



TERMS AND CONDITIONS OF USE

Last updated on 10 December 2025

To make it easier for you to understand the terms on which we provide our services, we've tried to keep these terms of use (**Terms**) as simple as possible by using plain English.

When we talk about "**Nannies by Nature**", "**we**," "**our**," or "**us**" in these Terms, we are referring to The Nannies by Nature Pty Ltd (ABN 62692028863). When we talk about the "**Services**" in these Terms, we are referring to the Services offered by us in our Platform and any associated services we offer.

1. About the Website

- (a) Welcome to www.nanniesbynature.com.au (**Website**).
- (b) The Website is operated by Nannies by Nature Pty Ltd (ABN 62692028863) trading as 'Nannies by Nature' (referred to as "we", "us" or "our"), based in Manly Vale, New South Wales, Australia.
- (c) Our Platform is designed to connect clients with suitable carers; offering a stress-free, personalized experience through affordable fees for various working arrangements (**Services**).
- (d) For the purposes of these Terms:
 - (i) "**Account**" means the registered user account created by a Client or Carer through the Website registration process, which provides access to the Services, Portal, and Profile management features;
 - (ii) "**Candidate**" means any individual who has applied or has been referred to provide childcare services through the Platform and is undergoing or has undergone the screening and verification process, but has not yet been registered as a Carer;
 - (iii) "**Candidate Registration Process**" means the process by which a Candidate applies to become a Carer, including completing the registration form available on the Website, undergoing the our multi-stage screening process (including interviews, background checks, reference checks, screening forms and tests, and providing identification documents), and meeting all requirements before being registered as a Carer;
 - (iv) "**Carer**" (referred to as "Nanny", "Babysitter", or "Carer") means any individual who has successfully completed our multi-stage screening process and is registered to provide childcare services through the Website, including but not limited to nannies, babysitters, and au pairs. All Carers must maintain current Working with

Children Checks and relevant qualifications as required by the us;

- (v) **"Client"** (referred to as "Client", "Family", "Families" or "you") refers to any individual, family, or entity that engages or seeks to engage the Services through the Website for the purpose of obtaining childcare services, including but not limited to parents, legal guardians, and authorised family representatives who have registered an account with us. Once registration is successfully completed, the Client becomes a **"Member"**;
- (vi) **"Client Registration Process"** means the process by which a Client creates an Account through the Website by completing the registration form and providing required personal information, after which the Client becomes a Member with access to the Portal and Services;
- (vii) **"Fixed Membership"** means a membership arrangement providing regular, ongoing childcare services with dedicated Carer(s) for a specified number of days per week or hours per week, as detailed on the Website or as agreed with us;
- (viii) **"Flex Membership"** means a membership arrangement offering flexible booking options for casual or occasional childcare needs, with a specified number of bookings per calendar month, as detailed on the Website or as agreed with the us. The membership starts from the day of registration;
- (ix) **"Liability"** means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a party to these Terms or otherwise.
- (x) **"Location"** means any physical address or venue where the Services are to be provided, which must be within our designated service areas in Australia and must comply with all applicable safety and accessibility requirements as specified by us. Our service areas may change from time to time, and current service locations are outlined on the Website at www.nanniesbynature.com.au/locations.
- (xi) **"One-time Booking"** means a single-occasion childcare service booking made without an ongoing membership commitment, as detailed on the Website;
- (xii) **"Platform"** means the platform under which the Services are provided and includes our Website and any of our social media accounts.
- (xiii) **"Portal"** means the secure online platform accessible through the Website that allows Members and Carers to manage their Account, make bookings, communicate with us, view their respective Profile information and booking details, and access other membership services;
- (xiv) **"Privacy Policy"** means our privacy policy as outlined in the Platform and



available on our Website.

- (xv) **"Profile"** means the personal account information and preferences created and maintained by a Member or a Carer through the Portal, including but not limited to contact details, service requirements, booking history, and payment information;
 - (xvi) **"Promotions"** means any promotional deals, discounts, special offers, vouchers, or promotional codes offered by us from time to time through the Website or other marketing channels, subject to specific terms and conditions as published by us;
 - (xvii) **"Service Fees"** means all fees charged by us for the provision of Services, including but not limited to membership fees, booking fees, placement fees, finder's fees, and any additional charges as published on the Website from time to time; and
 - (xviii) **"Stripe"** refers to a payment processing platform which stores payment information safely and securely through an encrypted system.
 - (xix) **"User"** means anyone who accesses or uses the Platform, whether as Carer, Client, or otherwise.
- (e) We reserve the right to review and change any of the Terms by updating this page at our sole discretion. Nannies by Nature will provide you with a minimum of 7 days' notice of any updates to the Terms. Any changes to the Terms will take effect after the 7-day notice period from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records. We shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Website or Services made in accordance with these terms.

2. Acceptance of the Terms

These Terms set out the terms and conditions that apply when you use the Services . These Terms & Conditions form a legally binding agreement between you as the User and us. You accept the Terms by: (i) remaining on the Website; (ii) clicking to accept or agree to the Terms where this option is made available to you by Nannies by Nature in the user interface; or (iii) registering for an account with us. By registering with us, you expressly agree to abide by these Terms & Conditions in their entirety and acknowledge that they constitute a legal contract between you and Nannies by Nature. If you do not agree to abide by these Terms & Conditions, you must immediately cease using the Website and refrain from accessing or using any of the Services provided by Nannies by Nature.

