

**L Bridge Childcare Pty Ltd ACN 648 790 127 trading as Childcare4sale  
(‘Childcare4sale’)**

***Part A: privacy policy***

***General***

Childcare4sale and its related entities (referred to in this document (‘**Policy**’) as ‘**we**’, ‘**us**’ or ‘**our**’) are committed to protecting the personal information we collect from you when you use our website (‘**Site**’) and social media platforms.

We won’t sell or give away your name, mail address, phone number, email address, credit card number or any other information to anyone unless you expressly give us permission to do so. We use state-of-the-art security measures to protect your information from unauthorized users.

We will provide notice on the Site in the event that we make any modifications that substantially change your rights under this Policy.

*The Privacy Act 1988* (Cth) (‘**Privacy Act**’), and the Australian Privacy Principles (‘**APP**’) govern the way in which we must manage your personal information and this policy sets out how we collect, use, disclose and otherwise manage personal information about you.

***Collection and Notice***

***Types of information collected***

We may collect information that personally identifies you or allows us to contact you (‘**Personal Information**’) to assist us in providing you with the services you are seeking.

Personal Information can include but is not limited to your name, date of birth, contact details (including address, email address, phone number), financial information (such as credit card or bank account numbers) and information about how you use our products and services. However, the type of Personal Information that we collect and hold about you depends on your interaction with us.

***Purpose of collection***

Generally, this information is requested when you create a Registration ID on the site, when you download free software, enter a contest, order email newsletters or join a limited-access premium site. We use your Personal Information for four primary purposes:

1. to make the site easier for you to use by not having to enter information more than once;
2. to help you quickly find software, services or information;
3. to help us create content most relevant to you; and
4. to alert you to product upgrades, special offers, updated information and other new services from Childcare4sale.

Despite the above, we may also collect, use and hold your Personal Information for the purposes of (without limitation):

- (a) issuing tax invoices for the products or services we may provide to you from time to time;
- (b) facilitating our internal business operations, including the fulfilment of any legal requirements; and
- (c) analysing our services and customer needs with a view to developing new or improved services.

### ***Method of Collection***

Personal information will generally be collected directly from you through the use of any of our standard forms such as when you create a Registration ID on the Site or otherwise submit your details through our Site, social media or by email. We may also collect information other than directly from you, for example:

1. from third parties such as our related entities, business partners, or your representatives;
2. from publicly available sources of information;
3. from our records of how you use our services; and
4. from the third parties we list in the section of this policy with the heading Use and Disclosure.

We cannot maintain privacy if you decide to contact us through public forums such as Facebook or other social media channels.

Whenever you add data, we may collect it and store it with your other account information.

If you choose not to register or provide certain Personal Information, you can still use most of <http://www.childcare4sale.com.au> but you will not be able to access areas that require registration and we may not be able to provide you with the products and services you require.

### ***Internet Users***

If you access our Site or social media, we may collect additional Personal Information about you in the form of your IP address and domain name.

Our Site uses cookies. The main purpose of cookies is to identify users and to prepare customised web pages for them. Cookies do not identify you personally, but they may link back to a database record about you. We use cookies to monitor usage of our Site and to create a personal record of when you visit our Site and what pages you view so that we may serve you more effectively.

Our Site and social media may contain links to other websites or social media. We are not responsible for the privacy practices of linked websites or social media and linked websites and social media are not subject to our privacy policies and procedures.

## ***Use Disclosure***

***and***

Generally, we only use or disclose Personal Information about you for the purposes for which it was collected (as set out above) or for purposes which are directly related to one or more of our functions and activities. We may disclose Personal Information about you to:

1. third party product or service providers, who assist us in operating our business (including to assist us in providing you with the products and or services that you have requested or have expressed an interest), and these service providers may not be required to comply with our privacy policy;
2. our related entities and other organisations with whom we have affiliations so that those organisations may provide you with information about services and various promotions;
3. a third party where it is reasonably necessary to comply with a law, regulation, or valid legal process. In the event that we are required to release your data, we will provide you with notice unless prohibited by a valid legal process;
4. a third party if it is necessary and permitted by law in connection with the sale, merger, bankruptcy, sale of assets or reorganisation of our company; and
5. inform you of community posts, contests and surveys where you direct your information to be used for this purpose.

