

CHILD CARE MARKETING

TERMS AND CONDITIONS

GrowOnline Pty Ltd as trustee for the GrowOnline Trust | ABN 41 641 962 561

 **Updated March 2026 — includes Artificial Intelligence (AI) Service Provisions & No-Fault Clauses** 

In order to become a user of any Child Care Marketing services, you must agree to the following terms and conditions. By using our services, you agree to these Terms & Conditions. These services are provided by Child Care Marketing (a division of GrowOnline Pty Ltd as trustee for the GrowOnline Trust ABN 41 641 962 561). Your agreement to these Terms and Conditions (the "Terms") shall be indicated to us by signing the Child Care Marketing Services Contract or use of any Child Care Marketing services, whichever occurs first. You should review these Terms carefully and immediately cease using our services if you do not agree to these Terms.

Child Care Marketing may change the Terms & Conditions at any time and by continuing to use our services you agree to the latest terms and conditions. Details of our current terms are available at ChildCareMarketing.com.au/terms-and-conditions/

Child Care Marketing may set up hosting on Web Hosting Servers on your behalf with leading Web Hosting companies such as Go Daddy. You can access separate terms and conditions from those Web Hosting Services for that hosting service which you will need to agree to, upon commencement of hosting services.

The following terms of business apply to any or all of the domain name registration, website hosting, email, spam and virus protection, Search Engine Optimisation, Social Media, Artificial Intelligence-assisted services, and Secure Web Page services to be provided by Child Care Marketing to you from time to time, as well as any services provided by us under any of our Web Hosting Server Services.

Certain terms and conditions will not apply to you if you have not engaged Child Care Marketing for those particular services.

1. DEFINITIONS

1.1 Defined Terms

In these Terms:

- (a) 'us', 'we' and 'our' is a reference to Child Care Marketing.
- (b) 'You' means the Client.
- (c) 'Server' means the computer server equipment operated by the Web Hosting Server provider in connection with the provision of the Services.
- (d) 'Web Site' means the area on the Server allocated by the Web Hosting Service Provider to you for use as a site on the Internet.
- (e) 'Secure Web Page' means the web page operated and located on the Server which allows you to collect credit card details in an encrypted manner.
- (f) 'Search Engine Optimisation' means any service designed to assist your Web Site gain a higher listing in Search Engine results.
- (g) 'Privacy Laws' means all applicable laws relating to privacy, including the Privacy Act 1988 (Cth) and the Privacy Regulation 2013 (Cth).
- (h) 'Confidential Information' means all information and documentation of the Client whether disclosed to or accessed by us in connection with this Agreement, including all Client data, intellectual property, and all other information of the Client or its clients, providers, suppliers, contractors and other third parties doing business with the Client, and any information developed by reference to or use of the Client's information.
- (i) 'Brand Guidelines' means the Client's branding and intellectual property guidelines.

The following definitions (j) through (n) have been added in the March 2026 update to address the use of Artificial Intelligence tools in service delivery.

- (j) 'AI Tools' means any artificial intelligence, machine learning, large language model, generative AI, or automated content generation platform or software used by Child Care Marketing in connection with the provision of Services, including but not limited to platforms such as Claude (Anthropic), ChatGPT (OpenAI), Google Gemini, Midjourney, and any successor or equivalent platforms, whether currently in existence or developed in the future.
- (k) 'AI-Generated Content' means any text, copy, images, marketing material, reports, analysis, recommendations, code, or other output produced in whole or in part with the assistance of AI Tools, whether or not disclosed as such at the time of delivery.
- (l) 'AI Output' means any result, recommendation, draft, analysis or generated content produced by an AI Tool in the course of providing the Services.
- (m) 'Client Data' means any information, content, data, images, or materials provided by the Client to Child Care Marketing for use in connection with the Services, including any such materials that may be submitted to or processed by AI Tools.
- (n) 'Third-Party AI Platform' means any AI Tool operated by a third-party provider whose services are accessed by Child Care Marketing and whose terms, pricing, capabilities, and outputs are subject to change at the sole discretion of that third-party provider.

