

CHILD CARE CENTRAL SOFTWARE LICENSE AGREEMENT – CCCSLA

1. Definitions.

In this Agreement, "we" and "us" mean Redbourne Business Services (Australia) Pty Ltd (ACN 095 164 588) trading as Child Care Central ("**Redbourne**").

"AUP" means Redbourne's Acceptable Use Policy, and contained herein in Scheduled B.

"CCCSLA" means the Child Care Central Software License Agreement.

"Customer Data" means any data, information or material that the Licensee captures or records in the Licensed Software in the course of using the Service.

"Initial Term Invoice" means the first invoice issued to the Licensee for the provision of the Services.

"Licensed Software" means Child Care Central.

"Licensee" means the End User Customer participating in a Redbourne Hosted Software Application Program referred to as "Child Care Central". Where the customer is an organisation, this includes the organisation's employees, contractors, representatives, agents and any affiliated party that uses the Licensed Software.

"Renewal Term" means any Term subsequent to the Initial Term, which renews automatically unless either party has terminated this Agreement or has given 30 days written notice of their intention to terminate this Agreement..

"Initial Term" means the initial period of the Services as specified on the first invoice issued by Redbourne to the Licensee.

"Redbourne Services" or "Service(s)" means those services named in the attached Schedule A.

"Start Date" means the date the Initial Term Invoice is issued to the Licensee in respect of the Services.

2. License and Title

2.1. Redbourne grants the Licensee a nonexclusive, non-transferable, subscription based license (the "License") to use the Child Care Central computer software ("Licensed Software"), the printed materials and online or electronic documentation (the "Documentation") for its own internal business purposes, subject to the terms of this Agreement.

2.2. The Licensee agrees not to rent, lease, sublicense, time-share, or otherwise distribute the Licensed Software, or to host applications to provide service bureau, time-sharing, or other computer services to third parties. The Licensee agrees not to reverse-engineer, decompile, disassemble, modify, create derivative works of, or copy the Licensed Software. The Licensee agrees to take appropriate actions to protect the Licensed Software and all parts thereof from unauthorised copying, modification, or disclosure by its agents, employees, or customers.

2.3. The Licensee must not assign or otherwise transfer such party's rights or obligations under this Agreement (including all attachments hereto) without the prior

written consent of Redbourne. Redbourne may assign its rights and obligations under this Agreement (including all attachments hereto) at any time.

- 2.4. The Licensee may not access the Service if the Licensee is a direct competitor of Child Care Central, except with prior written consent from Redbourne. In addition, the Licensee may not access the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.
- 2.5. The Agreement is effective from the Start Date and will remain in force until terminated as described in Clause 13.
- 2.6. All right, title and interest in and to the copyrights, trademarks, patents, trade secrets and other intellectual and proprietary rights in the Licensed Software provided under this Agreement (the "Redbourne Intellectual Property") are and shall remain vested with Redbourne and/or Redbourne suppliers. For the avoidance of doubt, in no event shall Redbourne Intellectual Property include any data or other proprietary information of the Licensee.

3. Services

- 3.1. The services available to the Licensee under this Agreement are as detailed in Schedule A to this Agreement.
- 3.2. This Agreement is intended to permit the Licensee to use the services it subscribes to with Redbourne. It is for the exclusive use of the Licensee and does not extend to any other person or entity. The Licensee is responsible for the use of the Services and is bound by the terms of this Agreement. The Licensee agrees to abide by any Acceptable Use Policy published by Redbourne (attached herein as Schedule B), which is subject to change without notice. The Acceptable Use Policy is developed to ensure a high quality of service for all users of Redbourne Services.
- 3.3. The use of the Service by the Licensee is at the Licensee's sole and absolute risk. REDBOURNE SPECIFICALLY DISCLAIMS AND DENIES ANY RESPONSIBILITY FOR THE COMPLETENESS, ACCURACY OR QUALITY OF THE SERVICES PROVIDED BY US UNDER THE TERMS OF THIS AGREEMENT.