We may share your information if you direct us to share your data with other parties. Such third-parties are then responsible for the privacy of the shared information. You can revoke your consent to share with the third party at any time by contacting us.

We may occasionally allow other companies to offer our registered customers information about their products and services, using postal mail only.

We are not likely to disclose your Personal Information to overseas recipients.

### ***How we use your Personal Information for Direct Marketing***

We may also use your Personal Information so that we, our related entities, dealers and other business partners can promote and market products, services and special offers that we think will be of interest to you (which may include products, services and offers provided by a third party). This marketing may be carried out in a variety of ways (including by email, SMS/MMS, or social media) and may continue after you cease acquiring any products or services from us until you opt-out by calling 1300 366 521 or emailing [admin@childcare4sale.com.au](mailto:admin@childcare4sale.com.au).

You may opt-out of receiving emails by unsubscribing via the “Unsubscribe” link at the bottom of emails.

### ***How we hold your Personal Information***

We store your personal information in different ways, including in paper and in electronic form. Any tax invoices we issue to you will not display your full bank or credit card details, for your added protection. We take strong precautions to protect your data from loss, misuse, unauthorized access or disclosure, alteration, or destruction.

We have also taken extensive measures to enhance the safety and security of your e-commerce transactions. When you place orders or access your personal account information, you’re utilizing a secure server software SSL, which encrypts your Personal Information before it’s sent over the Internet. SSL is one of the safest encryption technologies available.

Your Personal Information is never shared outside the company without

your permission, except under conditions explained above. Inside the company, data is stored in password-controlled servers with limited access.

If we no longer need your Personal Information for the purposes for which it was collected or for purposes which are directly related to one or more of our functions and activities, we will take reasonable steps to securely destroy it or permanently remove all identifying features from that information. This obligation is subject to any legal requirement or court order to retain the information.

***How long we save your Personal Information***

We will retain your information for as long as you are a customer.

***Our policies for children***

Our services are not directed at, nor do we knowingly collect any information from persons under the age of 16.

***How we handle data from international visitors***

Our services are hosted and operated entirely in Australia and are subject to Australian law. Any personal information that you provide to us is being provided to us solely in Australia and will be hosted on Australian servers. You consent to the transfer of your personal information to Australia. If you are accessing our services from outside of Australia, you consent to the application of Australia law and understand that Australian local laws may not offer the same privacy protections as the law of your jurisdiction.

***How you can access your personal information and notice to parents***

You may access the Personal Information we hold about you, upon making a written request.

If, upon receiving access to your Personal Information or at any other time, you believe the Personal Information we hold about you is inaccurate, incomplete or out of date, please notify us immediately. We will take reasonable steps to correct the information so that it is accurate, complete and up to date.

If you wish to access any of your Personal Information that we hold or would like to correct any errors in that information, please contact us using the contact details set out in the Contact section of this policy, so that we can consider and respond to your request.

***Complaints***

You may use the contact details below to notify us of any privacy complaint you have against us, including if you think that we have failed to comply with the APP or any binding APP code that has been registered under the Privacy Act.

If you are unhappy with the way that we handle your complaint you may make your complaint to the Office of the Australian Information Commissioner.

***Contact***

If you have any queries or concerns about our privacy policy or the way we handle your personal information, please contact our privacy officer at:

Email address: [admin@childcare4sale.com.au](mailto:admin@childcare4sale.com.au)

Telephone: 1300 366 521

***Changes to our practices***

This privacy policy is subject to change at any time. Please check our privacy policy on our Site, <http://www.childcare4sale.com.au> regularly for any changes.

