

## **Terms of Use for the KidsWantU mobile application**

Effective Date: 1 May 2022

This Terms of Use document covers Express2Fun Pty Ltd, also known as KidsWantU, based in Queensland, Australia, ABN 36 611 579 983.

### **Terms of Use**

Please carefully read these terms and conditions of use ('**Terms**') for download, installation, display and use of the KidsWantU mobile application ('**App**') before you download, install, display or use the App.

Using, browsing and/or reading the App signifies that you have read, understood and agree to be bound by the Terms. If you disagree with the Terms, you must cease using the App or any of its products or services.

KidsWantU reserves the right to review and change any of the Terms by updating this page at its sole discretion. When KidsWantU updates the Terms, it will use reasonable endeavours to provide you with notice of updates of the Terms. Any changes to the Terms take immediate effect from the date of their publication.

### **KidsWantU App**

The KidsWantU App is owned and operated by Express2Fun Pty Ltd, trading as KidsWantU. Access to and use of the App, or any of its associated products or services, is provided by KidsWantU (the '**Provider**')

The Provider reserves the right to amend, modify, add, delete, and make corrections to the Terms of Use or update the App to incorporate new Terms of Use without notice. All changes are effective from the date they are posted. Your continued use of the App will constitute your acceptance of the variation of the Terms. It is your responsibility to ensure you are aware of any changes to these Terms each time you utilise the App.

### **Acceptance of the Terms**

By downloading, installing, displaying, browsing or using the App, you indicate that you accept these Terms of Use and agree to abide by them as a legally binding agreement between you and us.

Your download, installation or use of the App constitutes your acceptance of these Terms of Use which take effect on the date on which you download, install, display or use the App.

You may also accept the Terms by clicking to accept or agree to the Terms where this option is made available to you by KidsWantU in the user interface.

Suppose you do not agree with these Terms of Use. You must cease downloading, installing, displaying or using the App immediately.

### **App Account**

The User must register for an account within the App (the '**Account**') to access the App contents. This once-off registration will enable personal customisation, communication, and App updates within the confines of the KidsWantU Privacy Policy and the Terms

As part of the registration process, or as part of your continued use of the App, you may be required to provide personal information about yourself (such as identification, contact details, social media account), including one or more of the following:

- your name, email address, password
- your Facebook Account
- your Apple Account
- your Google Account

You warrant that any information you give to KidsWantU when completing the registration process will always be accurate, correct and up to date. Once you have completed the registration process, you will be a registered User of the App ('User') and agree to be bound by the Terms.

### **Use of the App**

You may download the App to view, use and display the App on your mobile device for your personal use only. You may use the App to view information and material provided by us and access the KidsWantU content and your history of use. You may not use the App for any other purpose.

You acknowledge that you have no rights in the App or technology used or supported by the App other than the right to use the App under the terms of this Agreement.

The App is currently available to mobile devices running the Apple iOS or Android OS. You must have a mobile device with paid access to a mobile phone provider to access the App. The App is free to download however your provider's rates and fees may apply for accessing and downloading information within the App.

You agree to sending you communications via email ('**Email Notifications**'). You acknowledge and agree that receipt of Email Notifications is dependent on the operation of your mobile device provider and the service of the mobile device provider. We will not be responsible or liable for any costs or damages incurred by you not receiving Email Notifications or by the insufficient operation of your mobile device, mobile network and mobile phone company.

You may opt out of receiving Email Notifications at any time by clicking the 'Unsubscribe' link that appears at the base of our Email Notifications.