3. Registration to use the Services

- (a) In order to access the Services, you must first register for an account through the Website (**Account**). By registering for an Account, you expressly agree to be bound by these Terms and Conditions, which forms a legal agreement between you and Nannies by Nature. Your registration and continued use of the Services indicates your ongoing acceptance of these Terms and Conditions;

- (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 but not limited to:
 - (i) Email address;
 - (ii) Preferred username;
 - (iii) Mailing address;
 - (iv) Telephone number; and
 - (v) Password.
- (c) 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 Nannies by Nature; 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; or
 - (iii) you have any past, current, or pending charges, convictions, or investigations relating to child abuse, exploitation, or any other child-related offenses in any jurisdiction, as verified through police check verification;
- (d) Nannies by Nature's obligations:
 - (i) Nannies by Nature will conduct first-level screening and verification of all Candidates prior to registration as Carers, including but not limited to verifying Working with Children Checks, police checks, reference checks, and reviewing qualifications and experience. The platform does not guarantee the ongoing accuracy or validity of such credentials after initial verification;
 - (ii) Nannies by Nature will provide platform-level support to both Clients and Carers, including assistance with account management, booking functionality, and addressing technical issues with the platform. Support information and resources are provided through the Website;
 - (iii) Nannies by Nature will maintain NannySure insurance coverage for its operations as a platform provider, though this does not extend to cover the personal liability of Clients in their engagement of Carers/Candidates or Carers as independent contractors;
 - (iv) Nannies by Nature will facilitate the booking process between Clients and Carers through the Portal and will process payments in accordance with these Terms and the payment methods specified on the Website;
 - (v) Nannies by Nature will maintain confidentiality of personal information provided by Clients and Carers in accordance with the Privacy Policy and applicable privacy laws;
 - (vi) Nannies by Nature will provide a minimum of 7 days' notice of any changes to these

Terms and Conditions, fee structures, or material changes to the Services, except where immediate changes are required by law;

- (vii) Nannies by Nature will use reasonable efforts to match Clients with suitable Carers based on the information provided by both parties, including experience, qualifications, location, availability, and specific requirements;
- (viii) Nannies by Nature may, at its discretion and subject to Carer availability, attempt to facilitate introductions to alternative Carers when a scheduled Carer is unable to attend a booking, however the platform does not guarantee the availability of replacement Carers; and
- (ix) Nannies by Nature will comply with all applicable Australian laws and regulations in the provision of the Services, including consumer protection laws, privacy laws, and relevant industry standards.

4. Membership Information for Clients

- (i) Nannies by Nature offers different booking options and membership tiers to suit varying childcare needs. Booking options, membership types, features, pricing, and terms are published on the Website and may be updated from time to time with notice as specified in these Terms.
- (ii) Each booking option and membership type has specific terms, conditions, and entitlements as detailed on the Website and/or set in this document. Members are responsible for understanding and complying with the terms applicable to their chosen membership tier.
- (iii) Members may upgrade, downgrade, or change their membership type subject to availability and Nannies by Nature's approval. Any changes to membership will come into effect at the beginning of the next pay cycle and will be subject to the terms and pricing in effect at the time of the change.
- (iv) Membership Benefits for Clients:
 - (i) As a registered Client with Nannies by Nature, you enjoy the following benefits:
 - (a) Nanny Sub Service for Fixed Memberships (Permanent Nannies): We provide a complimentary Nanny Sub Service for Fixed memberships in the following circumstances:
 - (i) when the assigned Carer is not a good fit for the Client; or
 - (ii) when the Carer leaves within 30 days of commencement. We will offer two free replacement Carers provided you have met your obligations in engaging the Carer as outlined in clause 4(e).
 - (iii) You must apply for this replacement service within 2 weeks from the commencement of service if the fit is not right;
 - (iv) if Nannies by Nature is unable to find a suitable Carer after the Nanny Sub Service has been used, the Client and Nannies by Nature may come to an agreement regarding the introduction of additional Carers, within

reason; and

(v) the Client has the obligation to be reasonable when declining a Carer's services and must provide valid justification for any rejection;

- (b) Complimentary Support and Resources: Members receive complimentary platform-level support throughout the duration of their membership, including assistance with account management, booking functionality, and technical issues. Members also have access to email marketing and newsletters, which provide useful tips, professional guidance, and discount codes for services within the platform's service areas. The platform may conduct giveaways from time to time exclusively for Members, subject to the platform's discretion. Any additional support provided beyond platform operations is offered as guidance only, and Members retain the responsibility to conduct their own due diligence regarding employment matters, legal obligations, and childcare arrangements. The Client is the party engaging the Carer and is ultimately responsible for the engagement/employment relationship, with our support being advisory and supportive in nature. Examples of the support we may offer are available on our Website;
- (c) Flexible Membership Cancellation: Unless stated in a particular offer or condition of membership (for example, when using Fixed membership you pay the monthly membership fee(s) for the total months of Carer needed), there is no lock-in contract for memberships. Therefore, you can cancel your membership by the end of the month, and you will not be charged for the subsequent month. If you cancel your membership and want to resume it in the future, please contact us at info@nanniesbynature.com.au for possible reactivation; and
- (d) Additional Care with Permanent Carer: Fixed Membership clients may request additional care directly from their permanent Carer at no extra booking fee, as the Client is engaging with the Carer directly after the initial matching service has been completed. The Carer must update their availability with the platform for other roles to ensure there are no conflicts in commitments. If the Client requests any other Carer for additional support, the usual one-time booking fee will apply as a new facilitation service.

(v) Your obligations as a Client:

- (i) As a Client, you agree to comply with the following obligations to Nannies by Nature and the Carer:
 - (a) 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;
- (b) you have the sole responsibility for protecting the confidentiality of your password and/or email address. Any use of your registration information by any other person, or third parties, is strictly prohibited. Use of your password by any other person may result in the immediate cancellation of the Services. You agree to immediately notify Nannies by Nature of any unauthorised use of your password or email address or any breach of security of which you have become aware;
- (c) access and use of the Website is limited, non-exclusive, worldwide, non-transferable and allows for the sole use of the Website by you for the purposes of Nannies by Nature providing the Services;
- (d) 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 Nannies by Nature;
- (e) 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. 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 Nannies by Nature for any illegal or unauthorised use of the Website.
- (f) you acknowledge and agree that any automated use of the Website or its Services is prohibited;
- (g) you are responsible for providing a safe and stable environment for the Carer to provide services within. This includes maintaining appropriate safety standards and ensuring the premises where services are to be provided meet all relevant occupational health and safety requirements;
- (h) Medication administration by the Carer is strongly discouraged and should only occur where it is absolutely necessary for the safety or wellbeing of

your child or children. If you require the Carer to administer medication to your child or children, you must complete and provide the Carer with a NannySure Permission Slip as outlined by Nannies by Nature. The Carer is not permitted to administer any medication without proper written authorization and clear instructions from you. You remain solely responsible for ensuring all medication instructions are accurate, up-to-date, and clearly communicated to the Carer. Failure to provide a completed NannySure Permission Slip may result in:

