



# Terms and Conditions

## > Terms of Use

### Terms of Use

The website, Look Hear Australia and Look Hear Global, and resources including the website(s) are owned and operated by Tara Whiteford and Timothy Rossow, directors of Look Hear Australia Pty Ltd (we or us) ABN: 92 613 657 426. Look Hear Global is a registered limited company in London, England; company number 11458532.

From now on, Look Hear Australia includes; Tara Whiteford and Timothy Rossow, directors of Look Hear Australia Pty Ltd (we or us) ABN: 92 613 657 426. Look Hear Global is a registered limited company in London, England; company number 11458532.

These Terms of Use (Terms) govern your use of our websites located at [www.lookhearaustralia.com.au](http://www.lookhearaustralia.com.au) and [www.lookhearaustralia.com](http://www.lookhearaustralia.com) (Website), and form a binding contractual agreement between you, the user of the Website and us, if you use the Website.

Please read these Terms of Use carefully. If you have any questions, please contact us before you use the Website. You can contact us at [lookhearaustralia@gmail.com](mailto:lookhearaustralia@gmail.com)

Your access to and use of the Website indicates that you have had sufficient opportunity to access the Terms and contact us, and that you have read, accepted and will comply with the Terms.

If you do not agree to the Terms, you must not use the Website.

## **Information on Website:**

The information, including statements, opinions and documents contained in this Website (Information) is for general information purposes only. The Information is subject to change without prior notice.

## **Not Advice:**

The Information is general in nature, does not take into account your specific needs, objectives or circumstances, and is not advice. Any reliance you place on the Information is at your own risk.

Before acting on any Information, we recommend that you consider whether it is appropriate for your circumstances, carry out your own research and seek professional advice, where necessary. The Information posted is intended solely for the general information of the reader. It is not to be considered medical advice and is not intended to replace consultation with a qualified medical or mental health professional. If you have a persistent issue or are concerned about your health, please consult your health care provider or refer to our resources page which lists the contact details of various support services.

## **Amendment of Terms:**

The Terms may be amended without notice from time to time in our sole discretion. Your continued use of our Website

following any amendments indicates that you accept the amendments. You should check the Terms regularly, prior to using the Website, to ensure you are aware of any changes, and only proceed to use the Website if you accept and will comply with the new Terms.

## **Services:**

We are not responsible for any delays or interruptions to the Website. We will use commercially reasonable efforts to minimise delays and interruptions. We cannot warrant that the Website will be available at all times or at any given time. We may at any time and without notice to you, discontinue the Website in whole or in part. We are not responsible for any loss, cost, damage or liability that may result from our discontinuance of the Website.

## **Your warranties:**

You warrant to us that you have the legal capacity to enter these Terms, you have obtained the consent of your nominated recipient for gifts to provide their personal information to us, you have read and agree to these Terms before using the Website, and that you have complied with all applicable laws.

## **License to use the Website:**

We grant you a non-exclusive, royalty-free, revocable, worldwide, non-transferable right and licence to use the Website for your personal, non-commercial use, in accordance with the Terms. All other uses are prohibited without our prior written consent.

## **Prohibited Conduct:**

You must not:

(a) reproduce, redistribute, transmit, assign or otherwise transfer or use any content from the Website unless with our

prior written consent;

(b) use the Website for any activities or to post or transmit any material:

unless you hold all necessary rights, licences and consents to do so;

that would cause you or us to breach any law, regulation, rule, code or other legal obligation;

that defames, harasses, threatens, menaces, offends or restricts any person;

that is or could reasonably be considered to be obscene, inappropriate, defamatory, disparaging, indecent, seditious, offensive, pornographic, threatening, abusive, liable to incite racial hatred, discriminatory, blasphemous, in breach of confidence or in breach of privacy;

that would bring us, or the Website, into disrepute; and

that infringes the intellectual property or other rights of any person;

(c) interfere with or inhibit any user from using the Website;

(d) use the Website to send unsolicited email messages; or

(e) attempt to or tamper with, hinder or modify the Website or attempt to or knowingly transmit viruses or other disabling features to the Website or via the Website;

or facilitate or assist another person to do any of the above acts.

