

# **Terms of Use**

# EarlyWorks Software - Terms of Use

# General

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- b. commercialise any information, products or services obtained from any part of the software, without the written permission of EarlyWorks.

#### **Provision of Service**

EarlyWorks will provide our Customers with access to our Internet based Child Care Education Management software which will permit the processing and retrieval of data pursuant to these Terms of Use.

EarlyWorks may change the features and functionality of this software from time to time.

It is the Customers responsibility to ensure its own compliance with this Agreement, including without limitation the compliance of its employees, officers, agents, and any third party invited to use the software.

EarlyWorks will not be liable for interruption of or delays in transmission of any of our services caused by acts of God, fire, water, riots, acts of Government, acts or omissions of Internet service providers, or any other causes beyond EarlyWorks' control.

#### Support Services

Customer service and help desk facilities are provided by phone and email between the hours of 7.30am and 4:00pm Monday to Friday, Western Standard Time. The target response time for specific queries is within 2 hours. Problems that cannot be resolved immediately are escalated to the development team where our target is to respond to the Customer by the next working day.

#### **Password and Security**

You are responsible for maintaining the confidentiality of any passwords in respect of your account and are fully responsible for all activities that occur under your password or account. You agree to immediately notify EarlyWorks of any unauthorized use of your password or account or any other breach of security and to ensure that you exit from your account at the end of each session.

### **Restrictions on Use of the Software.**

You may use the software only as required to facilitate the provision of the Services to you and you may not duplicate, publish, de-compile, or reverse engineer the software or use the software other than as required to facilitate the provision of the Services to you.

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If you have any questions regarding the information above, then please email **admin@earlyworks.net.au**.