- (i) the Carer refusing to administer medication, which could compromise your child's health and wellbeing;
 - (ii) potential liability for you if the Carer administers medication without proper authorization and an adverse reaction or incident occurs;
 - (iii) the Carer being exposed to legal and professional risks if they administer medication without documented consent; and
 - (iv) Nannies by Nature declining to provide services if medication administration is required but proper documentation is not provided. You acknowledge that the NannySure Permission Slip is a critical safety measure designed to protect all parties and ensure the proper care of your child;
- (i) you acknowledge that while Nannies by Nature maintains NannySure insurance coverage for its operations, this insurance does not extend to cover your personal liability. You are strongly advised to obtain and maintain appropriate insurance coverage, including but not limited to public liability insurance, and home and contents insurance that covers domestic workers. Nannies by Nature's insurance does not replace or substitute your obligation to maintain adequate insurance protection for your household and employment arrangements;
- (j) You acknowledge that any resource we provide is for general informational purposes only, and that you are responsible for obtaining your own legal advice tailored to your specific circumstances;
- (k) You agree to comply with any child safety protocols published on our website from time to time;
- (l) You agree to read and abide by any resources provided to you;

- (m) all bookings, whether for permanent or temporary nanny placements, must be made directly between you and Nannies by Nature. You must not make any bookings or offers of permanent or temporary employment directly with the Carer. Should this obligation be breached, the Carer is legally obliged to inform Nannies by Nature, and the relevant fees will be charged to you. Any attempt to circumvent Nannies by Nature's booking process may result in immediate termination of services and potential legal action;
- (n) You must not engage in illegal, fraudulent, or misleading conduct; post, distribute, or transmit harmful material or malicious code; harass, intimidate, or discriminate against other Users;
- (o) You must not violate intellectual property or privacy rights;
- (p) You must not impersonate others or falsely claim qualifications;
- (q) You must not use automated tools or methods to access the Platform;
- (r) You must not attempt to circumvent any Platform security measures;
- (s) You agree to reimburse the Carer for all reasonable travel expenses incurred during the provision of services, including:
 - (i) parking fees, with valid receipts provided;
 - (ii) vehicle expenses at the current Australian Taxation Office cents-per-kilometre rate for work-related travel (as updated annually and published at
 - (iii) such reimbursement must be paid directly to the Carer within 48 hours of the expense being incurred and evidence provided;
- (t) you acknowledge and understand your obligations in engaging the Carer, including:
 - (i) determining whether you are engaging the Carer as an employee or contractor;
 - (ii) complying with all applicable employment laws, regulations, and obligations;
 - (iii) ensuring appropriate taxation arrangements are in place;
 - (iv) maintaining required insurance coverage;
 - (v) providing a safe working environment;

- (vi) establishing clear employment terms and conditions; and
- (vii) payment of the Carer for the full number of hours that was specified in the booking, even when they are no longer required to work the full period of time due to changed circumstances (for example, if parents arrive home early from work and the Carer is no longer needed), with payment to be made promptly within 48 hours of completion of the booking via agreed payment method between you and the Carer. For guidance on your obligations in engaging the a Carer/Candidate and determining the correct relationship, you should refer to:
 - (A) The Fair Work Ombudsman(www.fairwork.gov.au);
 - (B) The Australian Taxation Office (www.ato.gov.au); or
 - (C) your legal or financial advisor;
- (u) To assist with payroll management, Nannies by Nature maintains a paid referral partnership with 'Pay the Nanny' and can provide information about their specialized nanny payroll services upon request. We may receive payment, commission, or other benefit for referrals made to this service. Any such referral does not constitute an endorsement or guarantee of the service or product by us, and you should make their own inquiries and decisions regarding their use. While this service is available through our referral program, the choice of payroll service provider remains at your discretion. Nannies by Nature strongly recommends seeking professional advice to ensure compliance with all relevant employment laws and regulations.
- (v) you are responsible for booking the Carer's services within your membership terms with the notice period as stated in this document and/or on the Website to ensure Nannies by Nature can render the requested service. Nannies by Nature does not accept responsibility for its inability to fulfill booking requests made with less than the required notice. Any booking made with less than the required notice will be considered a last-minute booking and may incur additional fees at Nannies by Nature's discretion. Nannies by Nature will make reasonable efforts to accommodate last-minute bookings subject to Carer availability, however, such bookings are not guaranteed;
- (w) you will not disclose and are committed to keeping confidential the identities of all candidates referred by Nannies by Nature, along with any contents of documents or emails sent on behalf of the candidates;

- (x) In relation to driving:
 - (a) when a Carer is required to drive, it is your responsibility to verify that the Carer possesses a valid driver's license appropriate for the required tasks. Additionally, you must ensure the Carer is acquainted with Australian road rules and local driving conditions. Nannies by Nature will not be liable for the Carer's driving capabilities or lack thereof;
 - (b) you must ensure that any motor vehicle to be used by the Carer is:
 - (i) compliant with the relevant road rules (including requirements for child car seats);
 - (ii) properly maintained;
 - (iii) registered; and
 - (iv) fully insured for all relevant risks;
- (y) you are responsible for specifying in full within the relevant section on the Website any particular requirements for the Services and the requisite period of time that you will require the Services; and
- (z) You are responsible for ensuring a safe working environment for Carers.
- (aa) The Client must:
 - (i) be at least 18 years of age;
 - (ii) provide accurate identification and contact details;
 - (iii) maintain current account information;
 - (iv) hold valid authority to make decisions regarding the child's care.
 - (v) take all reasonable steps to progress their application.
- (bb) Child Information and Documentation - The Client shall provide:
 - (i) accurate medical information about the child;
 - (ii) emergency contact details;
 - (iii) details of any special needs or requirements;
 - (iv) current immunisation records;
 - (v) any relevant court orders or parenting arrangements.

- (cc) Communication and Cooperation - The Client must:
 - (i) accurate medical information about the child;
 - (ii) emergency contact details;
 - (iii) details of any special needs or requirements;
 - (iv) current immunisation records;
 - (v) any relevant court orders or parenting arrangements.

