



Terms and conditions of use

Terms and conditions of use

1.	General	3
2.	Relationship between parties	3
3.	Defined terms & interpretation	3
	3.1 Defined terms	3
	3.2 Interpretation	4
4.	Licence	5
5.	Use of the Village Foundation Application	5
6.	Use of the Village Foundation Application by Mentees	6
7.	Use of the Village Foundation Application by Mentors	8
8.	Performance of the Village Foundation Application	8
9.	Your Obligations	Error! Bookmark not defined.
10.	Security	9
11.	Consumer guarantees	9
12.	Liability	9
13.	Confidentiality	10
14.	Consent to use of data	Error! Bookmark not defined.
15.	Privacy	10
16.	Third party links and communication	11
17.	Suspension, withdrawal of or changes to Village Foundation Application	11
18.	Miscellaneous	11

Agreed terms

1. General

- (a) Please read these Terms and Conditions of Use carefully. They govern and apply to your access and use of the services offered through the Village Foundation Application. By accessing or using the Village Foundation Application or the Village website, you agree to comply with and be bound by all of the Terms and Conditions described below. If you do not agree to these Terms and Conditions, you are not authorised to use the Village Foundation Application or to access the Village website.
- (b) Without creating a Profile, you can view general information and some of the other Profiles of Mentors on the Village Foundation Application. To access further services available from the Village Foundation Application, you must first create your own Profile.
- (c) To create your own Profile, you will need to be an employee of an organisation who has entered into a binding agreement with the Village Foundation for the provision of the Village Foundation Application to employees of that organisation (**Company**) and your Company must have issued you a Validly Issued Login.
- (d) Your right to use the Village Foundation Application will need to be approved by the Company and the Company may remove your right to use the Village Foundation Application at any time by revoking your Validly Issued Login.
- (e) We may amend these Terms and Conditions from time to time, without providing notice to you, by posting an updated version of the Terms and Conditions online at the Village Foundation Application. You should regularly check these Terms and Conditions for any amendments. If these Terms and Conditions are amended, you must comply with the updated Terms and Conditions. If you do not agree to the updated Terms and Conditions, you must immediately cease using the Village Foundation Application.

2. Relationship between parties

- (a) The Company and The Village Foundation Pty Limited have entered into an agreement to provide employees of the Company access to the Village Foundation Application. The Village Foundation Application is available to employees of the Company in accordance the terms of the agreement your Company has entered into with The Village Foundation Pty Limited and these Terms and Conditions.
- (b) You acknowledge and agree that the Users of the Village Foundation Application are not in any way associated with The Village Foundation Pty Ltd. They are not employees, agents or representatives of us and we are not responsible for the actions of Users of the Village Foundation Application. All Users have access to the Village Foundation Application only through their capacity as an employee of the Company.

3. Defined terms & interpretation

3.1 Defined terms

In this document:

Australian Consumer Law has the meaning given to that term in section 4 of the *Competition and Consumer Act 2010* (Cth).

Company is defined in section 1(c) above.

Confidential Information means:

- (a) the information obtained through the Village Foundation Application; and
- (b) the identity of any user of the Village Foundation Application, except in each case for information which is in, or which enters, the public domain otherwise than as a consequence of a breach of these Terms and Conditions.

Consumer has the meaning given to that term by section 3 of the Australian Consumer Law.

Device means your own internet-enabled device that is compatible with the Village Foundation Application and has a current and working internet connection.

Losses means any liabilities, losses, damages, costs and expenses (including legal costs and expenses, regardless of whether incurred or awarded) arising in contract, tort (including negligence) or otherwise.

Mentees means new parents who have:

- (a) been provided with a Validly Issued Login; and
- (b) created a Profile on the Village Foundation Application,

to access advice and guidance from Mentors through the Village Foundation Application.

Mentors means experienced working parents who have:

- (a) created a Profile with the Village Foundation Application;
- (b) have been provided with a Validly Issued Login; and
- (c) have completed the Training,

to provide mentorship and guidance to Mentees through the Village Foundation Application.

Privacy Policy means our privacy policy, as amended from time to time and published at web page accessible using the address www.villagefoundationapp.com (or any replacement web page). **[Note: Privacy Policy to be developed prior to launch of the application.]**

Profile means the personalised accounts created and used by Mentors and Mentees to access the Village Foundation Application.

Terms and Conditions means these terms and conditions of use.

Training means the compulsory programs that must be completed by Mentors before they are eligible to participate in the Village Foundation Application including:

- (a) Mentor Training – Face to face;
- (b) Mentor Training – Web viewed; or
- (c) other such training programs as required by the Village Foundation from time to time.

