



KidsXpress Website Terms of Use

Please read the following terms and conditions (Terms of Use) carefully as they govern your use of this Website. By accessing the KidsXpress website www.kidsXpress.com.au, you agree to these Terms of Use and our <https://kidsxpress.org.au/privacy-policy/>

1. Purpose

This Site has been established to provide information about the provision of KidsXpress services to support those seeking information on early intervention mental health support and to support the work of KidsXpress.

The Site is not intended to be a substitute for professional medical advice, diagnosis or treatment. You should seek the advice of an appropriately qualified healthcare professional before making decisions about your own circumstances. You should not disregard professional medical advice, or delay seeking it, because of any information contained on this Website.

Also see item 8 below.

2. Changes to these terms

We amend these terms from time to time. Every time you wish to use our Site, please check these terms to ensure you understand the terms that apply at that time.

We may update and change our Site from time to time to reflect changes to our products and services, our users' needs and our organisational priorities.

3. You must keep your account details safe

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms of Use.

If you know or suspect that anyone other than you knows your user identification code or password, you must either promptly notify us at info@kidsxpress.org.au OR call us on 02 9380 9220.



4. How you may use material on our Site

We are the owner or the licensee of all intellectual property rights in our Site, including (but not limited to) text, graphics, audio and video files, information architecture and coding. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

Our status (and that of any identified contributors) as the authors of content on our Site must always be acknowledged.

You must not use any part of the content on our Site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our Site in breach of these Terms of Use, your right to use our Site will cease immediately and you must, at our option, return or destroy any hard copies of the materials you have made and not access electronic copies.

If we provide social media features such as the ability to share content, you may take such actions as are enabled by such features.

You must not delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this Site.

5. General Disclaimer

To the extent permitted by law, we will in no way be liable to you or anyone else for any loss or damage, however caused (and whether direct, indirect, consequential or economic) which may be directly or indirectly suffered in connection with use of this Site or websites of other entities which are hyperlinked from this Site.

This general disclaimer is not restricted or modified by any of the following specific warnings and disclaimers.

6. Your visit to our Site

We use cookies (small data files that are stored on your computer) to collect anonymous traffic data and to improve your Site user experience. You can turn off cookies in your browser settings if you do not want them to be active across any digital platform.

All of the information we collect is aggregated and cannot be used to identify you individually. This information is used to measure visitor numbers and to assess how the Site was used in order to maintain its effectiveness.



Our digital platform also uses Google Analytics. This service collects unidentifiable data from users of digital products. This allows us to generate reports to help us understand website traffic and behaviour.

When you look at our Website, our internet service provider may make a record of your visit and logs the following information for statistical purposes only – the user’s server address, the user’s top level domain name (for example .com, .gov, .au, etc), the date and time of the visit to the site, the pages accessed and documents downloaded, the previous site visited, and the type of browser used.

When using any KidsXpress website, app or online application, you consent to Google processing your data as set out in their Privacy Policy, and for the purposes described above. You can opt out of your unidentified data being processed by Google by disabling your cookies, disabling JavaScript, or using Google’s opt-out service.

7. Donations

All donation and fundraising functionality on the Site is supported by E-Way. The terms and conditions of use of E-way are available here <https://www.eway.com.au/about-eway/technology-security/>

8. Do not rely on information on this Site

This Site is provided on an “as is” and “as available” basis, and we make no representations or warranties, express or implied, regarding the operation or availability of the Site.

The content on and functionality of our Site, including the search directory, is provided for general information only. It is not intended to amount to advice on which you should rely.

Although we make reasonable efforts to update the information on our Site, we make no representations, warranties or guarantees, whether express or implied, that the content provided on our Site is accurate, complete or up-to-date.

9. Rules about linking to our Site

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation. The website in which you are linking must comply in all respects with the content standards set out below:

- You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- Our Site must not be framed on any other site, nor may you create a link to any part of our Site other than the home page.
- We reserve the right to withdraw linking permission without notice.



10. NSW Law applies to Disputes

These Terms of Use, their subject matter and their formation, are governed by law of New South Wales. You and we both agree that the courts in New South Wales will have non-exclusive jurisdiction.

11. Prohibited Uses

You may use the Site only for lawful purposes and in accordance with these terms.

DATED December 2020