- (dd) Health and Safety Obligations - The Client shall
 - (i) inform Carers of any medical conditions;
 - (ii) provide necessary medications and instructions;
 - (iii) ensure emergency procedures are documented;
 - (iv) maintain current health insurance coverage;

5. Membership information for Carers

- (a) The Website and Portal provide Carers with a comprehensive platform to manage their childcare services;
- (b) Prior to registration as a Carer, each Candidate must complete the registration form available on the Website and undergo Nannies by Nature's multi-stage screening process. Only upon successful completion of this screening process will a Candidate be registered as a Carer and granted access to the Portal and Services;
- (c) Once registered, Carers gain access to the Portal where they can:
 - (i) create and maintain their professional Profile, including qualifications, experience, availability, and hourly rates;
 - (ii) receive and respond to booking requests from Clients matched by the us;
 - (iii) manage their calendar and availability in real-time;
 - (iv) communicate directly with Nannies by Nature regarding bookings, support, or concerns;
 - (v) access resources, training materials, and updates from the Nannies by Nature;
 - (vi) view their booking history and upcoming assignments; and
 - (vii) update their credentials and certifications as required. Nannies by Nature uses the information provided by Carers to match them with suitable Clients based on experience, qualifications, location, and availability.

(d) Membership Benefits for Carers:

- (i) As a registered Carer with Nannies by Nature, you enjoy the following benefits:
 - (a) Free Platform Access: Carers can use the 'Nannies by Nature' online platform at no cost to manage their bookings, availability, and professional profile;
 - (b) Referral Program: From time to time, we may offer a referral program under which Carers can refer friends who join Nannies by Nature's team. Any referral program (including its availability, terms, and nature) is subject to change at our discretion and is governed by the Referral Terms and Conditions published on the Website;
 - (c) Access to Nannies by Nature Resources: Carers have access, at their own discretion, to various resources offered by us. These may include ongoing support, optional tools and professional development opportunities to upskill in relevant areas, email newsletters (with tips and advice on working with children, families, etc). and discounted codes for services or courses through the platform's partnerships (subject to eligibility and applicable terms and conditions). The support we may offer will be stated in the website/FAQs section. We may also organise team get-togethers from time to time to foster community and connection among Carers.

(e) Carer's Safety Guidelines

- (i) Nannies by Nature is committed to ensuring Carers feel safe and supported in their work environment;
- (ii) Carers are advised to store Nannies by Nature's contact number in their mobile phone for immediate access in case of emergencies or safety concerns while providing services;
- (iii) Carers should immediately contact Nannies by Nature if they experience any situation that makes them feel unsafe, uncomfortable, or concerned about their wellbeing while providing services. This includes, but is not limited to, inappropriate behaviour from Clients or household members, unsafe working conditions, or any circumstances that compromise their physical or emotional safety; and
- (iv) Nannies by Nature will take all reports seriously and work with the Carer to address concerns promptly and appropriately, which may include reassignment to alternative placements or termination of the Client relationship where necessary.

(f) Your obligation as a Candidate:

- (i) As a Candidate undergoing the screening process, you agree to comply with the following obligations:

- (a) provide truthful, accurate, and complete information in all application materials, interviews, and communications with Nannies by Nature;
- (b) hold valid qualifications and certifications required by Australian law;
- (c) maintain current Working with Children Check clearance;
- (d) take all reasonable steps to progress your application;
- (e) fully and honestly disclose any criminal, legal, or child-related matters that may affect their suitability to work with children (including but not limited to any past or pending charges, loss of licence, or investigations)
- (f) not knowingly provide false, misleading, or incomplete information at any stage of the application or engagement process
- (g) respond to all Nannies by Nature communications within timeframe as specified by Nannies by Nature;
- (h) maintain strict confidentiality regarding the screening process, including any information shared by Nannies by Nature, other Candidates, or Clients;
- (i) disclose any and all criminal history, pending charges, investigations, or relevant background information that may affect your suitability to work with children, and immediately notify Nannies by Nature of any changes to your criminal history status during the screening process;
- (j) complete all screening requirements, such as completing an interview with Nannies by Nature, undergoing background and reference checks, completing all required screening forms and tests, and providing appropriate identification documents and any other documentation required by Nannies by Nature within timeframe as agreed with us;
- (k) acknowledge that failure to comply with these obligations may result in disqualification from the screening process and refusal of registration as a Carer;
- (l) confirm that you do not have, and will immediately disclose if they develop, any medical or mental health condition that could reasonably pose a risk to the safety or wellbeing of children in your care;
- (m) You acknowledge that any resource we provide is for general informational purposes only, and that you are responsible for obtaining your own legal advice tailored to your specific circumstances;
- (n) You agree to comply with any child safety protocols published on our website from time to time;
- (o) You agree to read and abide by any resources provided to you;
- (p) Any investigations into your background is at our discretion and you hereby authorise us to use the information supplied by you for the

purposes of carrying out any such background check if we wish to do so

- (q) You must not engage in illegal, fraudulent, or misleading conduct; post, distribute, or transmit harmful material or malicious code; harass, intimidate, or discriminate against other Users;
 - (r) You must not violate intellectual property or privacy rights;
 - (s) You must not impersonate others or falsely claim qualifications;
 - (t) You must not use automated tools or methods to access the Platform; and
 - (u) You must not attempt to circumvent any Platform security measures.
- (g) Your obligations as a Carer:
- (i) As a registered Carer, you agree to comply with the following obligations to us and the Client:
 - (a) maintain current and valid Working with Children Checks, first aid certifications, CPR certifications, police checks, and any other qualifications or certifications required by Nannies by Nature or applicable law throughout your registration. Nannies by Nature may not be able to offer further work unless all required documents and certifications are kept up to date;
 - (b) provide accurate, complete, and truthful information in your Profile and promptly update any changes to your qualifications, experience, availability, or personal circumstances, including immediately informing Nannies by Nature of any change in your criminal history status;
 - (c) conduct yourself in a professional, respectful, and appropriate manner at all times when providing services to Clients and when communicating Nannies by Nature;
 - (d) maintain strict confidentiality regarding all Client information, family circumstances, and any matters observed or discussed during the provision of services;
 - (e) comply with all applicable laws, regulations, and industry standards relating to childcare services, including mandatory reporting obligations and child safety requirements;
 - (f) immediately notify Nannies by Nature and the Client of any incidents, accidents, injuries, or concerns that arise during the provision of services;
 - (g) honour all confirmed bookings, be punctual, and provide adequate notice to both Nannies by Nature and the Client if you are unable to fulfill a booking due to illness or other unavoidable circumstances;
 - (h) acknowledge that working hours will vary based on Client needs and availability. Scheduling will be coordinated through Nannies by Nature, and you agree to arrive promptly at the agreed time, perform all duties diligently during the agreed hours, and notify Nannies by Nature as soon as possible

in case of any changes or emergencies that may affect your ability to fulfill scheduled bookings;