## **Copyright and Intellectual Property Rights:**

(a) Our Website contains material which is owned by or licensed to us and is protected by Australian and international laws, including but not limited to the trademarks, trade names, software, content, design, images, graphics, layout, appearance, layout and look of our Website. We own the copyright which subsists in all creative and literary works that are displayed on the Website.

(b) You agree that, as between you and us, we own all intellectual property rights in the Website, and that nothing

in these Terms constitutes a transfer of any intellectual property ownership rights. Your use of the Website does not grant you a licence or act as a right of use of any of the intellectual property, whether registered or unregistered, that are displayed on the Website without the express written permission of the owner.

(c) You must not:

reproduce or use any of the material on the Website for commercial purposes including sale;

in any way modify the material on the Website;

cause any of the material on the Website to be framed or embedded in another website; or

print, publish, modify, link to, copy, reproduce, republish, upload to a third party, post, transmit or distribute the content of the Website in any way, except as expressly provided for by us or expressly authorised in writing by us. If you breach these Terms, we will enforce our intellectual property rights against you.

(d) If you chose to post any content onto our Website, you:

warrant to us that you have all necessary rights to post the content;

grant us a perpetual, non-exclusive, royalty-free, irrevocable, worldwide and transferable right and licence to use that content in any way (including but not limited to, by reproducing, changing, and communicating the content to the public) and permit us to authorise any other person to do the same thing; and

consent to any act or omission which would otherwise constitute an infringement of your moral rights, and if you add any content in which any third party has moral rights, you must ensure that the third party consents in the same manner.

The information is of a general nature and is for informational purposes only. No information, content or materials in this product, or produced by Look Hear Australia Pty Ltd or [www.lookhearaustralia.com.au](http://www.lookhearaustralia.com.au) or [www.lookhearaustralia.com](http://www.lookhearaustralia.com) is to be taken as medical or health

advice pertaining to any individual's specific health, medical condition or development. The information is not for diagnostic, investigative, or treatment planning, or recommended as a particular course of action or management plan regarding you or your child's health, and is not intended to provide specific medical advice or treatment. Look Hear Australia Pty Ltd or [www.lookhearaustralia.com.au](http://www.lookhearaustralia.com.au) or [www.lookhearaustralia.com](http://www.lookhearaustralia.com), it's proponents, publisher, staff and affiliates and its directors will not be held liable for the use of this information or its products, and does not represent or warrant that the website, the flash cards, e-book, printed media or any content associated with Look Hear Australia Pty Ltd or [www.lookhearaustralia.com.au](http://www.lookhearaustralia.com.au) or [www.lookhearaustralia.com](http://www.lookhearaustralia.com) will meet your requirements or that their use will fulfil any treatment or management plan for you or your child and that their use will be uninterrupted or error free.

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A child with with additional needs requires a dedicated team to design a comprehensive targeted intervention program. These resources are not designed as a treatment program. An intervention program should always be developed tailored to each child, in consultation with a medical doctor or paediatrician, associated allied health professionals, special education teachers, and if possible an early intervention centre or school that specialises in autism and/or special education services.

Look Hear Australia Pty Ltd  
or [www.lookhearaustralia.com.au](http://www.lookhearaustralia.com.au) or [www.lookhearaustralia.com](http://www.lookhearaustralia.com) a

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The website Look Hear Australia Pty Ltd / Look Hear Global or [www.lookhearaustralia.com.au](http://www.lookhearaustralia.com.au) or [www.lookhearaustralia.com](http://www.lookhearaustralia.com) and any associated affiliates or publisher(s) will not be held liable to you or to any other person or entity for any health or medical conditions, health deterioration or adverse effects or complications associated with any medical and/or developmental conditions.

