



# WEBSITE TERMS AND CONDITIONS

Foster Dreamz Pty Ltd (ABN 63632908582)

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EFFECTIVE DATE: 12/11/2019

## PLEASE READ CAREFULLY BEFORE USING THE WEBSITE

### 1. Overview and Your Acceptance

- 1.1 These Website Terms set out the terms and conditions governing Your access to and use of the Website.
- 1.2 By using, browsing or accessing any part of the Website, You agree to be bound by these Website Terms.
- 1.3 If You do not accept any part of these Website Terms or if You do not comply with any of its provisions, You must immediately terminate Your use of the Website.

### 2. Definitions

In these Website Terms:

**"Content"** means any information, comment, communication, advice, text, graphics, software, audio and video files, photos or other material made available on the Website.

**"Foster Dreamz", "We", "Us" or "Our"** means Foster Dreamz Pty Ltd (ABN 63632908582).

**"User", "You" or "Your"** means any person accessing the Website for any reason.

**"Website Terms"** means these website terms and conditions, as amended from time to time.

**"Website"** means <https://fosterdreamz.wixsite.com/home>

### 3. Website Terms

- 3.1 Foster Dreamz may, from time to time, update these Website Terms.
- 3.2 Your use of the Website will be governed by the most recent version of these Website Terms, as posted on the Website. By continuing to use the Website, You agree to be bound by the most recent version of these Website Terms. Accordingly, it is Your responsibility to check the Website for the most current version of these Website Terms.
- 3.3 These Website Terms are in addition to any other agreements You may have with Foster Dreamz and in no way operate to modify, revise or amend the terms of such other agreements.

### 4. Website

- 4.1 Foster Dreamz grants You a non-exclusive and non-transferable licence to use the Website, subject to the restrictions set out in these Website Terms.
- 4.2 The Website is subject to change at any time without notice to You. Any information We provide via the Website is a guide only and We may modify such information in Our sole discretion. We will not be liable in any way for any lack of availability of the services that are featured on the Website.
- 4.3 The Website, and any Content, are provided to You on an "as is" and "as available" basis without warranty of any kind whether express, statutory or implied, including, but not limited to, any implied



warranties of merchantability, fitness for a particular purpose, quiet enjoyment, systems integration, accuracy, and non-infringement, all of which Foster Dreamz expressly disclaims to the extent legally permissible.

4.4 Foster Dreamz does not endorse and makes no warranty as to the accuracy, completeness, currency, or reliability of, the Content, and Foster Dreamz will not be liable or otherwise responsible for any failure or delay in updating the Website or any Content. Foster Dreamz has no duty to update the Content or the Website.

4.5 Foster Dreamz makes no representations or warranties that use of the Content and/or the Website will be uninterrupted or error-free or that the Content and/or the Website will be free of viruses or any other harmful components. Foster Dreamz will not be liable to You in any way if the Website is unavailable to You for any reason (including due to upgrades, preventative or remedial maintenance activities or an interruption in telecommunications supply).

4.6 Foster Dreamz does not guarantee the delivery of communications over the internet such as communications which rely on third party service providers. Electronic communications (including email) are vulnerable to interception by third parties and Foster Dreamz does not guarantee the security or confidentiality of such communications or the security of the Website.

4.7 Foster Dreamz does not provide, and has no control over, communications, networks, the internet or other technology required or used across the Website and will not be liable in any way to any person for any loss, damage, claims or expenses arising out of reliance on them, whether due to congestion, technical malfunction, viruses or otherwise.

4.8 Details contained on the Website relating to products and services have been prepared in accordance with the laws of the State of Victoria, Australia and may not satisfy the laws of another country. Foster Dreamz does not warrant that the Content or the Website comply with the laws of any other country.

4.9 You are responsible for any results or other consequences of accessing the Website and using the Content, and for taking all necessary precautions to ensure that any Content You may access, download or otherwise obtain is free of viruses or any other harmful components. This warranty disclaimer is separate to any other warranty disclaimer in connection with specific products and services offered by Foster Dreamz.

## 5. Use of the Website

5.1 You are only authorised to view, use, copy for Your records and download small portions of the Content or the Website for Your informational and non-commercial use, provided that You leave all the copyright notices, including copyright management information, or other proprietary notices intact.

5.2 In using the Website, You must not:

- (a) (except as permitted under clause 5.1 of these Website Terms) store, modify, reproduce, transmit, reverse engineer or distribute a significant portion of the Content, or the design or layout of the Website or individual sections of it, in any form or media. The systematic retrieval of data from the Website is also prohibited;
- (b) post links to, submit or otherwise transmit any Content that:



- (1) is defamatory, threatening, obscene or harassing;
  - (2) contains a virus, worm, Trojan horse or any other harmful component;
  - (3) incorporates copyrighted or other proprietary material of any third party without that party's permission; or
  - (4) otherwise violate any applicable laws;
- (c) engage in any activity that is unlawful or prohibited by these Website Terms or any applicable laws;
- (d) engage in any activity which could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of the Website;
- (e) obtain, or attempt to obtain, any Content or other materials or information through any means not intentionally made available or provided for through the Website;
- (f) engage in any commercial activity not expressly separately authorised by Foster Dreamz including, but not limited to:
- (1) advertising or commercial promotion of products or services;
  - (2) posting or transmitting unauthorised or unsolicited advertising or promotional materials, or any other form of solicitation to other Users, and
  - (3) data mining or other data collection methods.

