

Terms and Conditions of Use

Effective Date: 1st January 2025

1 Introduction

1.1 How to read these terms and conditions

Welcome to the **TJITJIKU MAI FOOD FOR KIDS** App (the **App**), developed by the **Ngaanyatjarra Pitjantjatjara Yankunytjatjara Women's Council (NPY Women's Council)**. References to "we", "our" and "us" in these terms and conditions refer to the NPY Women's Council. References to "user", "you" and "your" refer to you as the individual accessing and using the App.

1.2 Acceptance of these terms

Your access to and use of the App is subject to these terms and conditions and is free of charge to use.

These terms and conditions are binding on you and us. If you do not agree with these terms, please refrain from using the App. **By using this App, you acknowledge that you have read, understood, and agree to abide by these terms and conditions.**

You may cease accessing and using the App at any time.

2 Disclaimer

THE APP IS NOT INTENDED FOR USE IN EMERGENCY OR LIFE THREATENING SITUATIONS, IF YOU OR SOMEBODY ELSE IS SERIOUSLY INJURED OR IN NEED OF URGENT MEDICAL HELP YOU MUST CALL 000.

The content, advice, and information provided in the App is for informational purposes only. Our App does not provide medical advice nor is it a substitute for professional advice, guidance, diagnosis or treatment from medical or health professionals, dietitians, or child development specialists. It is designed to provide general information only, primarily for typically developing children. Every child is unique, and we recommend that you consult with your healthcare provider for guidance specific to your child.

Please Note: By using this App, you accept full responsibility for any decisions made based on the App's content, and you release NPY Women's Council from any liability for adverse outcomes that may arise from such decisions. The information on the App is made available on the understanding that NPY Women's Council will have no liability (including liability by reason of negligence) to users of the App, or related persons, for any loss, damage, cost or expense incurred or arising by reason of any person using or relying on the information contained in the App and whether caused by reason of error, negligent act, omission or misrepresentation in the information or otherwise.

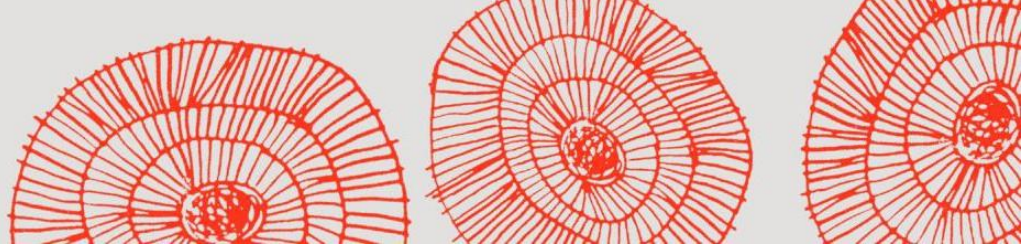
The information made available on this App may change without notice and we are not in any way liable for the currency or accuracy of any information, or in any way interpreted and used by a user.

3 Personal information

Our App does not collect or store any personal information (as defined in the *Privacy Act 1988 (Cth)*) from users.

4 Privacy & Analytics

4.1 Firebase Analytics



We use Firebase Analytics, a service provided by Google, to collect anonymized usage data about how users interact with our App. This may include information such as device type, operating system version, session length, and user interactions with in-app features. We do not combine this data with any personally identifiable information to identify individual users.

4.2 Purpose of Data Collection

The data collected through Firebase Analytics helps us analyze user engagement, improve App performance, and enhance your overall experience. We do not use this data for marketing or advertising purposes, nor do we sell or share it with other third parties except as required by law.

4.3 Data Sharing and Control

Firebase Analytics data is shared with Google to generate aggregated analytics reports. You may opt out of certain Firebase Analytics features by adjusting your device settings (e.g., resetting advertising identifiers or limiting ad tracking). If you uninstall the App, no further data collection will occur. For more information on how Google processes data, please see [Google's Privacy Policy](#).