- (i) for Fixed membership arrangements where you work as a permanent Carer, provide Nannies by Nature with at least 30 days' notice of any planned leave of absence from your role;
- (j) acknowledge that Nannies by Nature reserves the right to cease offering services to you and terminate your registration if you breach any provision of these Terms, if Nannies by Nature receives negative feedback regarding your behaviour, conduct, or performance, or if your continued registration is deemed by Nannies by Nature to be detrimental to its reputation or the safety and wellbeing of Clients and their families;
- (k) acknowledge that Nannies by Nature may terminate this agreement if you repeatedly cancel confirmed shifts. After 3 cancellations within a 6-month period, or at Nannies by Nature's discretion based on the circumstances and impact of the cancellations, Nannies by Nature reserves the right to cease offering services to you and terminate your registration;
- (l) not accept direct bookings or employment offers from Clients outside of Nannies by Nature's booking system. All bookings must be arranged through Nannies by Nature, and you must immediately notify Nannies by Nature if a Client attempts to make direct arrangements
- (m) immediately notify Nannies by Nature of any requests from Clients for additional bookings, rescheduling of existing bookings, or changes to service arrangements, and direct the Client to make such requests through Nannies by Nature's official booking system via the Portal or by contacting Nannies by Nature directly;
- (n) comply with Nannies by Nature policies, procedures, and guidelines as communicated through the Website, Portal, or direct communication from Nannies by Nature, including adherence to the 5 'To the Core' Values as detailed in the Handbook provided upon registration; and
- (o) acknowledge your responsibility as an independent contractor to manage your own tax obligations, superannuation, insurance, and compliance with all relevant employment and taxation laws. You must provide your ABN (Australian Business Number) to receive payment of cancellation fees for days not worked, as these payments constitute taxable income and require proper tax documentation.
- (p) You acknowledge that any resource we provide is for general informational purposes only, and that you are responsible for obtaining your own legal advice tailored to your specific circumstances.
- (q) While Nannies by Nature maintains NannySure insurance coverage for its operations, this does not extend to cover your personal liability as an

independent contractor. You are strongly advised to obtain and maintain appropriate insurance coverage, including but not limited to public liability insurance and professional indemnity insurance, to protect yourself against potential claims arising from the provision of childcare. Nannies by Nature does not provide insurance coverage for Carers, and you acknowledge that adequate insurance is essential to protect your personal assets and financial wellbeing in the event of accidents, injuries, or other incidents that may occur during the provision of services.

- (r) You must ensure the emotional and physical safety of children in your care;
 - (s) You must maintain confidentiality of family information;
 - (t) You must not engage in illegal, fraudulent, or misleading conduct; post, distribute, or transmit harmful material or malicious code; harass, intimidate, or discriminate against other Users;
 - (u) You must not violate intellectual property or privacy rights;
 - (v) You must not impersonate others or falsely claim qualifications;
 - (w) You must not use automated tools or methods to access the Platform; or
 - (x) You must not attempt to circumvent any Platform security measures
 - (y) You should exercise caution when accepting bookings, especially in unfamiliar or remote locations.
- (z) Professional Conduct - The Carer shall:
- (i) foster positive relationships with children and families ;
 - (ii) respect family values and parenting approaches;
 - (iii) maintain appropriate professional boundaries;
 - (iv) refrain from discriminatory behaviour or practices; support children's developmental needs and wellbeing
- (aa) Platform Usage - The Carer must:
- (i) use the Platform solely for its intended purpose;
 - (ii) not circumvent the Platform's booking system;
 - (iii) maintain accurate booking records;
 - (iv) provide honest feedback and reviews;
 - (v) report any technical issues or concerns promptly.

6. Warranties

- (a) You represent, warrant and agree that
 - (i) you will not use our Platform, including Our Intellectual Property, in any way that competes with our business;

- (ii) there are no legal restrictions preventing you from entering into these Terms;
 - (iii) all information and documentation that you provide to us in connection with these Terms is true, correct and complete;
 - (iv) That where you have contracted to pay a party, that you will promptly do so.
- (b) Client warranties - the Client warrants
 - (i) that they will not seek any form of payment from us.
 - (ii) That it genuinely post job requests and not post any false or misleading jobs.
 - (iii) That it will be solely responsible for payment of the Carers/Candidates where relevant.
 - (iv) That it acknowledges that we will not be held liable for any loss or misrepresentation by a Carer/Candidate.
 - (v) That it will indemnify us from any claim by a Carer/Candidate as a result of any acts or omissions of the Carer/Candidate.
 - (vi) It will comply with all employment laws in the placement of Carer/Candidate.
- (c) The Carer/Candidate warrants
 - (i) That they will only enquire on jobs they are genuinely interested in.
 - (ii) that they will not seek any form of payment from us.
 - (iii) That they acknowledge that we will not be held liable for any loss or misrepresentation by a Client.
 - (iv) That they will indemnify us from any claim by a Client as a result of any acts or omissions of the Carer/Candidate.

7. Fees

- (a) Nannies by Nature's fees ("**Service Fees**") are as published on the Website and may be updated from time to time. All fees are in Australian dollars;
- (b) Payment for Services must be made in advance through Nannies by Nature's approved payment methods. Nannies by Nature serves the right to suspend or terminate Services if payment is not received by the due date;
- (c) You agree and acknowledge that Nannies by Nature may modify its fee structure with 7 days' written notice to active clients. Such variations may occur due to:
 - (i) changes in operational costs;
 - (ii) changes in market conditions;

- (iii) changes in relevant laws or regulations; or
 - (iv) significant changes in service delivery requirements. Any changes will apply to services provided after the notice period;
- (d) Additional charges may apply for special requirements, public holidays, or extended hours, as specified on the Website or in writing; and
- (e) Carers' hourly rates
 - (i) Nannies by Nature does not set the Carer's rate; each Carer sets their own rate based on their age, experience, and qualification levels. Nannies by Nature provides a guidance table on the Website outlining recommended rate ranges based on factors including experience, qualifications, certifications, and market conditions. Carers are encouraged to refer to this table when setting their rates. When viewing Carers' profiles, you will be able to see their individual rates; and
 - (ii) The Carer is engaged directly by the Client and is responsible for paying their own tax and superannuation. It is recommended that each Carer has their own ABN for these purposes. Nannies by Nature is at all times only a booking platform and does not employ or engage the Carer to provide childcare services. The Client enters into a third-party arrangement with the Carer. Nannies by Nature is not a party to this arrangement and is not liable for any breach by the Carer or Client.