### **Your obligations as a User**

As a User, you agree to comply with the following:

- you will not share your profile with any other person
- you will use the Apps only for purposes that are permitted by the Terms
- you have sole responsibility for protecting the confidentiality of your password and/or email address. Use of your password by any other person may result in the immediate cancellation of the App services
- any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to immediately notify KidsWantU of any unauthorised use of your password or email address or any breach of security of which you have become aware
- you must not expressly or impliedly impersonate another User or use the profile or password of another User at any time
- access and use of the App are limited, non-transferable and allow for the sole use of the App by you
- you will not use the App in connection with any commercial endeavours except those that are specifically endorsed or approved by the management of KidsWantU
- you will not use the App for any illegal and/or unauthorised use which includes collecting email addresses or other information by electronic or other means to send unsolicited email or unauthorised framing of, or link to the App
- you agree that unauthorised commercial advertisements, affiliate links and other forms of solicitation will result in termination of access to the App
- appropriate legal action may be taken by KidsWantU for any illegal or unauthorised use of the App
- you acknowledge and agree that any automated use of the App is prohibited.

### **Our obligations as a Provider**

The Provider stores the User's email address or other registration information securely within the confines of the KidsWantU Privacy Policy.

This information enables communication towards customisation and application updates of the KidsWantU App held within the User's mobile device.

The Provider complies with all aspects of the KidsWantU Privacy Policy information in compliance with the Australian Privacy Principles contained in the Australian Privacy Laws (Privacy Act 1988 (Cth), and to the extent applicable, with the EU General Data Protection Regulation (GDPR) and any replacement legislation or regulation or guidelines and standards governing the use, storage, or transmission of personal data.

### **Termination**

- we may cancel or suspend use of the App at any time, with or without notice, if you have breached the Terms
- we reserve the right to cease operating the App at any time, without notice, and to terminate this Agreement
- on termination for any reason, you must immediately delete or remove the App from any and all mobile devices, immediately destroy all copies of the App in your possession or control and certify, if we so request, confirmation that you have eliminated the copies of the App
- at any time, you may terminate this Agreement by deleting the App from all mobile devices on which you installed the App

### **Copyright and Intellectual Property**

The App, contents and all of the related products of KidsWantU are subject to copyright. The material on the App is protected by copyright under the laws of Australia and through international treaties.

Unless otherwise indicated, all rights and copyright in the compilation of the App (including but not limited to text, graphics, logos, button icons, video images, audio clips, application, code, scripts, design elements and interactive features) are owned or controlled for these purposes. They are reserved by KidsWantU or its approved stakeholders

All trademarks, service marks and trade names are owned, registered and/or licensed by KidsWantU, which grants Users permission to:

- use the App according to the Terms
- copy and store the App and the material contained in the App in your device's cache memory
- where applicable, copy or print pages from the App for your own personal and non-commercial use

KidsWantU does not grant you any other rights whatsoever concerning the App. All other rights are expressly reserved by KidsWantU.

You may not, without the prior written permission of KidsWantU and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the App and contents for any purpose unless otherwise provided by these Terms. This prohibition does not extend to materials on the App which are freely available for re-use or are in the public domain.

Where you broadcast, publish, upload, transmit, post or distribute information or content based on or from the App. You grant to KidsWantU a non-exclusive, transferable, perpetual, royalty-free, irrevocable, worldwide licence to broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change your Content.

### **Limitation of Liability**

KidsWantU will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet any applicable consumer guarantee)

Use of the App is at your own risk. Everything on the App is provided to you "as is" and "as available" without warranty or condition of any kind.

None of the affiliates, directors, officers, employees, agents, contributors and licensors of KidsWantU makes any express or implied representation or warranty about the App. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:

- failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or another harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records

- the accuracy, suitability or currency of any information on the App or any related products (including third party material or any advertisements on the App)
- costs incurred as a result of you using the App

This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

### **Competitors**

If you are providing similar services to Users for commercial gain, whether business or domestic, then you are a competitor of KidsWantU.

Competitors are not permitted to use or access any information or content on our App. If you breach this provision, KidsWantU will hold you fully responsible for any loss we may sustain and hold you accountable for all profits you might make from such a breach.

### **Questions and contact details**

Should you have any questions regarding these Terms of Use, please contact our KidsWantU App administrator by emailing: [admin@kidswantu.com](mailto:admin@kidswantu.com)