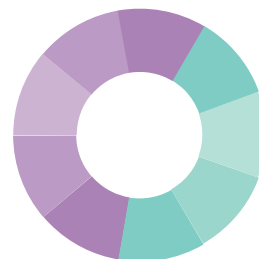


Terms of use

V1.0

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PARENTS
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1. ABOUT THESE TERMS OF USE

These terms apply to all websites that are associated with the Gay Parents Australia™ and Pink Parents Hub™ brands, including the Gay Parents Australia™ corporate website at www.gayparentsaustralia.com.au and the Pink Parents Hub™ website at www.pinkparentshub.com.au (the websites). These websites are owned and operated by Becca Marketing Pty Ltd as trustee for Becca Marketing Trust trading as Gay Parents Australia™ (ABN 50 740 798 709) (we, us, our, or Gay Parents Australia™). Your access to our websites is conditional upon your acceptance and compliance with the terms, conditions, notices and disclaimers contained in this document (collectively known as our terms of use). Your use of, and/or access to, the websites constitutes your agreement to the terms of use. We reserve the right to amend the terms of use at any time. Although we may notify you of any amendment, revision or modification, it is your responsibility to periodically review the terms of use. You agree to be bound by such changes, modifications or revisions as made by us from time to time.

2. OUR SERVICES

We cannot be responsible for any delays or interruptions to our websites. We will use commercially reasonable efforts to minimise delays and interruptions. However, we cannot warrant that our websites will be available at all times or at any given time. We may at any time and without notice to you, discontinue any of our websites in whole or in part. However, we cannot be responsible for any loss, cost, damage or liability that may result from our discontinuance of any of our websites.

3. MEMBERSHIP

If you decide to become a member of any of our websites (including Pink Parents Hub™ at www.pinkparentshub.com.au), then you also agree to our membership terms.

4. PROHIBITED CONDUCT

In relation to any of our websites, you must not:

- conduct any activities or post or transmit, via the website, any information or materials which breach any laws or regulations, infringe a third party's rights, or are contrary to any relevant standards or codes,
- post or transmit any material which interferes with other users or defames, harasses, threatens, menaces, offends or restricts any person or which inhibits any user from using the website or the internet, • send unsolicited email messages,
- in any way tamper with, hinder or modify any of our websites,
- knowingly transmit any viruses or other disabling features to any of our websites or via any of our websites, or
- attempt any of the above acts or facilitate or assist another person to do any of the above acts.

5. INTELLECTUAL PROPERTY

The material on our websites, including the software, design, text, images and graphics comprised in the websites and the selection and layout of the websites are owned or under licence by Gay Parents Australia™ and protected by Australian and International laws. Your use of any of our websites does not grant you a licence or act as a right of use of any of the trademarks or logos, whether registered or unregistered, that are displayed on our websites without the express written permission of the trademark owner. We own the copyright, which subsists in all creative and literary works that are displayed on, or accessed via, our websites. You may view our websites and their contents using your web browser. In visiting any of our websites, you may make a temporary copy of that website by means of the usual operation of your web browser only.

You must not:

- reproduce or use any of the material on any of our websites for commercial purposes, including sale,
- in any way modify the material on our websites, or
- cause any of the material on any of our websites to be framed or embedded in another website.

In summary, you must not modify, copy, reproduce, republish, frame, upload to a third party, post, transmit or distribute any content of any of our websites in any way except as expressly provided for by us or expressly authorised in writing by us. In the event that you do any of the above acts, we will not hesitate to enforce our intellectual property rights against you.

6. THIRD PARTY LINKS

Our websites may contain hyperlinks and other pointers to websites operated by third parties (linked websites). We do not control linked websites and are therefore not responsible for the content of any linked website or any hyperlink contained in a linked website. We provide the hyperlinks for your convenience only and do not indicate, expressly or implicitly, any endorsement, sponsorship or approval by us of a linked website or the products or services offered at linked websites. You visit linked websites entirely at your own risk. We do not provide any warranty or take any responsibility for any aspect of linked websites or their content. You should make your own investigations with respect to the suitability of goods and/or services offered to you via a linked website.

