

WEBSITE TERMS AND CONDITIONS OF USE

1. About the Website

- (a) Welcome to Bloom & Nurture (**Website**). The Website is a Nanny/Care (**Services**).
- (b) The Website is operated by Bloom & Nurture (ABN 18 478 141 858). Access to and use of the Website, or any of its associated Products or Services, is provided by Bloom & Nurture. Please read these terms and conditions (**Terms**) carefully. By using, browsing and/or reading the Website, you signify that you have read, understood and agree to be bound by the Terms. If you disagree with the Terms, you must cease usage of the Website, or any of the Services, immediately.
- (c) The Services provided through the Website include in-home babysitting and childcare services. All carers are subject to background checks and hold current Working with Children clearances. Bloom & Nurture does not provide medical care or care for children with specialised medical needs unless expressly agreed in writing.
- (d) Parents and guardians must disclose all relevant medical conditions, allergies, behavioural concerns, and special requirements during registration and booking. Bloom & Nurture will assess whether appropriate care can be provided and reserves the right to decline bookings where specialised needs cannot be safely accommodated. Any agreement to provide care for children with specialised needs must be documented in a separate written Service Agreement specifying carer qualifications, required training, and emergency procedures.
- (e) Bloom & Nurture reserves the right to review and change any of the Terms by updating this page at its sole discretion. When Bloom & Nurture updates the Terms, it will use reasonable endeavours to provide you with notice of updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records.
- (f) You agree that Bloom & Nurture may, in its sole discretion and without prior notice, modify, discontinue, or restrict the use of any portion of the Website or Services, including the availability of any features, database, or content. The business is not liable to you or to any third party for any modification, suspension, or discontinuance of the Website or Services.

2. About the Website

- (a) Welcome to Bloom & Nurture (**Website**). The Website is Babysitting/Care (**Services**).

- (b) The Website is operated by Bloom & Nurture (ABN 18 478 141 858). Access to and use of the Website, or any of its associated Products or Services, is provided by Bloom & Nurture. Please read these terms and conditions (**Terms**) carefully. By using, browsing and/or reading the Website, you signify that you have read, understood and agree to be bound by the Terms. If you disagree with the Terms, you must cease usage of the Website, or any of the Services, immediately.
- (c) The Services provided through the Website include in-home babysitting and childcare services. All carers undergo reasonable background and reference checks, and are required to hold current Working with Children clearances. Bloom & Nurture does not provide medical care or care for children with specialised medical needs unless expressly agreed in writing.
- (d) Bloom & Nurture reserves the right to review and change any of the Terms by updating this page at its sole discretion. When Bloom & Nurture updates the Terms, it will use reasonable endeavours to provide you with notice of updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records.
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3. Acceptance of the Terms

You accept the Terms by remaining on the Website. You may also accept the Terms by clicking to accept or agree to the Terms where this option is made available to you by Bloom & Nurture in the user interface.

4. Registration to use the Services

- (a) To access the Services, you must first fill the 'booking care form' for an account through the Website.
- (b) As part of the registration process, or as part of your continued use of the Services, you may be required to provide personal information about yourself (such as identification or contact details), including:
 - (i)
 - (ii) Parents: Full name, contact details (email, phone, address), Payment details
 - (iii) Children: Names and ages of children, medical or allergy information, behavioural notes, routines and care instructions. We never collect unnecessary personal data about children.

- (iv) Carers / Contractors: Full name, contact details, WWCC/Blue Card details, First Aid/CPR certifications, ABN, Identification documents, Emergency contacts, Background information relevant to suitability.
- (v) Website Users: IP address Browser information, Cookies, Booking form data, User behaviour analytics (via Google Analytics, Facebook Pixel, etc.)
- (c) You warrant that any information you give to Bloom & Nurture in the course of completing the registration process will always be accurate, correct and up to date.
- (d) Once you have completed the enquiry form process, you will be a registered member of the Website (**Member**) and agree to be bound by the Terms.
- (e) You may not use the Services and may not accept the Terms if:
 - (i) you are not of legal age to form a binding contract with Bloom & Nurture; or
 - (ii) you are a person barred from receiving the Services under the laws of Australia or other countries, including the country in which you are resident or from which you use the Services.

