

## **Terms and Conditions of Website Use**

as at 17 December, 2018

### **Overview**

This website, <http://www.alns.com.au>, is owned and operated by Fran Davidson trading as Adult Literacy & Numeracy Services, whose registered office is in Haberfield NSW Australia (ABN 74468812406). These terms and conditions supersede those published 01 June, 2016. Please read them carefully before continuing to visit this site. They will evolve over time to reflect customer needs and legal, taxation and regulatory changes. When this occurs, a notice will be placed on the website and account holders will be notified by email.

The terms 'Adult Literacy & Numeracy Services', 'ALNS', 'Fran Davidson', 'I', 'us', 'my', 'our' or 'we' refers to Fran Davidson trading as Adult Literacy & Numeracy Services (ABN 74468812406, New South Wales). The term 'you' or 'your' refers to this website's users, browsers, visitors, vendors, customers, merchants and contributors of content. The terms 'the website', 'this website', 'this site', 'the site', 'the service', 'this service', 'our service' refer to the website <https://www.alns.com.au> and its contents, products and services.

You can review the most current version of these terms and conditions at any time on this page. By accessing or using any part of the site or downloading resources from it, you agree to comply with and be bound by these terms and conditions. Together with ALNS' copyright notice and privacy policy, they govern Fran Davidson's (trading as Adult Literacy & Numeracy Services) relationship with you in connection with this site. **If you do not agree to all of this agreement, please do not continue visiting or using this website.** If these terms and conditions are considered an offer, acceptance is expressly limited to them.

Any features or tools which are added to this site or online store in future shall also be subject to these terms and conditions. We reserve the right to update, change or replace any part of these terms and conditions by posting updates and/or changes to our website. It is your responsibility to check this page periodically to keep abreast of changes. Your continued use of or access to this website following the posting of any changes constitutes acceptance of those changes.

### **Website disclaimer**

The information contained in this website is provided for general information. While we endeavour to keep things up-to-date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services or graphics it contains. Any reliance you place on such information is strictly at your own risk.

In no event will we be liable for any loss or damage including, without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this website.

Through this website you can link to other websites which are not under our control. We can bear no responsibility for the nature, content and/or availability of those sites. The inclusion of links does not necessarily imply that we recommend or endorse third parties' views.

Every effort is made to keep this website running smoothly. However, ALNS takes no responsibility for, and will not be liable for, the site being temporarily unavailable due to technical issues beyond our control.

## Website Usage Terms and Conditions

The use of this website is subject to the following terms and conditions:

### SECTION 1 - ONLINE STORE TERMS

By agreeing to these terms and conditions, you represent that you are at least the age of majority in Australia and your state or province of residence, or that you are the age of majority in Australia and your state or province of residence and you have consented to one or more of your minor dependents using this site. ALNS does not knowingly transact with individuals under the age of 16 years without the consent of their legal guardian.

This website uses cookies to monitor visitors' browsing preferences. If you allow cookies to be used, the following personal information may be securely stored and used by us: name, email address, address, geographical location, browser details, contact numbers, purchasing history, browsing history. For more details, see our privacy policy ([here](#)).

Our website and online ecommerce facilities are hosted and provided by third parties. This helps us present an information and e-commerce platform that promotes Fran Davidson trading as Adult Literacy & Numeracy Services, and sells ALNS resources. These terms and conditions apply only to this website. ALNS cannot be responsible for what other websites do, state, offer or produce.

You may not use our products for any illegal or unauthorised purpose nor may you, in the use of our products or services, violate any laws in Australian and/or your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms, viruses or any code of a destructive nature.

A breach or violation of any of these terms and conditions will result in the immediate termination of our relationship with you.

### SECTION 2 - GENERAL CONDITIONS

ALNS reserves the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information) may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. See more about this in our privacy policy ([click here](#)).

You agree not to reproduce, duplicate, copy, sell, resell or exploit any resource or part of this website, use of the site, or access to the site or any contact on this website through which the service is provided without our express, written permission.

Your use of this website and any dispute arising out of your use of it is subject to the laws of New South Wales, Australia.

Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these terms and conditions.

### SECTION 3 - ACCURACY, TIMELINESS, PERFORMANCE, COMPLETENESS AND SUITABILITY OF INFORMATION

The content of the pages of this website is for your general information and use only, and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. The material on this site is subject to change without notice.

Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

The resources sold via this website depict one teacher's view of the stages involved in teaching adults literacy or numeracy. They may or may not mirror your perspectives about teaching, learning, Australian grammar or your students' needs. They do not constitute a lesson plan or guarantee the success of your program. They are supplied upon the premise that you will assess their veracity based upon the needs of your students; the program you are running; and your organisation. As a purchaser, user and/or employer of people who purchase, download or use these resources, the risk in doing so is totally yours.

Your use of any information or materials on this website is entirely at your own risk for which we shall not be liable. It shall be your responsibility to ensure that any products, services or information available through this website meet your specific requirements.

This website contains resources and material which are owned by or licensed to us. These resources and materials include but are not limited to the content, design, layout, look, appearance and graphics. Any reproduction of the website's material is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions. To read our copyright notice, [click here](#).

All trademarks reproduced in this website which are not the property of or licensed to us are acknowledged on the website.

### SECTION 4 - MODIFICATIONS TO THE SERVICE, PRODUCTS AND PRICES

We reserve the right at any time to modify or discontinue any product or service (or any part or content thereof) without notice.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the service. For more information, scroll down to read Section 9 - Returns and Refunds.

Your right to download, modify and/or use any document sold on this website varies depending upon whether you are an individual or a representative of a government-recognised educational institution. Please refer to the copyright notice to learn more about this ([click here](#)).

### SECTION 5 - PRICES, PAYMENT, RESOURCES AND DOWNLOADS

Prices for downloads are quoted on our website and, while we endeavour to publish them correctly, it is possible that some may be incorrect. We confirm our prices as part of the purchasing process before you're asked to make your payment.

All prices cited on this website are in Australian dollars and are subject to change without notice at any time. These changes will not affect download agreements that are already in force.

Payment for all downloads must be made by via PayPal before access to the product is provided. After you have submitted your order, we may take and be entitled to receive the full value of your order. Access to resources and downloads will be withheld until the full price is received in cleared funds.

PayPal is a third party gateway over which ALNS has no control. We cannot be responsible for any issues arising from your use of PayPal's services. If you experience difficulty using PayPal, contact them directly.

PayPal cannot guarantee that an ALNS resource will always be available. If you experience any difficulty, please contact Adult Literacy & Numeracy Services at [info@alns.com.au](mailto:info@alns.com.au).

Your credit card provider may perform a security check when you submit your order to confirm your identity. Contact your financial institution directly if you have any questions about this.

Adult Literacy & Numeracy Services does not ask for or store your financial data. You provide this information exclusively to PayPal at the time of purchase. PayPal's privacy statement can be read [here](#).

Your statutory rights remain unaffected by these terms and conditions.

In purchasing a resource from this website, you warrant to us that:

- a) you are legally capable of entering into binding contracts;
- b) you have full authority, power and capacity to agree to the download agreement;
- c) the information provided in your order is accurate and complete; and
- d) you own or have access to the necessary devices, systems, software and network connections to receive and enjoy the benefit of the resources you purchase. The advertising of ALNS resources on our website constitutes an "invitation to treat"; any order you place for them constitutes a contractual offer. The download agreement will not come into force between you and us unless and until we accept your order in accordance with the procedure below.

The only language in which we provide resources and the download agreement is English. In order to enter into a download agreement, you will need to take the following steps:

- (i) add the resources you wish to purchase to your shopping cart, then proceed to the checkout;
- (ii) provide your details, confirm your order and consent to our privacy policy and purchase agreement;
- (iii) verify the accuracy of all your information and make any corrections before finalising your order;
- (iv) PayPal will then facilitate, manage and record your payment, and advise us that it has been successful;
- (v) we will issue you with an email confirming your order (at which point, in each case, this download agreement will come into force). Once the agreement is in force, you will be able to access your resources from the "my account" area of the website.

We will not file a copy of the download agreement specifically in relation to your order. We may update the download agreement on this website from time to time and do not guarantee that the version you have agreed to will remain accessible. We therefore recommend that you print and retain a copy of it for your records and check for updates over time.

## SECTION 6 - PRODUCTS OR SERVICES

Certain products or services may be available exclusively online through the website and are subject to return or exchange only according to our returns and refunds policy (Section 9, below).

Given the nature of digital downloads, we have made every effort to adequately describe the content of each resource sold. We cannot guarantee that these descriptions will meet all of your needs. All purchases of ALNS' resources are made at your risk.

We reserve the right but are not obligated to limit the sales of our products or services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services we offer. All descriptions of products or product pricing are subject to change at any time without notice at our sole discretion. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information or other material purchased or obtained by you will meet your expectations, or that any errors in the service will be corrected. For more details, please read Section 9 - Returns and Refunds.