4. Licensee Obligations and Use of Service

- 4.1. Any use of the Service by the Licensee that is in violation of the Redbourne Acceptable Use Policy (AUP), or disrupts the normal use of the system for other Redbourne customers, is considered to be an abuse of the system. Redbourne reserves the right to update the policy periodically and the Licensee accepts full responsibility to remain familiar with and abide by any and all Licensee obligations stated therein.
- 4.2. The Licensee is required to maintain secure passwords for use of the Service.
- 4.3. The Licensee shall not use any process, program or tool via Redbourne system for guessing the passwords or circumventing any security measures of Redbourne customers or other systems. The Licensee shall not use Redbourne systems to make unauthorised attempts to access the systems and networks of others.
- 4.4. The Licensee shall use the Service in accordance with all applicable state and federal laws, including but not limited to, privacy laws. The Licensee shall not use

the Service to conduct any business or activity or solicit the performance of any activity that is prohibited by law, nor shall the Licensee's use of the Service impinge upon the use of the system by other customers.

- 4.5. Violations of the Redbourne AUP are unethical and may be deemed criminal offenses. The Licensee shall report to Redbourne any information the Licensee may have concerning instances in which the AUP has been or is being violated. When Redbourne becomes aware of any possible violations, Redbourne will initiate an investigation.

5. Redbourne Obligations

- 5.1. Redbourne commits that the Service will be available for use by the Licensee and that the hosting infrastructure used to provide the service will provide commercially reasonable levels of data back up and security.
- 5.2. Subject to any provisions already stated, Redbourne aims to maintain an industry acceptable availability during normal business hours. Redbourne will take reasonable steps to ensure that unexpected downtime is limited during any period within business hours. This excludes mutually agreed outages for the purpose of any Redbourne approved and planned maintenance, upgrades or backups.
- 5.3. Redbourne commits that it will at all times be compliant with state and federal laws, including but not limited to, privacy laws.

6. Billing and Fees

6.1. Billing.

- (a) Licensees who subscribe to Redbourne Services will be deemed to be customers of Redbourne from the Start Date. Accordingly, all Redbourne operating procedures concerning customer applications, customer service, and sales will apply to the Licensee from the Start Date. Redbourne may change its policies and operating procedures from time to time.
- (b) Redbourne will Invoice the Licensee for the agreed upon Initial Term in advance of the Service being provided. The Initial Term will be for the provision of the Service on a monthly or annual basis, or as agreed between the parties.
- (c) The Licensee must effect payment of the Invoice within seven (7) days of the date of the Invoice ("Due Date").
- (d) Unless otherwise agreed by the parties, once the Initial Term has lapsed, and
 - 1. this Agreement has not been terminated; and
 - 2. no party has given 30 days written notice of their intention to terminate this Agreement,

Redbourne will automatically Invoice the Licensee for subsequent successive terms ('Renewal Term') equal in length to the Initial Term.

- (e) In the event the Licensee fails to make full payment of the Invoice by the Due Date, Redbourne may suspend the Service to the Licensee. Such suspension

may be rescinded by Redbourne at the sole discretion of Redbourne upon payment in full of the Licensee's account.

6.2. Fees.

- (a) In consideration of the Service provided, the Licensee shall pay Redbourne those fees itemised on any valid Tax Invoice issued to the Licensee for the Service, including mutually-agreed in advance supplemental charges, such as charges for incremental usage, design changes/customisation, maintenance and expedites requested by the Licensee.
- (b) Redbourne may vary its fee schedule from time to time.

7. Start of Service

Redbourne will deem the Start Date for the Service to be the date the Initial Term Invoice is issued to the Licensee. In no event will the non-operation of Licensee Facilities alter the Start Date.

8. Warranties

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. Quality and Accuracy of Available Information

The Licensee acknowledges that the information available via the Redbourne system and/or through the interconnecting networks may not be accurate. Redbourne makes no representation or warranty of any kind, either express or implied, regarding the quality, accuracy or validity of the data and/or information available from or through such networks. Use of information obtained from or through the Redbourne system is at the Licensee's risk.

10. Indemnity and Limitation of Liability

Infringement Indemnity.