5. Your obligations as a Member

- (a) As a Member, you agree to comply with the following:
 - (i) you will use the Services only for purposes that are permitted by:
 - (A) the Terms; and
 - (B) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;
 - (ii) you have the sole responsibility for protecting the confidentiality of your password and/or email address. Use of your password by any other person may result in suspension or termination of your account.
 - (iii) any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to immediately notify Bloom & Nurture of any unauthorised use of your password or email address or any breach of security of which you have become aware;
 - (iv) access and use of the Website is limited, non-transferable and allows for the sole use of the Website by you for the purposes of Bloom & Nurture providing the Services;
 - (v) you will not use the Services or the Website in connection with any commercial endeavours except those that are specifically endorsed or approved by the management of Bloom & Nurture;
 - (vi) you will not use the Services or Website for any illegal and/or unauthorised use which includes collecting email addresses of Members by electronic or other means for the purpose of sending unsolicited email or unauthorised framing of or linking to the Website;

- (vii) you agree that commercial advertisements, affiliate links, and other forms of solicitation may be removed from the Website without notice and may result in termination of the Services. Appropriate legal action will be taken by Bloom & Nurture for any illegal or unauthorised use of the Website; and
- (viii) you acknowledge and agree that any automated use of the Website or its Services is prohibited.
- (ix) you will not post or submit any content, feedback, or reviews that are false, defamatory, misleading, harassing, abusive, or contain sensitive information about children without appropriate consent, and you acknowledge that Bloom & Nurture may remove such content without notice and may suspend or terminate your account for repeated violations.

6. Payment

- (a) All payments made in the course of your use of the Services are made using Stripe. In using the Website, the Services or when making any payment in relation to your use of the Services, you warrant that you have read, understood and agree to be bound by the Stripe terms and conditions, which are available on their website.
- (b) You acknowledge and agree that where a request for the payment of the Services Fee is returned or denied, for whatever reason, by your financial institution or is unpaid by you for any other reason, then you are liable for any costs, including banking fees and charges, associated with the Services Fee.
- (c) You agree and acknowledge that Bloom & Nurture can vary the Services Fee at any time.
- (d) You acknowledge and agree that Bloom & Nurture may, at its sole discretion and without prior notice, suspend or terminate your access to the Website and Services if you breach these Terms or engage in any conduct that the business believes, in its sole discretion, violates any applicable law or is harmful to the interests of its affiliates, or any third party.
- (e) You acknowledge that any variation to the Services Fee will apply only to Services provided after the effective date of the variation and will not apply retroactively to any existing bookings or Services already purchased.

7. Refund Policy

- (a) Bloom & Nurture will only provide you with a refund of the Services Fee in the event they are unable to continue to provide the Services or if the manager of Bloom & Nurture makes a decision, at its absolute discretion, that it is reasonable to do so under the circumstances (**Refund**).
- (b) Any benefits set out in these Terms and Conditions may apply in addition to the consumer's rights under the Australian Consumer Law.

8. Copyright and Intellectual Property

- (a) The Website, the Services and all of the related products of Bloom & Nurture are subject to copyright. The material on the Website is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the Services and compilation of the Website (including but not limited to text, graphics, logos, button icons, video images, audio clips, Website code, scripts, design elements and interactive features) or the Services are owned or controlled for these purposes, and are reserved by Bloom & Nurture or its contributors.
- (b) Bloom & Nurture does not grant you any other rights whatsoever in relation to the Website or the Services. All other rights are expressly reserved by Bloom & Nurture.
- (c) Bloom & Nurture retains all rights, title and interest in and to the Website and all related Services. Nothing you do on or in relation to the Website will transfer any:
 - (i) business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright, or
 - (ii) a right to use or exploit a business name, trading name, domain name, trade mark or industrial design, or
 - (iii) a thing, system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process).
- (d) You may not, without the prior written permission of Bloom & Nurture and the permission of any other relevant rights owners: broadcast, republish, upload to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Services or third party Services for any purpose, unless otherwise provided by these Terms. This prohibition does not extend to materials on the Website, which are freely available for re-use or are in the public domain.
- (e) You acknowledge and agree that all content and materials available on the Website are protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws. Except as expressly authorised by Bloom & Nurture, you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from such materials or content.
- (f) You agree to indemnify and hold harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of these Terms, your violation of any law, or your violation of the rights of a third party.
- (g) You acknowledge that any feedback, reviews, testimonials, comments, suggestions, or other content you submit through the Website or Services (User Content) becomes the property of Bloom & Nurture upon submission. You grant Bloom & Nurture a perpetual, irrevocable, royalty-free, worldwide licence to use, reproduce, modify, publish, and distribute such User Content across any platform at its sole discretion. Bloom & Nurture

