

TERMS AND CONDITIONS OF SERVICE

These General Terms of Service govern the provision of childcare, babysitting, nannying, and related family support services delivered by Carers engaged through Bloom & Nurture (the "Company"). By making a booking, using the services, or engaging a Carer through Bloom & Nurture, you agree to these Terms.

1. Nature of the Service: Bloom & Nurture provides access to independent contractor Carers who deliver childcare services to families. Bloom & Nurture:
 - (a) Carers operate as independent contractors, not employees of Bloom & Nurture.
 - (b) does not directly supervise Carers during assignments
 - (c) is not present during care
 - (d) acts as a matching, scheduling, and facilitation service
 - (e) requires Carers to maintain professional conduct standards, including punctuality, active supervision, confidentiality obligations, and compliance with emergency protocols
 - (f) limits Carer duties to childcare and light tidying related to the child's activities and meal preparation, excluding extensive housework, laundry, scrubbing, or unrelated domestic tasks.
 - (g) requires Parents/Guardians to disclose any contagious illness, including vomiting, diarrhoea, fever, rashes, or infectious conditions at least [24 HOURS] before scheduled bookings, and acknowledges that failure to disclose constitutes material breach, with Bloom & Nurture reserving the right to refuse service where health risks are identified
 - (h) requires Carers to be aged 18 years or over, legally authorised to work in Australia, and to maintain current verification, including a valid photo identification, Working With Children Check, First Aid Certificate, and satisfactory reference checks
 - (i) as a Carer, you agree to confirm receipt of all booking requests through the App, attend the confirmed location, date, and time of each booking, notify Bloom & Nurture immediately of any inability to attend, and acknowledge that cancellations, late arrivals, or failure to attend confirmed bookings will result in fees, negative ratings and may result in suspension or termination of your account.
2. Acceptance of the Terms

You accept the Terms by remaining on the Website. You may also read the website-specific terms and conditions. Additionally, may need to 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.
3. Subscription for Memberships: To access the Memberships, you must first fill out the members form, then purchase a subscription through the Website (Stripe) and pay the applicable fee (as

show on website).

- (a) You are required to register for an account through the Form on the Website before you can access the Services. Once you have completed the registration process, you will be a registered member of the Website (**Member**) and agree to be bound by the Terms.
 - (b) In purchasing the Subscription, you acknowledge and agree that it is your responsibility to ensure that the Subscription you elect to purchase is suitable for your use.
 - (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) As a Member, you will be granted immediate access to the Services from the time you have completed the registration process until the subscription period expires (Until Cancellations or terms change.
4. You may not use the Services and may not accept the Terms if:
- (a) you are not of legal age to form a binding contract with Bloom & Nurture; or
 - (b) 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 and you agree to comply with the following:
- (a) you will use the Services only for purposes that are permitted by: the Terms; and any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;
 - (b) 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;
 - (c) 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;
 - (d) 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;
 - (e) 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;
 - (f) 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;
 - (g) 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

- (h) you acknowledge and agree that any automated use of the Website or its Services is prohibited.
- (i) you must provide complete and accurate information regarding any child in your care, including but not limited to allergies, medical conditions, medications, emergency contacts, household hazards, and behavioural considerations, and you warrant that all such information is truthful and acknowledge that Bloom & Nurture is not liable for any harm arising from omitted or inaccurate information.
- (j) you acknowledge that Carers may not administer any medication (including over-the-counter medications such as Panadol, Nurofen, or antihistamines, and prescribed medications) to any child unless you have provided prior written consent specifying the medication name, dosage, timing, and administration method, and you agree that Carers may refuse to administer medication at their sole discretion if they believe it presents any risk or ambiguity.

6. Payment

- (a) You agree to pay all applicable fees within [24] hours of the completion of each babysitting session, including the Booking Fee [\$15], Public Holiday Booking fee [\$45], Babysitter Fee calculated at the advertised hourly rate, Travel Fees where applicable [\$1/km], overtime charges calculated in [15] minute increments at the pro-rata hourly rate, additional fees for extra children, and reimbursement for parking costs, with payment to be made by cash or electronic funds transfer.
- (b) 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.
- (c) You acknowledge and agree that where a request for the payment of the Subscription 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 (\$9.90 for failed payments).
- (d) You acknowledge that cancellation fees apply as follows: for Parents, a fee equivalent to [3] hours of service for cancellations made more than [24] hours before the scheduled booking, and the full scheduled booking fee for no-shows or cancellations made within [3] hours of the booking; for Carers, a fee of [\$15] for cancellations with [48] hours notice, [\$25] for cancellations with [24] hours notice, and [\$35] for no-shows, with all such fees being non-refundable and automatically deducted from your account.

- (e) To compensate for public holidays, booking fees are \$45 and for carers, an extra \$15 an hour.
- (f) For Sundays, an extra \$10 an hour is applicable.
- (g) For late bookings (within the 4 hour period), a late charge fee of \$20 applies.
- (h) You must notify Bloom & Nurture in writing within [7] days of any invoice if you dispute the payment amount or calculation, and Bloom & Nurture will investigate and respond to your dispute within [5] business days of receiving your written notice.
- (i) You agree and acknowledge that Bloom & Nurture can vary the Subscription Fee at any time and that the varied Subscription Fee will come into effect following the conclusion of the existing Subscription Period.

7. Refund Policy

- (a) Bloom & Nurture will only provide you with a refund of the Subscription 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. Where this occurs, the refund will be in the proportional amount of the Subscription Fee that remains unused by the Member (**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. 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.
- (b) 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).