## **6. Content**

- 6.1 Foster Dreamz has the right, but not the obligation, to monitor any Content. Foster Dreamz reserves the right, in its absolute discretion, to block, modify or remove any Content without notice to any person and will not be liable in any way to any person for any loss, damage, claims or expenses arising out of such action.
- 6.2 The Content is for general information purposes only and Foster Dreamz makes no representations and gives no warranties as to the suitability of any third party products or services described or referred to on the Website. Inclusion of any third party Content on the Website is not an endorsement by Foster Dreamz of any person, entity, product or service.
- 6.3 Any use of Foster Dreamz' materials or information by another person or entity is entirely at their own risk.
- 6.4 Subject to any guarantees, conditions and warranties provided under any applicable consumer protection legislation (to the extent that such guarantees, conditions and warranties cannot be excluded or modified), Foster Dreamz will not be liable in any way to any person for any loss, damage, claims or expenses arising out of reliance on any Content or use of the Website.
- 6.5 You are solely responsible for any Content that You communicate or otherwise provide via the Website and You warrant and represent that any such Content will not cause injury to any person or entity or violate these Website Terms. You indemnify Foster Dreamz and its affiliates against any loss, damage, claims or expenses arising out of or in connection with any Content communicated or otherwise provided by You.



6.6 Unless expressly stipulated otherwise by Foster Dreamz, any Content communicated or otherwise provided by You via the Website will be treated as non-confidential and non-proprietary information.

6.7 If You have a complaint regarding any Content, Foster Dreamz' sole obligation will be to review any written complaint received from You and, if Foster Dreamz deems appropriate in its sole discretion, modify or remove the Content.

## 7. **Links**

7.1 The Website may contain links to other websites. Foster Dreamz provides those links as a ready reference for searching for third party products and services on the internet and not as an endorsement of those web sites, their operators or the products, services or content that they describe.

7.2 Other websites that are linked to the Website are not covered by these Website Terms, and may have their own terms and conditions and privacy policy. If You choose to access these linked sites, You do so at Your own risk. Foster Dreamz is not responsible for and will not be liable in respect of the content or operation of those websites or any of the products, services or content that they describe.

## 8. **Intellectual Property**

8.1 All intellectual property rights, including, but not limited to, copyright and trademarks, in respect of the Website, Foster Dreamz' services, and all components of them, are owned or licensed by Foster Dreamz or any of its related entities. No right, title or interest in such intellectual property rights are transferred to You as a result of accessing the Website and/or the Content.

8.2 The Website contains trademarks, logos and other intellectual property of Foster Dreamz and third parties which may be registered or otherwise protected at law. Except as expressly permitted by the relevant holder, You must not use such intellectual property.

## 9. **Limitation of liability**

9.1 Without limiting any other provision of these Website Terms, Your use of the Website and/or the Content is entirely at Your own risk. To the extent permitted by any applicable law, Foster Dreamz specifically disclaims any liability, whether based in contract, tort, negligence, strict liability or otherwise, for any direct, indirect, incidental, punitive, consequential, or special damages arising out of or in any way connected with access to, use of or reliance on the Website and/or the Content or that arise in connection with mistakes or omissions in, or delays in transmission of, information to or from a User, any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission or delivery, computer virus, communication line failure, theft or destruction or unauthorised access to, alteration of, or use of records, programs or files, interruptions in telecommunications connections to the Website or viruses, whether caused in whole or in part by negligence, acts of god, telecommunications failure, theft or destruction of, or unauthorised access to the Website and/or the Content.



9.2 Nothing in these Website Terms excludes, restricts or modifies any consumer guarantees, rights or remedies provided under any applicable consumer legislation which cannot be excluded, restricted or modified.

## **10. Indemnity**

10.1 Without limiting any other indemnity given under these Website Terms, You agree to defend, indemnify, and hold Foster Dreamz, its officers, directors, employees, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including, without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, any breach of these Website Terms by You or Your use of the Website and/or the Content.

## **11. Privacy**

11.1 Any personal information submitted by You to Foster Dreamz is subject to, and will be handled in accordance with, Foster Dreamz' Privacy Policy, as posted on the Website and amended from time to time. You agree that by using the Website and communicating with Foster Dreamz, You agree to be bound by the terms of Foster Dreamz' current Privacy Policy.

## **12. Termination of Website access**

12.1 Foster Dreamz may at any time immediately, and without prior notice to You, restrict or terminate Your access to part or all of the Website for any reason (including a breach of these Website Terms). Any indemnities given by You and any limitations of Our liability survive such restriction or termination of access to the Website.

## **13. Jurisdiction**

13.1 These Website Terms shall be governed in all respects by the laws of the State of Victoria, Australia. You submit to the non-jurisdiction of the courts in the State of Victoria, Australia.

## **14. Contacting us**

14.1 If You have questions about these Website Terms, please contact Us using the following contact information:

- (a) Mailing address: 45 NARRAK ROAD, BALWYN, VIC 3103
- (b) Telephone: 0478805657
- (c) Email: FosterDreamz@gmail.com