

Terms and Conditions – Child Safeguard

Child Safeguard is a Content partner with LAWRENCE FAMILY TRUST & CONSOLIDATED PRODUCTIONS PTY LIMITED (ABN 42 064 788 263), trading as World Wide Swim School (“WWSS”).

Definitions

“Customer” means the end user who purchases the Learning Content and has access to the material via the Platform.

The **“WWSS Platform”** means the software and training system owned by WWSS. The platform hosts Child Safeguard’s Learning Content.

“Intellectual Property Rights” means all current and future registered and unregistered rights in respect of patents, copyright, designs, circuit layouts, trademarks, trade names, logos and get-up, trade secrets, know-how, confidential information, invention and discoveries and all other intellectual property as defined in Article 2 of the convention establishing the World Intellectual Property Organisation 1967.

“Learning Content” means the material provided by Child Safeguard through the Platform.

“Policy Templates” means the documents created by Child Safeguard, available for Customers to download through the Platform.

1. General Conditions

- 1.1. At Child Safeguard, we want our customers to be completely satisfied with the service we provide and their experience of our Learning Content.
- 1.2. As a valued Customer of Child Safeguard’s Learning Content, your access to, and your use of, any material in audio, visual or written format via the WWSS Platform is conditional upon your acceptance and compliance with these Terms and Conditions, notices and disclaimers contained on the WWSS Platform.
- 1.3. The Customer agrees to these Terms and Conditions by signing this agreement and/or by your access to Child Safeguard’s Learning Content via the Dita Solution’s Platform.
- 1.4. Child Safeguard reserves the right to amend these Terms and Conditions and will update you of any changes.

2. Laws and Regulations

- 2.1. Your access to, and use of, Child Safeguard’s Learning Content is subject to all applicable federal, state and local laws and regulations.
- 2.2. Child Safeguard reserves the right to seek all remedies available at law and in equity for violations of these Terms and Conditions.

3. Warranties and Disclaimers

- 3.1. Child Safeguard's Learning Content is provided "as is" and without warranty or condition. In particular, our service may not be uninterrupted or error-free. You waive all claims for special, indirect and consequential damages against us. These terms will not limit any non-waivable warranties or consumer protection rights that you may be entitled to.
- 3.2. While care and diligence have been used to maintain the information of the Learning Content, it may not be accurate, current or complete in all aspects. Consequently, Child Safeguard does not make any representations or warranties as to the accuracy, currency or completeness of the information.
- 3.3. At Child Safeguard, we endeavour to do our best to ensure that the Learning Content is accurate and up to date. We acknowledge that there may be some errors or misdescriptions. If you become aware of such, please notify us immediately and do not rely on the error or misdescription.
- 3.4. It is the responsibility of the Customer to evaluate the accuracy, completeness or usefulness of any opinion, advice or other Learning Content provided by Child Safeguard.

4. Liability

- 4.1. Child Safeguard excludes, to the maximum extent permitted by law, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise, any liability which may arise as a result of the use of the Learning Content or the information in it, including links to third-party websites.
- 4.2. Child Safeguard is not liable for any amendments, alterations, additions or deletions made by the Customer, to the content contained in the Policy Templates.
- 4.3. The Customer's use of the Policy Templates provided by Child Safeguard is solely at the Customer's risk and Child Safeguard will not be liable to the Customer for any direct, consequential, incidental, indirect or special loss incurred as a result of any amendments, alterations, additions or deletions made by the Customer, to the content contained in the Policy Templates.
- 4.4. Where liability cannot be excluded, any liability incurred by us, in relation to the use of the Learning Content or Policy Templates, is limited to the extent provided for by the Australian Consumer Law. To the extent permitted by law, Child Safeguard will not be liable for any direct, consequential, incidental, indirect or special loss.
- 4.5. The information, software, products and descriptions of services provided or displayed as part of Child Safeguard's Learning Content, Policy Templates or a linked site, may include inaccuracies or typographical errors. Child Safeguard specifically disclaims any liability for such inaccuracies or errors.

- 4.6. You agree that Child Safeguard, its affiliates and any of their respective officers, directors, employees or agents will not be liable for any direct, indirect, aggravated, special, consequential or incidental damages (including and without limitation; lost profits, costs of procuring substitute service or lost opportunity) arising out of, or in connection with, the use of the Learning Content and services or a linked site, or with the delay, or inability to use the website.
- 4.7. Child Safeguard is not responsible for the transmission of any viruses which may infect a Customer's equipment, failure of mechanical or electronic equipment or communication lines, telephone or other interconnect problems, unauthorised access, theft, operator errors, strikes, or other labour problems.
- 4.8. Child Safeguard cannot and does not guarantee continuous, uninterrupted, or secure access to the Learning Content.
- 4.9. Any and all claims relating to a failure or breach with regard to the third-party services offered through the Platform are limited to those service providers.
- 4.10. Child Safeguard hereby disclaims any liability in connection with the Platform, including without limitation liability for any act, error, omission, injury, loss, accident, delay or irregularity which may be incurred through the fault, negligence or otherwise, of the Platform provider and you hereby release Child Safeguard from any liability with respect to the same.