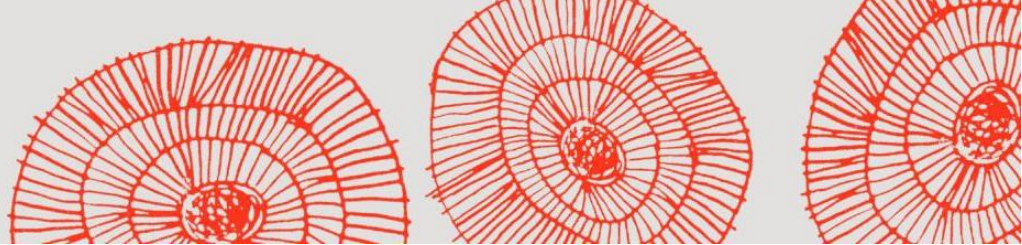
5 User Eligibility and Age Requirements

You must be at least 13 years old to use this App. If you are between the ages of 13 and 18, we recommend that a parent or legal guardian supervises your use of this App and reviews and consents to these terms and conditions on your behalf. By using our App, you represent and warrant that you meet these eligibility requirements

6 Content and Acceptable Use

The App includes videos, images, and resources that depict babies eating various foods, as well as recipes and educational resources developed by the NPY Women's Council. Without limiting the rest of this section 5, users are prohibited from using the App in any way that is unlawful, harmful, or infringes on the rights of others or is not in compliance with all applicable laws.

- You **must not** use the App to:
 - a) obtain or provide health or medical advice or provide any commercial service;
 - b) engage in, promote, or provide information about any illegal, fraudulent or unlawful activities or conduct;
 - c) engage in false, misleading or deceptive conduct;
 - d) create a privacy or security risk to any person;
 - e) breach any laws, encourage or assist the commission of any illegal act;
 - f) infringe a third party's rights, including intellectual and proprietary rights, rights of confidentiality or privacy or contractual rights;
 - g) introduce or distribute viruses, spyware, corrupted files, computer codes, files or any other similar software or programs;
 - h) engage in any conduct that inhibits our ability to provide the App, or any other person from accessing or using the App;
 - i) attempt to circumvent any security safeguard that we use to protect the security of the App and the information and data contained in the App;



- j) publish or link to malicious conduct;
- k) reproduce, modify or exploit any information, software or services available through the App that are not owned by you, except to the extent expressly permitted under section 6;
- l) reverse engineer, decompile, modify, translate, use for competitive analysis, create derivative works from, disassemble, disable or tamper with any part of the software that forms part of the App;
- m) engage in conduct which is defamatory, obscene, threatening, harassing, abusive, slanderous, hateful or embarrassing to any other person; or
- n) engage in any conduct that would reflect negatively on NPY Women's Council, including our goodwill, name or reputation.

NPY Women's Council reserves the right to moderate, edit, or remove content it deems inappropriate, at any time and at its discretion.

7 Intellectual Property and Limited License

Unless otherwise indicated, this App and all content within it (including all copyright and other intellectual property) are the exclusive property of NPY Women's Council. You are granted a limited, non-exclusive licence to use, access and view content on the App for personal, non-commercial purposes. Content may not be copied, modified, reproduced, or otherwise used without prior written permission of NPY Women's Council.

8 Service Limitations and Liability Disclaimer

8.1 Provision and availability of the App

This App is provided on an "as-is" and "as-available" basis, without warranties of any kind. Subject to section 7.3, NPY Women's Council disclaims all guarantees, representations and warranties including but not limited to any liability for any inaccuracies, errors, or service interruptions. In no event shall NPY Women's Council be liable for any damages (including indirect, incidental, or consequential damages) arising from your use or inability to use this App.