User means Mentees and Mentors.

Validly Issued Login means the login and password details provided to you by the Company in accordance with terms of the agreement the Company has entered into with the Village Foundation Pty Limited (including as updated by you from time to time).

Verified Mentor means a Mentor who has completed the Training

Village Foundation Application means the

- (a) mobile application operated under that name by us from time to time, and includes any services provided and information obtained through that application; and
- (b) the Village website operated under that name by us from time to time, and includes any services provided and information obtained through that website.

3.2 Interpretation

In these Terms, unless the contrary intention appears:

- (a) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (b) a reference to includes or including must be construed without limitation;
- (c) a reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them;
- (d) a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it;

- (e) a reference to conduct includes, without limitation, an omission, statement or undertaking, whether or not in writing;
- (f) a reference to any thing is a reference to the whole or any part of that thing;
- (g) the singular includes the plural and vice versa;
- (h) a reference to an instrument, a document or agreement, including these Terms and Conditions or a Contract, includes a reference to that instrument, document, Terms and Conditions or Contract as novated, altered or replaced from time to time;
- (i) a reference to \$ is a reference to Australian currency; and
- (j) a reference to "we", "us" or "our" is to The Village Foundation Pty Ltd.

4. Licence

- (a) All copyright and other intellectual property rights in the Village Foundation Application (including all trade marks appearing on the Village Foundation Application) are owned by us and/or our licensors.
- (b) If you have your own Validly Issued Login which may be used to access the Village Foundation Application and Profile, we grant you a revocable, non-transferable, non-exclusive licence to use the Village Foundation Application on your Device for your own purposes, and to download and print out a copy of the information available from the Village Foundation Application for your own personal use.
- (c) If you don't have a Profile or a Validly Issued Login, then we grant you a limited licence to view the information available from the Village Foundation Application for your own personal use.
- (d) You must not (and must not attempt to):
 - (i) except as permitted by the licence set out above, use or copy any part of the Village Foundation Application without our written consent;
 - (ii) distribute, translate, modify or tamper with, any part of the Village Foundation Application;
 - (iii) create derivative works of or from any part of the Village Foundation Application;
 - (iv) sell, rent, lease, sub-license, assign, exchange or otherwise transfer your rights under these Terms and Conditions; or
 - (v) permit or assist any person to engage in any act described in paragraphs (i) to (iv) above.

5. Use of the Village Foundation Application

- (a) You must provide your own internet access and Device in order to use the Village Foundation Application. You are responsible for all internet access, data download and other network charges arising from your use of the Village Foundation Application and you acknowledge and agree that we have no responsibility or liability for those charges.
- (b) You are responsible for the operation and maintenance of your Device and for ensuring the Village Foundation Application is accessible from your Device.

6. Creation of a Profile and log ins

- (a) To create a Profile, you must be issued with a Validly Issued Login by your organisation.
- (b) You must use a Validly Issued Login to create a Profile and access the Village Foundation Application using your Profile. You must obtain a Validly Issued Login as required by us and use it in the manner we direct from time to time in order to access the Village Foundation Application. The Company may decline to provide you with a Validly Issued Login for the Village Foundation Application in its sole discretion.

- (c) You must keep your Validly Issued Login for the Village Foundation Application confidential, and not disclose it to any person, or authorise or permit any other person to use the Village Foundation Application using your Validly Issued Login. If you breach your obligations under this paragraph and another person uses your Validly Issued Login for the Village Foundation Application, you are responsible and liable for the use that person makes of the Village Foundation Application with your Validly Issued Login, as if that use of the Village Foundation Application was by you.
- (d) When you create a Profile, you must:
 - (i) use the same name that you use in everyday life;
 - (ii) provide accurate information about yourself;
 - (iii) create only one Profile (your own) and use your Profile for your personal purposes only; and
 - (iv) not give access to your Profile to others or transfer your account to anyone else (without our permission).
- (e) You must promptly must notify us through the Village Foundation Application if:
 - (i) there is any change to any of the contact or other details you create your Profile with us; or
 - (ii) you have reason to believe that another person is aware of your Validly Issued Login or password for the Village Foundation Application.
- (f) We are under no obligation to monitor any transmissions made or content submitted or (where applicable) published using the Village Foundation Application. However, we have the right to monitor, edit, disclose, delete and (where applicable) refuse to transmit or post any such transmissions and content.