2. SPECIFIC TERMS AND CONDITIONS FOR USE OF OUR SERVICES

2.1 Website Hosting / Email / Secure Webpage / Virus Protection

Please see Hosting terms and conditions regarding Hosting Services.

- (a) You are responsible for sending mail in accordance with any relevant legislation, including but not limited to the Spam Act 2003 (Cth) and for sending the same in a secure manner. We will take all reasonable steps to ensure accurate and prompt routing of messages but we will not accept any liability for non-receipt or misrouting or any other failure of email except where we have been negligent. In the event of deliberate transmission of unsolicited commercial email (UCE), Child Care Marketing reserves its right to terminate services without prior notification.
- (b) Both parties warrant, undertake and agree that:
 - (i) they will keep secure any identification, password and other confidential information relating to the Client's account; and
 - (ii) either party will notify the other party immediately of any known or suspected unauthorised use of the Client's account, or any known or suspected breach of security, including loss, theft or unauthorised disclosure of the Client's password information.

2.2 Search Engine Optimisation Services

- (a) **Rankings and Page Rank Disclaimer:** Child Care Marketing may provide information on business strategies, search engine strategies and other business advice that, regardless of our results and experience, may not produce the same results (or any results) for you.
- (b) We make absolutely no guarantee, expressed or implied, that by following the advice provided you will make any money or improve current profits, increase page rank, or increase search engine rankings.
- (c) There are multiple factors and variables that come into play regarding any given business and the competitive landscape. Primarily, results will depend on the nature of the product or business model, the conditions of the marketplace, the experience of the individual, and situations and elements that are beyond your control. As with any business endeavour, you assume all risk related to investment and money based on your own discretion and at your own potential expense.
- (d) You further agree that our company cannot be held responsible in any way for the success or failure of your business as a result of the information or services provided. It is your responsibility to conduct your own due diligence regarding the safe and successful operation of your business.
- (e) You understand that we make absolutely no guarantees regarding search engine rankings as a result of applying this information, and that you are solely responsible for the results of any action taken on your part.

2.3 Advertising Services

- (a) Any content we produce for you must be approved in writing by email by you prior to the content being published.
- (b) Whilst we will try to utilise your monthly advertising budget, we do not warrant that this will always be possible, and in the event of a shortfall in the use of your monthly advertising budget in any one month, you agree to our increasing future monthly budgets to compensate only.
- (c) Your monthly advertising budget is spent with media publishing companies such as Google, Facebook, LinkedIn etc. as advised to you in writing by email and in our strategy documents. A media buying fee (media fee) is applied to the purchase of all media. This media fee may vary from time to time dependent upon the level of media buying efficiency. The media spend including all media fees are payable monthly in advance for the period of the contract — irrespective of whether your monthly advertising budget is fully utilised or not.

(d) Any partially spent monthly budget can be used in following months, however you will not be entitled to any refund, nor will you be entitled to set off any partially spent monthly budgets against future payments owing to us.

(e) The Child Care Marketing Campaign Management fee is payable monthly in advance for the period of the contract — irrespective of whether your monthly advertising budget is fully utilised or not.

(f) Whilst we will try to improve your business exposure, we cannot be responsible for nor do we warrant that the provision of search engine advertising services will either increase third party traffic to your Web Site or that such traffic will increase business sales or enquiries.

(g) Standard summary and detailed reports on performance will be provided to you in the form of dashboard reports — no further detailed reports or any further access to our systems will be provided.

2.4 Artificial Intelligence (AI) Assisted Services

This clause governs the use of Artificial Intelligence tools in the delivery of Child Care Marketing services. It applies wherever AI Tools are used in the creation, drafting, optimisation, or delivery of any Service output. These provisions should be read alongside Section 7 (AI No-Fault Provisions).

(a) Disclosure of AI Use: Child Care Marketing uses AI Tools as part of its service delivery workflow. This may include, without limitation, the drafting of marketing copy, blog posts, social media content, email sequences, advertising text, strategic recommendations, reports, and other written or visual outputs. You acknowledge and accept that AI Tools may be used in the production of deliverables provided to you under this agreement.

