

# Website Terms of Use

## 1 About this website

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The Beautiful Children's Rhymes website is owned and operated by Red Flash Pty Ltd (trading as Beautiful Children's Rhymes) under the domain name [www.beautifulchildrensrhymes.com](http://www.beautifulchildrensrhymes.com)

Your use of the Content on the Beautiful Children's Rhymes website is governed by these Terms of Use and our [Privacy Statement](#). By using the Beautiful Children's Rhymes website, you agree to be bound by these Terms of Use.

## 2 Links to other websites

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The Beautiful Children's Rhymes website may contain links to third party websites. We do not sponsor or endorse the operators or content of any linked websites. Subject to any applicable law which cannot be excluded, we make no warranties or representations regarding the quality, accuracy, merchantability or fitness for purpose of any linked websites, material or products or services.

## 3 Information available on the Beautiful Children's Rhymes website

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The Beautiful Children's Rhymes website provides general information only. Some parts of the Beautiful Children's Rhymes website's content is provided by third parties or other users of the Beautiful Children's Rhymes website.

While Beautiful Children's Rhymes has taken reasonable steps to ensure the information provided on this website is accurate and up to date, Beautiful Children's Rhymes does not warrant the reliability, accuracy, correctness or completeness of any of the information or services provided on the Beautiful Children's Rhymes website. Users of the Beautiful Children's Rhymes website must rely solely on their own assessments and verification of its contents.

## 4 Availability of the Beautiful Children's Rhymes website

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As electronic services are subject to interruption or breakdown, access to the Beautiful Children's Rhymes website is offered on an "as is" and "as available" basis.

We do not guarantee that access to the Beautiful Children's Rhymes website will function as intended or be uninterrupted.

We do not represent or warrant that the Content on the Beautiful Children's Rhymes website, or the facilities that make it available, will not cause damage or are free from any computer virus or any other defects or errors.

We may withdraw the Beautiful Children's Rhymes website at any time and without notice to you. We may limit or restrict the use you make of the Beautiful Children's Rhymes website.

All Content is provided without guarantees or warranties of any kind, either express or implied. All terms implied by law, except those that can not be lawfully excluded, are excluded. All Content is subject to change without notice.

## 5 Purchases and other terms

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### 5.1 Additional terms

In addition to these Terms of Use, other terms of use or conditions may apply to your use of specific parts of the Beautiful Children's Rhymes website. By using these parts of the Beautiful Children's Rhymes website, you also agree to be bound by these additional terms.

Additional terms and conditions may apply to your purchases of products or services from the Beautiful Children's Rhymes website. By purchasing the product or service, you agree to be bound by these additional terms.

If there is a conflict between these Terms of Use and the terms applicable to a specific part of the Beautiful Children's Rhymes website or for any product or service offered through the Beautiful Children's Rhymes website, the latter terms will prevail with respect to your use of that part of the Beautiful Children's Rhymes website or the specific product or service.

### 5.2 Beautiful Children's Rhymes products and services

Beautiful Children's Rhymes obligations, if any, with regard to its products and services are governed solely by the agreements pursuant to which they are provided, and nothing on the Beautiful Children's Rhymes website alters such agreements.

Beautiful Children's Rhymes may make changes to any products or services offered on the Beautiful Children's Rhymes website, or to the prices for those products or services, at any time, without notice. Content on the Beautiful Children's Rhymes website relating to products and services may be out of date, and Beautiful Children's Rhymes makes no commitment to update such Content.

## 6 Your use of the Beautiful Children's Rhymes website

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### 6.1 No lifting of Content

You must not use any robot, spider, screen scraper, data aggregation tools, deep-link or other automatic or manual process to access, monitor, copy or extract any part of the Beautiful Children's Rhymes website or any Content; or to in any way reproduce or circumvent the navigational structure or presentation of the Beautiful Children's Rhymes website or any Content; or to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Beautiful Children's Rhymes website.

### 6.2 No hacking

You must not attempt to gain unauthorized access to any part of the Beautiful Children's Rhymes website, or any other systems or networks connected to the Beautiful Children's

Rhymes website, or to any Beautiful Children's Rhymes server, or to any of the products or services offered through the Beautiful Children's Rhymes website, by hacking, password "mining" or any other illegitimate means.

