



Terms of Service

These Terms of Service (Terms) set out the terms and conditions under which The Kids Research Institute Australia (The Kids) ABN: 86 009 278 755 grants You access to the training courses and materials provided by The Kids and the terms on which any training via face-face, online or blended options will be provided (Courses). By registering and accepting these Terms you are agreeing to be bound by these Terms and represent that you are over 18 years of age.

Registration and Course Selection

Before registering for the Courses, you agree that You:

- a) have read and understood the Course description in detail; and
- b) to the extent applicable, have understood the different components, training dates, video assignments and deadlines for the Course and can commit to each.

Certain Courses require specialised training and qualifications in order to be eligible for registration. By registering, You confirm that you hold all qualifications and/or experience listed as 'required' for each Course. The Kids reserves the rights to request further information on qualifications or experience from You and to determine eligibility for access to Courses in our sole discretion.

Where You are registering for any Course through an organisation or business, You acknowledge that access to the Course is granted to individuals and any certificates and accreditations are issued in the name of the individuals in their personal capacity.

Trainer Led Online and Face-Face Course requirements (if applicable)

- Participants understand that it is their responsibility to find 1-2 suitable volunteers for video submissions prior to the start of the Course. For some face-to-face training, a volunteer subject may be sourced for the group. This is confirmed in the description of each Course. You are responsible for securing any necessary consents to use this material in accordance with industry standards on obtaining informed consent.
- It is expected that You will be an active participant in the Course and the group discussions, and we will provide reasonable accommodations to ensure full participation when given advance notice. If you are absent and miss key components of the Course, or do not adequately participate in the discussions and tasks for the Course, you will not be able to complete the Course requirements and will not receive a Course completion certificate. This will be determined by the trainer and is subject to The Kids sole discretion. Depending on the circumstances around the absence, it may be possible to complete the Course during the next available dates, subject to The Kids discretion and availability.

Payments

- Until payment of the Course fee (Fee) has been received your Course registration is not secured. You can pay via credit card at time of registration.
- If you wish to request an invoice prior to payment of the Fee, please email us, however Course registration is not secured and access to materials will not be released prior to payment.

Cancellation & Refunds

The Kids reserves the right to change dates or cancel Courses due to unforeseen events. In the event of such cancellation, we will work with you to reschedule to another date or time or provide a refund.

For trainer led online and face to face Courses

- Registered participants who are unable to attend must notify The Kids
- If you wish to cancel your registration prior to the commencement of the Course, if cancellation request is received:

- o prior to 15 business days before Course commencement, the Fee will be refunded, minus a \$95, which be deducted from the refund as an administration fee plus a fee for any digital resources or e-learning modules provided as part of the Course for which you have been granted access.
- o Within 14 business days before Course commencement, no refunds will be given.
- If You cancel your registration and you have already received print materials, these resources must be returned to The Kids at your cost. Refunds will not be finalised until resources have arrived at The Kids in a satisfactory condition. If not returned, the reasonable cost of the resources will be deducted from the refund amount.
- If you wish to request a transfer of your registration to another eligible person, please contact Us with details of the other eligible participant at least 15 business days prior to the commencement date of the Course. All transfers are subject to agreement by The Kids in our sole discretion.
- If you miss part of the Course due to an absence, you will not be eligible for a refund.

For self-paced e-Learning courses

- No refunds will be given where the Course has been commenced. The Kids will offer refunds for Courses which have not been started and/or where access to materials has not been granted, where you have contacted Us within 48 hours after registration. A cancellation and payment of the Fee \$95 may will be deducted from any refund as an administration fee.
- Other than as set out above, The Kids does not generally give refunds if you have changed your mind. The Kids will offer refunds where You are entitled to a refund under Australian Consumer Law.

Course rules

The Kids wants this to be a positive experience for all participants, so we have some Course rules:

- Disrespectful or disruptive behaviour to the trainers, other participants or volunteers will not be tolerated;
- No video recording of the trainers, participants or volunteers will be permitted;

Failure to comply with these rules will lead to removal of access to the Course and no refund will be given.

Access to Online Materials

- In order to access the online materials for the Course (Online Materials) You will be required to create an account with our third-party provider (Course Platform), and as part of this process you will need to have provided us with your full name and a valid email address and/or a valid address and have fully paid for the Course.
- You will be granted access to the Course Platform from the date of payment of the Fee and You will continue to have access to the Course Platform and all available resources for a period of 3 months for trainer led courses and 1 month for self-paced e-Learning courses (starting from the last Course date).
- It is Your responsibility to download any required resources prior to the end of Your access period.