(b) Client Approval Responsibility: Any AI-Generated Content delivered to you remains subject to your written approval prior to publication or use, consistent with clause 2.3(a). You assume full responsibility for any AI-Generated Content that you approve for publication. Child Care Marketing shall not be liable for any loss, damage, or legal exposure arising from your approval and publication of AI-Generated Content.

(c) Nature of AI Outputs: You acknowledge and accept that AI Tools:

- (i) may produce outputs that contain factual inaccuracies, errors, omissions, or statements that are misleading or incomplete;
- (ii) do not guarantee accuracy, originality, or fitness for a particular purpose;
- (iii) may produce different outputs in response to the same or similar inputs at different times;
- (iv) operate using probabilistic models and are inherently unpredictable in their outputs; and
- (v) may reflect limitations, biases, or gaps in the data on which they were trained.

(d) Human Review: Child Care Marketing applies human review and professional judgment to AI Outputs before delivery to you where reasonably practicable. However, we do not warrant that all AI-Generated Content has been independently verified for accuracy, completeness, legal compliance, or fitness for purpose. You are strongly encouraged to review all AI-Generated Content before approval and publication.

(e) Third-Party AI Platform Dependency: AI Tools are operated by third-party providers. Child Care Marketing does not control and is not responsible for:

- (i) any changes to the features, availability, pricing, outputs, or terms of any Third-Party AI Platform;
- (ii) any degradation in quality, capability, or reliability of AI Outputs resulting from changes made by a Third-Party AI Platform provider; or
- (iii) any interruption to AI-assisted services resulting from downtime, maintenance, or discontinuation of a Third-Party AI Platform.

(f) Client Data and AI Tools: Where Client Data is submitted to or processed by an AI Tool in the course of providing Services, you warrant that:

- (i) you have the authority and all necessary consents to provide such Client Data for processing by AI Tools;
- (ii) the submission of Client Data to AI Tools does not breach any applicable law, contract, or third-party right; and
- (iii) Client Data submitted to AI Tools does not include sensitive information relating to children, families, or individuals beyond what is necessary for the service being performed.

(g) Privacy and AI Tools: We will take reasonable steps to ensure Client Data submitted to AI Tools is handled in accordance with our obligations under Privacy Laws and these Terms. However, you acknowledge that Third-Party AI Platform providers maintain their own privacy policies and data handling practices. We encourage you to review the privacy policies of any AI Tools disclosed to you.

(h) Intellectual Property of AI-Generated Content: The intellectual property status of AI-Generated Content is an evolving area of Australian and international law. To the extent permitted by law and consistent with clause 6 (Copyrights), intellectual property in AI-Generated Content produced for you will be treated as follows:

- (i) where AI-Generated Content incorporates or is substantially derived from your original instructions, brief, or materials, ownership of the final delivered output (as edited and approved) vests in you upon final payment;
 - (ii) Child Care Marketing makes no representation that AI-Generated Content is free from third-party intellectual property claims arising from the training data of any AI Tool; and
 - (iii) you agree to indemnify Child Care Marketing against any claim arising from your use of AI-Generated Content that you have approved and published.
- (i) Regulatory Compliance:** You acknowledge that certain content produced with the assistance of AI Tools may be subject to regulatory requirements, including obligations under the Australian Consumer Law, therapeutic goods advertising standards, or other sector-specific regulations applicable to your childcare business. It is your responsibility to ensure that any AI-Generated Content approved by you complies with all applicable laws and regulations governing your industry.

3. MUTUAL OBLIGATIONS

Both parties agree not to render or use the Services:

- (a) in a manner contrary to these Terms;
- (b) to carry out any activity or send or receive any material which is fraudulent, technically harmful (such as computer viruses, denial of service attacks, sending of unsolicited email, worms, Trojan horses or malicious software), criminal, threatening, offensive, indecent, defamatory, in contempt of court or in breach of any third party rights including but not limited to copyright and privacy;
- (c) for a purpose for which it was not designed or intended to be used;
- (d) to violate any third party's rights, including any breach of intellectual property, right of privacy, right of publicity or any other intellectual property or proprietary right;
- (e) to threaten, incite, stalk, harm or harass others including to promote bigotry or discrimination; or
- (f) to violate any applicable law.

