



About Birth™

## TERMS OF USE ABOUT BIRTH WEBSITE

### *About our Terms of Use*

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These Terms of Use (“Terms”) govern your use of our website located at <http://www.aboutbirth.com.au> (“Site”) and form a binding contractual agreement between you, the user of the Site (“you”) and us, About Birth Pty Ltd (“us” or “About Birth”).

The Terms are important and you should ensure that you read them carefully and contact us with any questions before you use the Site. You can contact us via [termsofuse@aboutbirth.com.au](mailto:termsofuse@aboutbirth.com.au)

By using the Site you acknowledge and agree that you have had sufficient chance to read and understand the Terms and you agree to be bound by them. If you do not agree to the Terms, please do not use the Site.

## Disclaimer

*The information on this Site is intended for general reference purposes only and is not intended as a substitute for medical advice, diagnosis and treatment. Always seek the advice of your physician or other qualified medical or health practitioner for any specific advice. This Site is not intended in any way to provide any specific advice for your situation. Appropriate professional medical advice should be sought before taking any action in relation to any of the subject matter contained in this Site.*

## Content

Information has been drawn from a variety of sources and is made available on the understanding that About Birth is not engaged in rendering professional and/or medical advice.

About Birth makes every reasonable effort to maintain current and accurate information. However, accepts no responsibility for the accuracy or completeness of any material contained in this website and specifically disclaims any liability, loss or risk, personal or otherwise, which is incurred as a consequence, directly or indirectly of the use and application of any of the contents of the Site. Users should obtain any appropriate professional and medical advice relevant to their particular circumstances.

Links to other websites are included for convenience and do not constitute endorsement of material at those sites, or any associated organisation, product or service.

## Affiliate Programs

About Birth may provide fees and/or commissions to third parties for referrals and affiliate programs for products and/or services displayed or made available on the Site or accessible through links on the Site, You acknowledge and consent to us making such payments where relevant.

The listing of a person or organisation in any part of this website in no way implies any form of endorsement by About Birth of the products or services provided by that person or organisation.

There is no warranty that this site will be free of infections by viruses or any other manifesting, contaminating or destructive properties.

## 1. Licence to use Site

- 1.1 We grant you a non-exclusive, worldwide, non-transferable licence to use the Site in accordance with the terms and conditions set out in this Agreement.
- 1.2 You may access and use the Site (including any incidental copying that occurs as part of that use) in the normal manner for six (6) months from the date of purchase of the program for your own personal, non-commercial use.
- 1.3 You must not add any content to the Site:
  - a. unless you hold all necessary rights, licences and consents to do so;
  - b. that would cause you or us to breach any law, regulation, rule, code or other legal obligation;
  - c. that is or could reasonably be considered to be obscene, inappropriate, defamatory, disparaging, indecent, seditious, offensive, pornographic, threatening, abusive, liable to incite racial hatred, discriminatory, blasphemous, in breach of confidence or in breach of privacy;
  - d. that would bring us, or the Site, into disrepute; or
  - e. that infringes the intellectual property or other rights of any person.
- 1.4 The Site contains links to other websites as well as content added by people other than us. We do not endorse, sponsor or approve any such user generated content or any content available on any linked website.
- 1.5 You acknowledge and agree that:
  - a. we retain complete editorial control over the Site and may alter, amend or cease the operation of the Site at any time in our sole discretion; and
  - b. the Site will not operate on a continuous basis, and may be unavailable from time to time (including for maintenance purposes).

## 2. Intellectual Property Rights

- 2.1 Nothing in these Terms constitutes a transfer of any intellectual property rights. You acknowledge and agree that, as between you and us, we own all intellectual property rights in the Site.
- 2.2 By posting or adding any content onto the Site, you grant us a perpetual, non-exclusive, royalty-free, irrevocable, worldwide and transferable right and licence to use that content in any way (including, without limitation, by reproducing, changing, and communicating the content to the public) and permit us to authorise any other person to do the same thing.
- 2.3 You consent to any act or omission which would otherwise constitute an infringement of your moral rights, and if you add any content in which any third party has moral rights, you must also ensure that the third party also consents in the same manner.
- 2.4 The licence in clause 2.3 will survive any termination of these Terms.
- 2.5 You represent and warrant to us that you have all necessary rights to grant the licences and consents set out in clauses 2.2 and 2.3.
- 2.6 You agree that any reproduction of material from this site must be only for personal, non-commercial use and must ensure that About Birth is appropriately acknowledged.

## 3. Warranties

- 3.1 You represent and warrant to us that:
  - a. you have the legal capacity to enter these Terms; and
  - b. you have complied with clause 1.3.

## 4. Termination

- 4.1 These Terms terminate automatically if, for any reason, we cease to operate the Site.
- 4.2 We may otherwise terminate these Terms immediately, on notice to you, if you have breached these Terms in any way.

## 5. Liability

- 5.1 To the full extent permitted by law, we exclude all liability in respect of loss of data, interruption of business or any consequential or incidental damages, any reliance on any information set out in this site.
- 5.2 To the full extent permitted by law, we exclude all representations, warranties or terms (whether express or implied) other than those expressly set out in these Terms.
- 5.3 These Terms are to be read subject to any legislation which prohibits or restricts the exclusion, restriction or modification of any implied warranties, conditions, guarantees or obligations. If such legislation applies, to the extent possible, we limit our liability in respect of any claim to, at our option:
  - a. in the case of goods:
    - i. the replacement of the goods or the supply of equivalent goods;
    - i. the repair of the goods;
    - i. the payment of the cost of replacing the goods or of acquiring equivalent goods; or
    - i. the payment of having the goods repaired, and
  - b. in the case of services:
    - i. the supply of the services again; or
    - i. the payment of the cost of having the services supplied again.

## **6. Refunds Policy**

- 6.1 Please choose carefully as all purchases of the program on the Site are final. We do not give refunds or accept returns if you change your mind once you have purchased the program from the Site unless required in accordance with the Australian Consumer Law. Once you purchase the program and we make it available to you, you are responsible for downloading (if applicable) and confirming your ability to access the Site. Please ensure you have the following system requirements before purchasing.
- 6.2 Once purchased, you bear all risk of loss thereafter, including any loss due to a computer or hard drive malfunction. If you are unable to complete a download or access the Site please check our FAQs or otherwise contact customer service at:  
[member@aboutbirth.com.au](mailto:member@aboutbirth.com.au)

## **7. General**

- 7.1 You must not assign, sub-licence or otherwise deal in any other way with any of your rights under these Terms.
- 7.2 If a provision of these Terms are invalid or unenforceable it is to be read down or severed to the extent necessary without affecting the validity or enforceability of the remaining provisions.
- 7.3 Each party must at its own expense do everything reasonably necessary to give full effect to this Agreement and the events contemplated by it.
- 7.4 This Agreement is governed by the laws of Victoria and each party submits to the jurisdiction of the courts of that State.