reserves the right to remove any User Content without notice if it violates these Terms or contains inappropriate material. You warrant that you have all necessary rights to submit User Content and that it does not infringe any third-party rights.

- (h) If you wish to request the removal or modification of published User Content, you may contact Bloom & Nurture at Info@bloomandnurture.com.au with your request. Bloom & Nurture will consider such requests in good faith but reserves the right to retain User Content where it has legitimate business interests or legal obligations to do so, including for record-keeping, dispute resolution, or compliance purposes.

9. Privacy

Bloom & Nurture takes your privacy seriously, and any information provided through your use of the Website and/or Services is subject to Bloom & Nurture's Privacy Policy, which is available on the Website.

10. General Disclaimer

- (a) Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.
- (b) Subject to this clause, and to the extent permitted by law:
 - (i) all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and
 - (ii) Bloom & Nurture will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Services or these Terms (including as a result of not being able to use the Services or the late supply of the Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.
- (c) Use of the Website and the Services is at your own risk. Everything on the Website and the Services is provided to you "as is" and "as available" without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors and licensors of Bloom & Nurture make any express or implied representation or warranty about the Services or any products or Services (including the products or Services of Bloom & Nurture) referred to on the Website. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:
 - (i) Failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful

component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;

- (ii) The accuracy, suitability or currency of any information on the Website, the Services, or any of its Services-related products (including third-party material and advertisements on the Website);
- (iii) Costs incurred as a result of you using the Website, the Services or any of the products of Bloom & Nurture; and
- (iv) The Services or operation in respect to links that are provided for your convenience.
- (v) The suitability, conduct, qualifications or background of any carer, including the accuracy of background checks, certifications or other verification processes, which are based on publicly available information and do not guarantee carer suitability or compatibility with your specific childcare requirements.

11. Limitation of liability

- (a) Bloom & Nurture's total liability arising out of or in connection with the Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the Services to you.
- (b) You expressly understand and agree that Bloom & Nurture, its affiliates, staff, agents, contributors and licensors shall not be liable to you for any direct, indirect, incidental, special, consequential or exemplary damages which you may incur, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

12. Competitors

If you are in the business of providing similar Services for the purpose of providing them to users for commercial gain, whether business users or domestic users, then you are a competitor of Bloom & Nurture. Competitors are not permitted to use or access any information or content on our Website. If you breach this provision, Bloom & Nurture will hold you fully responsible for any loss that we may sustain and hold you accountable for all profits that you might make from such a breach.

13. Termination of Contract

- (a) The Terms will continue to apply until terminated by either you or by Bloom & Nurture as set out below.
- (b) If you want to terminate the Terms, you may do so by:
 - (i) providing Bloom & Nurture with 14 days' notice of your intention to terminate; and

- (ii) closing your accounts for all of the services which you use, where Bloom & Nurture has made this option available to you.

Your notice should be sent, in writing, to Bloom & Nurture via the 'Contact Us' link on our homepage.

- (c) Bloom & Nurture may at any time, terminate the Terms with you if:
 - (i) you have breached any provision of the Terms or intend to breach any provision;
 - (ii) Bloom & Nurture is required to do so by law;
 - (iii) the provision of the Services to you by Bloom & Nurture is, in the opinion of Bloom & Nurture, no longer commercially viable.
- (d) Subject to local applicable laws, Bloom & Nurture reserves the right to discontinue or cancel your membership at any time and may suspend or deny, in its sole discretion, your access to all or any portion of the Website or the Services without notice if you breach any provision of the Terms or any applicable law or if your conduct impacts Bloom & Nurture's name or reputation or violates the rights of those of another party.