4. OUR OBLIGATIONS

We agree to:

- (a) comply with the Client's instructions in relation to the provision of services under this agreement;
- (b) comply with any applicable intellectual property and copyright law relevant to this agreement;
- (c) perform and deliver the services with due care and skill and in full compliance with the laws of the state in which the services are performed and the laws of the Commonwealth of Australia;
- (d) ensure that the services provided to the Client are rendered to a standard reasonably expected by the Client and comply with the Client's Brand Guidelines;
- (e) comply with the Privacy Laws in relation to this agreement. We understand the Client's obligations under Privacy Laws and we must not (either by act or omission) contravene any such laws or otherwise create any exposure or cause the Client to breach any such laws;
- (f) apply reasonable professional judgment and human oversight when using AI Tools in the delivery of Services, including reviewing AI Outputs before delivery where practicable;
- (g) not sell or transfer any contact details which result from leads from this agreement. All such contact details must be passed on to the Client;
- (h) hold all Confidential Information relating to the Client in strict confidence, except as permitted by this Agreement;

We must:

- (i) in the event this Agreement is terminated, destroy the Confidential Information we received during the performance of this Agreement, including copies and digital or other documents produced on the basis of the Confidential Information, or return to the Client;
- (j) promptly notify the Client of any unauthorized possession, use or knowledge of the Client's Confidential Information by any person or entity;
- (k) promptly furnish to the Client full details of any such unauthorized possession or use and assist the Client in investigating or preventing the recurrence thereof;
- (l) cooperate with the Client in any litigation and investigation against third parties deemed necessary by the other party to protect its proprietary rights; and
- (m) promptly use our best efforts to prevent a recurrence of any such unauthorized possession, use or knowledge of Confidential Information.

5. GENERAL TERMS AND CONDITIONS

5.1 Application of General Terms and Conditions

The following terms and conditions apply to provision of all Services, including the registration of sub-domains.

5.2 Termination

- (a) We may terminate this agreement forthwith if you fail to pay any sums due to us as they fall due.
- (b) Either party may terminate this agreement immediately, upon giving written notice to the other party, if:
 - (i) the other party breaches any of these terms and conditions;
 - (ii) the other party goes into liquidation; or
 - (iii) the other party is a person and is declared bankrupt.
- (c) You are not able to terminate your agreement with Child Care Marketing before the six (6) month minimum term, without Child Care Marketing requiring payment in full, unless we have breached this agreement or if the parties otherwise agree in writing.
- (d) If you wish to terminate your account with Child Care Marketing after the minimum term, you must do so by providing notice in writing with 30 days' notice, otherwise your account will be automatically renewed on a recurring monthly basis — a one month's cancellation fee (comprising the value of the last months' invoices) is charged.
- (e) The initial minimum term of any advertising program is six months unless agreed to otherwise.

5.3 Payment

- (a) All monthly charges are payable on the due date in advance of the monthly service on a date that will enable clearance of all funds by commencement of the new month.
- (b) The provision by us of the Services is contingent upon our having received the monthly payment in full in advance from you in respect of the relevant Services.
- (c) Without prejudice to our other rights and remedies under this agreement, if any sum payable is not paid on or before the due date, we reserve the right, at our sole discretion, to suspend the provision of Services to you — in such a case your monthly fee will remain payable.
- (d) Upon provision of a credit card account, you give us authorisation to automatically debit your credit card for all charges on issuance of a valid invoice, and we agree to immediately cancel this debit authority if we receive a written request from you.

5.4 Exclusion and Limitation of Liability

- (a) To the full extent permitted by law we hereby exclude all conditions and warranties not expressly set out herein.

