

# YLab Terms of Use

## APPLICATION

The Foundation for Young Australians (trading as YLab) (ABN 26 092 744 968) (referred to as **we, us** and **our**) operates the website: [www.ylab.global/learning](http://www.ylab.global/learning) ("**Website**").

These terms of use ("**Terms**") form the entire agreement and understanding between us and the individual, organisation or other entity (referred to as **you** or **your**) regarding your access to the Website and the learning modules made available via the Website ("**Learning Modules**").

By accessing the Website, you are deemed to have accepted these Terms.

## COMPANIES AND OTHER ENTITIES

If you are accepting these Terms on behalf of a company or other organisation ("**Organisation**"), you represent and warrant that you have the power and authority to do so.

These Terms form a binding agreement between us and the Organisation and us and each person accessing or using the Website and the Learning Modules on behalf of the Organisation (each a "**User**"). You must ensure each User has read and accepted these Terms.

## MINORS

IF YOU ARE UNDER THE AGE OF 18 YEARS, YOU MUST REVIEW THESE TERMS WITH YOUR PARENT OR LEGAL GUARDIAN TO MAKE SURE THAT YOU AND YOUR PARENT OR LEGAL GUARDIAN UNDERSTAND AND ACCEPT THESE TERMS.

Your parent or guardian must agree to:

- (a) exercise supervision over your use of the Website and the Learning Modules;
- (b) ensure that the content and information that you may encounter is suitable for you;
- (c) ensure the accuracy and truthfulness of all information submitted by you;
- (d) provide all consents and payments required under these Terms on your behalf; and
- (e) assume all liabilities resulting from your use of the Website and the Learning Modules;

We may ask you to confirm that you have your parent's or guardian's permission and that they have agreed to these Terms on your behalf, and, even if we do not do this, we will assume that this is the case and will provide access to the Website and the Learning Modules on this basis.

## PAYMENT

Before accessing a Learning Module, you must pay the fee (if any) notified on the Website ("**Fee**").

Unless otherwise stated, all amounts are exclusive of Goods and Services Tax (GST). GST will be specified and charged where applicable. All amounts are expressed in Australian dollars.

All Fees must be paid by Credit Card, PayPal or Stripe. Our pricing structure or payment methods may be amended from time to time at our sole discretion.

## ACCESS LICENCE

We grant you a non-exclusive non-transferable revocable limited licence to access the relevant Learning Module for the purpose of personal study and no other purpose. For paid Learning

Modules, this licence will commence on the date the Fee (if any) is received by us and continue for a period of 90 days unless access is terminated earlier in accordance with these terms.

Except as expressly permitted above, you must not reproduce, distribute, display, sell, lease, transmit, create derivative works from, translate, modify, reverse-engineer, disassemble, decompile or otherwise exploit the Website or the Learning Modules without our express prior consent in writing.

You may not make any commercial use of any information provided on the Website or the Learning Modules or make any use of the Website or the Learning Modules for the benefit of another business without our express prior consent in writing.

### **COPYRIGHT AND INTELLECTUAL PROPERTY**

Unless otherwise indicated, we own or license from third parties all rights, title and interest (including copyright, designs, patents, trademarks and other intellectual property rights) in the Website and in all of the material (including all text, graphics, logos, audio and software) made available via the Website ("**Content**").

Any unauthorised reproduction or redistribution of the Website or the Content is prohibited and may result in civil and criminal penalties. In addition, you must not copy the Content to any other server, location or support for publication, reproduction or distribution is expressly prohibited.

All other use, copying or reproduction of the Website, the Content or any part of it is prohibited, except to the extent permitted by law.

### **LINKS**

The Website may contain links to websites operated by third parties. Those links are provided for convenience and may not remain current or be maintained. Unless expressly stated otherwise, we do not endorse and are not responsible for the content on those linked websites and have no control over or rights in those linked websites.

### **PROHIBITED USE**

You must not do, or attempt to do, anything that interferes with our rights to the Website or the Learning Modules; circumvents or disables any feature of the Website or the Learning Modules or undermines the security or integrity of the Website or the Learning Modules.

### **ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION**

The information on the Website is not comprehensive and is intended to provide a summary of the subject matter covered. While we use all reasonable attempts to ensure the accuracy and completeness of the information on the Website, to the extent permitted by law, including the Australian Consumer Law, we make no warranty regarding the information on the Website. You should monitor any changes to the information contained on the Website.

We are not liable to you or anyone else if interference with or damage to your computer systems occurs in connection with the use of the Website or a linked website. You must take your own precautions to ensure that whatever you select for your use from the Website is free of viruses or anything else (such as worms or Trojan horses) that may interfere with or damage the operations of your computer systems.