7. INDEMNITY

By using our websites, you agree to indemnify Gay Parents Australia™ from and against all actions, claims, suits, demands, damages, liabilities, costs or expenses (whether in tort or in contract including and without limitation, negligence) arising out of or in any way connected to the use of any of our websites by you.

8. DISCLAIMER

Some legislation such as the *Australian Consumer and Competition Act 2010 (Cth)* and other similar consumer protection laws and regulations in other countries may confer you with rights and remedies relating to the provision of goods or services to you by us via our websites which

cannot be excluded, restricted or modified (your 'Statutory Rights'). We exclude all conditions and warranties implied by custom, law or statute except for your Statutory Rights.

Except for your Statutory Rights and with respect to any of our websites:

- all material on our websites is provided to you without warranties of any kind, either express or implied,
- we expressly disclaim all warranties of any kind including but not limited to warranties of acceptable quality and fitness for a particular purpose,
- we do not warrant that the functions contained in any material on our websites or your access to our websites will be uninterrupted or error free, that any defects will be corrected or that our website or the server which stores and transmits material to you are free of viruses or any other harmful components, and
- we do not warrant or make any representation regarding your access to, or the results of your access to, our websites including correctness, accuracy, timeliness, completeness, reliability or otherwise.

To the extent permitted by law, including but not limited to any act or omission on your part, we will not be liable for any loss, damage, costs or expense whether direct, indirect, incidental, special and/or consequential, including loss of profits, suffered by you or claims made against you which result from any use or access of, or any inability to use or access, our websites. You expressly acknowledge that we do not exert control over users of the Internet and we are not liable for damage suffered by you, either directly or indirectly, as a result of your access to any of our websites.

9. LIMITATION OF LIABILITY

To the extent permitted by law, our liability for breach of any implied warranty or condition, which cannot be excluded by the Terms of use, is limited, at our option, to one or more of the following:

In the case of services supplied or offered by us:

- the resupply of the services, or
- the payment of the cost of having the services resupplied.

In the case of goods supplied or offered by us:

- the replacement of the goods or the supply of equivalent goods,
- the repair of such goods,
- the payment of the costs of replacing the goods or acquiring equivalent goods, or
- the payment of the costs of having the goods repaired.

10. PRIVACY

By agreeing to and accepting these terms of use, you also agree to our privacy policy.

11. TERMINATION

These terms of use are effective until terminated by us, which we may do at any time and without notice to you. In the event of termination, all restrictions imposed on you by the terms of use and limitations of liability set out in the terms of use will survive.

12. MISCELLANEOUS

We rely upon your continued observance of the terms of use. If we suffer loss or damage or incur any costs associated with any breach by you of the terms of use or any associated legal obligation, you agree to indemnify us for those losses, damages and costs. We do not make any claims that the information is appropriate or may be downloaded in all areas, countries or jurisdictions. Access to the information contained in any of our websites may not be legal by certain persons or in certain countries. If you access any of our websites, you do so at your own risk and you are responsible for compliance with the laws of your jurisdiction. If any provision of the terms of use is found to be invalid or unenforceable by a Court of Law, such invalidity or unenforceability will not affect the remainder of the document, which will continue in full force and effect. All rights not expressly granted in the terms of use are reserved. If we do not act in relation to a breach of the terms of use by you, this does not waive our rights to act with respect to subsequent or similar breaches of the terms of use by you.

13. APPLICABLE LAW

These terms of use are governed by and construed in accordance with the laws of Queensland, Australia. You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the Courts of Queensland and Courts of Appeal from them for determining any dispute concerning the terms of use.

14. CONTACTING US

Thank you for taking the time to observe our terms of use. If you have any questions about these terms please contact us.

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