Important Note: In the event that this agreement constitutes a supply of goods or services to a consumer as defined in the Australian Consumer Law or any other national, State or Territory legislation, nothing contained in this agreement excludes, restricts or modifies any condition, warranty or other obligation in relation to this agreement and consumer guarantees continue to apply.

5.5 Severability

If any clause of these terms and conditions is held to be invalid or unenforceable in whole or in part, the invalid or unenforceable wording shall be deemed to be omitted.

5.6 Assignment

The benefit of this agreement may be assigned by us, but not our obligations to you — to do that, you agree that we may request consent from you in writing, such consent not to be unreasonably withheld. You may transfer this agreement provided that you give us written notice setting out the details of the assignee.

5.7 Change to Terms on Renewal

We may change the terms and conditions of this Agreement at any time as long as we notify you in writing by email with a link to the current terms and conditions. Details of our current terms are available at www.childcaremarketing.com.au.

5.8 Entire Agreement

Except as provided above, no variation may be made to the contract unless it is in writing and signed by authorised representatives of you and Child Care Marketing.

5.9 Governing Law

This agreement shall be governed by the laws in force in the state of Australia in which the client's business is located. Both parties hereby submit to the exclusive jurisdiction of the Courts of that State.

6. WEBSITE AND DIGITAL CONTENT DEVELOPMENT TERMS AND CONDITIONS

We will always do our best to fulfil your needs and meet your goals, but sometimes it is best to have a few things written down so that we both know what is what, who should do what and what happens if stuff goes wrong. In this agreement, we have no desire to trick you into signing something that you might later regret. We do want what is best for the safety of both parties, now and in the future.

In short — you as an authorised representative are hiring Child Care Marketing to undertake consulting, design or digital marketing services. Both the scope and budget are outlined in our proposal.

6.1 What Do Both Parties Agree To Do?

As our customer, you have the power and ability to enter into this contract on behalf of your company or organisation. You agree to provide us with everything that we need to complete the project — including text, images and other information — as and when we need it and in the format we ask for. You agree to review our work, provide feedback and approval in a timely manner too. Deadlines work two ways and you will also be bound by any dates that we set together. You also agree to stick to the payment schedule set out in this proposal. Non-payment will result in a termination of all services.

We have the experience and ability to perform the services you need from us and we will carry them out in a professional and timely manner. Along the way, we will endeavour to meet all the deadlines set but we cannot be responsible for a missed launch date or a deadline if you have been late in supplying materials or have not approved or signed off our work on time at any stage.

6.2 Design

If we are designing your application, we'll create designs for the look-and-feel, layout and functionality of your website. This contract includes one main design plus the opportunity for you to make up to two rounds of revisions. If you're not happy with the designs at this stage, you can cancel this contract with no additional payments above the payments already made, or continue to commission us to make further design revisions at our standard design rates. Note that if the project is cancelled, no amount of payments are refundable.

6.3 HTML and CSS Layout Templates

- If the project includes HTML and CSS templates, we'll develop these using valid HTML and CSS codes. Our approach is to look forward, not back. With that in mind, we will test all our markup and CSS in current versions of all major desktop browsers.
- We will also test that these templates perform well on Apple's iPad. However, we will not test on old, outdated or obsolete browsers.
- If you need us to consider older browsers, we will charge you at our standard Old Browser Rate for any necessary additional design work, development and testing.

6.4 Text Content

Writing or inputting any text copy is not part of our standard service unless specified in the original estimate. Should you require us to write blogs or any additional text for your website, we will charge you at our standard copywriting or content input rate. Where AI Tools are used to assist in drafting text content, the provisions of clause 2.4 and Section 7 of these Terms apply.

6.5 Photographs

You will supply us with photos in digital format. If you choose to buy stock images, we'll be happy to suggest vendors of stock photography. If you want us to take care of stock image selection, we can search, purchase, and manage the rights of usage. We do charge a markup in our stock image budget to cover the time spent searching.

6.6 Changes and Revisions

The project fees included in this document are based on the estimated amount of work needed to accomplish everything that you have told us you want to achieve. If you do want to change your mind, add extra pages or

templates or even add new functionality, you may do so, however you will be charged accordingly and these additional costs will need to be agreed to before the extra work commences.