- 10.1. Redbourne will defend, indemnify and hold the Licensee harmless from all damages, awards, and costs (including reasonable solicitors' fees) to the extent resulting from or arising out of any claim or action that alleges the Redbourne Software directly infringes an Australian intellectual property right, or constitutes misappropriation of a third party trade secret; provided, however, that the Licensee promptly notifies Redbourne in writing of such claim or action, reasonably cooperates with Redbourne in its defence or settlement, and Redbourne has sole control of the defence and all related settlement negotiations.
- 10.2. In the event Redbourne Software becomes, or in the opinion of Redbourne is likely to become, the subject of any claim or action, then Redbourne will use commercially reasonable efforts at its sole option and expense, to:
 - (i) procure the right for the Licensee to continue using the Redbourne Software;
 - (ii) replace or modify the Redbourne Software so it becomes non-infringing while remaining functionally equivalent; or

- (iii) if option (i) or (ii) is not reasonably available in Redbourne judgment, Redbourne may terminate the Service and Redbourne will issue a refund of all fees paid by the Licensee for the remaining unused balance of the Services period at the time of termination.
- 10.3. Redbourne will have no liability for any claim or action based upon:
- (a) the combination, operation, or use of the Redbourne Software with hardware, software, or other items not supplied by Redbourne;
 - (b) any alteration of the Redbourne Software by the Licensee or a third party; or
 - (c) any modification of the Redbourne Software made by Redbourne pursuant to specifications, requirements, or designs provided by the Licensee.

10.4. Limitation of Liability.

REDBOURNE SHALL NOT BE LIABLE TO THE LICENSEE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF USE, LOSS OF BUSINESS OR LOSS OF PROFIT. ANY REDBOURNE LIABILITY TO THE LICENSEE FOR ANY DAMAGES OF ANY KIND UNDER THIS AGREEMENT SHALL NOT EXCEED, IN AMOUNT, A SUM EQUIVALENT TO THE APPLICABLE OUT-OF-SERVICE CREDIT AS DETERMINED UNDER THIS AGREEMENT. REMEDIES UNDER THIS AGREEMENT ARE EXCLUSIVE AND LIMITED TO THOSE EXPRESSLY DESCRIBED IN THIS AGREEMENT.

11. Relationship of Parties

Nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative or employment relationship between the parties. The Licensee will have no authority to make or accept any offers or representations on Redbourne behalf. The Licensee will not make any statement, or publish any statement, that reasonably would contradict anything in this clause.

12. Service Suspension/Maintenance

Redbourne may from time-to-time suspend the Service for routine maintenance or rearrangement of the equipment. Redbourne shall employ best efforts to provide the Licensee advance notification of the Service suspension. Such Service suspension is not considered unscheduled downtime, provided the Service is restored by the end of the period specified in the notification from Redbourne. In addition, Redbourne may suspend the Service of the Licensee as otherwise provided in this Agreement.

13. Term and Termination of this Agreement

- 13.1. **Term of this Agreement.** This Agreement shall become effective on the Start Date and shall remain in effect for the length of the Initial Term and any subsequent Renewal Terms. This Agreement and any related Schedules shall automatically renew for successive terms equal in length to the Term (the "Renewal Term(s)"), unless either Redbourne or the Licensee provides written notice of termination at least thirty (30) days prior to the end of the current Term or any Renewal Term.

- 13.2. **Termination of this Agreement.**

13.2.1. Either party may terminate this Agreement at any time by giving the other party thirty (30) days' prior written notice of its intention to terminate the Agreement.

13.2.2. If Redbourne terminates this Agreement for cause or if the Licensee terminates this Agreement without cause, the Licensee shall not be entitled to any refunds for fees paid in advance of Services. Further, the Licensee agrees to pay the balance of all billed but unpaid recurring and all outstanding non-recurring charges. The Licensee agrees the actual damages in the event of such termination would be difficult or impossible to ascertain, and that the termination charge in this Section 13.2 is intended, therefore, to establish liquidated damages and is not intended as a penalty.

