notice to you by email.

6. If you send comments or suggestions about the Site to the Organisation, including, but not limited to, notes, text, drawings, images, designs or computer programs, such submissions shall become, and shall remain, the sole property of the Organisation. No submission shall be subject to any obligation of confidence on the part of the Organisation. The Organisation shall exclusively own all rights to (including intellectual property rights thereto), and shall be entitled to unrestricted use, publication, and dissemination as to all such submissions for any purpose, commercial or otherwise without any acknowledgment or compensation to you.

7. The Organisation shall use commercially reasonable efforts to restrict unauthorized access to our data and files. However no system whether or not password protected can be

entirely impenetrable. You acknowledge that it may be possible for an unauthorised third party to access, view, copy, modify, or distribute the data and files you store using the Site. Use of the Site is completely at your own risk.

8. The Organisation will not intentionally disclose any personally identifying information about you to third parties, except where the Organisation, in good faith, believes such disclosure is necessary to comply with the law or enforce these Terms of Use. By using the Site, you signify your acceptance of the Organisation's Privacy Policy. If you do not agree with this Privacy Policy, in whole or part, please do not use this Site.

9. Neither the organisation nor any other party involved in creating, producing, or maintaining the site and/or any content on the site shall be liable under any circumstances for any direct, incidental, consequential, indirect, or punitive damages arising out of your access to or use of the site. Without limiting the foregoing, all content on the site is provided "as is" without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose. The organisation does not warrant or make any representations regarding the use of the materials in the site, the results of the use of such materials, the suitability of such materials for any user's needs or the likelihood that their use will meet any user's expectations, or their correctness, accuracy, reliability, or correction. The Organisation likewise does not warrant or make any representations or guarantees that you will earn any money using the site or the Organisation's technology or services. You accept all responsibility for evaluating your own earning potential as well as executing your own business and services. Your earning potential is entirely dependent on your own products, ideas, techniques; your execution of your business plan; the time you devote to the program, ideas and techniques offered and utilized; as well as your finances, your knowledge and your skill. Since these factors differ among all individuals, the Organisation cannot and does not warrant or make any representations or guarantees regarding your success or income level.

The Organisation does not warrant that use of the materials will be uninterrupted or error free, that defects will be corrected, or that this site, the content, and/or the materials available on this site are free from bugs or viruses or other harmful components. You assume all responsibility for the cost of all necessary repairs or corrections. The Organisation shall not be responsible for any performance or service problems caused by any third party website or third party service provider. Any such problem shall be governed solely by the agreement between you and that provider. Please note that the applicable jurisdiction may not allow the exclusion of implied warranties. Some of the above exclusions may thus not apply to you.

11. In no event shall the Organisation be liable for any special, incidental, indirect, punitive, reliance or consequential damages, whether foreseeable or not, including, but not limited to, damage or loss of property, equipment, information or data, loss of profits, revenue or

goodwill, cost of capital, cost of replacement services, or claims for service interruptions or transmission problems, occasioned by any defect in the site, the content, and/or related materials, the inability to use services provided hereunder or any other cause whatsoever with respect thereto, regardless of theory of liability. This limitation will apply even if the Organisation has been advised or is aware of the possibility of such damages.

12. You agree to indemnify and hold the Organisation and each of its directors, officers employees, and agents, harmless from any and all liabilities, claims, damages and expenses, including reasonable attorney's fees, arising out of or relating to (i) your breach of this Agreement, (ii) any violation by you of law or the rights of any third party, (iii) any materials, information, works and/or other content of whatever nature or media that you post or share on or through the Site, (iv) your use of the Site or any services that the Organisation may provide via the Site, and (v) your conduct in connection with the Site or the services or with other users of the Site or the services. The Organisation reserves the right to assume the exclusive defence of any claim for which we are entitled to indemnification under this Section. In such event, you shall provide the Organisation with such cooperation as is reasonably requested by the Organisation.

13. The provisions of these Terms of Use are for the benefit of the Organisation, its subsidiaries, affiliates and its third party content providers and licensors, and each shall have the right to assert and enforce such provisions directly or on its own behalf.

14. This agreement shall be governed by and construed in accordance with the laws of the State of New South Wales, Australia; without giving effect to any principles of conflicts of law. You further submit to the exclusive jurisdiction of the state and federal courts sitting in Australia. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

15. These Terms of Use may be revised from time to time by updating this posting. You are bound by any such revisions and should therefore periodically visit this page to review the then current Terms of Use to which you are bound.

Online Privacy Policy

Fams (the "Organisation") respects the privacy concerns of the users of its website, yourmlearning.org and the services provided therein (the "Site"). The Organisation thus provides this privacy statement to explain what information is gathered during a visit to the Site and how such information may be used.

Your use of the Organisation's services and this site are also governed by those of Fams, an Australian Business. Please also review the Fams website [Terms of Use](#) which also govern use of this Site.

Use of Information: As a general policy, no personally identifiable information, such as your name, address, or e-mail address, is automatically collected from your visit to the Site. However, certain non-personal information is recorded by the standard operation of the Organisation's internet servers. Information such as the type of browser being used, its operating system, and your IP address is gathered in order to enhance your online experience.