If the nature or functions of the project change significantly throughout the process, we reserve the right to deem the current project cancelled. At this point, you will pay us in full for all the work we have done and may commission us to complete the new project based on the new requirements. This will require a new quote and contract.

6.7 Website Management

Like every business asset, your website needs to be maintained. This involves regular updates, security scans, website backups, and so much more. Some clients have the skills, resources, and time to achieve this in house. For those who don't, we offer a range of website management services as specified in the proposal. All plans have access to our technical support desk. Our support tickets are actioned by our most trusted developers to ensure that your site remains active and working as it should.

6.8 Limited Liability

We can't guarantee that the functions contained in any web page templates or in a completed website will always be error-free and so we can't be liable to you or any third party for damages, including lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate this website and any other web pages, even if you have advised us of the possibilities of such damages.

6.9 Confidentiality

You and Child Care Marketing both agree to respect and keep each other's trade practices, trademarks, proprietary information, and intellectual property confidential.

6.10 Copyrights

You guarantee to us that any elements of text, graphics, photos, designs, trademarks, or other artwork that you provide us for inclusion in the website are either owned by your good selves or that you have permission to use them.

When we receive your final payment, copyright is automatically assigned as follows:

- You own the graphics and other visual elements that we create for you for this project.
- We'll give you a copy of all files and you should store them safely as we are not required to keep them or provide any native source files used to make them.
- You also own text content, photographs and other data you provided, unless someone else owns them.
- We own the markup, CSS and other code and we license it to you for use on this project only.
- We reserve the right to display and link to your completed project as part of our portfolio and to write about the project on websites, social media, and in articles about web design.

Note on AI-Generated Content and Copyright: The intellectual property status of AI-generated text, images, and other content under Australian law is an evolving area. See clause 2.4(h) and Section 7.5 for specific provisions governing ownership of AI-Generated Content.

6.11 Indemnification

You (as an indemnifying party) shall indemnify Child Care Marketing (as an indemnified party) against all losses and expenses arising out of any proceeding brought by a third party and arising out of the Client's breach of its obligations, representations, warranties, or covenants under this agreement.

6.12 Disputes

Any dispute or difference whatsoever arising out of or relating to this agreement shall be submitted to mediation in accordance with, and subject to, Resolution Institute Mediation Rules.

If the dispute or difference is not settled within 30 days of referral to mediation (unless such period is extended by agreement of the parties), it shall be submitted to arbitration in accordance with, and subject to, Resolution Institute Arbitration Rules. Notwithstanding the existence of a dispute or difference each party shall continue to perform the agreement.

Unless the parties agree upon an arbitrator, either party may request a nomination from the Chair of Resolution Institute.

7. ARTIFICIAL INTELLIGENCE SERVICES — NO-FAULT PROVISIONS

This Section sets out the no-fault framework that governs Child Care Marketing's use of Artificial Intelligence tools. It applies in addition to clause 2.4. These provisions exist because AI technology operates in a fundamentally different way to traditional human-authored services — outputs are probabilistic, variable, and subject to third-party platform changes that are entirely outside Child Care Marketing's control.

7.1 General No-Fault Acknowledgement

- (a)** You acknowledge and agree that Child Care Marketing operates as an intermediary when using AI Tools and does not control the underlying technology, training data, model behaviour, or output of any Third-Party AI Platform.
- (b)** Child Care Marketing shall not be liable, in contract, tort, statute, or otherwise, for any loss, damage, cost, or expense (whether direct, indirect, consequential, or incidental) arising from:
- (i)** any inaccuracy, error, omission, hallucination, or misleading statement contained in any AI Output, including AI-Generated Content that has passed through human review;
 - (ii)** any failure of AI-Generated Content to achieve a particular marketing, business, enrolment, or reputational outcome;
 - (iii)** any variation in quality, tone, accuracy, or style between AI Outputs produced at different times, even in response to substantially similar instructions;
 - (iv)** any third-party intellectual property claim arising from AI-Generated Content, including claims based on training data used by a Third-Party AI Platform; or
 - (v)** any regulatory, compliance, or legal exposure arising from AI-Generated Content that you have approved for publication or use.
- (c)** This no-fault clause applies regardless of whether Child Care Marketing was aware of the potential for such loss or damage at the time of delivering the relevant AI Output.