14. Customer Data and Support

14.1. **Customer data.** Redbourne does not own any data, information or material that the Licensee submits in the course of using the Service ("Customer Data"). The Licensee shall have sole responsibility for the accuracy, quality, integrity, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and Redbourne shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any customer data. In the event this Agreement is terminated, other than by reason of the Licensee breach, Redbourne will make available to the Licensee a copy of the Customer Data in a readable format within thirty (30) days of the termination if the Licensee so requests at the time of termination. The Licensee may incur and exit fee charge in the event the Licensee wishes to redeem their data.

14.2. **Customer Support.** Redbourne support staff has the right to access Licensee data to provide support as and when required.

15. Force Majeure

If Redbourne performance of any obligation under this Agreement is prevented, restricted or interfered with by causes including failure or malfunction of the Licensee-supplied equipment, disruptions of Internet protocol ("IP") service through intermediate carriers other than <http://www.childcarecentral.com.au>, acts of God, explosions, vandalism, cable cut, storms, fires, floods or other catastrophes, power failure, national emergencies, insurrections, riots, wars, strike, lockouts, boycotts, work stoppages or other labour difficulties, or any law, order, regulation or other actions of any governmental authority, agency, instrumentality, or of any civil or military authority, then Redbourne shall be excused from such performance on a day-to-day basis to the extent of such restriction or interference. Redbourne shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance with reasonable dispatch.

16. Notices

All notices required or permitted to be given hereunder shall be in writing and deemed given (a) when personally delivered, (b) one (1) day after delivered to an overnight courier guarantying next day delivery, or (c) three (3) days after deposited in the Australia Post mail, postage prepaid, sent certified or registered. All notices shall be addressed to the parties at the addresses provided by the parties or to such other address as hereafter designated in writing by the applicable party in the manner provided in this Section 17 for the giving of notices.

17. Solicitors' Fees

If a proceeding is brought for the enforcement of this Agreement or because of any alleged or actual dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable solicitors' fees and other costs and expenses incurred in such action or proceeding in addition to any other relief to which such party may be entitled.

18. Arbitration

- 18.1. If a dispute arises out of, or in any way in connection with, or otherwise relates to this agreement, or the breach, termination, validity or subject matter thereof, or as to any related claim at law, in equity or pursuant to any statute, the parties agree to refer their dispute to Arbitration.
- 18.2. The Arbitration shall be conducted in Brisbane, Australia in accordance with the Rules for the Conduct of Commercial Arbitrations for the time being of the Institute of Arbitrators. During such arbitration, both parties may be represented by a duly qualified legal practitioner.
- 18.3. This clause 20 shall survive termination of this Agreement.

19. Miscellaneous Provisions

This Agreement may be amended only in writing signed by both of the parties hereto. If any provision of this Agreement is invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provisions of this Agreement, and the parties hereby agree to negotiate with respect to such invalid or unenforceable part to the extent necessary to render such part valid and enforceable. The failure of either party to enforce any provision hereof shall not constitute the permanent waiver of such provision. This Agreement shall be governed by and construed in accordance with the laws of the Australian States and Territories without regard to conflicts of law principles. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, legal representatives and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto (and their respective heirs, successors, legal representatives and permitted assigns) any rights, remedies, liabilities or obligations under or by reason of this Agreement. THE LICENSEE AND REDBOURNE EACH HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

20. Entire Agreement

- 20.1. This Agreement and the attached Schedules constitute the entire understanding and agreement between the Parties relating to the Redbourne Services and supersede any and all prior or contemporaneous oral or written communications.
- 20.2. The Licensee agrees to be bound by the terms of this Agreement and the attached Schedules if the Licensee uses the Services.
- 20.3. Upon notice to the Licensee by email or in writing Redbourne may modify the terms of this Agreement. If any modification is unacceptable to the Licensee, the Licensee may terminate the Agreement as provided in Section 13. The Licensee's continued

use of Redbourne Services following Redbourne notification of the changes will constitute binding acceptance of the change.