14. Indemnity

You agree to indemnify Bloom & Nurture, its affiliates, employees, agents, contributors, third-party content providers and licensors from and against:

- (a) all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with your content;
- (b) any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so; and/or
- (c) any breach of the Terms.

15. Dispute Resolution

15.1. Compulsory:

If a dispute arises out of or relates to the Terms, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought).

15.2. Notice:

A party to the Terms claiming a dispute (**Dispute**) has arisen under the Terms, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute.

15.3. Resolution:

On receipt of that notice (**Notice**) by that other party, the parties to the Terms (**Parties**) must:

- (a) Within 28 days of the Notice, endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree;
- (b) If, for any reason whatsoever, 28 days after the date of the Notice, the Dispute has not been resolved, the Parties must either agree upon the selection of a mediator or request that an appropriate mediator.
- (c) The Parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation, and without limiting the foregoing, undertake to pay any amounts requested by the mediator as a precondition to the mediation commencing. The Parties must each pay their own costs associated with the mediation.

15.4. Confidential

All communications concerning negotiations made by the Parties arising out of and in connection with this dispute resolution clause are confidential and to the extent possible, must be treated as "without prejudice" negotiations for applicable laws of evidence.

15.5. Termination of Mediation:

If two months have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either Party may ask the mediator to terminate the mediation and the mediator must do so.

16. Venue and Jurisdiction

The Services offered by Bloom & Nurture is intended to be viewed by residents of Australia. In the event of any dispute arising out of or in relation to the Website, you agree that the exclusive venue for resolving any dispute shall be in the courts of Queensland, Australia.

17. Governing Law

The Terms are governed by the laws of Queensland, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of Queensland, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

18. Severance

If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed and the rest of the Terms shall remain in force.

19. Acceptance of the Terms

You accept the Terms by remaining on the Website. You may also accept the Terms by clicking to accept or agree to the Terms where this option is made available to you by Bloom & Nurture in the user interface.

20. Registration to use the Services

- (a) In order to access the Services, you must first register for an account through the Website (**Account**).
- (b) As part of the registration process, or as part of your continued use of the Services, you may be required to provide personal information about yourself (such as identification or contact details), including:
 - (i)
 - (ii) Parents: Full name, contact details (email, phone, address), Payment details
 - (iii) Children: Names and ages of children, medical or allergy information, behavioural notes, routines and care instructions. We never collect unnecessary personal data about children.
 - (iv) Carers / Contractors: Full name, contact details, WWCC/Blue Card details, First Aid/CPR certifications, ABN, Identification documents, Emergency contacts, Background information relevant to suitability.
 - (v) Website Users: IP address Browser information, Cookies, Booking form data, User behaviour analytics (via Google Analytics, Facebook Pixel, etc.)
- (c) You warrant that any information you give to Bloom & Nurture in the course of completing the registration process will always be accurate, correct and up to date.
- (d) Once you have completed the enquiry form process, you will be a registered member of the Website (**Member**) and agree to be bound by the Terms.
- (e) You may not use the Services and may not accept the Terms if:
 - (i) you are not of legal age to form a binding contract with Bloom & Nurture; or
 - (ii) you are a person barred from receiving the Services under the laws of Australia or other countries, including the country in which you are resident or from which you use the Services.

21. Your obligations as a Member

- (a) As a Member, you agree to comply with the following:
 - (i) you will use the Services only for purposes that are permitted by:
 - (A) the Terms; and

- (B) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;
- (ii) you have the sole responsibility for protecting the confidentiality of your password and/or email address. Use of your password by any other person may result in the immediate cancellation of the Services;
- (iii) any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to immediately notify Bloom & Nurture of any unauthorised use of your password or email address or any breach of security of which you have become aware;
- (iv) access and use of the Website is limited, non-transferable and allows for the sole use of the Website by you for the purposes of Bloom & Nurture providing the Services;
- (v) you will not use the Services or the Website in connection with any commercial endeavours except those that are specifically endorsed or approved by the management of Bloom & Nurture;
- (vi) you will not use the Services or Website for any illegal and/or unauthorised use which includes collecting email addresses of Members by electronic or other means for the purpose of sending unsolicited email or unauthorised framing of or linking to the Website;
- (vii) you agree that commercial advertisements, affiliate links, and other forms of solicitation may be removed from the Website without notice and may result in termination of the Services. Appropriate legal action will be taken by Bloom & Nurture for any illegal or unauthorised use of the Website; and
- (viii) you acknowledge and agree that any automated use of the Website or its Services is prohibited.
- (ix) you will not post or submit any content, feedback, or reviews that are false, defamatory, misleading, harassing, abusive, or contain sensitive information about children without appropriate consent, and you acknowledge that Bloom & Nurture may remove such content without notice and may suspend or terminate your account for repeated violations.