7.2 No Warranty on AI Accuracy or Fitness for Purpose

- (a)** Child Care Marketing makes no warranty, representation, or guarantee — whether express or implied — that:
- (i)** any AI-Generated Content is accurate, complete, current, error-free, or appropriate for your intended use;
 - (ii)** AI-Generated Content will be compliant with any applicable childcare industry regulations, advertising standards, privacy laws, or other regulatory requirements specific to your business;
 - (iii)** AI-Generated Content will not contain statements that are defamatory, misleading, or deceptive within the meaning of the Australian Consumer Law or equivalent legislation; or
 - (iv)** AI Tools will produce outputs of a consistent or guaranteed quality over the term of this agreement.
- (b)** Nothing in this clause excludes any consumer guarantee or non-excludable right under the Australian Consumer Law. To the extent any warranty cannot be excluded by law, our liability for a breach of that warranty is limited to resupplying the relevant service or paying the cost of having the service resupplied.

7.3 Third-Party Platform No-Fault Clause

- (a)** Child Care Marketing is not responsible for and shall incur no liability arising from:
- (i)** any change to the features, pricing, output quality, availability, or terms of any Third-Party AI Platform, whether or not such change affects the quality or nature of services delivered to you;
 - (ii)** any discontinuation, suspension, or degradation of a Third-Party AI Platform used in the provision of Services;

- (iii) any data breach, privacy incident, or security failure occurring at the level of a Third-Party AI Platform provider; or
 - (iv) any change in the legal or regulatory treatment of AI-Generated Content, including changes to intellectual property law, privacy law, or sector-specific regulation.
- (b) Child Care Marketing reserves the right to substitute one AI Tool for another equivalent or superior AI Tool at any time, without prior notice to you, where the substitution is reasonably necessary due to changes in the availability, quality, or terms of a Third-Party AI Platform.

7.4 Client's Duty to Review and Approve

- (a) You acknowledge that the provision of client approval in relation to AI-Generated Content (as required under clause 2.3(a) and clause 2.4(b)) constitutes your acceptance of that content and releases Child Care Marketing from any liability arising from its publication or use.
- (b) You agree that:
- (i) it is your responsibility — not Child Care Marketing's — to verify the factual accuracy of any AI-Generated Content before approval, including verifying any claims about your childcare centre, services, fees, staff qualifications, or regulatory compliance;
 - (ii) you will seek independent legal, compliance, or professional advice before publishing AI-Generated Content that touches on regulated matters such as CCS, childcare licensing, therapeutic services, or fee structures;
 - (iii) you will not publish AI-Generated Content that you have not reviewed; and
 - (iv) once you have approved and published AI-Generated Content, you assume full responsibility for any consequences arising from that publication, including any complaint, legal claim, or regulatory inquiry.
- (c) Child Care Marketing is not responsible for monitoring the continued accuracy of AI-Generated Content after it has been approved and published by you. It is your ongoing responsibility to review and update published content as your business circumstances change.

7.5 Intellectual Property — AI-Generated Content No-Fault

- (a) You acknowledge that:
- (i) the intellectual property status of AI-Generated Content under Australian law is unsettled and is subject to ongoing legislative and judicial development;
 - (ii) Child Care Marketing makes no warranty that AI-Generated Content is free from third-party intellectual property claims arising from the training datasets, model weights, or outputs of any AI Tool; and
 - (iii) Child Care Marketing shall not be liable for any third-party intellectual property claim made against you arising from AI-Generated Content that you have approved and published.
- (b) You agree to indemnify and hold harmless Child Care Marketing from and against any claim, loss, damage, cost, or expense (including legal costs on an indemnity basis) arising from any third-party intellectual property claim connected to AI-Generated Content that you have approved and used.