Use of Materials and Ownership of Intellectual Property

- As part of the Course, you may be given access to various resources and other materials, including Online Materials (Course Materials). We grant you permission to utilise these Course Materials for your reasonable personal use and for program delivery within your practice. No permission is given for any adaptation of the Course Materials or for the copying, distribution, or circulation of the Course Materials to others, including but not limited to via email or posting on the internet. This permission is personal to the individual who undertakes the Course and does not extend to enable circulation of Course Materials or use of any accreditation to other individuals in your organisation.
- In the use of the Course Platform, you may provide, post, upload, input or submit on or through the Course Platform, including blog pages, message boards, comment or discussion features, chat rooms and forums information, content, or other material (Your Content). You are solely responsible for Your Content. You retain ownership in Your Content, but The Kids takes a non-exclusive licence to utilise and display Your Content for the purpose of providing the Course to You. You assume all risks associated with the use of Your Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of Your Content that personally identifies you or any third party.

- All rights (including without limitation, copyrights, trademarks, patents and trade secrets) in the Course and Course Materials, other than Your Content are and will remain the sole and exclusive property of The Kids and/or its licensors. No title to or ownership of any portion of the Course, the Course Materials, Course titles/accreditations or the 'The Kids' brand name or registered trademarks or any proprietary rights related to those products/services, is or will be transferred pursuant to or by virtue of these Terms. The Kids hereby grants the individual who undertakes the Course a limited, non-exclusive, non-sublicensable, revocable licence to use the Course Materials as permitted above. There is no implied license granted under these Terms of Use.
- On successful completion of a Course, you may inform clients or potential clients that you have been accredited in the relevant Course, but otherwise You shall not use the name or logo of the relevant Course accreditation or the The Kids logo in any other manner, unless expressly permitted.
- You shall not:
 - o Use the Course for any illegal or unauthorized purpose;
 - o Disrupt, damage, disable, alter, tamper, delete or interfere with the Course Platform
 - o Share with any third party any access codes or account information, including without limitation your username and password that you may create;
 - o Attempt to gain unauthorized access to the Course or its related systems or networks, or otherwise override any security feature of exclusionary protocol;
 - o Reproduce, duplicate, copy, download, sell, resell, visit, adapt, or otherwise exploit the Course or Course Materials for any commercial purpose, other than within your own practice, without the express written consent of The Kids;
 - o Access the Course in order to: (1) build a competitive product or service, or (2) copy any ideas, features, functions, or graphics of the Course or Course Materials.
- You are responsible for all activity that occurs under your Account and you are solely responsible for maintaining the confidentiality of your password and Account information. You must notify us immediately if you become aware of any unauthorized use of your Account.
- As part of undertaking the Course you may be granted limited access to confidential or sensitive information, which is information that is marked as confidential or which is reasonably understood to be confidential in nature. If this is the case, You agree that You shall not disclose such confidential information unless otherwise required under law.

Third Party Links

Our websites or Course Materials may contain links to third-party websites and services (collectively, Third-Party Links). Such Third-Party Links are not under the control of The Kids, and The Kids is not responsible for any Third-Party Links and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links. You use all Third-Party Links at your own risk, and should apply a suitable level of caution and discretion in doing so. When you click on any of the Third-Party Links, the applicable third party's terms and policies apply, including the third party's privacy and data gathering practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third-Party Links.

Disclaimer and Limitation of Liability

Certain Courses and Course Materials are intended for health care professionals and are for educational and training purposes only. For these Course, when You make therapeutic decisions and/or make decisions about treatment of individuals, You acknowledge that decisions need to be made based on many reputable sources and in a holistic manner and not based upon any one recommendation or set of guidelines, including the material in these Course.

Although The Kids has made efforts to ensure that the information in the Courses is accurate and up to date, The Kids accept no responsibility for any inaccuracies, information perceived as misleading, or any loss or damage from any outcomes of any recommended actions taken by You which are detailed in the Courses. The Kids does



not warrant or guarantee any future income or opportunities will occur based on completion of the Courses. This shall not apply to limit any non-excludable warranties or rights available at law. To the extent that The Kids may be liable to you under the provisions of any applicable consumer law which are non-excludable, The Kids limits its liability to the supply of the Course again.

Privacy Policy

Please see our Privacy Policy. We will process and store profile information that you provide to us in the account registration process or that we may collect through use of the Course in accordance with this policy. In particular, You acknowledge that our Course Platform is provided by a third party service provider, and some personal information will be disclosed to this entity as part of providing access to the Course Platform.

If you have opted in to receive them, we may send you marketing, newsletters, advertising or other news offers regarding the Courses or The Kids from time to time. If you no longer want to receive certain communications from us via email or other means, simply click the “unsubscribe” link in the email. You will not be able to unsubscribe from transactional or service-related correspondence which relate to the provision of the Courses, including updates, notices of outages, registration confirmation or account and payment related transactions.

Additional Terms

These Terms represent the entire agreement between Us. We may update and amend these Terms at any time in our discretion, but we will honour the Terms in place at the time of registration and payment. For changes implemented during your period of Online Course access, we will post a notice on the Course Platform and Your continued use of the Course Platform following the posting of any changes to the Terms constitutes acceptance of those changes.

We will send you all notices electronically via the email address provided to us at the time of Account registration.

You acknowledge that you have read these Terms of Use and agree to be bound by its terms and conditions. The laws of Western Australia shall govern these Terms of Use.