

## **Rose<sup>3</sup> Website terms of use**

Welcome to Rose<sup>3</sup> (ABN 83424047191) website. The following are the terms and conditions upon which we allow you to access our website.

By visiting and using this website ([www.rose3.com.au](http://www.rose3.com.au)) (the site) you agree and acknowledge to use the site in accordance with the following terms and conditions. The Rose<sup>3</sup> [Privacy Policy](#) and [Terms of Membership](#) must be read in conjunction with these terms and form part of terms of use. These terms maybe changed or updated at anytime without notice.

The materials and information or Products (membership etc) on the site are provided “as-is” and “without liability”. Rose3 derives it’s information from sources which it believes to be accurate and up to date at the time of publication. All information provided is done so in good faith. Rose3 does not give any express or implied warranties of the suitability, completeness, relevance, accuracy of any or all materials for the individual and particular needs of you or the needs of the children in your care.

All Carers, Educator’s (both professional and paraprofessional), parents, guardians and others caring for children or accessing information from the site, are responsible for the environments and children in their care and their own actions and decisions. Users of this site are expected to exercise their “duty of care” regards to all decisions on use or utilization of materials from this site.

All information, advice or other data on the site is provided as general guidance only. Use of and reliance upon the site and it’s contents is entirely at your own risk and discretion. Rose3 disclaims any and all responsibility or liability for any loss, damage, injury, and action of uses or other claim whatsoever arising from reliance upon the site to fulfil individual and specific needs.

This site should not be used as a substitute for proper individual, professional diagnosis, advise, planning or treatment. This site, including all information, comments added by contributors and suggestions is a general guide and cannot determine specific appropriate content for early childhood programs , educators, children or families and others using the site.

In no event will Rose3, it’s employees, agents, contractors, suppliers or any other third parties mentioned on the site be liable for any loss, costs or damages arising from the use or inability to use the site, content or services. Rose3 is not liable to you or any third parties for any personal injury, including death caused by access to, use or misuse of the site, the content or the services.

All materials written for and presented on the Rose3 website are subject to copyright, trademark or other intellectual property law and belong to Rose3. Some materials presented may be subject to patent, copyright, trademark, design, confidentiality or other intellectual property rights by other parties, companies and government agencies and are being presented or adapted by permission by Rose3. A user or member of this site agrees to utilise materials as expressly permitted by these terms of use or by law.

Rose3 will not be responsible for failure to offer services or perform any obligations if failure is caused by any matter beyond its reasonable control such as (but not limited to) industrial disputes, internet and communication failure, fire, flood, war, explosion, accident or act of God.

The Rose3 site and any materials and services must not be utilised in any unlawful manner or materials used in anyway that be inappropriate, profane, defamatory, infringing, obscene, or indecent.

## **Privacy Policy**

This privacy policy covers Rose3's treatment of personally identifiable information collected when you use the website or membership area of Rose3.

Following are the data practices agreed to by users and members:

Member will be required to submit personal information about themselves only, as an individual user of this site, you (the member or user) will consent to our collection of your personal information for the purposes of using this site. Once you are registered for membership, you are known to us.

This information will be collected using a system called WishList Member ([www.wishlist.com](http://www.wishlist.com)) and membership payments will be processed by Paypal ([www.paypal.com](http://www.paypal.com)). These are software products and services utilised by Rose3 and to our knowledge these systems are secure, however, users and members understand there are some limited inherent risks in such online services. Rose3 accepts no responsibility for any loss or damage suffered by users or members as a result of the data collection and payments processed by either or both of these products or services, Rose3 excludes all liability flowing from such data collection and payment processing, to the extent of the law.

## **Information Use**

Rose3 uses personal information to operate the site and provide you with services and the membership level you have requested.

Rose3 will not use any personal information for any purposes, including sell, rent without your consent. Rose3 may need to send personally identifiable information to companies or contractors who work on behalf of Rose3 for the express purpose of supplying services or membership to you, as requested by you. These companies or contractors have not right to utilise you information in anyway other than to assist in the provision of services by Rose3.

Rose3 may collect demographical information for the research or business purposes, however this will be general statistical data and personal information will not be disclosed.

Rose3 may be required, by law, to send personal information about users or members to other companies or outside agencies when subpoenaed, court ordered or following legal process; or a member or user violates Rose3's Terms of use and related guidelines.

Rose3 may be required to access personal information for the purpose of update and correction. If at any time a user or member feels their information is not accurate or complete please contact us, [info@rose3.com.au](mailto:info@rose3.com.au)

## **Membership**

Rose3 uses "Wishlist Member" ([www.wishlist.com](http://www.wishlist.com)) software to secure personal information from unauthorised access. Your membership account is password protected for you privacy and security. Members' should never disclose their password to any persons. This is a personal use password. Rose3 take no responsibility for the security of information if members disclose or misuse the Rose3 site in anyway. Member and users understand that all precaution is taken, however Rose3 cannot guarantee security of transmission.

Members of Rose3 are allowed the temporary, non-exclusive licence to view and print (unaltered) PDF Learning Experiences, Documentation, observation, planning, overview and webbing documents for personal programming and planning use only, available to members from the members area. There are 2 levels of membership:

“10 for 10” members will be allowed to a one off selection of 10 example documents for \$10 as a trial pack. “10 for 10” members will have no further access to the members area after the 10 for 10 trial pack has been printed.

Full members will be able to download PDF planning sheets as required over a 12 month period. Full members will understand that Rose3 Membership allows them to print materials for one member’s personal planning use. The following actions would be seen as breach of this agreement:

To copy, duplicate or permit any third party to copy or duplicate any portion of the PDF planning materials other than for direct use with children in the members direct care and for the purposes this material has been made available to members and users.

To download multiple products, materials or documents for the purpose of creating a database or to create a commercial or non-commercial product in whole or in part.

To misrepresent your identity or impersonate any person.

To copy, sell, transfer, distribute or assign your license to any materials or services offered by Rose3 in any format to any third party.

To obtain or attempt to obtain data, materials or services through any means from the website other than via membership or as a bon a fide user as outlined in this agreement.

Multiple copies downloaded for distribution in any form will be seen as a misuse of the site, a breach of copyright law and prosecution may result. Rose3 may be required in such cases to inform other parties, companies and government agencies of the misuse of their materials also. Member’s misusing the site in anyway will have their membership terminated immediately.

Membership fees become due on the anniversary of initial membership. Memberships unpaid by or on that date will be terminated and no further access will be granted.

Rose3 is for individual educator’s (including carers, educators, parents, teachers, persons caring for children) membership only. Educational centres, schemes, institutions (such as but not limited to Day Care Centres, Family Day Care, Kindergartens, Preschools, Preparatory School and Schools ) are not viewed as individuals and are not allowed to disseminate materials from one or limited memberships. Such organisations that wish to join as a group membership may contact [rebecca@rose3.com.au](mailto:rebecca@rose3.com.au)

These terms of use, privacy policy, membership policy together with any materials or service disclaimers, payment method or membership instructions constitute this agreement. For any further information please contact [info@rose3.com.au](mailto:info@rose3.com.au)