

Website terms of use

1. General

1.1 This website is owned and operated by Leg Up Learning (ABN 77 168 472 017) ("LUL", "we" or "us").

1.2 "You" or "your" means a user of the website including, in the case of any minor, the minor's parent or guardian.

1.3 Your access to this website is subject to these terms and any additional terms, notices and disclaimers which appear on this website (Terms of Use).

1.4 LUL may alter these Terms of Use from time to time without notice. Your continued use of the website following those changes indicates your acceptance of those changes.

2. Copyright

2.1 All rights (including intellectual property rights such as copyright) in this website, its content and design are owned by or licensed to LUL.

2.2 You may make a temporary copy of part or all of this website for the sole purpose of viewing it, and print a copy for personal use.

2.3 You must not otherwise reproduce, adapt, store, transmit, print, display, publish or create derivative works from any part of the content or design of this website except with LUL's prior written consent or as permitted by applicable copyright legislation.

3. Trade Marks

3.1 All trade marks, trade names, service marks and other product and service names and logos on this website are owned by or licensed to LUL and are protected by applicable trade mark and copyright laws.

4. Disclaimers

4.1 Where possible, care is taken to ensure the accuracy of the information contained on this website. However, LUL cannot accept responsibility for the accuracy or completeness of the information or opinions contained on the website. You should make your own enquiries before making decisions concerning your interests.

5. Usernames and passwords

5.1 We may require you to register a username and password to permit you to access certain sections of the website and associated websites. You are responsible for maintaining the confidentiality and security of your username and password and all use or activity that occurs on your account, including unauthorised use or activity.

5.2 You must promptly notify LUL if there is any unauthorised use of your username or password.

5.3 LUL will not be responsible for any losses arising out of the unauthorised use of your username or password.

6. Linked/third party websites

6.1 This website may contain links to third party websites. These websites are not under the control of LUL and we are not responsible for the condition, the content or currency of any linked websites.

6.2 Links to third party websites are provided solely for your convenience and do not indicate, expressly or impliedly, any endorsement by LUL of the websites or the products or services provided in them. Nor does LUL endorse, approve or recommend the owners or operators of the linked websites.

6.3 You must not create or maintain any link from another website to this website without the prior written consent of LUL.

7. Collection of information and privacy

7.1 LUL may use “cookies” to make a record of your visit to this website and log your visit for statistical and business purposes. Such information may include your server address, domain name, IP address, the date and time of your visit, pages accessed, documents downloaded, previous website visited and the type of browser used. Some of this information may be capable of personally identifying you. Please see the “Cookies” section below for more details.

7.2 LUL may also require you to complete an electronic form on this website and in doing so require you to provide personal information.

7.3 LUL will collect, store, use and disclose personal information in accordance with its privacy policy.

8. Security

8.1 LUL uses security measures with the aim of making all information received from you secure against misuse, loss and unauthorised access, modification and disclosure. However, LUL makes no warranty in respect of its security measures and is not responsible for any misuse, loss and unauthorised access, modification and disclosure of information provided by you to LUL.

8.2 Your access to and use of this website is at your own risk. The internet is not secure and LUL cannot guarantee that the website will be available or fault or virus free.

8.3 LUL is not liable to you or third parties if interference with or damage to your computer system occurs in connection with use of this website or any linked websites.

9. Cookies

9.1 This website uses “cookie” technology to assist in identifying registered users and delivering content specific to your interest. A cookie is a small data file that is stored in the computer's hard drive the first time a computer visits a particular website. A cookie will allow a web site to recognise the computer used to access the web site. Information gathered through cookies may include the date and time of visits, the pages viewed, time spent at this website, and the websites visited just before and just after this website.

9.2 If you do not wish information to be gathered on a cookie you should disable the acceptance of cookies by your web browser. Your Internet Service Provider may be able to assist you with this. However, disabling cookies may affect the ability to use this website.

10. Liability

10.1 The Competition and Consumer Act 2010 (Cth) may confer rights, guarantees and remedies on you in relation to the provision by LUL of goods and services, which cannot be excluded, restricted or modified. LUL does not exclude those rights. All other terms and guarantees and remedies are excluded.

10.2 Your access to and use of this website is at your own risk. To the maximum extent permitted by law and without limiting clause 13.1:

(a) this website is provided on an 'as is' basis and LUL does not warrant, guarantee or make any representation regarding the use, or the results of the use, of the website, including the correctness, accuracy, reliability, completeness or currency of the website or that security of the website will not be breached;

(b) LUL disclaims all warranties and guarantees that the website and its content or any linked websites:

- i. will be free from errors, interruptions to the use of the website, viruses, worms, Trojan horses, bugs or similar components;
- ii. will not interfere with or damage your computer systems; or
- iii. will not infringe the intellectual property rights of third parties; and



(c) LUL will not be liable for any direct, indirect, incidental, consequential, special or exemplary damages, losses, costs or expenses or lost profit, resulting from any use or misuse of this website or the information contained on this website.

10.3 To the maximum extent permitted by law, LUL's liability for breach of any consumer guarantee, which cannot be excluded, is limited at the option of LUL to:

(a) in the case of services supplied or offered by LUL, which are not of a kind ordinarily acquired for personal, domestic or household use or consumption, resupplying or paying the cost of resupplying the service; or

(b) in the case of goods supplied or offered by LUL, which are not of a kind ordinarily acquired for personal, domestic or household use or consumption, replacing, supplying equivalent, repairing or paying the cost of replacing, supplying equivalent, repairing goods.

11. Governing Law

11.1 These Terms of Use are governed by the law applicable in New South Wales.