- 20.4. Redbourne may discontinue or change the services offered in the event of the Licensee's failure to comply with the following provisions.
- 20.5. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

SCHEDULE A

Service Description and Licensing Overview

This Schedule is part of the "Child Care Central Software License Agreement" (CCCSLA) entered into by and between Child Care Central and the Licensee effective on the Purchase Date. Child Care Central will deliver the Service(s) selected by the Licensee, as specified in the Tax Invoice, according to the conditions outlined herein. This Schedule and related Schedules shall continue for a Term, as defined in the SLA, for the term specified in the Tax Invoice ("Term") from the Purchase Date.

Service Description

Child Care Central will provide the Licensee with Services as specified in the Tax Invoice. Child Care Central Licensing Options and Service Deliverables are as follows:

Licensing Options

The Licensing Options are as follows:

- Child Care Central Single Site license (monthly)
- Child Care Central Single Site license (yearly)

Both licensing options include:

- Application hosting
- Data back up
- Automatic software upgrades
- Online video training and documents (Learning Path)
- Online technical support
- Phone support
- CCMS interface

Service Deliverables

Child Care Central will provide you with use of the purchased Licensing Option, including a browser interface and requisite data transmission, access and storage. Child Care Central will commit that this service will be available for use by the Licensee and that the hosting infrastructure used to provide the service will provide commercially reasonable levels of data back up and security.

Licensee Obligations

In addition to obligations specified in the SLA, the Licensee is obligated to adhere to the Child Care Central Acceptable Use Policy (Schedule B). Failure to adhere to this policy can result in suspension of the Licensee's Service.

SCHEDULE B

Acceptable Use Policy (“AUP”)

This Schedule is part of the “Child Care Central Software License Agreement” (CCCSLA) entered into by and between Redbourne Business Services (Australia) Pty Ltd (ACN 095 164 588) trading as Child Care Central (“**Redbourne**”) and the Licensee. This Schedule and related Schedules shall become effective as specifically designated on the related Schedule A. Redbourne reserves the right to modify this policy at any time.

Please read this document carefully before accessing Redbourne Services. By using any Redbourne Hosted Software Application Program you agree to comply with the terms of our acceptable use policy.

1. Definitions

“**AUP**” means the Child Care Central Acceptable Use Policy.

“**Eligible data breach**” occurs where both of the following conditions are satisfied:

1.
 - (i) there is unauthorised access to, or unauthorised disclosure of, the information;
 - (ii) a reasonable person would conclude that the access or disclosure would be likely to result in serious harm to any of the individuals to whom the information relates;

OR

2. the information is lost in circumstances where:
 - (i) unauthorised access to, or unauthorised disclosure of, the information is likely to occur; and
 - (ii) assuming that unauthorised access to, or unauthorised disclosure of, the information were to occur, a reasonable person would conclude that the access or disclosure would be likely to result in serious harm to any of the individuals to whom the information relates.

“**Information security breach**” occurs in the following situations:

- (a) there is unauthorised access to, or unauthorised disclosure of, sensitive information; or
- (b) sensitive information is lost in circumstances where it is likely that unauthorised access to, or unauthorised disclosure of, the information will occur.

“**OAID**” means the Office of the Australian Information Commissioner.

“**Personal information**” means information or an opinion about an identified individual, or an individual who is reasonably identifiable:

- (a) whether the information or opinion is true or not; and
- (b) whether the information or opinion is recorded in a material form or not.

“**Remedial action**” means any action taken in response to an information security breach, which prevents the serious harm from occurring to an individual/s.

2. Purpose

This Acceptable Use Policy (AUP) sets out the rules which apply to use of Child Care Central, including your responsibilities, and permitted and prohibited uses of those services. Compliance with this Policy ensures you may continue to enjoy and allow others to enjoy optimum use of the Service.

3. Application

Your obligation to comply with this Policy includes your obligation to ensure any person who you allow to use your Service also complies with this Policy. Your failure to comply with this Policy (including by any person who you allow to use your Service) may lead to the suspension or termination of your Service.

4. Responsible Usage

You are responsible for your actions whilst using the Service. If you act recklessly or irresponsibly in using your Service or your actions endanger any person or the integrity or security of our Network, systems or equipment, your access may be restricted, suspended or terminated, without prior notice.

