



Little Peeps
paediatric occupational therapy

Little Peeps OT Website terms of use

1. Your acceptance

- 1.1 The use of this website by a person ("you") is subject to these website terms of use. These website terms of use contain important information, including warranty disclaimers and limitations of liability. You agree to be bound by these website terms of use by using, browsing or accessing any part of this website and viewing and interacting with any content, information, communication, advice, text or other material provided by Little Peeps Paediatric Occupational Therapy ABN 79 413 637 857 (**Little Peeps OT**).

2. Information of a general nature only

- 2.1 The material on this website is for general information purposes only. The material on this website is not and should not be regarded as advice, including medical advice.
- 2.2 In particular, while reasonable care is taken in its preparation, Little Peeps OT does not guarantee or warrant the accuracy, reliability, completeness or currency of the information on this website or its usefulness in achieving any purpose. Information on this website should not be used without validating that information from appropriate sources and obtaining professional advice where it is prudent to do so. You should make and rely upon your own assessments and enquiries to verify the accuracy of the information provided.

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- 3.1 This website may contain links to other websites. Little Peeps OT provides those links as a ready reference for searching for third party information, materials, goods or services on the internet and not as an endorsement of those websites, their operators, their information or material, their goods, services or content that they describe.
- 3.2 Websites which are linked to this website, are not covered by these website terms of use, 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. Little Peeps OT is not responsible for and will not be liable in respect of the content or operation of those web sites or any of the information, materials, goods, services or content that they describe. Little Peeps OT is not responsible for and will not be liable in respect of any incorrect link to an external web site.

4. Access and communication

- 4.1 Little Peeps OT does not warrant that you will have continuous access to this website. Little Peeps OT will not be liable in the event that the website is unavailable to you due to computer downtime attributable to malfunctions, upgrades, preventative or remedial maintenance activities or interruption in telecommunications supply or otherwise.
- 4.2 Little Peeps OT does not guarantee the delivery of communications over the internet as such communications rely on third party service providers. Electronic communication (including electronic mail) is vulnerable to interception by third parties and Little Peeps OT does not guarantee the security or confidentiality of these communications or the security of this website.

4.3 Little Peeps OT does not provide, and has no control over, communication, networks or services, the internet or other technology used or required to access this website and accepts no responsibility for any direct or indirect loss in any form associated with them, whether due to congestion, technical malfunction, viruses or otherwise.

4.4 Subject to the consumer guarantees provided for in consumer protection legislation (including the Australian Consumer Law as found in Schedule 2 to the *Competition and Consumer Act 2010 (Cth)* (**ACL**)), Little Peeps OT does not warrant that this website itself is free from any computer viruses or other defects or that your access to this website will be continuous or uninterrupted.

5. Privacy

5.1 Any personal information submitted by you to Little Peeps OT via this website is subject to and will be handled in accordance with Little Peeps OT's Privacy Policy. The Privacy Policy forms part of these website terms of use and is set out at www.littlepeepsot.com.au/privacy. You agree that, by using this website or communicating with Little Peeps OT, you have read Little Peeps OT's Privacy Policy, understood its contents and consented to its requirements.

6. Intellectual property

6.1 All intellectual property rights, including copyright in this website and Little Peeps OT's content on this website and all components of them are owned or licensed by Little Peeps OT. You are permitted to view and print content from this website for the purpose of obtaining information for personal use.

6.2 This website contains trade marks, logos, service names, trade names of Little Peeps OT or third parties which may be registered or otherwise protected by law. You are not permitted to use any trade marks, logos, service names or trade names appearing on this website.

7. Prohibited uses

7.1 In using this website you must not:

- (a) engage in any commercial activity including marketing, advertising or commercial promotion of goods or services, data mine or use robots or other data collection methods;
- (b) impersonate or falsely claim to represent a person or organisation;
- (c) defame, abuse, stalk, harass, threaten or otherwise violate the legal rights of others, including without limitation, rights relating to privacy and publicity;
- (d) post, link to, or otherwise communicate or distribute any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful material or information, or otherwise use this website in a manner which is unlawful or would infringe the rights of another person including any intellectual property rights; or
- (e) post, link to, or otherwise distribute any information, material or item which contains a virus, trojan horse, worm or other harmful or disruptive component.

8. Limitation of liability

8.1 Nothing in these website terms of use excludes, restricts or modifies any consumer guarantee, right or remedy conferred on you by the ACL, or any other applicable law that cannot be excluded, restricted or modified by agreement.

8.2 To the extent permitted by law (including the ACL), Little Peeps OT:

- (a) excludes all warranties, whether express or implied, including any warranties or representations concerning availability of the website, quality, completeness, accuracy, suitability, acceptability or fitness for purpose in relation to the website, the content, all links to or from the website and the goods and services advertised or accessible on the website.
- (b) liability in respect of any non-excludable warranties or conditions relating to the website, the content, all links to or from the website and the goods and services advertised or accessible on the website is limited to resupplying the website or the relevant content or the reasonable cost of resupplying the website or the relevant content, whichever Little Peeps OT sees fit to provide.
- (c) will not be liable for any direct or indirect lost profit, deletion or corruption of electronically or digitally stored information, or any indirect, incidental, consequential or special damages arising out of or in connection with the website, the content, all links to or from the website and the goods and services advertised or accessible on the website.

9. Jurisdiction and law

- 9.1 These website terms of use are governed by and must be construed in accordance with the laws of the State of Victoria, Australia. You submit to the exclusive jurisdiction of the courts of that State and the Commonwealth of Australia in respect of all matters arising out of or relating to these website terms of use, their performance and subject matter.

10. Severability

- 10.1 Each provision of these website terms of use are severable from the others and severance of a provision will not affect any other provision.

11. Changes to this website

- 11.1 This website is subject to change at any time without notice and may contain errors.
- 11.2 Little Peeps OT may from time to time review and update these website terms of use to take account of new laws, regulations, products or technology. Your use of this website will be governed by the most recent website terms of use posted on this website. By continuing to use this website, you agree to be bound by the most recent website terms of use. It is your responsibility to check this website regularly for updated versions of these website terms of use.

12. Contacting us

- 12.1 If you have questions about this website or these website terms of use, please contact Little Peeps OT by email at info@littlepeepsot.com.au.

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