7. Your Obligations and consents

- (a) You must not use (or attempt to use) the Village Foundation Application:
 - (i) for any unlawful or dishonest activity, or any activity prohibited by these Terms and Conditions;
 - (ii) to access, transmit, publish or communicate material which:
 - (A) is false, inaccurate, defamatory, offensive, inflammatory, obscene, unsuitable for minors, abusive, indecent, threatening, or otherwise unlawful;
 - (B) is xenophobic, racist, abusive, harassing or hateful;
 - (C) is invasive of a person's privacy or constitutes personal abuse directed at other users;
 - (D) constitutes commercial advertising, the promotion of gambling or the promotion of your own site, software, application or business;
 - (E) contains a virus or other harmful code;
 - (F) infringes a person's copyright or other rights; or
 - (G) contains links to other sites that contain or promote the material identified in paragraphs (A) to (F);
 - (iii) to obtain unauthorised access to (or damage, disrupt or interfere with the operation of) any computer, system, application, network or service;
 - (iv) to transmit, publish or communicate bulk and/or unsolicited messages;
 - (v) in any way that may bring negative exposure or harm to us, the Company, our suppliers or other users of the Village Foundation Application; or
 - (vi) in any way that may cause us. the Company, our suppliers or other users of the Village Foundation Application to incur liability to a third party.

- (b) We may ask you to cease any conduct which we believe is contrary to your obligations under these Terms and Conditions. You must immediately comply with any such request. We may immediately terminate and block your access to the Village Foundation Application or the services provided by the Village Foundation Application for any breach or suspected breach of these Term and Conditions.
- (c) You consent to the collection and use of the de-identified and anonymised personal data you provide while using the Village Foundation Application. You acknowledge and agree that this may include information you provide before you have completed your Profile and started using the services provided through the Village Foundation Application.
- (d) You acknowledge and agree to us sharing your following data with your Company who will be able to see the information and pictures you upload to your personal profile including:
 - (i) personal photos;
 - (ii) name;
 - (iii) suburb; and
 - (iv) number of children, stepchildren and/or grandchildren.
- (e) You acknowledge, agree and understand that other users of the Village Foundation Application (including those from your Company) will be able to view the following information you provide as part of your Profile;
 - (i) Name;
 - (ii) location;
 - (iii) information you add to your profiles such as parenting style and parenting motto;
 - (iv) number of children, step children, grandchildren;
 - (v) personal photos you upload; and
 - (vi) any endorsements you make..

8. Obligations of Mentees

- (a) If you are accessing the Village Foundation Application as a Mentee, you acknowledge and agree that:
 - (i) the information available through the Village Foundation Application is general in nature and is intended only to provide anecdotal lived experience, stories from other users own personal experience, general support and acknowledgement and connections with other parents. It is not intended to be used as, and must not be used as, a substitute for professional medical advice, diagnosis or treatment. You should seek the advice of an appropriately qualified healthcare professional before making decisions about your own circumstances. You should not disregard professional medical advice, or delay seeking it, because of any information contained on the Village Foundation Application or any information obtained through other Users;
 - (ii) if you are experiencing any psychological or physical symptoms that may require assistance from a healthcare provider, you will seek treatment with an appropriately qualified healthcare professional. You acknowledge and agree that the Village Foundation Application is not a substitute for seeking medical advice provided by a qualified medical practitioner;
 - (iii) accessing or using any of the information or services available through the Village Foundation Application does not create any kind of doctor-patient relationship;
 - (iv) Mentors are provided with some basic Training including empathy and active listening. There is no formal training on how to counsel or provide psychological support to a Mentee. Your interaction with Mentors will be based only on your shared experiences as working parents. The accreditation of Mentors as Verified Mentors does not indicate they have completed any further training in counselling or psychological treatment; and

- (v) you acknowledge that the information or opinions provided by Mentors are wholly the opinions of Mentors only and in no way represent the views or opinions of the Village Foundation Pty Limited or the Company and the fact these opinions are expressed through the Village Foundation Application, in no way represents and endorsement of those views by the Village Foundation Pty Limited or the Company.

9. Obligations of Mentors

- (a) If you are accessing the Village Foundation Application as a Mentor, you acknowledge and agree that:
 - (i) before providing any services as a Mentor through the Village Foundation Application you will complete the Training;
 - (ii) we may change the Training requirements from time to time without notice to you. Any changes to Training will be uploaded to the Village Foundation Application. You acknowledge and agree that when the Training requirements have changed you will complete the requirements before continuing to provide any services as a Mentor through the Village Foundation Application;
 - (iii) you will not represent to any other User that you have been provided with training in counselling and psychological support. You understand that the Training you are provided with is limited to basic training in empathy and active listening; and
 - (iv) we may at any time remove your certification as a Mentor or Verified Mentor in our sole discretion.