In particular, you agree that you will not use, attempt to use or allow your Service to be used to:

- (a) store, send or distribute any content or material which is restricted, prohibited or otherwise unlawful under any applicable Commonwealth, State or Territory law, or which is likely to be offensive or obscene to a reasonable person;
- (b) store, send or distribute confidential information, copyright material or other content which is subject to third party intellectual property rights, unless you have a lawful right to do so;
- (c) do anything, including store, send or distribute material which defames, harasses, threatens, abuses, menaces, offends, violates the privacy of, or incites violence or hatred against, any person or class of persons, or which could give rise to civil or criminal proceedings;
- (d) do any other act or thing which is illegal, fraudulent or otherwise prohibited under any applicable Commonwealth, State or Territory law or which is in breach of any code, standard or content requirement of any other competent authority;
- (e) do anything, including store, send or distribute material, which interferes with other users or restricts or hinders any person from accessing, using or enjoying the Child Care Central Service, Network or systems;
- (f) forge header information, email source address or other user information;
- (g) access, monitor or use any data, systems or networks, including another person's private information, without authority or attempt to probe, scan or test the vulnerability of any data, system or network;
- (h) compromise the security or integrity of any network or system including our Network;
- (i) access, download, store, send or distribute any viruses or other harmful programs or material;

- (j) use another person's name, username or password or otherwise attempt to gain access to the account of any other Customer;
- (k) tamper with, hinder the operation of or make unauthorised modifications to any network or system; or
- (l) authorise, aid, abet, encourage or incite any other person to do or attempt to do any of the above acts.

5. Excessive Use

You must use your Service in accordance with any capacity limits stated in the specific plan that you subscribe to for the use of that Service. We may limit, suspend or terminate your Service if you unreasonably exceed such limits or excessively use the capacity or resources of our Network in a manner which may hinder or prevent us from providing services to other customers or which may pose a threat to the integrity of our Network or systems.

6. Data Security and Breaches

The Licensee and Redbourn jointly hold individuals' personal information. As such, both parties are jointly responsible for reporting eligible data breaches if and when they occur. This clause 6 sets out the Licensee's data security obligations and the allocation of responsibility for notifying relevant parties in the event of an eligible data breach.

6.1. Licensee Obligations. The Licensee is responsible for:

- 6.1.1. maintaining the security of your Service, including protection of account details, passwords and protection against unauthorised usage of your Service by a third party;
- 6.1.2. taking appropriate security measures such as installation of a firewall and use of up to date anti-virus software;
- 6.1.3. keeping and maintaining all personal information in strict confidence, taking care to avoid unauthorised access, use or disclosure;
- 6.1.4. providing appropriate privacy and information security training to its employees;
- 6.1.5. compliance with the relevant privacy laws; and
- 6.1.6. all charges incurred by other persons who you allow to use your Service, including anyone to whom you have disclosed your password and account details.

6.2. Data Breach Response Plan

- 6.2.1. If the Licensee becomes aware of an actual, or potential, eligible data breach, the Licensee shall immediately notify Redbourn and provide Redbourn with the following details:
 - (a) The nature of the data breach;
 - (b) The type and sensitivity of the information involved in the data breach;

- (c) Remedial action that has been taken in response to the data breach;
- (d) Any security measures in place to protect the data;
- (e) The nature of the harm that may arise as a result of the data breach; and
- (f) Any other relevant matters.

Where possible, Redbourne will endeavour to work with the Licensee to take remedial action to prevent serious harm from eventuating to the individual/s the subject of the data.

6.2.2. Alternatively, if Redbourne becomes aware of an eligible data breach in respect of the Licensee's data, Redbourne may notify the Licensee and, where possible, work with the Licensee to take remedial action to prevent serious harm from eventuating to the individual/s the subject of the data.

6.2.3. Where an eligible data breach has occurred, Redbourne shall determine which party is responsible for the data breach and allocate responsibility for notification of the data breach to the individual/s the subject of the data and/or OAIC.

