

Emerging Minds Focus Terms of Use

Agreement

By accessing, or using this Website: focus. emergingminds.com.au (“the Website”), you agree to be bound by these Terms of Use. The Website is owned by the Australian Infant Child Adolescent and Family Mental Health Association Ltd trading as Emerging Minds (‘we or ‘us’). We may decide to amend these Terms of Use from time to time without prior notice to you so we recommend that you keep yourself acquainted with, and review these pages, for any updates from time to time. Any amendments have application to you from the date that the change occurs.

You will not use the Website for any purpose that is unlawful or prohibited by the Terms of Use. By using and registering for an account on this Website you are fully accepting the terms, conditions, warranties and disclaimers contained in this notice. If you do not accept these Terms of Use you should not use this Website. If you decide to stop using this Website after initially accept the Terms of Use, you must immediately stop using the Website, and notify us to remove your account.

What Emerging Minds provides

Emerging Minds is dedicated to advancing the mental health and emotional wellbeing of Australian infants, children, adolescents and their families.

Emerging Minds develops mental health policy, services, interventions, training, programs and resources in response to the needs of healthcare professionals, children and their families. These include online resources, practical resources, online and face-to-face training. We partner with family members, national and international organisations to implement evidence-based practice into the Australian context.

We assist professionals and organisations who work with children, their parents and/or their families to have the skills to identify, assess and support children at risk of mental health conditions. We do this through our various programs including the National Workforce Program which is supported by funding provided by the Australian Government. As a user of this Website you will find the tools, information, or resources available on this Website useful for their purpose.

The contents of this Website do not constitute as advice and should not be relied upon in making or refraining from making, any decision. The Website accepts no liability for any consequences arising from the use of any of the tools, information or resources made available. Information supplied on the Website is not intended as a replacement for professional support a user may need.

License to you

The right to use the Website is provided to you through this license. We retain all ownership and proprietary rights in the Website and hereby grant you the non-exclusive, non-transferable, limited right to use the Website. This license commences upon your acceptance of these Terms of Use and registration of our account continues until termination by us or you.

We have the discretion to terminate your license immediately and without notice if you breach this license and we reserve our rights to take action against you. All rights not specifically granted under these Terms of Use are reserved by us and, as applicable, our licensors. This limited license excludes the right to frame or utilise framing techniques to enclose the Website or any portion of the Website; republish, redistribute, transmit, sell, or license the Website or any content contained in the Website (except as necessary to use the Website); make any use of the Website or any and/or all content other than for personal use; modify, reverse engineer or create any derivative works based upon the Website or any and/or all content; collect account information for the benefit of yourself or another party; use any meta tags or any other hidden text utilising any and/or all Website content; use software robots, spiders, crawlers, or similar data gathering and extraction tools, or take any other

action that may impose an unreasonable burden or load on our infrastructure or server; download any image or content and pass it off as your own, or provide it to a third party or republish or distribute it.

Your license to us

By posting, submitting or otherwise publishing any material to the Website, you are representing that you are the owner of the material, or are making your posting or submission with the express consent of the owner of the material. By submitting or posting any material, you are granting us, a royalty-free, non-exclusive, license to use, copy, modify, transmit, distribute, and publish and display such material on the Website. For more information about what happens to your personal information please review our Privacy Policy.

Our obligations

We reserve the right to make changes to the Website, its operation at any time without prior notice and you confirm that we shall not be liable to you for any such change. We may engage a third party to provide technical assistance with the Website. We will take reasonable steps to ensure the ongoing effective operation and maintenance of the Website and take steps to repair technical issues that arise from within the Website within a reasonable time, insofar as the issues are of a global nature, and do not arise from individual use.

Requirements of use

All users of the Website should be aged 15 years or older, or be supervised by an adult or guardian.

Links to external websites

We include links to third party websites that are controlled and maintained by others. Any link to external websites is not an endorsement of such websites and you acknowledge and agree that we are not responsible for the content or availability of any such websites.

User representations and warranties

All users represent and warrant that all information provided through this Website is true and correct and not false or misleading. Users agree to use the Website in accordance with these Terms of Use, in good faith, and to not bring into disrepute or cause reputational or other damage to us.

You agree that you will not use the Website in a way that is defamatory, fraudulent, unlawful, threatening, intimidating, harassing, disrespectful, inappropriate,

harmful, hateful, abusive, tortious, obscene, invasive of another's privacy, sexist, racist, homophobic, violent or degrading; infringes the intellectual or other proprietary interests of third parties; contains spam, chain letters, pyramid and other such selling and marketing schemes, computer viruses, computer code, files or programs or other harmful components that are designed to interrupt, destroy, change or limit the functionality of the Website, or any other computer software, hardware or other electronic equipment, information which in any way impinges on another user's use or enjoyment of the Website or otherwise breaches or encourages other users to breach these Terms of Use; violates any law; or encourages or incites any other person to engage in any of the above behaviour.