10. Performance of the Village Foundation Application

- (a) We will use reasonable endeavours to generally make the Village Foundation Application available during our normal business hours. However, the availability of the Village Foundation Application depends on various third party suppliers of both you and us, and accordingly, we do not warrant or guarantee:
 - (i) that you will be able to use the Village Foundation Application at any time; or
 - (ii) that your use of the Village Foundation Application will be continuous, uninterrupted, secure or error-free.
- (b) You acknowledge and agree that the Village Foundation Application may not be available for use from time to time, and that you may be disconnected from your use of the Village Foundation Application at any time for any reason, including if:
 - (i) any network connection difficulties occur;
 - (ii) the systems providing those services are unavailable for any reason (including so that maintenance can be performed);
 - (iii) you breach any of these Terms and Conditions, or
 - (iv) we decide to terminate your access to those services for any reason.
- (c) We make no guarantee as to the reliability or other performance of the Village Foundation Application. The performance of the Village Foundation Application depends on various factors, including the functions, capacity and configuration of your Device, the speed of your internet connection, and the number of users accessing the systems which support the Village Foundation Application.
- (d) The information available through the Village Foundation Application is subject to updates from time to time and, while we aim to ensure that it is up-to-date, there may be delays, errors or omissions that could affect its currency or accuracy. Accordingly, we cannot and do not warrant or guarantee that the information you obtain through the Village Foundation Application is or will be current, complete or accurate at all times. You acknowledge and agree that you will make your own enquiries to determine whether the information you obtain through the Village Foundation Application is current, complete and accurate before using it. Subject to the section headed 'Consumer Guarantees' below, we are not

responsible for any Loss you suffer or incur as a result of your failure to comply with this paragraph.

11. Security

- (a) To use the Village Foundation Application and its features as intended, you must enable the Village Foundation Application to use cookies (if required) and grant it any other permissions and access to your Device that it requires. If you do not grant these permissions and this access, you may be unable to use the Village Foundation Application or some of its features.
- (b) The Village Foundation Application uses the internet to provide services and information. By using the Village Foundation Application, you acknowledge and agree to accept all risks associated with using the internet, including the potential exposure to viruses and harmful code which may affect your Device.
- (c) We do not warrant or guarantee the security of the Village Foundation Application. You are solely responsible for the security of your Device (including any data stored on that Device) and for using appropriate and up-to-date software on your Device to detect and manage the threat posed by viruses and other harmful code.

12. Consumer guarantees

- (a) Under the Australian Consumer Law (and other similar legislation of Australian states and territories), certain statutory guarantees are conferred in relation to the supply of goods or services to a Consumer ("**Consumer Guarantees**").
- (b) Where you as a Consumer acquire goods or services from the Village Foundation Application under these Terms and Conditions and:
 - (i) the goods or services are of a kind ordinarily acquired for personal, domestic or household use or consumption ("**PDH Goods or Services**"), the operation of the Consumer Guarantees cannot be, and are not in these Terms and Conditions, excluded, restricted or modified; or
 - (ii) the goods or services are not PDH Goods or Services, we limit our liability for a failure to comply with any Consumer Guarantee (other than where to do so would otherwise cause all or part of this clause to be void) to, at our option:
 - (A) in the case of goods, repairing or replacing the goods or paying the cost of having the goods repaired or replaced; and
 - (B) in the case of services, re-supplying the services or paying the cost of having the services re-supplied,

and we do not exclude or limit the operation of the Consumer Guarantees under any other provision of these Terms and Conditions or in any other manner and you agree it is fair and reasonable in all the circumstances for our liability to be so limited. You acknowledge and agree the Village Foundation Pty Limited is just a forum to facilitate exchange of ideas and it is not providing the services provided by Mentors through the Village Foundation Application,

13. Liability

- (a) Subject to clause 12 but notwithstanding any other term of these Terms and Conditions, you acknowledge and agree that your access to, and use of, the Village Foundation Application is at your own risk.
- (b) To the extent permitted by law, we exclude from these Terms and Conditions all representations, guarantees, conditions, warranties, rights, remedies, liabilities and other terms that may be conferred or implied by statute, general law or custom, except any guarantee or right conferred under any legislation (including the Australian Consumer Law), the exclusion of which would contravene legislation or cause part or all of this clause to be void.