8. Payments

- (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) Where a Payment Provider is involved, you agree to abide by the terms and conditions of such Payment Provider so far as they apply to you. As at the date of this terms and conditions, our Payment Provider is Stripe and you agree to abide by its terms as updated from time to time and as outlined in the following link:
<https://stripe.com/au/legal/ssa#services-terms>
- (c) Upon payment of any fees, the payment details provided are encrypted through Stripe and saved to your Profile;
- (d) After your Membership subscription is processed and paid for, unless you explicitly decline automatic subscription renewals, your Membership subscription will continue indefinitely until cancelled by you. After any subscription period, your subscription will automatically renew for an additional equivalent period as the subscription term you originally selected and at the subscription rate and frequency disclosed to you on the Website when you originally subscribed;

- (e) You may cancel your subscription at any time by providing written notice to us at billing@nanniesbynature.com.au or through your account settings on the Website. The cancellation will take effect at the end of your current billing period.

9. Cancellation Policy

- (a) To protect Carers' time and income, our cancellation policy ensures their financial stability and allows them to plan their work;
 - (i) To avoid late cancellation fees, Clients must cancel bookings through their Account with at least 24 hours' notice before the scheduled start time for all booking types (One-time bookings, Flex membership bookings, and Fixed membership bookings)..
- (b) For all types of bookings (One-time bookings, Flex membership bookings, and Fixed membership bookings):
 - (i) 25% of the Carer's pay for each of the affected day(s) when cancelled with less than 24 hours' notice but more than 12 hours' notice; or 50% of the Carer's pay for each of the affected day(s) when cancelled with less than 12 hours' notice or not cancelled at all (meaning the Carer was not needed but no cancellation was made). Where a cancellation involves a block of consecutive dates, the 24-hour notice period is calculated for the first date in that block only. If you subsequently cancel additional days within the same block of consecutive dates, each subsequent cancellation will have the corresponding cancellation fee applied based on the notice period given for that specific day.
 - (ii) any other applicable fees will still apply (such as public holiday pay, dash fee, etc. for both us and carer)
- (c) Booking fees are non-refundable when the Client cancels a booking. As a gesture of goodwill, if the Client provides notice of cancellation with at least the minimum notice period specified in clause 9.b (thereby incurring no late cancellation fees), Nannies by Nature will issue a credit for the booking fee to the Client's account. Credits issued for this specific purpose expire 3 months from the date of issue; and
- (d) Cancellations due to circumstances beyond reasonable control (such as natural disasters, government directives, or public health emergencies) will be handled on a case-by-case basis, with Nannies by Nature maintaining discretion over refunds or credits.

10. Refund Policy

- (a) When a Carer is unable to attend a booking due to illness or other circumstances Nannies

by Nature will make all reasonable efforts to find a suitable replacement Carer. The availability of replacement Carers is subject to Carer availability and our discretion. If Nannies by Nature is unable to provide a replacement Carer, the refund policy as set out in clause 10.b will apply;

- (b) In cases where we are unable to facilitate a Carer introduction for a confirmed booking, the following refund provisions apply:
 - (i) For One-time bookings, we will provide a refund of the booking fee only. We are not liable for any other costs, losses, or damages arising from the unavailability of a Carer;
 - (ii) For Flex membership: the Client will receive credit on a pro-rata basis to the Client's account for the subsequent month in lieu of a refund, calculated based on the number of bookings without a Carer facilitated divided by the total number of bookings included in the membership, multiplied by the monthly membership fee. This credit represents the full extent of our liability for unfulfilled facilitation services; and
 - (iii) For Fixed membership bookings: the Nanny Sub Service as detailed in clause 4.iv.i.a. applies in lieu of refunds, providing replacement Carer introductions where the assigned Carer is not a good fit or leaves within 30 days of commencement;
- (c) No refunds will be provided if Nannies by Nature determines that the circumstances outlined in clause 17(c) or clause 17(d) have occurred, including but not limited to breach of Terms, legal requirements, lack of commercial viability, or conduct that impacts Nannies by Nature's reputation or violates the rights of another party;
- (d) You must notify Nannies by Nature immediately via email at booking@nanniesbynature.com.au or by calling the contact number provided on the Website when a Carer does not arrive to provide services as described,
- (e) Credits issued under these Terms are non-refundable, non-transferable, and expire 3 months from the date of issue unless otherwise specified. Credits cannot be redeemed for cash or transferred to another account. This also applies to any promotional codes or vouchers issued by Nannies by Nature.
- (f) Any benefits set out in these Terms and Conditions may apply in addition to consumer's rights under the Australian Consumer Law.

- (g) No refunds will be provided if Nannies by Nature determines that the circumstances outlined in clause 17(c) or clause 17(d) have occurred, including but not limited to breach of Terms, legal requirements, lack of commercial viability, or conduct that impacts Nannies by Nature's reputation or violates the rights of another party.

