

# Terms of Use

## Information Hub



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## Welcome

Welcome to The Smith Family's "Information Hub" website (Information Hub). The Information Hub is provided to the user (you) by The Smith Family (ABN 28 000 030 179) (we, us or our).

The Information Hub is an online resource for information about Learning for Life, our programs and offers, and resources to develop your digital skills and help you support your child or children at school and beyond.

Each reference in these Terms of Use to "the materials" means all materials that we make available to you on the Information Hub.

The Information Hub is intended for use by The Smith Family families, students and team members only (Intended User).

## Our agreement

1. By using the Information Hub, you agree that you are an Intended User and will comply with these Terms of Use.
2. If you do not agree to these Terms of Use, you may not access or use the Information Hub and must immediately disconnect from it.
3. You acknowledge and agree that, subject to applicable laws, we may modify these Terms of Use at any time.

## Your acknowledgement

4. By using the Information Hub and agreeing to these Terms of Use, you acknowledge, understand and confirm that:
  - a. our purpose is to help disadvantaged Australian children get the most out of their education, so they can create better futures for themselves;
  - b. the Information Hub is a website we have developed for The Smith Family families, students and team members; and
  - c. your access to the materials is for informational, personal and educational purposes only, consistent with our purpose.

## Your obligations

5. You are granted permission to access and use the materials on the Information Hub and electronically copy, and print to hard copy, portions of the materials for your informational, personal, educational and non-commercial use only. You must not use the materials for any other purpose.
6. You must not:
  - a. sell, transfer or rent the materials to third parties;
  - b. distribute or publicly display any of the materials;
  - c. use the materials in ways that:
    - i. could cause us to be in breach of any law or to incur a liability to any third person or entity; and
    - ii. could cause damage to our good name and reputation.
7. You must comply with any instructions we give you about how to use the Information Hub and must not do anything that interferes with or adversely affects the normal operation of the Information Hub or The Smith Family website (including the ability of other users to access or use the Information Hub or The Smith Family website).
8. You are responsible for ensuring the security of the systems and devices that you use to access the Information Hub, including through use of appropriate virus-checking and other security software.
9. In using the Information Hub, you must comply with all applicable laws (including any legislation, regulation, code, practice, guidelines, standards or other law issued by relevant legislators, courts, regulators, authorities or industry bodies).

## Information Hub accessibility

10. Though you need not register or open an account with us to access the Information Hub, you must have a My Smith Family account to take advantage of offers promoted through the Information Hub.
11. The Information Hub is only accessible via a web address shared with you. We request that you do not share the web address outside of your family or The Smith Family.

## Intellectual Property

12. All the intellectual property rights in and to the materials published on Information Hub are owned by or licensed to us by their creators.
13. We may update and change the materials, including by removing them, at any time in our discretion.

## Hyperlinks

14. The Information Hub contains hyperlinks to other websites operated by third parties who are not associated with us. These links are provided so you can access other relevant materials for your information only. We have no control over those websites or the services made available through them, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

## Third-party cookies

15. To better communicate our work, we sometimes embed photos and video content from websites such as YouTube. Pages with this embedded content may present cookies from these websites. We do not control the dissemination of these cookies. You should check the relevant third-party website for more information about these.

## Submission of suggestions and ideas to us by you

16. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Information Hub provided by you to us are non-confidential and become our sole property at the time of submission. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these submissions for any purpose, without acknowledgement or compensation to you.

## Liability

17. While we use reasonable care and skill in operating the Information Hub, we cannot promise that the Information Hub will always be available or completely free of faults or errors.
18. To the maximum extent permitted by law, except as expressly set out in these Terms of Use, we exclude:
- a. all conditions, representations, warranties and statutory guarantees, whether express or implied, in relation to the Information Hub; and
  - b. any liability (whether in contract, tort (including negligence), or otherwise) for any indirect or consequential loss, damage or expense incurred by you or any other user in connection with the Information Hub.

19. You release The Smith Family and our personnel, employees, agents and representatives, from and against all loss, damage, liability, charge, expense or cost (including all reasonable legal and other professional costs on a full indemnity basis) of any nature or kind arising from your use of the Information Hub or your breach of these Terms of Use.

## Privacy

20. We will manage any personal information that we collect from you through the Information Hub in accordance with our Privacy Policy, which you can access [here](#).

## General

21. If any part or provision of these Terms of Use is judged invalid or unenforceable in a jurisdiction, it is severed for that jurisdiction and the remainder of these Terms of Use will continue to operate.
22. These Terms of Use are governed by the law in force in New South Wales. Each party submits to the exclusive jurisdiction of the courts of New South Wales.
23. These Terms of Use constitute the entire agreement of the parties about its subject matter and supersede any previous understandings or agreements on that subject matter.
24. If you have a question about using the Information Hub, please direct questions or comments about the Information Hub or its contents to [scholarshipsupport@thesmithfamily.com.au](mailto:scholarshipsupport@thesmithfamily.com.au).

These Terms of Use are effective as of May 2025.