5. Intellectual Property Rights

- 5.1. Customers who access the Learning Content are granted a non-exclusive, non-assignable and non-transferrable licence to use the Learning Content in accordance with these Terms and Conditions. Nothing in these Terms and Conditions or in the Learning Content itself will grant ownership of the Learning Content to the Customer.
- 5.2. Customers must not:
 - 5.2.1 Sell, modify, alter, copy, distribute, retransmit, display, perform, reproduce, republish, licence, frame, upload, disseminate, post, communicate or broadcast Child Safeguard's intellectual property to any third party;
 - 5.2.2 Reverse assemble, reverse engineer, reverse compile or enhance the Learning Content;
 - 5.2.3 Use the Learning Content to provide a service to any person or company
 - 5.2.4 Breach any Intellectual Property Rights connected with the Learning Content;
- 5.3. Customer's may only use Child Safeguard's intellectual property as:
 - 5.3.1. Expressly authorised in these Terms and Conditions;
 - 5.3.2. Permitted under the Copyright Act, including for any fair dealing purposes such as private study, research, criticism or review; or
 - 5.3.3. Authorised in writing by Child Safeguard.
- 5.4. The Customer may make amendments, alterations additions and deletions to the content contained in the Policy Templates and Child Safeguard takes no responsibility for any changes made by the Customer.

- 5.5. Child Safeguard owns and is the only entity entitled under licence to all rights, title and interests (including present and future copyright) in the Learning Content (including the Policy Templates).
- 5.6. All material including domain names, company and business names, text, graphics, images, photographs, designs, illustrations, diagrams, logos, buttons, icons, software, and all products and services described in the Learning Content are owned exclusively by Child Safeguard, its related body corporate or others who have licensed their material to Child Safeguard (unless expressly indicated otherwise).
- 5.7. Child Safeguard and Specialist Accreditation logos are registered trademarks of Child Safeguard and may only be reproduced with the written consent of Child Safeguard. A number of logos appearing in the Learning Content are registered trademarks owned by third parties and have been reproduced on this website with the agreement of those third parties.
- 5.8. Child Safeguard reserves the right to all other intellectual property that is inherent in other information, products, processes or technologies which form part of the Learning Content and are not explicitly licensed.
- 5.9. If a Customer has been found to have breached these Terms and Conditions, they may have their Membership terminated immediately, and may face prosecution.

6. Third Parties

- 6.1. The Customer acknowledges that the Learning Content may provide or facilitate links to other sites which allows the Customer to leave the Platform and access third-party material.
- 6.2. Child Safeguard has no discretion to alter, update or control the material contained on a linked site. The fact that Child Safeguard has provided a link to a third-party's site does not mean it is an endorsement, authorisation, sponsorship, or affiliation with respect to such site, its owners, or its providers.
- 6.3. There are inherent risks in relying upon, using, or retrieving any information found on the internet. Child Safeguard urges you to make sure you understand these risks before relying upon or retrieving any such information on a linked site.
- 6.4. Child Safeguard does not accept responsibility or liability for any loss, direct or indirect from a link or a site associated with third parties.

7. Customer Account

- 7.1. You will create a Customer Account to access the Learning Content. You must ensure that all information you provide as part of the creation process is complete and correct.
- 7.2. It is your responsibility to keep your password and Customer Account details confidential. If your Customer name or password is lost or stolen, or if you believe there has been unauthorised access to your account by third parties, it is your

responsibility to notify Child Safeguard and change your password as soon as possible.

- 7.3. You are prohibited from sharing your login details with anyone else. If you do so, Child Safeguard is authorised to terminate your membership and block your access to the Platform.
- 7.4. Access to and use of secure and/or password protected areas of the Platform is restricted to authorised Customers only. Unauthorised individuals attempting to access the Platform, its Learning Content and services may be subject to prosecution.

8. Termination

- 8.1. Child Safeguard has the right to terminate the Customer's access to the Learning Content at any time, if the Customer:
 - a) Has breached a material term of this Agreement and has failed to remedy the breach within 10 days;
 - b) Has breached any term of Clause 5 of this Agreement.
- 8.2. On termination of this Agreement:
 - a) The Customer must immediately cease use of the Learning Content
 - b) The Customer must promptly return (where possible) or delete or destroy any Intellectual Property owned by Child Safeguard
 - c) Child Safeguard will promptly return (where possible), or delete or destroy the Customer's confidential information unless we are required by law to retain such information.
- 8.3. The accrued rights, obligations and remedies of the Parties are not affected by the termination of this Agreement.