11. Promotions

- (a) Nannies by Nature may disqualify users from a Promotion if we reasonably believe there has been a breach of these Terms or any misuse of the Promotion;
- (b) Promotions are valid only for the specified duration and cannot be extended unless explicitly stated;
- (c) Nannies by Nature reserves the right to modify, suspend, or terminate any Promotion at any time without prior notice;
- (d) Promotions cannot be applied retroactively to previous purchases and, unless explicitly stated otherwise, cannot be combined with any other offers, discounts, or promotional codes;
- (e) Promotions may apply only to specific services as determined by us in our sole discretion. Certain services may be excluded from Promotions, and such exclusions will be specified in the Promotion's terms or determined by Nannies by Nature;
- (f) Any dispute regarding Promotions will be resolved by Nannies by Nature in its sole discretion. Nannies by Nature's decision regarding all promotional matters will be final and binding;
- (g) The terms and conditions for all current and past Promotions will be maintained and accessible in the 'About' section of the Website. These records will include the specific terms, validity periods, and any special conditions that applied to each Promotion. Clients can refer to this section for detailed information about past and present promotional offers;
- (h) By using or attempting to use any Promotion, you acknowledge and agree to be bound by these terms and conditions in addition to our general Terms of Use; and,
- (i) The Website may contain referral links to third-party services, products, or partners with whom we maintain referral partnerships. Nannies by Nature may receive compensation or benefits from these referral arrangements. The presence of referral links does not constitute an endorsement of the third-party service, and clients are encouraged to

conduct their own due diligence before engaging with any third-party provider. Nannies by Nature is not responsible for the quality, accuracy, or reliability of services provided by third parties accessed through referral links.

12. Copyright and Intellectual Property

- (a) The Website, the Services and all of the related products of Nannies by Nature 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 Nannies by Nature or its contributors;
- (b) All trademarks, service marks and trade names are owned, registered and/or licensed by Nannies by Nature, who grants to you a worldwide, non-exclusive, royalty-free, revocable license whilst you are a Member to:
 - (i) use the Website pursuant to the Terms;
 - (ii) copy and store the Website and the material contained in the Website in your device's cache memory; and
 - (iii) print pages from the Website for your own personal and non-commercial use;

Nannies by Nature does not grant you any other rights whatsoever in relation to the Website or the Services. All other rights are expressly reserved by Nannies by Nature;

- (c) Nannies by Nature 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 Nannies by Nature 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 us 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; and
- (g) Any content you create, upload, or share through the Website ("User Content") remains your intellectual property, however, by submitting such User Content, you grant Nannies by Nature Pty Ltd a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to use, modify, reproduce, adapt, publish, translate, and distribute such User Content for the purposes of providing and improving the Services. You warrant that you have all necessary rights to grant such license and that the User Content does not infringe any third party's intellectual property rights.

13. Privacy

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

14. General Disclaimer

- (a) Subject to this clause, and to the extent permitted by law:
 - (i) except for mandatory consumer guarantees under the Australian Consumer Law and other non-excludable statutory rights, all terms, guarantees, warranties, representations or conditions relating to the Website or Services which are not expressly stated in the Terms (including but not limited to implied warranties of merchantability, fitness for a particular purpose, or non-infringement) are excluded to the maximum extent permitted by law; and
 - (ii) Nannies by Nature 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;

- (b) 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 Nannies by Nature make any express or implied representation or warranty about the Services or any products or Services (including the products or Services of Nannies by Nature) 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 Nannies by Nature; and
 - (iv) the Services or operation in respect to links which are provided for your convenience;
 - (v) any representations, warranties or guarantees regarding the ongoing suitability, conduct or performance of carers following their initial registration and verification on the Website.
- (c) Any dispute arising out of or in connection with these Terms, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by arbitration under the ACICA Arbitration Rules. The seat of arbitration shall be Sydney, Australia. The language of the arbitration shall be English. The number of arbitrators shall be one.

15. Limitation of Liability

- (a) To the maximum extent permitted by applicable law (and subject to any consumer laws to the contrary), Nannies by Nature limits all liability to any person for loss or damage of any kind, however arising whether in contract, tort (including negligence), statute, equity, indemnity or otherwise, arising from or relating in any way to the Services to the total Fees paid by you to Nannies by Nature up to the date of the event giving rise to liability, or if no fees have been paid, \$100 (AUD) in aggregate. This includes the transmission of any computer virus
- (b) You agree to indemnify Nannies by Nature and its employees, contractors and agents in respect of all liability for loss, damage or injury which may be suffered by any person arising

from, or in connection with, you or your representatives use of the Services and/or breach of these Terms.

- (c) All express or implied representations and warranties given by us are, to the maximum extent permitted by applicable law, excluded
- (d) Nothing in this agreement is intended to limit the operation of the Australian Consumer Law contained in the *Competition and Consumer Act 2010* (Cth) (**ACL**). Under the ACL, you may be entitled to certain remedies (like a refund, replacement or repair) if there is a failure with the goods or services we provide
- (e) To the maximum extent permitted by law, under no circumstances will Nannies by Nature be liable for any incidental, special or Consequential Loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with the Services, these Terms or their subject matter (except to the extent this liability cannot be excluded under the *Competition and Consumer Act 2010* (Cth))
- (f) To the maximum extent permitted by law, you acknowledge and agree that:
 - (i) Nannies by Nature acts solely as an intermediary, facilitating the connection between Clients and suitable Carers;
 - (ii) Nannies by Nature is not a party to any agreement between Carers and Clients.
 - (iii) nothing in these Terms excludes, restricts, or modifies any consumer guarantee, right, or remedy that you may have under the Australian Consumer Law or other applicable laws that cannot be lawfully excluded;
 - (iv) you assume responsibility for supervising and monitoring the Carer's performance during the provision of services;
 - (v) while Nannies by Nature conducts initial verification, you are responsible for conducting your own due diligence, including but not limited to checking references, verifying qualifications, and assessing the suitability of any Carer for your specific needs;
 - (vi) subject to Nannies by Nature's obligations under Australian Consumer Law and these Terms, Nannies by Nature is not responsible or liable for the acts, omissions, behaviour, performance, or conduct of any Carer that occur after the Carer has been matched with you;
 - (vii) Carers are independent contractors and are not employees, agents, or representatives of Nannies by Nature;
 - (viii) Carers and Clients are prohibited from engaging directly outside the Platform. If any direct bookings or employment offers are made between Carers and Clients outside of the Platform, this could result in us suffering loss for which we will seek compensation, including but not limited to being banned from the Platform or

being required to pay fees for the period of unauthorised engagement which would otherwise have been payable,