- (c) 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.

9. 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.

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, 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.
- (d) While Bloom & Nurture conducts reasonable screening procedures including Working With Children verification, identity confirmation, reference checks, background checks, and CPR/First Aid verification, these procedures do not guarantee behavioural, emotional or personality compatibility between Carers and families. Carers are independent contractors with individual methods and approaches, and Bloom & Nurture does not guarantee alignment with your parenting style or expectations. You remain solely responsible for communicating your expectations to Carers, conducting your own assessment of suitability, and providing ongoing supervision of care arrangements.
- (e) You warrant that you are the legal parent or guardian of the child or children for whom you are engaging Services, and that you have the full legal authority to arrange childcare on their behalf. You further warrant that all information provided regarding the child or children (including but not limited to allergies, medical conditions, medications, behavioural considerations, and household hazards) is accurate, complete, and truthful, and you acknowledge that Bloom & Nurture relies on this information in facilitating care arrangements.
- (f) You acknowledge that failure to provide accurate, complete and truthful information regarding the child or children (including but not limited to allergies, medical conditions, medications, behavioural considerations, and household hazards) constitutes a material breach of these Terms and may result in immediate termination of Services. You further acknowledge that you will be solely liable for any harm, loss or damage arising from inaccurate or incomplete information provided to Carers, and you agree to indemnify Bloom & Nurture against any claims, costs or liabilities arising from such breach.

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, employees, 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.

- (c) Without limiting the foregoing, Bloom & Nurture shall not be liable for any loss, damage, injury or claim arising from the acts, omissions, negligence or misconduct of any Carer, including but not limited to incidents occurring during service delivery, as Carers are independent contractors pursuant to Section 1.

12. 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 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.
- (e) In addition to the termination rights set out above, Bloom & Nurture may immediately suspend or terminate access to the Services without prior notice where Bloom & Nurture reasonably believes there is a safety concern, complaint, or risk to any person, particularly

children, or where required to comply with child safety regulations, and may report such concerns to relevant authorities as required by law.

- (i) Immediate termination or suspension under this clause may occur without the notice period specified in clause 14.b.i where there are substantiated allegations of child abuse or neglect, criminal charges relating to child safety, breach of mandatory child safety obligations, or any conduct reasonably believed to pose a risk to child safety, Bloom & Nurture will notify affected parents immediately and comply with mandatory reporting obligations under Australian child protection legislation.
- (f) Where Bloom & Nurture suspends or terminates access under clause 12.e, Bloom & Nurture will provide written notice to you within [24] hours of the suspension or termination, setting out the reason for the action and, where the suspension or termination is not based on an imminent safety risk, your right to respond within [2] days.
- (g) For terminations under clause 14.c or 14.d (excluding immediate terminations under clause 14.e), you may request a review of the termination decision by submitting written grounds for appeal to Bloom & Nurture within [5] business days of receiving notice of termination, and Bloom & Nurture will provide a written response to your appeal within [10] business days.

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.
- (d) any claims arising from your failure to provide accurate information about your child's needs, medical conditions, or care requirements, or failure to communicate reasonable expectations to Carers, except where such claims result from our negligence in conducting reasonable screening procedures or our gross negligence in platform operations.
- (e) any claims, demands or actions brought by third parties (including Carers, other users, or any person affected by services arranged through the Website) arising from your conduct, misrepresentation, breach of these Terms, or failure to fulfil your obligations as a parent or guardian in relation to care arrangements.
- (f) any claims, demands, regulatory investigations, or child protection proceedings arising from your breach of warranties regarding parental authority, legal guardianship status, or

the accuracy of booking information provided to the Website, including claims brought by other parents, guardians, Carers, authorities, or any affected parties.

- (g) any payment disputes, chargebacks, regulatory fines, or claims arising from unpaid fees, automatic payment deductions, booking cancellations, no-shows, late arrivals, or any payment-related matters connected to your use of the Website, including all associated legal costs and chargeback fees incurred by us.
- (h) any claims arising from Carer conduct, misconduct, negligence, or breach of duty during the provision of childcare services arranged through the Website, except where such claims result from our failure to conduct reasonable screening procedures as required by applicable law, our actual knowledge of prior misconduct by the Carer, or our gross negligence or wilful misconduct in platform operations.

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 selection of a mediator or request that an appropriate mediator be appointed.
- (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;
- (d) The mediation will be held in Gold Coast/Brisbane, Australia.

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 the purpose of applicable laws of evidence.

15.5. 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.

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. Confidentiality and Public Statements

All communications, documents, and discussions relating to any complaint, dispute, or claim arising from or connected to the Terms shall be treated as strictly confidential. The parties agree not to disclose any details of disputes, complaints, or resolution processes on social media platforms, public forums, review websites, or to any third parties without the prior written consent of all parties involved. Any public statements, comments, posts, or communications regarding disputes that are defamatory, false, misleading, or damaging to the reputation of any party may result in claims for compensation and damages. This confidentiality obligation survives termination of the Terms and continues indefinitely unless otherwise agreed in writing. If there are any complaints needed to be resolved or stated email Info@bloomandnurture.com.au

20. Recording and Audio Monitoring Prohibition

Parents/Guardians must not record Carers through audio or video surveillance in private spaces including bathrooms, bedrooms, or changing areas. Any visible indoor cameras must be disclosed to Carers prior to booking confirmation. Covert recording constitutes a material breach of these Terms, provides grounds for immediate service termination, and may result in legal action. Carers retain the right to refuse service if recording devices are undisclosed.