

Let's Count - Terms of Use

About Let's Count Site

Welcome to The Smith Family "Let's Count" website (**Let's Count Site**). The *Let's Count* Site is provided to the user (**you**) by The Smith Family (an Australian public company, limited by guarantee (ABN 28 000 030 179)) (**we** or **us**).

The *Let's Count* Site hosts the "*Let's Count*" program, which is an online learning program to assist early childhood educators to work in partnership with parents and other family members to promote positive mathematical experiences for young children (3-5 years) (**Let's Count Program**). The materials on the *Let's Count* Site are for educational purposes only, consistent with our mission and purpose.

Each reference in these terms of use to "the materials" means all materials that we make available to you on the *Let's Count* Site.

Our agreement

1. By using the *Let's Count* Site, you agree to comply with these terms of use.
2. If you do not agree to these terms of use, you may not access or use the *Let's Count* Site and must immediately disconnect from it.
3. You acknowledge and agree that, subject to applicable laws, we may modify these terms of use at any time.

Your acknowledgment

4. By using the *Let's Count* Site and agreeing to these terms of use, you acknowledge, understand and confirm that:
 - a. our mission and purpose is to help disadvantaged Australian children get the most out of their education, so they can create better futures for themselves;
 - b. the *Let's Count* Program is a program we have developed for early childhood educators designed to significantly improve the mathematical capabilities of children (3-5) in Australia;
 - c. your access to the materials is for educational purposes only, consistent with our mission and purpose;
 - d. some of the materials have been reproduced and communicated by us with permission from the copyright owner or under a statutory education licence pursuant to Part IVA Division 4 of the *Copyright Act 1968* (Cth) (**the Copyright Act**); and
 - e. any further reproduction or communication of the materials by you may be the subject of copyright protection under the Copyright Act.

Your obligations

5. You must only use the materials for educational purposes for our *Let's Count* Program and not for any other purpose.
6. You must not:
 - a. sell, transfer or rent the materials to customers, clients or other third parties, either directly or as part of a service or product created for resale;
 - b. use the materials in ways that:
 - i. could cause us to be in breach of any law or to incur a liability to any third person or entity;
 - ii. further or facilitate any criminal activity; and
 - iii. could cause damage to our good name or reputation.
7. You must comply with any instructions we give you about how to use the *Let's Count* Site and must not do anything that interferes with or adversely affects the normal operation of the website (including the ability of other users to access or use the website).
8. You are responsible for ensuring the security of the systems and devices that you use to access the *Let's Count* Site, including through use of appropriate virus-checking and other security software.
9. In using the *Let's Count* Site, you must comply with all applicable laws (including any legislation, regulation, code, practice, guidelines, standards or other law issued by relevant legislators, courts, regulators, authorities or industry bodies).

Account details

10. You need to register or open an account with us in order to access the *Let's Count* Program and we will issue you with a user name and password for your account.
11. You are responsible for keeping your log-in details confidential so that they cannot be used without your permission. You must not share your log-in details with any other person.

Rights to suspend or terminate access

12. We may suspend, terminate or block your access to all or any part of the *Let's Count* Site at any time and without prior notice to you.

Intellectual Property

13. All of the intellectual property rights in and to the *Let's Count* Site, belong to us and our licensors.
14. We may update and change the materials, including by removing the materials, at any time in our discretion.

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15. Some of the materials have been reproduced and communicated by us with permission from the copyright owner or under a statutory education licence pursuant to Part IVA Division 4 of the Copyright Act;
16. Any further reproduction or communication of the materials by you may be the subject of copyright protection under the Act.

Website links

17. The *Let's Count* Site may contain links to other websites operated by third parties who are not associated with us, these links are provided for your information only. We have no control over those websites or the services made available through them, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

Liability

18. While we will use reasonable care and skill in operating the *Let's Count* Site, we cannot promise that the *Let's Count* Site will always be available or completely free of faults or errors.
19. To the maximum extent permitted by law, except as expressly set out in these terms of use, we exclude:
 - a. all conditions, representations, warranties and statutory guarantees, whether express or implied, in relation to the *Let's Count* Site; and
 - b. any liability (whether in contract, tort (including negligence), or otherwise) for any indirect or consequential loss, damage or expense incurred by you or any other user in connection with the *Let's Count* Site.
20. You release and hold harmless us and our personnel, employees, agents and representatives, from and against all loss, damage, liability, charge, expense or cost (including all reasonable legal and other professional costs on a full indemnity basis) of any nature or kind arising from your use of the *Let's Count* Site or your breach of these terms of use.

Privacy

21. We will manage any personal information that we collect from you in accordance with our privacy policy located [here](#)

General

22. If any part or provision of these terms of use are judged invalid or unenforceable in a jurisdiction it is severed for that jurisdiction and the remainder of these terms of use will continue to operate.
23. These terms of use are governed by the law in force in New South Wales. Each party submits to the exclusive jurisdiction of the courts of New South Wales.

24. These terms of use constitute the entire agreement of the parties about its subject matter and supersede any previous understandings or agreements on that subject matter.