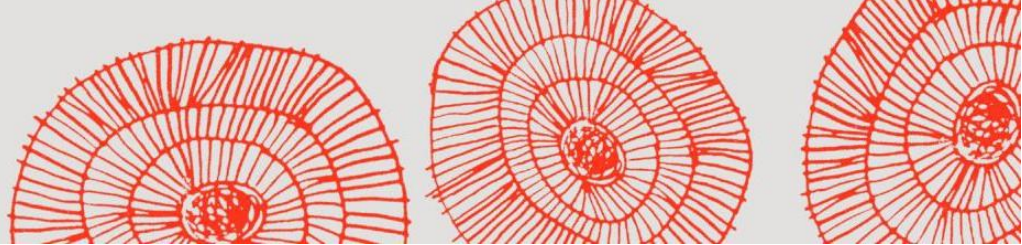
We will not be responsible for any loss, corruption or interception of data sent to or from the App which occurs outside our computer systems (such as those which occur while being sent over the internet). We recommend that you install and use up-to-date anti-virus, anti-spyware and firewall software on your device.

8.2 Information and services available through the App

While we use reasonable endeavours to ensure currency and accuracy of our content, we cannot guarantee that any of our content is accurate or error free. In respect of the information and services available through our App, we refer to our Disclaimer in section 2 of these terms and conditions.

8.3 Non-Excludable Provisions

Nothing in these terms and conditions excludes, restricts or modifies any guarantee, term, condition, warranty, or any right or remedy, implied or imposed by any legislation which cannot lawfully be excluded or limited (a **Non-Excludable Provision**). Subject to our obligations under the Non-Excludable Provisions, and to the maximum extent permitted by law, our liability in respect of any claim arising under or relating to these terms and conditions or in relation to your access and use of the App is limited to providing the services again or paying the cost of having the services provided again, at our discretion.



9 External Links and Third-Party Content

Our App may contain links to third-party sites for additional resources. NPY Women's Council does not control and is not responsible for any third party sites you may visit or be directed to in connection with the App. We take no responsibility and accept no liability for the accuracy, currency, reliability and correctness of any information included in these third party sites, nor for the accuracy, currency, reliability and correctness of links or references to information sources (including websites) outside of the App.

Due to the nature of internet content, it is the responsibility of users to make their own investigations, decisions, enquiries about the information retrieved from third party sites. Providing these links does not imply any endorsement, non-endorsement, support or commercial gain by NPY Women's Council.

We recommend that you review the terms and conditions and privacy policies of each third party website or service you engage with. You should contact the relevant third party directly if you have any queries or concerns regarding their products or services.

10 Modifications to Terms

NPY Women's Council reserves the right to modify these terms and conditions, and may add or remove any features or functionality of the App, at any time at its discretion. Changes will be effective immediately upon posting, and your continued use of the App constitutes acceptance of the modified terms. We recommend reviewing these terms periodically for any updates. If you continue to access and use the App, you will be taken to have agreed to the updated terms.

11 General

11.1 Governing Law and Jurisdiction

These terms and conditions are governed by the laws of the Northern Territory, Australia. By using this App, you consent to the exclusive jurisdiction of the courts of the Northern Territory, Australia for any dispute arising under these terms and conditions.

11.2 Entire Agreement

These terms and conditions constitute the entire agreement between you and NPY Women's Council in relation to the App and supersede all other communications or displays between NPY Women's Council and you in relation to the App.

11.3 Severance

If any part of these terms and conditions is held to be unenforceable, the unenforceable part is to be given effect to the greatest extent possible and the remainder will remain in full force and effect.

12 Termination and Suspension

We may, without notice to you, change or discontinue the App or limit, suspend or terminate your access to the App, either temporarily or permanently and in our absolute discretion for any reason, without any liability to you.

13 Contact Information

For inquiries, please contact us at:

Ngaanyatjarra Pitjantjatjara Yankunytjatjara Women's Council (Aboriginal Corporation) Indigenous Corporation Number (ICN): 2043

Main office : 3 Wilkinson Street, Alice Springs, NT 0870

Postal address : PO Box 8921, Alice Springs, NT 0871



Phone : (08) 8958 2345

Email : enquiries@npywc.org.au

For inquiries or appointments with the Chief Executive Officer, Liza Balmer, please contact the Executive Assistant at ea@npywc.org.au or **(08) 8958 2319**.