We may, from time to time and without notice, change or add to the Website (including the Terms) or the information, products or services described in it. However, we do not undertake to keep the

Website updated. We are not liable to you or anyone else if errors occur in the information on the Website or if that information is not up-to-date.

### **AUSTRALIAN CONSUMER LAW**

IN AUSTRALIA, OUR GOODS AND SERVICES COME WITH GUARANTEES THAT CANNOT BE EXCLUDED UNDER THE AUSTRALIAN CONSUMER LAW. NOTHING IN THESE TERMS AND CONDITIONS PURPORTS TO MODIFY OR EXCLUDE THE CONDITIONS, WARRANTIES AND UNDERTAKINGS, AND OTHER LEGAL RIGHTS, UNDER THE AUSTRALIAN COMPETITION AND CONSUMER ACT AND OTHER LAWS. ANY AND ALL OTHER WARRANTIES OR CONDITIONS WHICH ARE NOT GUARANTEED BY THE AUSTRALIAN CONSUMER LAW OR THE COMPETITION AND CONSUMER REGULATION 2010 ARE EXPRESSLY EXCLUDED WHERE PERMITTED, INCLUDING LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OR CONDITION.

### **WARRANTIES AND DISCLAIMERS**

To the maximum extent permitted by law, including the Australian Consumer Law, we make no warranties or representations about the Website or the Learning Modules, including but not limited to warranties or representations that they will be complete, accurate or up-to-date, that access will be uninterrupted or error-free or free from viruses, or that the Website will be secure.

We reserve the right to restrict, suspend or terminate without notice your access to the Website, any Learning Module, or any feature of the Website at any time without notice and we will not be responsible for any loss, cost, damage or liability that may arise as a result.

### **LIABILITY**

To the maximum extent permitted by law, including the Australian Consumer Law, in no event shall we be liable for any direct and indirect loss, damage or expense – irrespective of the manner in which it occurs – which may be suffered due to your use of the Website or the information or materials contained on it, or as a result of the inaccessibility of the Website or the fact that certain information or materials contained on it are incorrect, incomplete or not up-to-date.

### **INDEMNITY**

You indemnify us from and against any and all claims, liabilities, suits, actions and expenses, including costs of litigation and reasonable legal costs, arising from or in connection with: (i) any breach of these Terms; (ii) or any misuse of the Website or Learning Modules.

### **CANCELLATION**

We may immediately cancel your access to the Website or any Learning Module at any time and without notice if, in our opinion, you have breached these Terms.

### **NOTICES**

Any notice under or in connection with these Terms has no effect unless it is in writing. Notices to you may be sent to the address or email last notified and are deemed received two (2) days after sending. Notice to us must be sent to GPO Box 239, Melbourne Victoria 3001 marked "Attention: General Counsel".

### **MISCELLANEOUS**

**(ENTIRE AGREEMENT)** These Terms are the entire agreement and understanding between you and us on everything connected with your use and access to the Website and the Learning Modules and supersedes any prior agreements or understandings.

**(FURTHER ASSURANCES)** You must do all things (including deliver any document) necessary or desirable to give full effect to these terms.

**(ASSIGNMENT)** These Terms are personal to you. You must not assign or deal with the whole or any part of your rights or obligations under these Terms without our prior written consent. Any purported dealing in breach of this clause has no effect.

**(VARIATION)** An amendment or variation to these Terms is not effective unless it is in writing and signed by us. From time to time we may update these Terms by publishing the updated Terms on the Website.

**(COSTS)** You must pay all costs and expenses associated with your use and access to the Website and any Learning Modules.

**(SEVERANCE)** If a provision in these Terms is wholly or partly void, illegal or unenforceable in any jurisdiction that provision or part must, to that extent, be treated as deleted from these Terms for the purposes of that jurisdiction. This does not affect the validity or enforceability of the remainder of the provision or any other provision of these Terms.

**(WAIVER)** A failure or delay to exercise a power or right under these Terms does not operate as a waiver of that power or right. A waiver is not effective unless it is in writing.

A waiver of a power or right does not preclude its exercise in the future or constitute a waiver of any other power or right.

**(JURISDICTION AND GOVERNING LAW)** Your use of the Website and these Terms are governed by the law of Victoria and you submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in Victoria.

### **Contact details should you have any feedback**

You can contact us:

- by email: [help@ylab.global](mailto:help@ylab.global)
- by post: Attention: YLab
- The Foundation for Young Australians
- GPO Box 239, Melbourne, Victoria 3001
- by phone: +61 3 9670 5436

- via the web: [contact-us](#)

© 2018 The Foundation for Young Australians ABN 26 092 744 968