

Terms of Use

Acceptance of Terms of Use

This Website is owned and operated by Aasha Pty Ltd ACN 146 726 132 trading as Wahrenoga Long Day Care Centre (“we”, “our” and “us”) for the purpose of providing general information about our day care service and enabling our staff and parent users to access and use our Staff and Parent portals.

Your access to and use of the Website constitutes your agreement with these Terms of Use. These Terms of Use, together with our [Privacy and Confidentiality Policy](#) govern our relationship with you in relation to the Website. If you do not agree to these Terms of Use, you must not use or access the Website.

References to “the Website” includes all the information, text, graphics, services and other data contained or available under the domain name <https://www.wldcc.com.au>.

The information on the Website is subject to change without notice.

Intellectual Property and Prohibitions

All intellectual property in the Website and copyright in the information, text, photographs, graphics, services and other data is owned by or licensed to us. Except as otherwise provided by law, all other use, copying, storage, adaption, reproduction, dissemination, modification, distribution, transmission, republication, display or performance of all or part of the Website is strictly prohibited. No image on the Website is to be copied, disseminated, stored or reproduced under any circumstance.

Links to other websites

This Website may include links to other websites, which are provided for your information only. They do not signify that we endorse the website/s or their content. We have no responsibility for the content of the linked website/s.

Other Restrictions of Use

You must not:

- a. upload anything to the Website that:
 - i. is or could reasonably be considered to be unlawful, obscene, inappropriate, defamatory, disparaging, indecent, seditious, offensive, pornographic, threatening, abusive, liable to incite hatred, discriminatory, blasphemous, in breach of confidence or in breach of privacy;
 - ii. is untrue or inaccurate;
 - iii. is in any way misleading or deceptive;
 - iv. contains viruses, corrupted files, or any similar software programs that may damage the operation of another user’s computer; or
 - v. would otherwise bring the website into disrepute;
- b. use the Website to advertise or offer to sell or buy goods or services for any purpose, unless first authorised by us in writing;
- c. use the Website to conduct or forward surveys, contests, pyramid schemes or chain letters;
- d. use the Website to harvest or otherwise collect information about others, including email addresses;
- e. create a link to the Website or any page on the Website from another website, without first obtaining our written consent; or
- f. use the Website in any manner which is inconsistent with the purpose for which it is provided or in breach of any laws.

Security

The ‘Login’ portals for Parents and Staff on the Website are made available only to our current parents and staff who have requested and received a password to access the ‘Login’ portals. By using these portals, you warrant that you are such a user.

It is also important that you take security measures when using the ‘Login’ portals, including:

- Protecting your personal information, such as user names, passwords, and personal details, by:
 - Not providing details of them to any other person or allowing any other person to use your 'Login'; and
 - Not allowing anyone to see you entering them, and by avoiding public computers and Wifi usage when using your personal information;
- Password security, including using a strong password for your account and not letting your browser save your password;
- Keeping your devices up to date with firewall enabled, anti-malware software, anti-virus software and security updates; and
- Notifying us as soon as possible if you become aware of any security breaches.

We also take a number of security measures to protect your information including:

- We encrypt any information that you provide using the Secure Socket Layer Protocol (SSL), so that only we can decipher your information.
- Our secure web pages display an icon (generally a lock) so you can verify that any information provided via these pages is secure.

Liability

To the maximum extent permitted by law we (including our related directors, officers, employees, agents and contractors) exclude all liability to you or any other persons for any losses, damages, liabilities, claims and expenses (including but not limited to legal costs and defence or settlement costs) whatsoever, whether direct or indirect or consequential, arising out of or relating to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on the Website.

Your use of any information or materials on the Website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this Website meet your specific requirements.

Indemnity

To the maximum extent permitted by law, you agree to indemnify and keep indemnified us and our directors, officers, employees, agents and contractors ("Indemnified Person") against all actions or claims which may be brought against an Indemnified Person by any person for any loss suffered or incurred including any costs that may be incurred as a result of:

- your breach of these Terms of Use;
- your breach of any other legal obligation or law; and
- your acts or omissions in using and accessing the Website (including the Staff or Parent Portal).

Unauthorised use of this website may also give rise to a claim for damages and/or be a criminal offence.

Waiver

Any failure or neglect by us to exercise any right, power or remedy under these Terms of Use shall not be construed or deemed to be a waiver of our rights.

Jurisdiction

The law applicable in the State of New South Wales, Australia will apply to these Terms of Use. You submit to the exclusive jurisdiction of the court and tribunals of the State of New South Wales.