22. Payment

- (a) All payments made in the course of your use of the Services are made using Stripe. In using the Website, the Services or when making any payment in relation to your use of the Services, you warrant that you have read, understood and agree to be bound by the Stripe terms and conditions which are available on their website.
- (b) You acknowledge and agree that where a request for the payment of the Services Fee is returned or denied, for whatever reason, by your financial institution or is unpaid by you for

any other reason, then you are liable for any costs, including banking fees and charges, associated with the Services Fee.

- (c) You agree and acknowledge that Bloom & Nurture can vary the Services Fee at any time.
- (d) You acknowledge and agree that Bloom & Nurture may, at its sole discretion and without prior notice, suspend or terminate your access to the Website and Services if you breach these Terms or engage in any conduct that believes, in its sole discretion, violates any applicable law or is harmful to the interests of , its affiliates, or any third party.

23. Refund Policy

- (a) Bloom & Nurture will only provide you with a refund of the Services Fee in the event they are unable to continue to provide the Services or if the manager of Bloom & Nurture makes a decision, at its absolute discretion, that it is reasonable to do so under the circumstances **(Refund)**.
- (b) Any benefits set out in this Terms and Conditions may apply in addition to consumer's rights under the Australian Consumer Law.

24. Copyright and Intellectual Property

- (a) The Website, the Services and all of the related products of Bloom & Nurture are subject to copyright. The material on the Website is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the Services and compilation of the Website (including but not limited to text, graphics, logos, button icons, video images, audio clips, Website code, scripts, design elements and interactive features) or the Services are owned or controlled for these purposes, and are reserved by Bloom & Nurture or its contributors.
- (b) Bloom & Nurture does not grant you any other rights whatsoever in relation to the Website or the Services. All other rights are expressly reserved by Bloom & Nurture.
- (c) Bloom & Nurture retains all rights, title and interest in and to the Website and all related Services. Nothing you do on or in relation to the Website will transfer any:
 - (i) business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright, or
 - (ii) a right to use or exploit a business name, trading name, domain name, trade mark or industrial design, or
 - (iii) a thing, system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process).
- (d) You may not, without the prior written permission of Bloom & Nurture and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Services or third party Services for any purpose, unless otherwise provided by these Terms. This prohibition

does not extend to materials on the Website, which are freely available for re-use or are in the public domain.

- (e) You acknowledge and agree that all content and materials available on the Website are protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws. Except as expressly authorised by , you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from such materials or content.
- (f) You agree to indemnify and hold harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of these Terms, your violation of any law, or your violation of the rights of a third party.
- (g) You acknowledge that any feedback, reviews, testimonials, comments, suggestions, or other content you submit through the Website or Services (User Content) becomes the property of Bloom & Nurture upon submission. You grant Bloom & Nurture a perpetual, irrevocable, royalty-free, worldwide licence to use, reproduce, modify, publish, and distribute such User Content across any platform at its sole discretion. Bloom & Nurture reserves the right to remove any User Content without notice if it violates these Terms or contains inappropriate material. You warrant that you have all necessary rights to submit User Content and that it does not infringe any third party rights.

25. Privacy

Bloom & Nurture takes your privacy seriously, and any information provided through your use of the Website and/or Services are subject to Bloom & Nurture's Privacy Policy, which is available on the Website.

26. General Disclaimer

- (a) Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.
- (b) Subject to this clause, and to the extent permitted by law:
 - (i) all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and
 - (ii) Bloom & Nurture will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Services or these Terms (including as a result of not being able to use the Services or the late supply of the Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.