You also agree that you will not:

- Use technology or other means that is not authorised by us to access the Website;
- Use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," to access the Website;
- Attempt to, or introduce viruses or any other computer code, files or programs that may interrupt, destroy or limit the functionality of the Website;
- Gain or attempt to gain unauthorised access to the Website including the networks or user accounts; or
- Attempt to or engage in conduct that damages, disables, overburdens, or impairs the Website, servers or networks.

Limited liability

Without limiting the operation of the Australian Consumer Law, we exclude all conditions, warranties, terms and guarantees otherwise implied by law. Except to the extent required by operation of the law, we have no liability for the use of the Website, the provision of information contained on the Website, any act or actions it undertakes in providing users the opportunity to use the Website or the use of any information contained on the Website, by any persons. We have no liability for any cause of action or damages arising for any act or actions by us in providing the services on this Website. We are not liable to pay for any indirect, economic, special or consequential loss or damage including but not limited to loss of revenue, profit, production, business or claims made against you, regardless of whether such is foreseeable or not. We are not liable for any claims arising from your use of the Website or the services arising from the Website.

Warranties and indemnities

We do not warrant that the functional aspects of the Website will be uninterrupted or error free or that the Website, its content or the server are free of viruses or other harmful components. We maintain current anti-virus software, however, to the extent provided by law, we cannot and do not guarantee against third party interference to the Website. We do not warrant that the Website or its content will be compatible with third party software or hardware. We are not liable for any default or error which occurs as a result of an event or events which are beyond our control.

Users agree to keep us fully indemnified against all or any claims by any person whatsoever for injury, loss or damage suffered in connection with the provision of services through the Website or the use of information contained on this Website and any claim howsoever arising whether in tort or contract for any loss, damage, compensation, failure to deliver, or any delay in the provision of services or information, including but not limited to any special, indirect or consequential loss, loss of profit or revenue, loss of expected savings, loss of business contracts, opportunity costs, loss or reduction of goodwill, and damage to reputation howsoever arising, including all reasonable costs arising from defending a claim arising from use of the Website.

We do not have to have incurred these costs to claim on this indemnity.

Intellectual property rights

We retain all ownership rights over all intellectual property (registered or unregistered) available on the Website, including, but not limited to, source code, audio-visual effects, themes, dialog, settings, artwork, sound effects, musical works, moral rights, blog postings and resource material provided via the Website. We claim copyright over all content on the Website and over all material contained therein, unless otherwise indicated. Where content on the Website is not owned by us, we are licensed or permitted by law to use it.

Relationship

You are accessing and using this Website as an independent third party. You may not claim, or hold yourself out to any person as having any relationship, authority, right or entitlement to represent or act as our agent.

Cancellation by users

Users can stop using the Website at any time or have their account removed upon request.

Concerns and disputes

We welcome feedback about the operation of the Website. If you wish to provide any such feedback, please provide it to:

Mail:
Emerging Minds
PO Box 2077
Hilton SA 5033
Australia
Attention: Privacy Officer

Telephone: (+61) 8 8367 0888
Email: privacy@emergingminds.com.au

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We will endeavour to respond to any complaint or dispute within 20 working days. Please note that if the complaint relates to personal information, a complaints process is included in the Privacy Statement and that process should be used for pursuing such complaints.

Modifications

We may revise these Terms from time to time, and will always post the most current version on our Website. If a revision meaningfully reduces your rights, we will notify you (by, for example, sending a message to the email address associated with your account, posting on a blog or on this page). By continuing to use or access the services after the revisions come into effect, you agree to be bound by the revised Terms.

Breaches of these Terms and Conditions

We reserve the right to take any of the following action if we reasonably suspect that a breach of this Agreement has occurred:

- (a) issue a formal warning;
- (b) suspend or prohibit access to the Website;
- (c) block access to the Website;
- (d) take legal action against you,
- (e) suspend or delete your account, and
- (f) report a matter to law enforcement.

If we suspend or prohibit or block your access to our Website, action taken by you to circumvent suspension or prohibition or blocking will be considered as a further breach of this Agreement.

General

If any provision of this Agreement is invalid under any law, the provision will be deleted from the Agreement and the remaining provisions will remain in full force and effect. This Agreement shall be governed by, and construed in accordance with the laws of South Australia and the parties agree that any claim arising out of this Agreement will be heard in South Australia.

Severability

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be effective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability in such provision in any other jurisdiction.

Contact details

If you wish to contact us about any matter, please do so by:

Mail:
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PO Box 2077
Hilton SA 5033
Australia
Attention: Privacy Officer

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Email: privacy@emergingminds.com.au