You agree to indemnify and hold harmless Look Hear Australia Pty Ltd / Look Hear Global or [www.lookhearaustralia.com.au](http://www.lookhearaustralia.com.au) or [www.lookhearaustralia.com](http://www.lookhearaustralia.com) and associated affiliates, publisher(s) or associates from and against any and all loss, expenses, damages, and costs, including without limitation reasonable legal and attorneys/lawyers/barristers fees, resulting, whether directly or indirectly, from your violation of the terms of condition of use and utilisation of any resources produced, published or represented by Look Hear Australia Pty Ltd / Look Hear Global or [www.lookhearaustralia.com.au](http://www.lookhearaustralia.com.au) or [www.lookhearaustralia.com](http://www.lookhearaustralia.com).

You also agree to indemnify and hold harmless Look Hear Australia Pty Ltd / Look Hear Global or [www.lookhearaustralia.com.au](http://www.lookhearaustralia.com.au) or [www.lookhearaustralia.com](http://www.lookhearaustralia.com) and associated affiliates from and against all claims brought by third parties arising out of your use of the Website Look Hear Australia Pty Ltd / Look Hear Global or [www.lookhearaustralia.com.au](http://www.lookhearaustralia.com.au) or [www.lookhearaustralia.com](http://www.lookhearaustralia.com) a

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## **Privacy:**

We are committed to protecting your privacy.

Please read our [Privacy Policy](#), available on our Website, for information including what information we collect, how we store it, how we use it, and the circumstances in which we may disclose it. By agreeing to the Terms, you agree to accept our Privacy Policy.

## **Cookies:**

This Website uses cookies to monitor browsing preferences. If you allow cookies to be used, personal Information may be stored by us for use by third parties, as set out in our Privacy Policy.

## **Your content:**

If you add any content on the Website, you grant us a perpetual, non-exclusive, royalty-free, irrevocable, worldwide and transferable right and licence to use that content in any way, including but not limited to, by reproducing, changing, and communicating the content to the public. You permit us to authorise any other person to do the same. You consent to any act or omission which would otherwise constitute an infringement of your moral rights, and if you add any content in which any third party has moral rights, you must ensure that the third party consents in the same manner.



## Postings and Comments

- You are solely responsible for the content and information that you post, upload, publish, link to, transmit, record, display or otherwise make available (hereinafter, "Post") on the Website or transmit to other Website users, including emails, videos (including streaming videos), photographs, voice notes, recordings or profile text, whether publicly posted or privately transmitted (collectively, "content"). You may not Post on the Website or transmit to the Company or any other Website user (either on or off the Website), any offensive, inaccurate, abusive, obscene, profane, sexually oriented, threatening, intimidating, harassing, racially offensive, or illegal material, or any material that infringes or violates another person's rights (including intellectual property rights, and rights of privacy and publicity). You represent and warrant that all information that you submit upon registration is accurate and truthful and that you will promptly update any information provided by you that subsequently becomes inaccurate, misleading or false.
- You understand and agree that the Company may, but is not obligated to, monitor or review any content you Post on the Website. The Company may elect not to publish and/or delete any content that you Post, in whole or in part, that in the sole judgment of the Company violates this Agreement or may harm the reputation of the Website or the Company.
- By posting content on the Website , you automatically grant, and you represent and warrant that you have the right to grant, to the Company, its affiliates, licensees and successors, an irrevocable, perpetual, non-exclusive, fully paid-up, worldwide right and

license to (i) use, copy, store, perform, display, reproduce, record, play, adapt, modify and distribute such content, (ii) prepare derivative works of, or incorporate into other works, such content, and (iii) grant and authorize sublicenses of the foregoing in any media now known or hereafter created. You represent and warrant that any posting and use of your content by the Company will not infringe or violate the rights of any third party.