- (c) Except for any liability under the Consumer Guarantees, we exclude all responsibility and liability arising from or in connection with your access to, and use of, the Village Foundation Application, including, without limitation:
 - (i) any and all actual or anticipated loss of profits, revenue, goodwill, savings, data, business opportunity, or expectation, and any and all indirect, special, consequential, punitive or exemplary Losses; and
 - (ii) any other Losses.
- (d) Subject to the Consumer Guarantees we also exclude liability for:
 - (i) the collection and use of any User's personal information or data provided to The Village Foundation Pty Limited, which may be used by The Village Foundation Pty Limited or a third party in research connected with postpartum health or another related research area;
 - (ii) the accuracy of any transmission or information made, or content submitted, or (where applicable) published by any User of the Village Foundation Application;
 - (iii) any statements, representations or advice of any kind given by a Mentor or Verified Mentor to a Mentee;
 - (iv) the Training provided to Mentors and Verified Mentors, including but not limited to any procedures and processes related to the Training;
 - (v) any statements, representations or information provided by a User to The Village Foundation Pty Limited in connection with obtaining a Validly Issued Login;
 - (vi) the personal safety of any User accessing or using the Village Foundation Application; and
 - (vii) the storage, use or disclosure of Confidential Information by any User of the Village Foundation Application.

14. Confidentiality

- (a) If you access any Confidential Information using the Village Foundation Application, you must:
 - (i) keep such Confidential Information confidential;
 - (ii) use such Confidential Information only in accordance with the Terms and Conditions; and
 - (iii) not disclose such Confidential Information to any person (except you may disclose information received from Mentors to your partner or family).
- (b) The obligations in paragraphs (a)(i) to (a)(iii) above will continue to apply even if your access to the Village Foundation Application is disabled, terminated, suspended or withdrawn.

15. Consent to use of data

You consent to the collection, use and disclosure of the de-identified and anonymised personal data you provide while using the Village Foundation Application. You acknowledge and agree that this may include information you provide before you have completed your Profile and started using the services provided through the Village Foundation Application.

16. Privacy

- (a) We will collect, use and store your personal information in accordance with these Terms and Conditions, the Privacy Policy and applicable legislation, including for the purposes of making available the Village Foundation Application, complying with our legal obligations, and improving the user experience in relation to the Village Foundation Application.

- (b) If you use the Village Foundation Application, the information that we may collect and store includes, without limitation:
 - (i) the type of operating system and/or other software or firmware used by your Device;
 - (ii) the data you send and receive using the Village Foundation Application, and the type and quantity of that data;
 - (iii) the dates on which and times at which you use the Village Foundation Application; and
 - (iv) the IP and MAC address of your Device.
- (c) You represent and warrant to us that the personal information you provide to us are complete and accurate.

17. Third party links and communication

- (a) The Village Foundation Application may contain links to other sites over which we have no control. Those links are provided for your convenience only, and we are not responsible for their use, effect or content. We make no representations or warranties as to, and accept no responsibility for, the accuracy of information on those sites, nor do we endorse any information, opinions, goods or services referred to on them.
- (b) The Village Foundation Application allows you to communicate with third parties. In no way do those third parties represent the Village Foundation Pty Limited or the Company as employees, agents or representatives. The views expressed by Mentors are expressed in their personal capacity and in no way represent the views or opinions of the Village Foundation Pty Limited or the Company. The Village Foundation Pty Limited's obligation is limited to providing a mechanism to facilitate such discussions.

18. Suspension, withdrawal of or changes to Village Foundation Application

- (a) We reserve the right to:
 - (i) suspend your use of, or withdraw, the Village Foundation Application and/or any of its features or components; and
 - (ii) add to, amend, remove, or disable access to, any part of the Village Foundation Application, in each case at any time and for any reason, without notice to you.
- (b) If requested by us, you must immediately:
 - (i) cease use of the Village Foundation Application; and/or
 - (ii) destroy, expunge, disable or restrict access to any information from the Village Foundation Application that you have printed or downloaded, and any information derived or generated from that information.

19. Miscellaneous

- (a) We do not waive a right, power or remedy in connection with these Terms and Conditions if we fail to exercise or delay in exercising the right, power or remedy.
- (b) These Terms and Conditions are governed by the laws of New South Wales. You submit to the non-exclusive jurisdiction of the courts of New South Wales and the courts having appeal from them.
- (c) If the whole or any part of a provision of these Terms and Conditions is or shall become void, unenforceable or illegal, the remainder of these Terms and Conditions shall have full force and effect. The parties agree that in such a case, the provision held void, unenforceable or illegal shall be replaced by such provision that in its commercial and legal context is most similar to the provision held void, unenforceable or illegal.