

Terms and Conditions of Use (“Terms”)

Please read these Terms carefully before using The Baby Diaries application (“app”) operated by The Baby Diaries Pty Ltd (“us”, “we”, or “our”).

Your access to and use of The Baby Diaries app is conditional on your acceptance of, and compliance with these Terms. These Terms apply to all trial users and paid for users and any others who access or use The Baby Diaries app. You warrant that you are at least 18 years of age and you are legally capable of entering into binding contracts. If you are under 18 years of age, you warrant that you have obtained consent from your parent or guardian and they agree to be bound by these Terms on your behalf.

By accessing or using The Baby Diaries app you agree to be bound by these Terms. If you disagree with any part of the Terms you may not access The Baby Diaries app.

Thank you for using Baby Diaries application. These Terms outline how The Baby Diaries Pty Ltd (we) use your personal information collected by the app. Please read these Terms in full before using the app or submitting any personal information to us via the app.

By using the app you are accepting the practices described in these Terms. These practices may be changed, but any changes will be posted, and changes will only apply to activities and information from the date that the changes are posted on a going forward, not retrospective basis. You are encouraged to review the Disclaimer in the settings section of the app regularly to make sure that you understand how any personal information you provide will be used. The privacy practices outlined in this Terms document are for this app only. If you use any of our other apps, please review the privacy policies and Terms posted there.

Disclaimer about Medical Content

The information and reference materials contained within The Baby Diaries application are intended solely for the general information of the user of the app and not any third party. Any or all information and reference materials in the app, or associated with the app, are not to be used for treatment purposes, but rather for discussion with the user’s medical professional or health care provider. The information presented or referenced in the app is not intended to be used to diagnose health problems or to replace the need to seek advice from a qualified health professional.

The information contained in the app is not intended to dictate what constitutes reasonable, appropriate or best care for any given health issue, nor is it intended to be used as a substitute for the independent judgement of a qualified health professional for any given health issue. The major limitation of informational resources like The Baby Diaries is the inability to take into account the unique circumstances that define the health issues of the patient or user. If you have persistent general health problems or if you have specific questions, please consult your health care provider. By using this app you agree to read and abide by the complete terms of this policy. Informational content or suggestions contained in The Baby Diaries app do not necessarily represent the opinions of The Baby Diaries Pty Ltd.

Collection of Information

We collect personally identifiable information which is voluntarily entered into the app by our users including but not limited to names, birth dates, personal thoughts, photos and email addresses. This information is only used to fulfil your specific request, unless you give us permission to use it in another manner.

Analytics

The services contained in this section enable The Baby Diaries to monitor and analyse app traffic and can be used to inform us of user behaviour.

Google Analytics is a web and app analysis service provided by Google Inc. (Google). Google utilizes the data collected to track and examine the use of this app, to prepare reports on its activities and share them with other

Google services. Google may use the data collected to contextualize and personalize the ads of its own advertising network.

Commitment to Data Security

Your personally identifiable information will be stored on our secure servers. Only authorised employees, agents, contractors and your app Provider (who have formally agreed to keep information secure and confidential) have access to this information. All communication or emails from The Baby Diaries allow you to opt out of further communications.

The Baby Diaries Pty Ltd does not represent or warranty that your personal information could not inadvertently become available to third parties. The uploading, emailing, or otherwise making available any information contained in The Baby Diaries to a third party is the sole responsibility of the user. By using this app, you hereby acknowledge that you understand and accept the risk that any information you enter in to the app may become available to third parties and that you indemnify and hold harmless The Baby Diaries Pty Ltd and our partners from any claim or demand related to that risk.

By submitting or including content in The Baby Diaries you grant The Baby Diaries Pty Ltd and our partners, and any company substantially under the control of The Baby Diaries Pty Ltd, the right to remove any content or comment that, in the application provider's sole judgement, does not comply with the terms and conditions of this agreement or is otherwise objectionable.

Disclaimer about using Tracking

Use of The Baby Diaries and/or its tracking tools is under the discretion of the user and does not replace formal advice from a qualified health practitioner or healthcare provider. The user assumes all risk associated with using the tracking tools. No liability will be assumed by the developers or promoters. Users must agree to the stated terms and conditions to utilize the tracking tools.

Disclaimer about Liability

The user assumes all responsibility and risk for the use of The Baby Diaries application. Under no circumstances shall The Baby Diaries Pty Ltd or our partners, contributors or employees, or anyone else involved in creating or maintaining The Baby diaries application be liable for any direct, indirect, incidental, special or consequential damages, or lost profits that result directly or indirectly to the user or the users' children from the use or inability to use the application or its associated web site and/or any other websites which are linked to site, or that result directly or indirectly from mistakes, omissions, interruptions, deletion of files, viruses, errors, defects, or any failure of performance, communications, failure, theft, destruction or unauthorised uses. Informational content or suggestions contacted in The Baby Diaries and any associated websites or social media pages do not necessarily represent the opinions of The Baby Diaries Pty Ltd.

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