6.2.4. As a general rule, a party will be deemed responsible for the data breach where that party's employee/s or premises have:

- 6.2.4.1. lost, or have been the subject of a theft of, laptops, removable storage devices, or paper records containing personal information;
- 6.2.4.2. disposed of hard disk drives and other digital storage media without the contents first being erased;
- 6.2.4.3. accessed or disclosed personal information outside the requirements of authorisation of their employment;
- 6.2.4.4. had paper records stolen from insecure recycling or garbage bins;
- 6.2.4.5. mistakenly provided personal information to the wrong person, for example, an email was sent to the wrong address;
- 6.2.4.6. has been deceived into improperly releasing the personal information of another person; and
- 6.2.4.7. any other scenario that Redbourne deems the responsibility of the Licensee.

6.2.5. Redbourne will also be deemed responsible for a data breach where its database/s containing personal information are hacked into or otherwise illegally accessed by individuals outside of the Redbourne organisation.

6.2.6. The party Redbourne deems responsible for the data breach has the responsibility of reporting the breach to:

- 6.2.6.1. the individual the subject of the information;

6.2.6.2. the OAIC; and

6.2.6.3. any other relevant third party.

6.2.7. As a general rule, Licensee will be responsible for contacting the individual/s the subject of the data breach because they have an existing relationship with the individual/s.

7. Copyright

It is your responsibility to ensure that you do not infringe the intellectual property rights of any person in relation to any material that you access, copy, store, send or distribute using your Service.

8. Content

You are responsible for any content you store, send or distribute on or via our Network. You must not use such services to send or distribute any content which is prohibited, deemed obscene or offensive or otherwise unlawful under any applicable Commonwealth, State or Territory law.

9. Regulatory Authorities

You must not hinder or prevent us from taking all steps necessary to comply with any direction from any law enforcement or security agency. You acknowledge that Redbourne reserves the right to limit, suspend or terminate your Service if there are reasonable grounds for suspecting that you are engaging in illegal conduct or where use of your Service is subject to any investigation by law enforcement or regulatory authorities.

10. Suspension or Termination

- 10.1. Redbourne reserves the right to suspend your Service if you are in breach of this Policy, provided that we will first take reasonable steps to contact you and give you the opportunity to rectify the breach within a reasonable period. What is reasonable in this context will depend on the severity of the problems being caused by the breach (for example, if you commit a serious or continuing breach, it may be reasonable to immediately suspend your Service without notice to you).
- 10.2. Our right to suspend your Service applies regardless of whether the breach is committed intentionally, through misconfiguration, or by other means not authorised by you.
- 10.3. If your Service is suspended and the grounds upon which it was suspended are not corrected by you within an agreed timeframe, we may terminate your Service. In the event your Service is terminated, you may apply for a pro rata refund of any pre-paid charges for your Service, but we will have the right to levy a reasonable fee for any costs incurred as a result of the conduct that resulted in the suspension.

11. Changes

Redbourne may vary this Policy by giving you notice by email to the email address notified by you or otherwise in accordance with the notice provisions of your service agreement with

us. Your continued use of your Service after such notice will constitute acceptance of the variation.

SCHEDULE C

Child Care Central Refund Policy

Child Care Central do not normally give refunds if:

- A user changes their mind;
- The user knew about the particular fault before purchasing the product;
- The user found the same item or service at a cheaper price elsewhere;
- The user was responsible for causing a fault or damage after purchase; or
- The user makes a wrong decision.

Child Care Central will provide you a refund, partial/pro rata refund or credit where goods or services:

- are faulty;
- have been wrongly described;
- are different from a sample shown to you; or
- do not do what they are supposed to.

Cancellations must be given to Child Care Central in writing and require a thirty (30) days notice period.

The amount of the refund is at the discretion of Child Care Central and will be determined after considering the pro rata period of the service already provided and any associated establishment or set up costs.

On the Cancellation date Child Care Central will:

- cancel the subscription
- inactivate the user/s
- convert any annual subscriptions paid to a monthly subscription basis
- calculate the amounts owing for the months of active subscriptions and
- calculate any remaining amounts owed to the service
- apply any remaining credit held by the Child Care Central to the
- outstanding balances
- return the data electronically by spreadsheet to the service if requested
- (*in writing*) for an administration fee of \$55.00, and only if all
- outstanding amounts are fully paid
- provide any refund amounts at the discretion of Child Care Central