You must not probe, scan or test the vulnerability of the Beautiful Children's Rhymes website or any network connected to the Beautiful Children's Rhymes website. You must not breach the security or authentication measures on the Beautiful Children's Rhymes website or any network connected to the Beautiful Children's Rhymes website.

### **6.3 No interference or overloading**

You must not interfere or attempt to interfere with the proper working of the Beautiful Children's Rhymes website or any transaction being conducted on the Beautiful Children's Rhymes website, or with any other person's use of the Beautiful Children's Rhymes website.

You must not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Beautiful Children's Rhymes website or Beautiful Children's Rhymes systems or networks, or any systems or networks connected to the Beautiful Children's Rhymes website or to Beautiful Children's Rhymes.

### **6.4 No unlawful use**

You must not use the Beautiful Children's Rhymes website or any Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of Beautiful Children's Rhymes or others.

## **7 Intellectual property rights**

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### **7.1 Our Content**

All intellectual property rights in the Content is owned or licensed by Beautiful Children's Rhymes.

Beautiful Children's Rhymes grants you a limited, revocable, non-sub licensable licence to view the Content solely for your personal use in connection with using the Beautiful Children's Rhymes website.

Except where necessary for viewing the Content on the Beautiful Children's Rhymes website on your browser, or as permitted under the Copyright Act 1968 (Cth) or other applicable laws or these Terms of Use, you must not reproduce, modify, translate, publish, upload to a third party, link to, frame, perform in public, distribute or transmit any of the Content in any form by any process without Beautiful Children's Rhymes specific prior written consent.

### **7.2 Proprietary marks**

"Beautiful Children's Rhymes", and all associated trademarks, are trademarks of Beautiful Children's Rhymes.

You must not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Beautiful Children's Rhymes website.

## 8 Limitation of Liability

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Subject to any responsibilities implied by law and which cannot be excluded, Beautiful Children's Rhymes and its directors, employees, agents and contractors, are not liable to you for any losses, damages, liabilities, claims and expenses (including but not limited to legal costs and defence or settlement costs) whatsoever, whether direct, indirect or consequential, arising out of or referable to any Content on the Beautiful Children's Rhymes website, to any material on linked websites, or to your access or use of the Beautiful Children's Rhymes website, howsoever caused, whether in contract, tort (including negligence), statute or otherwise.

Our liability for breach of a condition or warranty implied by law which cannot be excluded is limited to the extent possible, at our option, to the supply of the goods or services again, the repair of the goods, or the payment of the cost of having the goods or services supplied again or repaired.

## 9 Indemnity

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You indemnify Beautiful Children's Rhymes in respect of any liability, loss, damage, cost or expense suffered or incurred arising from or in connection with your breach of these Terms of Use or your use of the Beautiful Children's Rhymes website.

## 10 Linking to the Beautiful Children's Rhymes website

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Please contact Beautiful Children's Rhymes if you would like to place a link to any part of the Beautiful Children's Rhymes website.

## 11 Acceptance and changes to these Terms of Use

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Your use of the Beautiful Children's Rhymes website constitutes your acceptance of these Terms of Use. We may at any time vary the Terms of Use by publishing the varied Terms of Use on the Beautiful Children's Rhymes website. You accept that by doing this, we have provided you with sufficient notice of the variation.

## 12 Jurisdiction

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The law applicable to the Beautiful Children's Rhymes website and to disputes arising from or in connection with the Beautiful Children's Rhymes website is the law of the State of Western Australia, Australia.

You irrevocably submit to the exclusive jurisdiction of the courts of Western Australia.

## 13 Definitions

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The meanings of the terms used in this document are set out below:

**Beautiful Children's Rhymes, our, us or we** means Red Flash Pty Ltd (ABN 88 127 106 138), trading as Beautiful Children's Rhymes.

**Content** means all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which you may have access to as part of, or through your use of the Beautiful Children's Rhymes website.

**Terms of Use** means these Website Terms of Use.

**you or your** means the person who accepts these Terms of Use, either personally or on behalf of an association or other legal entity and includes, if acceptance is on behalf of an association or other legal entity, the association or other legal entities' officers, employees, members and agents.