- (c) Use of the Website and the Services is at your own risk. Everything on the Website and the Services is provided to you "as is" and "as available" without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors and licensors of Bloom & Nurture make any express or implied representation or warranty about the Services or any products or Services (including the products or Services of Bloom & Nurture) referred to on the Website. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:
- (i) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;
 - (ii) the accuracy, suitability or currency of any information on the Website, the Services, or any of its Services related products (including third-party material and advertisements on the Website);
 - (iii) costs incurred as a result of you using the Website, the Services or any of the products of Bloom & Nurture; and
 - (iv) the Services or operation in respect to links which are provided for your convenience.
 - (v) the suitability, conduct, qualifications or background of any carer, including the accuracy of background checks, certifications or other verification processes, which are based on publicly available information and do not guarantee carer suitability or compatibility with your specific childcare requirements.

27. Limitation of liability

- (a) Bloom & Nurture's total liability arising out of or in connection with the Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the Services to you.
- (b) You expressly understand and agree that Bloom & Nurture, its affiliates, staff, agents, contributors and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

28. Competitors

If you are in the business of providing similar Services for the purpose of providing them to users for a commercial gain, whether business users or domestic users, then you are a competitor of Bloom & Nurture. Competitors are not permitted to use or access any information or content on

our Application. If you breach this provision, Bloom & Nurture will hold you fully responsible for any loss that we may sustain and hold you accountable for all profits that you might make from such a breach.

29. Termination of Contract

- (a) The Terms will continue to apply until terminated by either you or by Bloom & Nurture as set out below.
- (b) If you want to terminate the Terms, you may do so by:
 - (i) providing Bloom & Nurture with 14 days' notice of your intention to terminate; and
 - (ii) closing your accounts for all of the services which you use, where Bloom & Nurture has made this option available to you.

Your notice should be sent, in writing, to Bloom & Nurture via the 'Contact Us' link on our homepage.

- (c) Bloom & Nurture may at any time, terminate the Terms with you if:
 - (i) you have breached any provision of the Terms or intend to breach any provision;
 - (ii) Bloom & Nurture is required to do so by law;
 - (iii) the provision of the Services to you by Bloom & Nurture is, in the opinion of Bloom & Nurture, no longer commercially viable.
- (d) Subject to local applicable laws, Bloom & Nurture reserves the right to discontinue or cancel your membership at any time and may suspend or deny, in its sole discretion, your access to all or any portion of the Website or the Services without notice if you breach any provision of the Terms or any applicable law or if your conduct impacts Bloom & Nurture's name or reputation or violates the rights of those of another party.

30. Indemnity

You agree to indemnify Bloom & Nurture, its affiliates, employees, agents, contributors, third party content providers and licensors from and against:

- (a) all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with your content;
- (b) any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so; and/or
- (c) any breach of the Terms.

31. Dispute Resolution

31.1. Compulsory:

If a dispute arises out of or relates to the Terms, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought).

31.2. Notice:

A party to the Terms claiming a dispute (**Dispute**) has arisen under the Terms, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute.

31.3. Resolution:

On receipt of that notice (**Notice**) by that other party, the parties to the Terms (**Parties**) must:

- (a) Within 28 days of the Notice endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree;
- (b) If for any reason whatsoever, 28 days after the date of the Notice, the Dispute has not been resolved, the Parties must either agree upon selection of a mediator or request that an appropriate mediator.
- (c) The Parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and without limiting the foregoing undertake to pay any amounts requested by the mediator as a precondition to the mediation commencing. The Parties must each pay their own costs associated with the mediation.

31.4. Confidential

All communications concerning negotiations made by the Parties arising out of and in connection with this dispute resolution clause are confidential and to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.

31.5. Termination of Mediation:

If 2 months have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either Party may ask the mediator to terminate the mediation and the mediator must do so.

32. Venue and Jurisdiction

The Services offered by Bloom & Nurture is intended to be viewed by residents of Australia. In the event of any dispute arising out of or in relation to the Website, you agree that the exclusive venue for resolving any dispute shall be in the courts of Queensland, Australia.

33. Governing Law

The Terms are governed by the laws of Queensland, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of Queensland, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

34. Severance

If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed and the rest of the Terms shall remain in force.