



## Terms of Use Agreement for *fka* Children's Services

Welcome to *fka* Children's Services (*fkaCS*), a website that provides resources and support to education and care services in providing culturally rich environments for children and families. By using our website and services, you agree to be bound by these terms of use, our privacy policy, and the additional terms outlined below.

### 1. License to Use Our Website and Services:

- a. You may use our website and services for professional development, membership, and non-commercial purposes only.
- b. You may not copy, modify, distribute, sell, or lease any part of our website and services without our written consent.
- c. You may not use our website and services for any illegal, harmful, or fraudulent activities, or in any way that violates the rights of others or interferes with the operation of our website and services.

### 2. Intellectual Property Rights:

- a. We own and retain all rights, titles, and interests in and to our website and services, including all content, features, functionality, trademarks, logos, and other intellectual property rights.
- b. You agree to respect our intellectual property rights and not to use our website and services in any manner that infringes, misappropriates, or violates them.

### 3. Child Safety Compliance:

- a. If you submit content to our website, especially content involving or relating to children, you must ensure it is appropriate for all audiences, adhering to our commitment to the Child Safe Standards (Victoria), National Principles for Child Safe Organisation for Child Safe Organisations, and related legislation.

### 4. Disclaimer of Warranties:

- a. Our website and services are provided "as is" and "as available" without express or implied warranties.
- b. We do not warrant that our website and services will be uninterrupted, error-free, secure, or free of viruses or other harmful components.

### 5. Limitation of Liability:

- a. We will not be liable for any damages arising from or relating to your use of or inability to use our website and services.
- b. In no event will our total liability to you exceed the amount paid by you, if any, for accessing or using our website and services.

### 6. Indemnification:

- a. You agree to indemnify, defend, and hold harmless us and our affiliates from and against any claims, liabilities, damages, losses, costs, expenses, or fees arising from using our website and services.

### 7. Governing Law and Jurisdiction:



- a. These terms of use and any dispute or claim will be governed by and construed under the laws of Victoria, Australia.
- b. You agree to submit to the exclusive jurisdiction of the courts of Victoria, Australia, to resolve any such dispute or claim.

**8. Changes to These Terms of Use:**

- a. We may revise and update these terms of use at our sole discretion.
- b. Your continued use of our website and services after posting the revised terms means that you accept and agree to the changes.

**9. Contact Us:**

If you have any questions or comments about these terms of use, please contact us at:

Caroline Woods, Operations and Executive Support Manager  
[fkacs@fka.org.au](mailto:fkacs@fka.org.au)

or

*fka* Children's Services  
 Wurundjeri Woiwurrung Country  
 18 Harper St  
 Abbotsford VIC 3067.

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