- In addition to the types of content described above, the following is a partial list of the type of content that is prohibited on the Website. You may not post, upload, display or otherwise make available content that includes, but is not limited to:
- that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- advocates harassment or intimidation of another person or incites others to do as such;
- requests money from, or is intended to otherwise defraud, other users of the Website or offered Product ;
- involves the transmission of “spam”, “junk mail”, “chain letters,” or unsolicited mass mailing or “spamming” (or “spimming”, “phishing”, “trolling” or similar activities), the aforementioned to be determined at our sole discretion;
- promotes information that is false, deceptive or misleading, or promotes or incites illegal activities or conduct that is defamatory, libelous or otherwise objectionable;
- promotes an illegal or unauthorized copy of another person’s copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-

protect devices, or providing pirated images, audio or video, or links to pirated images, audio or video files;

- contains video, audio photographs, or images of another person without his or her permission (or in the case of a minor, the minor's legal guardian);
- contains restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page);
- provides material that exploits people in a sexual, violent or other illegal manner, or solicits personal information from anyone under the age of 18;
- provides instructional information about illegal activities such as making or buying illegal weapons or drugs, violating someone's privacy, or providing, disseminating or creating computer viruses;
- contains viruses, time bombs, trojan horses, cancelbots, worms or other harmful, or disruptive codes, components or devices;
- impersonates, or otherwise misrepresents affiliation, connection or association with, any person or entity;
- provides information or data you do not have a right to make available under law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information);
- disrupts the normal flow of dialogue, causes a screen to "scroll" faster than other users are able to type, or otherwise negatively affects other users' ability to engage in real time exchanges;
- solicits passwords or personal identifying information for commercial or unlawful purposes from other users or disseminates another person's personal information without his or her permission; and

- publicises or promotes commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, and pyramid schemes.
- The Company reserves the right, in its sole discretion, to investigate and take appropriate legal action against anyone who violates this provision, including, but not limited to removing the offending communication from the Website.
- Your use of the Website , including all content you Post on the Website, must be in accordance with any and all applicable laws and regulations, including all applicable export and import laws and regulations. You agree that the Company may access, preserve and disclose your account information and content if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary, such as to: (i) comply with legal process; (ii) enforce this Agreement; (iii) respond to claims that any content violates the rights of third parties; (iv) respond to your requests for customer service or allow you to use the Website in the future; or (v) protect the rights, property or personal safety of the Company or any other person.

## **Prohibited Activities**

The Company reserves the right to investigate and/or terminate your membership if you have misused the Website or behaved in a way which could be regarded as inappropriate, unlawful or illegal, including actions or communications that occur off the Website but involving Website users you meet through the use of the Website . The following is a partial list of the type of actions that you may not engage in with respect to the

Website . You will not:

- impersonate any person or entity.
- solicit money.
- post any content that is prohibited by Section 9.
- “stalk” or otherwise harass any person.
- express or imply that any statements you make are endorsed by the Company without our specific prior written consent.
- ask or use other Website users to conceal the identity, source, or destination of any illegally gained money or products.
- use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, “data mine”, or in any way reproduce or circumvent the navigational structure or presentation of the Website, its Products or its contents.
- collect usernames and/or email addresses of members by electronic or other means for the purpose of sending unsolicited email or unauthorized framing of or linking to the Website.
- interfere with or disrupt the Website or the servers or networks connected to the the Website.
- email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.
- forge headers or otherwise manipulate identifiers in

order to disguise the origin of any information transmitted to or through the Website (either directly or indirectly through use of third party software).

- “frame” or “mirror” any part of the Product or the Website, without the Company’s prior written authorization.
- use meta tags or code or other devices containing any reference to the Company, the Website or its Products (or any trademark, trade name, Product mark, logo or slogan of the Company) to direct any person to any other website for any purpose.
- modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the the Website or any software used on or for the Website, or cause others to do so.
- post, use, transmit or distribute, directly or indirectly, (e.g. screen scrape) in any manner or media any content or information obtained from the Website other than solely in connection with your use of the Website in accordance with this Agreement.

## **Third party information:**

The Website may contain third party information, including but not limited to user comments, guest articles and advertisements (Third Party Information). We do not control, recommend, endorse, sponsor or approve Third Party Information, including any information, products or services mentioned in Third Party Information. You should make your own investigations with respect to the suitability of Third Party Information for you.

## **Third Party links and websites:**

This Website may contain links to websites owned by third parties (Third Party Websites). We do not control, recommend, endorse, sponsor or approve Third Party Websites, including any information, products or services mentioned on Third Party Websites. You should make your own investigations with respect to the suitability of Third Party Websites for you.