7.6 Privacy and Data — AI Processing No-Fault

- (a) Where Client Data is processed by a Third-Party AI Platform in the course of providing Services, you acknowledge and agree that:
- (i) Child Care Marketing's obligations under Privacy Laws extend to taking reasonable steps to select reputable AI platforms and to not submit unnecessary sensitive personal information to AI Tools;
 - (ii) Child Care Marketing is not responsible for the data handling, storage, retention, or processing practices of Third-Party AI Platform providers beyond disclosing which platforms are in use upon request; and

- (iii) you are responsible for ensuring that any personal information you provide to Child Care Marketing for incorporation into AI Tools has been collected with appropriate consent and in accordance with Privacy Laws.
- (b) Child Care Marketing will not deliberately submit identifiable personal information relating to enrolled children, parents, or families to any AI Tool without your express prior written consent.

7.7 Childcare Industry-Specific AI Disclaimer

- (a) You specifically acknowledge that AI Tools used in the provision of marketing and digital services for childcare centres may produce content that:
 - (i) inadvertently references outdated CCS rates, entitlements, or subsidy rules that have since changed;
 - (ii) contains general statements about childcare regulation, NQF quality areas, or EYLF principles that may not reflect the most current regulatory guidance;
 - (iii) makes claims about educator qualifications, ratios, or programming that differ from your actual centre's practices; or
 - (iv) uses language that, while appropriate for general marketing contexts, may not align with the specific tone or values guidance issued by your regulatory body or quality assessment officer.
- (b) It is your sole responsibility to review all AI-Generated Content for accuracy against current regulatory requirements before publication. Child Care Marketing recommends that you independently verify any content referencing CCS, NQF standards, EYLF compliance, or licensing conditions with your relevant regulatory authority before publication.
- (c) Child Care Marketing shall not be liable for any regulatory inquiry, compliance finding, or enforcement action arising from AI-Generated Content that you have approved and published.

7.8 Limitation of Liability — AI Services

- (a) To the maximum extent permitted by law, Child Care Marketing's total aggregate liability to you in respect of any claim arising from or in connection with the use of AI Tools in the provision of Services (whether in contract, tort, statute or otherwise) is limited to the lesser of:
 - (i) the amount paid by you to Child Care Marketing in the one (1) month immediately preceding the event giving rise to the claim; or
 - (ii) AUD \$500.
- (b) This limitation applies regardless of whether Child Care Marketing has been advised of the possibility of such loss or damage and regardless of the form of the action.
- (c) Nothing in this clause limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any non-excludable consumer guarantee under the Australian Consumer Law.

7.9 Acknowledgement and Informed Consent

By engaging Child Care Marketing's services and continuing to use those services, you acknowledge that:

- You have read and understood the AI provisions contained in clause 2.4 and this Section 7;
- You understand that AI Tools are used in the delivery of services and that AI-Generated Content carries the limitations and risks described in these Terms;
- You have had the opportunity to seek independent legal advice in relation to these Terms before agreeing to them; and
- Your agreement to these Terms constitutes informed consent to the use of AI Tools in the delivery of services on your behalf, subject to the no-fault framework set out in these provisions.

These AI provisions represent Child Care Marketing's commitment to transparency about how we use AI technology. We believe AI tools make our services faster, more creative, and better value for money. The no-fault framework exists not to diminish our commitment to quality, but to accurately reflect the nature of AI technology as it currently operates — and to ensure both parties have a clear, honest understanding of responsibilities.

AGREED AND ACCEPTED

By signing below, both parties confirm they have read, understood, and agree to these Terms and Conditions including the Artificial Intelligence No-Fault Provisions in Section 7.

Child Care Marketing (GrowOnline Pty Ltd ATF GrowOnline Trust)	Client (Childcare Centre / Operator)
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Child Care Marketing | GrowOnline Pty Ltd ATF GrowOnline Trust | ABN 41 641 962 561
childcaremarketing.com.au | info@growonline.com.au