#### SECTION 7 - ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per organisation or per order. These restrictions may include orders placed by or under the same customer account; the same credit card; and/or the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by using the e-mail, billing address and/or phone number provided when the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate information for all purchases made online via this website. You agree to promptly update your information so that we can complete your transactions and contact you as needed. We agree to securely use, store and maintain your data in a commercially appropriate manner as outlined in our privacy policy ([here](#)).

#### SECTION 8 - OPTIONAL TOOLS

We may provide you with access to third-party tools which we neither monitor nor have any control over nor input into. Examples include PayPal's payment gateway; terms and conditions checkboxes; cookies; and website extensions and plug-ins. You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools. Read more in our privacy policy.

Your use of any optional tools offered through this website is entirely at your own risk and discretion. You should ensure that you are familiar with and approve of the terms under which third-party tools are provided.

We may also, in the future, offer new services and/or features through this website (including the release of new tools and resources). Such new features and/or services shall be subject to our privacy policy and these terms and conditions.

#### SECTION 9 - RETURNS AND REFUNDS

Given the nature of downloadable digital items, we do not generally offer refunds or credits on a purchase unless it is required under Australian consumer law or other relevant consumer protection laws. If you would like to request a refund or credit on a purchase you have made on this website, please email [info@alns.com.au](mailto:info@alns.com.au). Proof of identity is required before we can fulfil account-related requests.

Requests for a refund or credit will be assessed on their merits on a case-by-case basis considering the digital nature of the product; the description provided prior to purchase; the time lapse between your purchase and our receipt of your request; the fee charged; and the reason for your request. We reserve the right to refuse to provide a refund or credit on any purchase for any reason.

#### SECTION 10 - THIRD-PARTY LINKS

Certain content, products and services made available via our website may include material from third-parties. Third-party links on this site may direct you to websites with which we are not affiliated. ALNS is not responsible for examining or evaluating the content or accuracy of other sites. We do not warrant and will not have any liability or responsibility for any third-party materials, websites, products or services. Please see our privacy policy for more details.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content or any other transactions made in connection with any third-party websites. Please carefully review the third-party's policies and practices, and make sure you understand them fully, before sharing your personal information. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

#### SECTION 11 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If you send certain specific submissions (for example, feedback, creative ideas, suggestions, proposals, plans or other materials) with or without our request, whether online, by email, postal mail or otherwise (collectively, 'comments'), you agree that we may at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use them in any medium. We are and shall be under no obligation to (1) maintain any comments in confidence; (2) pay compensation for any comments; or (3) respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion to be unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable, or violates any party's intellectual property or these terms and conditions.

You agree that your comments will not violate any right of any third-party, including any copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libellous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of this service or any related website. You may not use a false e-mail address; pretend to be someone other than yourself; or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments forwarded by you or any third-party.

#### SECTION 12 - PERSONAL INFORMATION

Your submission of personal information through ALNS' online store is governed by our privacy policy ([click here to read that](#)).

#### SECTION 13 - ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be typographical errors, inaccuracies or omissions on our site or in our resources which may relate to product descriptions, pricing, promotions, offers, shipping charges, transit times and/or availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update

information or cancel orders if any information on this or any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information on this or any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied on this or any related site should be taken to indicate that all information has been modified or updated.

#### SECTION 14 - FORCE MAJEURE

Fran Davidson trading as Adult Literacy & Numeracy Services is not liable for any problems caused by:

- any event which is beyond our reasonable control.
- hacker attacks, viruses or other malicious software attacks or infections.
- problems with the internet, part of the internet or any third party internet service provider.
- power failure, industrial disputes affecting any third party, governmental regulations, fires, floods, disasters, civil riots, terrorist attacks or wars.

#### SECTION 15 - PROHIBITED USES

In addition to other prohibitions as set forth in these terms and conditions, you are prohibited from using the site or its content:

- (a) for any unlawful purpose;
- (b) to solicit others to perform or participate in any unlawful acts;
- (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances;
- (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others;
- (e) to harass, abuse, insult, offend, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin or disability;
- (f) to submit false or misleading information;
- (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of this or any related website, other websites or the internet;
- (h) to collect or track the personal information of others;
- (i) to spam, phish, hack, pharm, pretext, spider, crawl or scrape; or
- (k) to interfere with or circumvent the security features of this or any related website, other websites or the internet.

We reserve the right to terminate your access to or use of this website and its products or services if you attempt these sorts of actions.