## **Reservation of Rights:**

We reserve the right to amend or delete any and all of your content, Third Party Information and/or Third Party Websites, and to block any user, if we believe that there is a violation of these Terms, or for any other reason, in our sole discretion.

## **Limitation of Liability:**

(a) To the extent permitted by law, we exclude all liability for any loss, damage, costs or expense, whether direct, indirect, incidental, special and/or consequential including loss of profits, suffered by you or claims made against you which result from any use or access of, or any inability to use or access, the Website, Third Party Information and/or Third Party Websites.

(b) To the full extent permitted by law, we exclude all representations, warranties or terms (whether express or implied) other than those expressly set out in these Terms.

## **Disclaimer:**

The Website is provided to you without warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. We do not warrant that the functions contained in any material on the Website or your access to the Website will be error free, that any defects will be corrected, that the Website or the

server which stores and transmits material to you are free of viruses or any other harmful components, or that the Website will operate on a continuous basis or be available at any time. While we endeavour to keep the Website and information up to date and correct, we make no representations, warranties or guarantee, express or implied, about:

(a) the completeness, accuracy, reliability, suitability or availability of any Information, images, products, services, or related graphics contained on the Website for any purpose;

(b) Third Party Information; or

(c) Third Party Websites.

You read, use, rely on and act on information contained on the Website, Third Party Information and/or Third Party Websites, strictly at your own risk.

Indemnity: By using the Website, you agree to indemnify us and hold us harmless from and against all claims, actions, suits, demands, damages, liabilities, costs or expenses (including legal costs and expenses on a full indemnity basis), including in tort, contract or negligence, arising out of or connected to:

(a) your use of or access to the Website;

(b) any breach by you of these Terms; or

(c) any wilful, unlawful or negligent act or omission by you.

Use: You may only use the Website for lawful purposes and in a manner consistent with the nature and purpose of the Website. By using this Website, you agree that the exclusions and limitations of liability set out in these Terms are reasonable. If you do not think they are reasonable you must not use this Website.

## **Exclusion of Competitors:**

You are prohibited from using our Website, including our information, in any way that competes with our business. If you breach this term, we will hold you responsible for any loss that we may sustain, and hold you accountable for any profits that you may make from non-permitted use. We reserve



the right to exclude any person from using our Website and Information, in our sole discretion.

**Enforceability and Breach:** If any provision of the Terms is found to be illegal, invalid or unenforceable by a court of law, then the provision will not apply in that jurisdiction and is deemed not to have been included in the Terms in that jurisdiction. This will not affect the remainder of the Terms, which continue in full force and effect. If we do not act in relation to a breach of the Terms by you, this does not waive our rights to act with respect to subsequent or similar breaches of the Terms by you. All rights not expressly granted in the Terms are reserved.

## **Termination:**

The Terms are effective until terminated by us, which we may do at any time and without notice to you. In the event of termination, all restrictions imposed on you by the Terms and limitations of liability set out in the Terms will survive.

**Disputes:** You agree to use your best endeavours to use mediation and negotiation to resolve any dispute arising out of or relating to these Terms, prior to resorting to an external dispute resolution process.

Please notify us in writing of any dispute you may have.

## **Jurisdiction:**

Your use of this Website and any dispute arising out of your use of it is subject to the laws of Queensland, Australia and London, England. You irrevocably and unconditionally submit to the jurisdiction of the Courts of Queensland for determining any dispute concerning the Terms.

## **General:**

If a provision of these Terms are invalid or unenforceable it is to be read down or severed to the extent necessary without

affecting the validity or enforceability of the remaining provisions. If we, or the Seller, do not act in relation to a breach by you of these Terms, this does not waive our right to act with respect to that or subsequent or similar breaches. Each party must at its own expense do everything reasonably necessary to give full effect to these Terms and the events contemplated by it.

Thank you for reading our Terms of Use.

Last updated 19 August 2018.

If you have any questions about our Terms of Use or [Privacy Policy](#), please email [lookhearaustralia@gmail.com](mailto:lookhearaustralia@gmail.com)