- (ix) We exercise reasonable care in verifying Carers' credentials, qualifications, and background information, including but not limited to Working with Children Checks, however, Nannies by Nature does not guarantee the ongoing accuracy, completeness, or reliability of such information after the initial verification;
 - (x) to the extent permitted by law, Nannies by Nature's liability for any breach of a non-excludable consumer guarantee is limited to, at our option: (a) the resupply of the Services; or (b) payment of the cost of having the Services supplied again; and
 - (xi) you retain all rights to pursue claims directly against any Carer for their conduct, performance, or provision of services, and we will reasonably cooperate with any such claims where appropriate.
- (g) For the purposes of these Terms, "direct damages" shall be strictly limited to: (i) reasonable costs incurred in obtaining substitute services; (ii) documented out-of-pocket expenses directly resulting from Service interruption; and (iii) actual costs of reconstructing lost data directly caused by Nannies by Nature Pty Ltd's breach. All other damages, including but not limited to loss of business opportunity, reputational harm, or consequential losses, shall be deemed indirect damages and are expressly excluded from any compensation; and,
- (h) You expressly acknowledge and agree that:
- (i) Nannies by Nature's initial, first-level verification process includes checking Working with Children Checks, police checks, reference checks, and reviewing qualifications and experience as part of the Candidate screening process prior to registration as a Carer;
 - (ii) It is the responsibility of the Client to assess the suitability of any Candidate or Carer for their specific needs, circumstances, and preferences. Nannies by Nature conducts only an initial, first-level verification process, and does not conduct comprehensive background investigations or guarantee the character, qualifications, experience, or suitability of any Candidate or Carer. Given the sensitive nature of the services that the Platform caters for, Client are advised to undertake their own independent assessments, interviews, reference checks, and ongoing monitoring to ensure that any Candidate or Carer selected meets their individual requirements. The platform is not liable for any issues arising from the engagement or performance of carers.
 - (iii) "after matching" means from the point at which a Carer is introduced to you and you commence engagement with that Carer, including all interactions, interviews, trial periods, and the provision of services thereafter;
 - (iv) it is your sole responsibility to conduct additional due diligence beyond Nannies by Nature's initial screening of Carers, including conducting your own interviews, trial

- periods, and ongoing assessments;
- (v) you must independently verify any Carer's references, qualifications, or credentials that are material to your hiring decision;
- (vi) you will implement appropriate supervision and monitoring measures during any Carer engagement;
- (vii) you will promptly report to Nannies by Nature any concerns about a Carer's conduct or qualifications; and
- (viii) failure to fulfill these responsibilities may limit or void any claims you may have against Nannies by Nature for Carer-related incidents or losses.

16. 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 Nannies by Nature. Competitors are not permitted to use or access any information or content on our Application. If you breach this provision, Nannies by Nature 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.

17. Termination of Contract

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

Your notice should be sent, in writing, to Nannies by Nature via email to billing@nanniesbynature.com.au with "Account Termination" in the subject line;

- (c) Nannies by Nature 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) Nannies by Nature is required to do so by law;
 - (iii) the provision of the Services to you by Nannies by Nature is, in the opinion of Nannies by Nature, no longer commercially viable; or
 - (iv) prior to any service discontinuation under these provisions, Nannies by Nature Pty Ltd will provide you with 14 days written notice detailing the specific reasons for termination and any available remedial actions;
- (d) Subject to local applicable laws, Nannies by Nature 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 Nannies by Nature's name or reputation or violates the rights of those of another party.

- (e) Where termination occurs under clause 17(c) or 17(d), Nannies by Nature will provide written notice detailing the specific grounds for termination, and any pending bookings or payments will be handled in accordance with the refund provisions set out in clause 10.b, with all outstanding obligations to be settled within 7 days of the termination date.

18. Indemnity

You agree to indemnify Nannies by Nature, its officers, directors, shareholders, employees, agents, affiliates, contributors, third party content providers and licensors (each an "Indemnified Party") 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.

19. Dispute Resolution

19.1. 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);

19.2. 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;

19.3. 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 by the Australian Mediation

Association or the Resolution Institute;

- (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 Sydney, Australia; and
- (e) The Parties may mutually agree to utilize online mediation platforms or video conferencing facilities to reduce costs, and if both Parties agree, they may request a fee reduction or payment plan from the mediator based on demonstrated financial hardship, provided such arrangements are agreed upon at least 7 days before the scheduled mediation;

19.4. 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;

19.5. 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.

20. Venue and Jurisdiction

The Services offered by Nannies by Nature 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 New South Wales, Australia.

21. Governing Law

The Terms are governed by the laws of New South Wales, 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 New South Wales, 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.

22. 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.

23. Data Collection and Use

- (a) Nannies by Nature agrees that any data relating to the Candidate, Carer or Client ("**End User Data**") shall remain the sole and exclusive property of the party that supplied it, subject to applicable privacy laws and regulations, including but not limited to the Privacy Act 1988 (Cth) and the Australian Privacy Principles.
- (b) Nannies by Nature shall take all reasonable steps to ensure compliance with all applicable privacy laws and regulations in its handling, storage, and processing of End User Data (so far as it has access to it)
- (c) Upon termination or expiration of access to the Platform, the Carer or Candidate shall be permitted to obtain a copy of all End User Data provided by the Carer or Candid in a format as supplied by Nannies by Nature and otherwise per our Privacy Policy.
- (d) Upon termination or expiration of access to the Platform, the User shall be permitted to obtain a copy of all End User Data in a format as supplied by Nannies by Nature. Where such data includes data supplied by the User, the User agrees to use such data in accordance with applicable privacy laws and regulations, including but not limited to the Privacy Act 1988 (Cth) and the Australian Privacy Principles.
- (e) Access to the information shall be provided as per our Privacy Policy.
- (f) You acknowledge that by supplying End User Data to us (including any photographs), that such End User Data (and photographs) may be provided to Carers and/or Candidates and/or Clients but only in the provision of the Services (which may include on our social media platforms). You also acknowledge that such End User Data, once it is provided, it cannot be controlled by us and therefore we will not be responsible for any unauthorised use of the End User Data (and photographs) provided by You. We will provide any reasonable assistance in dealing with unauthorised use of End User Data
- (g) By using the Website and/or Services, you consent to the collection and processing of your personal information including but not limited to contact details, usage data, and service preferences. We retain your data as set in our Privacy Policy, or as required by law, and you may request access to, correction of, or deletion of your personal information by contacting our Privacy Officer at legal@nanniesbynature.com.au.