ALNS will collect and/or authorise the collection of information at any time an unauthorised attempt is made to interfere with and/or compromise the security of this website and/or its data files, or to negatively impact our privacy, commercial or legal rights; those of other website visitors; or the public at large. This will be done in accordance with Australian and international legislation, and our privacy policy.

#### SECTION 16 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results obtained from the use of this website will be accurate or reliable.

You agree that, from time to time, we may remove the service for indefinite periods of time or cancel the service without notifying you.

You expressly agree that your use of, or inability to use, <https://www.alns.com.au> is at your sole risk. All products and services delivered to you through this website are (except as expressly stated by us) provided 'as is' and 'as available' for your use without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title and non-infringement.

In no case shall Fran Davidson trading as Adult Literacy & Numeracy Services, its directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim or any direct, indirect, incidental, punitive, special or consequential damages of any kind, including without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any part of the website or any resources procured on the site, or for any other claim related in any way to your use of the site or any product including, but not limited to, any errors or omissions in any content or any loss or damage of any kind incurred as a result of the use of the website or any content (or product) posted, transmitted, or otherwise made available on it, even if advised of their possibility. Where a state or jurisdiction does not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

#### SECTION 17 - INDEMNIFICATION

You agree to indemnify, defend and hold harmless Fran Davidson trading as Adult Literacy & Numeracy Services and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these terms and conditions or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

In no event will we be liable for any loss, damage, cost or expense including legal costs and expenses (whether direct or indirect) incurred by you in connection with the use of this website.

You indemnify us from and against all claims, suits, demands, actions, liabilities, costs and expenses (including legal costs and expenses on a full indemnity basis) resulting from your use of our website.

#### SECTION 18 - SEVERABILITY

In the event that any provision of these terms and conditions is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these terms and conditions. Such determination shall not affect the validity and enforceability of any other remaining provisions.

#### SECTION 19 - TERMINATION

The obligations and liabilities of all parties incurred prior to a termination date shall survive the termination of this agreement for all purposes.

These terms and conditions are effective unless and until terminated by either you or us. You may terminate them at any time by notifying us that you no longer wish to use our services or by ceasing to use our site.



If, in our sole judgment, you fail or we suspect that you have failed to comply with any term or provision of these terms and conditions, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination. We may also deny you access to our services (or any part thereof) in such an instance.

#### SECTION 20 - ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these terms and conditions shall not constitute a waiver of such right or provision.

These terms and conditions, and any policies or operating rules posted by us on this site or in respect to it, constitute the entire agreement and understanding between you and us, and govern your use of the service. They supersede any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the terms and conditions).

Any ambiguities in the interpretation of these terms and conditions shall not be construed against the drafting party.

#### SECTION 21 - GOVERNING LAW

These terms and conditions and any separate agreements whereby we provide you services shall be governed by and construed in accordance with the laws of New South Wales and Australia.

#### SECTION 22 - CHANGES TO TERMS AND CONDITIONS

You can review the most current version of the terms and conditions of use at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these terms and conditions by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website following the posting of any changes to these terms and conditions constitutes acceptance of those changes.

#### SECTION 23 - CONTACT INFORMATION

Questions about these terms and conditions should be emailed to [info@alns.com.au](mailto:info@alns.com.au).

#### **Copyright Notice**

This website and its content are the copyright of Fran Davidson trading as Adult Literacy & Numeracy Services - © Fran Davidson from 2016 (i.e. the publishing date for a resource or content). To read ALNS's copyright notice, [click here](#).

#### **Privacy Policy**

Our privacy policy outlines how Fran Davidson trading as Adult Literacy & Numeracy Services uses, stores and maintains your information. To read it, [click here](#).

## References

The above terms, conditions, notices, disclaimers and policies have been sourced from the following templates:

shopify.com at [https://www.shopify.com.au/tools/policy-generator/show/NVE4SEttRjVJb0JMNU9kZFdPdEswZz09LS05UIJZTGFPOtImbjZjM3pBVEIHRtIRPT0=--addcd5ec8767ef33517732b66b477d7398684386?utm\\_campaign=growth\\_tools&utm\\_content=policy&utm\\_medium=email&utm\\_source=sendgrid](https://www.shopify.com.au/tools/policy-generator/show/NVE4SEttRjVJb0JMNU9kZFdPdEswZz09LS05UIJZTGFPOtImbjZjM3pBVEIHRtIRPT0=--addcd5ec8767ef33517732b66b477d7398684386?utm_campaign=growth_tools&utm_content=policy&utm_medium=email&utm_source=sendgrid)

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between 14-16 February, 2017.