

**Please read these terms and conditions carefully before using this site**

## **TERMS AND CONDITIONS OF WEBSITE USE**

Welcome to Millennium Kids Inc. These are our Terms & Conditions for use of Millennium Kids which you may access in several ways, including but not limited to the web, PDAs, mobile phones and RSS feeds. These Terms & Conditions apply whenever you access Millennium Kids Inc, regardless of how you access Millennium Kids Inc.

### **Use of this site**

1. The Publisher, as set out at the end of these terms (MKI), is the owner and operator of this Site.
2. Each user of this Site (User or you) agrees to be bound by these terms. Your use of and access to this Site indicates your acceptance of and agreement with these terms, as they exist at the time of use.
3. MKI may amend these terms at any time by posting changes on the Site. If you use the Site (other than to review the amended terms) after a notice of change has been provided, you will be deemed to have accepted the new terms. MKI will include on the Site the date on which it last made amendments to these terms.

### **Content and functionality of the Site**

4. MKI may alter, suspend or discontinue the Site and/or its functionality and/or the content made available through the Site at any time, with or without notice to Users, and, to the full extent permitted by law and subject to the remainder of these Terms and Conditions, MKI will not be liable to any User or to any third party should it exercise such rights.
5. In some circumstances the Site will allow Users to access and download certain content onto your device(s). Some such content may not be available at all times in the future for subsequent download and MKI will have no liability to you in such circumstances subject to the remainder of these terms.

### **6. Your account and password**

In order to register for an account on our Sites you must be aged 18 or over at the point of registration or be 13 or older and have your parent or guardian's consent to register for an account on our Sites. You must (or your parent or guardian acting on your behalf) have the power to enter a binding contract with us and not be barred from doing so under any applicable laws.

If you choose, or you are provided with, any user identification code, password or any other piece of information as part of our security procedures

to set up an account, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with applicable law or any of the provisions of these terms of use and/or if we believe that your account is being used in an unauthorised or fraudulent manner.

If you know or suspect that anyone other than you knows your user identification code or password you must promptly notify us at [info@millenniumkids.com.au](mailto:info@millenniumkids.com.au) . Following such notification you may be required to set up a new account with a new identification code and/or password.

### **Intellectual Property**

7. All intellectual property in relation to content on this Site belongs to MKI or its licensors, advertisers or affiliates. You obtain no interest in that intellectual property. All content on this Site is protected by Australian and international copyright and other intellectual property laws. You may not do anything which interferes with or breaches those laws or the intellectual property rights in the content.

8. You may download and view content or print a copy of material on this Site for personal, non-commercial use provided you do not modify the content in any way (including any copyright notice). All rights not expressly granted under these terms of use are reserved by MKI. Unless expressly stated otherwise, you are not permitted to copy, or republish anything you find on the Site without the copyright or trademark owners' permission.

9. The logos of the Site are trademarks of MKI or its related bodies corporate. Other trademarks may be displayed on the Site from time to time. These may belong to third parties. Nothing displayed on the Site should be construed as granting any licence or right of use of any logo, trademark or masthead displayed on the Site, without the express written permission of the relevant owner.

### **Liability & Indemnity**

10. MKI does not exclude any rights and remedies in respect of goods or services under the Australian Consumer Law in the Competition and Consumer Act 2010 (ACL) or equivalent State or Territory legislation which cannot be excluded, restricted or modified. MKI otherwise excludes all rights, remedies, guarantees, conditions and warranties in respect of goods or services from your use of the Site whether based in statute, common law or otherwise to the extent permitted by law. To the fullest extent permitted by

law, including the ACL, the following provisions apply. : a) MKI does not warrant the accuracy of the content which you access through this Site. The content is provided to you "as is" and on an "as available" basis and on the condition that you undertake all responsibility for assessing the accuracy of the content and rely on it at your own risk. All content which you access through this Site may be changed at MKI' sole discretion and without notice. b) MKI will have no responsibility or liability in relation to any loss or damage that you incur, including damage to your software or hardware, arising from your use of or access to this Site. MKI does not warrant that functions of this Site or which you access through this Site, such as hyperlinks, will be uninterrupted or error free, that defects will be corrected, that there will be no technical problems which prevent or unreasonably delay delivery of the Site or any content which ought to be accessible through the Site, or that MKI or the server that makes it available, are free of viruses or bugs.

11. Where permitted under local law, including the ACL, liability of MKI, for any breach of a term or condition implied by law is limited at MKI' discretion, to the supply of any service again or the payment for the cost of having any service supplied again. However, MKI cannot limit its liability in this manner if you establish that it would not be fair or reasonable for MKI to do so.

### **Third Party Content & Links**

12. This Site may include third party content which is subject to that third party's terms and conditions of use. Nothing on this Site should be construed as granting any licence or right for you to use that content.

13. This Site may include links to third party sites which are not related to MKI and in relation to which MKI has no control or interest. The appearance of those links on this Site does not indicate any relationship between MKI and that third party or any endorsement by MKI of that third party, its site or the products or services which it is advertising.

### **Contributing Content**

14. When you submit content to MKI in any format, including any text, photographs, graphics, video or audio, you grant MKI a non-exclusive, royalty-free, perpetual licence to publish, transmit or otherwise use that content in our published materials, now and in the future and to attribute you, using the details you have provided to us, as the author/provider of that content.

15. MKI reserves the right not to use the content you submit.

16. You warrant that you have all of the necessary rights, including copyright, in the content you contribute, that your content is not defamatory and that it does not infringe any law.

17. You indemnify MKI against any and all legal fees, damages and other expenses that may be incurred by MKI as a result of a breach of the above warranty.

18. You waive any moral rights in your contribution for the purposes of its submission to and use by MKI in accordance with these terms.

### **General**

19. Users must not use this site for any purpose or in any way, which is unlawful.

20. These terms shall be governed by and interpreted in accordance with the laws of the state or territory set out below.

21. Responsibility for all content is taken by the editor at the address set out below.

MKI Publisher and Editor: - millenniumkids.com.au  
3/256 Adelaide Tce, Perth WA 6000

**Last updated: 30 September 2019**