

Website Terms of Use

1. Overview

- 1.1 This website is operated by **BEELIEVE PAEDIATRIC THERAPY PTY LTD ACN 666 492 351** (referred to as "**we**" and "**our**" and "**us**"). We offer this website, including all information, tools and services available from this website to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.
- 1.2 By visiting our website and/or completing online forms, you engage in our "**Services**" and agree to be bound by the following terms and conditions ("**Terms of Use**", "**Terms**"), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Use apply to all users of the website, including without limitation users who are browsers, vendors, customers, merchants, and/or contributors of content.
- 1.3 Please read these Terms of Use carefully before accessing or using our website. By accessing or using any part of the website, you agree to be bound by these Terms of Use. If you do not agree to all these Terms of Use, then you may not access the website or use any Services. If these Terms of Use are considered an offer, acceptance is expressly limited to these Terms of Use.
- 1.4 Any new features or tools which are added to the current website will also be subject to the Terms of Use. You can review the most current version of the Terms of Use at any time on this page. We reserve the right to update, change or replace any part of these Terms of Use by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

2. General conditions

- 2.1 We reserve the right to refuse Services to anyone for any reason at any time.
- 2.2 You understand that your content (not including credit card information), may be transferred unencrypted and involve:
 - (a) transmissions over various networks; and
 - (b) changes to conform and adapt to technical requirements of connecting networks or devices.
- 2.3 Credit card information is always encrypted during transfer over networks.
- 2.4 You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Services, use of the Services, or access to the Services or any contact on the website through which the Services are provided, without express written permission by us.
- 2.5 The headings used in these Terms of Use are included for convenience only and will not limit or otherwise affect these Terms.

3. Accuracy, completeness and timeliness of information

- 3.1 We are not responsible if information made available on this website is not accurate, complete or current. The material on this website is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this website is at your own risk.

- 3.2 We have made every effort to display as accurately as possible the colours and images of our products that appear on our online the store. We cannot guarantee that your computer monitor's display of any colour will be accurate.
- 3.3 This website may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this website at any time, but we have no obligation to update any information on our website. You agree that it is your responsibility to monitor changes to our website.

4. Optional tools

- 4.1 We may provide you with access to third-party tools (such as online ordering facilities) over which we neither monitor nor have any control nor input.
- 4.2 You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We will have no liability whatsoever arising from or relating to your use of optional third-party tools.
- 4.3 Any use by you of optional tools offered through the website is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).
- 4.4 We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services will also be subject to these Terms of Use.

5. Third-party links

- 5.1 Certain content, products and services available via our Services may include materials from third-parties. Third-party links on this website may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.
- 5.2 We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

6. User comments, feedback and other submissions

- 6.1 If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, "**comments**"), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and will be under no obligation:
- (a) to maintain any comments in confidence;
 - (b) to pay compensation for any comments; or
 - (c) to respond to any comments.
- 6.2 We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion is unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Use.

6.3 You agree that your comments will not violate any right of any third-party, including copyright, trade mark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libellous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Services or any related website.

6.4 You may not use a false email address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

7. Personal information

7.1 Your submission of personal information through this website is governed by our [Privacy Policy](#).

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8. Errors, inaccuracies and omissions

8.1 Occasionally there may be information on our website or in the Services that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Services or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

8.2 We undertake no obligation to update, amend or clarify information in the Services or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Services or on any related website should be taken to indicate that all information in the Services or on any related website has been modified or updated.

9. Prohibited uses

9.1 In addition to other prohibitions as set out in these Terms of Use, you are prohibited from using the website or its content:

- (a) for any unlawful purpose;
- (b) to solicit others to perform or participate in any unlawful acts;
- (c) to violate any international, federal, provincial or State regulations, rules, laws, or local ordinances;
- (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others;
- (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
- (f) to submit false or misleading information;
- (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Services or of any related website, other websites, or the internet;
- (h) to collect or track the personal information of others;
- (i) to spam, phish, pharm, pretext, spider, crawl, or scrape;

- (j) for any obscene or immoral purpose; or
- (k) to interfere with or circumvent the security features of the Services or any related website, other websites, or the internet.