The Site's various mailing lists, downloads, special offers, registration forms, and surveys may request that you give us contact information such as your name, mailing and/or e-mail address, demographic information such as your age and gender, and personal preference information such as your preferred software and interests. Information submitted at the time of submission will be used by the Organisation only as necessary for our legitimate business interests, including without limitation the improvement of our products, services and the contents of the Site. The Organisation may also share such information with our business and promotional partners to further those interests. Personally identifiable information is never sold or leased to any third parties. With your permission, we may use your contact information to send you information about our Organisation and products. You may always opt-out of receiving future mailings as provided below. The Organisation does not store any credit card information it may receive in regard to a specific transaction and/or billing arrangement except as necessary to complete and satisfy its rights and obligations with regard to such transaction, billing arrangement, and/or as otherwise authorized by a user.

The Organisation may disclose user information in special cases when we have reason to believe that disclosing this information is necessary to identify, contact or bring legal action against someone who may be causing injury to or interference (either intentionally or unintentionally) with the Organisation's rights or property, other users of the Site, or anyone else that could be harmed by such activities.

Children Age 16 and Under: The Organisation recognizes the special obligation to protect personally identifiable information obtained from children age 16 and under. AS SUCH, IF YOU ARE 16 YEARS OLD OR YOUNGER, THE ORGANISATION REQUESTS THAT YOU NOT SUBMIT ANY PERSONAL INFORMATION TO THE SITE OR TO THE ORGANISATION. If the Organisation discovers that a child age 16 or younger has signed up on the Site or provided us with personally identifiable information, we will delete that child's identifiable information from our records.

Fams nonetheless encourages parents to go online with their kids. Here are a few tips to help make a child's online experience safer:

- Teach kids never to give personal information, unless supervised by a parent or responsible adult. Includes name, address, phone, school, etc.
- Know the sites your kids are visiting and which sites are appropriate.
- Look for Website privacy policies. Know how your child's information is treated.

Use of Cookies: Cookies are pieces of information that a website transfers to an individual's computer hard drive for record keeping purposes. Cookies make using our Site easier by, among other things, saving your passwords and preferences for you. These cookies are restricted for use only on our Site, and do not transfer any personal information to any other party. Most browsers are initially set up to accept cookies. You can, however, reset your browser to refuse all cookies or indicate when a cookie is being sent. Please consult the technical information relevant to your browser for instructions. If you choose to disable your cookies setting or refuse to accept a cookie, some parts of the Site may not function properly or may be considerably slower.

Malware/Spyware/Viruses: Neither the Organisation nor the Site knowingly permit the use of malware, spyware, viruses, and/or other similar types of software.

Links to External Sites: The Organisation is not responsible for the content or practices of third party websites that may be linked to the Site. The Organisation is also not responsible for any information that you might share with such linked websites. You should refer to each website's respective privacy policy and practices prior to disclosing any information.

Bulletin Boards and Chat Areas: Guests of the Site are solely responsible for the content of messages they post on the Organisation's forums, such as chat rooms and bulletin boards. Users should be aware that when they voluntarily disclose personal information (e.g., user name, e-mail address, phone number) on the bulletin boards or in the chat areas, that information can be collected and used by others and may result in unsolicited messages from other people. You are responsible for the personal information you choose to submit in these instances. Please take care when using these features.

Choice/Opt-Out: The Site may provide you the opportunity to opt-in to receive communications from us at the point where we request information about you. You always have the option of removing your name from any e-mail list in order to discontinue any such future communications. In order to ensure immediate removal from any list, please follow the specific instructions set forth within the communications you receive from the Organisation which you no longer wish to receive. If you are unsuccessful in completing the instructions specified in any such communication, please e-mail us at info@fams.asn.au,

including a copy of the undesired email attached to the request, and state you wish to be removed from the mailing list.

Contact Information for Complaints or Concerns: If you have any complaints or concerns about the Organisation or about this privacy statement, please contact:

Via email: info@fams.asn.au

or

Via regular mail:

Fams
223 Liverpool St, Darlinghurst NSW 2010

Information provided by you via general e-mail inquiries to the Organisation such as your e-mail address is used only to respond to your inquiries in the ordinary course of business, and is never shared with third parties.

Your Acceptance of These Terms: By using the Site, you accept the policies and restrictions set forth in this Online Privacy Policy. If you do not agree to this policy, please do not use the Site. This Online Privacy Policy may be revised from time to time by updating this posting. You are bound by any such revisions and should therefore periodically visit this page to review the then current Online Privacy Policy to which you are bound.

Last Updated: 14/12/2022

DISCLAIMER: This document and all of information contained herein are presented for informational purposes only. Nothing contained herein is intended as legal advice. The receipt or review of any information does not create an attorney-client relationship with Fams nor any attorney associated with Fams. Nothing in this document is intended to be a substitute for legal advice obtained from an attorney licensed in the appropriate jurisdiction.