9.2 We reserve the right to terminate your use of the Services or any related website for violating any of the prohibited uses.

10. Online store

10.1 If you intend to purchase any goods or services from this website, then such purchase will be governed by a separate set of terms and conditions which we will provide to you prior to placing an order.

10.2 We reserve the right, but are not obligated, to limit the sales of our products or services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis.

10.3 We reserve the right to limit the quantities of any products or services that we offer.

10.4 We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

10.5 Prices for our products are subject to change without notice.

10.6 We reserve the right at any time without notice to modify or discontinue the products we offer.

11. Disclaimer of warranties and limitation of liability

11.1 We do not guarantee, represent or warrant that your use of our Services will be uninterrupted, timely, secure or error-free.

11.2 We do not warrant that the results that may be obtained from the use of the Services will be accurate or reliable.

11.3 You agree that from time to time we may remove the Services for indefinite periods of time or cancel the Services at any time, without notice to you.

11.4 You expressly agree that your use of, or inability to use, the Services is at your sole risk. The Services are (except as expressly stated by us or if cannot be excluded by law) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

11.5 In no case will we, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of the Services, or for any other claim related in any way to your use of the Services, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the Services or any content posted, transmitted, or otherwise made available via the Services, even if advised of their possibility. Because some States or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such States or jurisdictions, our liability will be limited to the maximum extent permitted by law.

12. Intellectual property, software and content

12.1 The intellectual property rights in all software and content (including photographic images) made available to you on or through this Website remain our property or the property of our licensors and are protected by copyright laws and treaties all around the world. All such rights are reserved by us and our licensors. You may store, print and display the content supplied solely for your own personal use. You are not permitted to publish, manipulate, distribute or otherwise reproduce, in any format, any of the content or copies of the content supplied to you or which appears on this Website nor may you use any such content in connection with any business or commercial enterprise.

13. Indemnification

13.1 To the full extent permitted by law, you agree to indemnify us, defend and hold us harmless, and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable solicitor's fees, made by any third-party due to or arising out of your breach of these Terms of Use or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

14. Severability

14.1 If any provision (or part of a provision) of these Terms of Use is determined to be unlawful, void or unenforceable, it will nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion will be deemed to be severed from these Terms of Use. Such determination will not affect the validity and enforceability of any other remaining provisions.

15. Termination

15.1 These Terms of Use are effective unless and until terminated by either you or us. You may terminate these Terms of Use at any time by notifying us that you no longer wish to use our Services, or when you cease using our website.

15.2 If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Use, we also may terminate the agreement formed by these Terms and Conditions at any time without notice and you will remain liable for all amounts due up to and including the date of termination, and/or accordingly we may deny you access to our Services (or any part thereof).

15.3 The obligations and liabilities of the parties incurred prior to the termination date will survive the termination of the agreement formed by these Terms of Use for all purposes.

16. Entire agreement

16.1 The failure of us to exercise or enforce any right or provision of these Terms of Use will not constitute a waiver of such right or provision.

16.2 These Terms of Use and any policies or operating rules posted by us on this website or in respect to the Services constitutes the entire agreement and understanding between you and us and govern your use of the Services, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Use).

16.3 Any ambiguities in the interpretation of these Terms of Use will not be construed against the drafting party.

17. Governing law

17.1 These Terms of Use and any separate agreements whereby we provide you Services will be governed by and construed in accordance with the laws of the State of Queensland, Australia. The parties submit to the exclusive jurisdiction of the courts of that State.

18. Changes to Terms of Use

- 18.1 You can review the most current version of the Terms of Use at any time at this page.
- 18.2 We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Use by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Services following the posting of any changes to these Terms of Use constitutes acceptance of those changes.

19. Contact information

- 19.1 If you have any questions about our Terms of Use, please [contact us](#).

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