***More information***

For more information about privacy in general, you can visit the Office of the Australian Information Commissioner website at <http://www.oaic.gov.au/>.

***Part B: Terms of Use***

***The Site***

The Site, social media or mobile applications (if applicable) ('Site'), may consist of information, interactive courseware, opinions, text, graphics, animations, links, audio, video, software, photos, music, sounds, and other material and data provided by us, third parties or other users formatted, organised, and collected in a variety of forms including, without limitation, courses, bulletin board postings, databases, and electronic mail services.

The Site, provides information of a general nature to members of the public.

***Use of Site***

By accessing and using the features of the Site, users agree to be bound by this Policy as amended by us from time to time.

Breaches of this Policy may result in a user's access to the features of the Site being cancelled at our sole discretion.

Users are responsible for the confidentiality and use of their username and password (if applicable). Users understand that they will be solely responsible for all information electronically transmitted, or use of any data, information, or services retained, using their username and password.

***Third party content and links***

The Site may include third-party hosted content which is subject to that party's terms and conditions of use. Nothing on the Site should be construed as granting an endorsement a licence or right for users to use that content. Users should consult the third party's terms and conditions of use in relation to any third-party content.

We are not responsible for the accuracy of information contained on other websites, social media or mobile applications accessed by links from our Site and makes no warranties that the information contained on our Site or any links from our Site are free of infection by computer viruses or other contamination.

***Copyright and Intellectual Property***

Material appearing on our Site is subject to copyright vested in us or third parties. All content on our Site is protected by Australian and International copyright and other intellectual property laws. Users must not do anything which interferes with or breaches those laws or the intellectual property rights in the content.

Users may download, display or print a copy of material from our Site only for personal, non-commercial use, or use within their own organisations

provided that:

1. our Site is acknowledged as the source, including the reference <http://www.childcare4sale.com.au>;
2. the material is not amended or modified in any way (including any copyright notice); and
3. we make revoke this permission at any time in our sole discretion.

All other use of our Site content is not permitted without the copyright or trademark owner's permission.

Apart from any use as permitted under the *Copyright Act 1968* (Cth), all other rights are reserved.

Requests and inquiries concerning reproduction and rights should be addressed to [admin@childcare4sale.com.au](mailto:admin@childcare4sale.com.au).

External website images, if any, accessible on <http://www.childcare4sale.com.au> are used with the permission of the authors of those websites and must not be reproduced without obtaining the permission of the author of those materials.

The copyright in material appearing on content linked from our Site vests in the author of that material, or the author's licensee (subject to the operation of the *Copyright Act 1968* (Cth)). We recommend that users refer to the relevant external copyright statement before making use of any material.

## ***Contributing content***

If users submit content to our Site in any format they grant us an irrevocable, non-exclusive, royalty-free, perpetual licence to publish that content on our Site.

Users warrant that they have all of the necessary rights, including copyright, in the content they contribute, that their content is not defamatory and that it does not infringe any law.

Users waive any moral rights in their contribution for the purposes of its submission to and publication on our Site.

We do not provide any protection as against third parties to the intellectual property in any material submitted. By submitting material, users warrant that they have all necessary permissions and licences for the use of that material and agree to indemnify us against any loss, liability, claim or demand (including legal fees) claimed by any third party arising from a breach of that warranty or this Policy.

## ***General***

This Policy will be governed by and interpreted in accordance with the laws of Queensland.

Users will not use our Site for any purpose or in any way which is unlawful.

In relation to any dispute arising out of the use of our Site, the user and Childcare4sale agree to irrevocably submit to the non-exclusive jurisdiction of the courts of Queensland, Australia and courts competent to hear appeals from those courts.

Any omission on our part to exercise any right under this Policy will not

***Liability  
and  
indemnity***

***and***

constitute a waiver of such right unless formally waived in writing by us.

We do not warrant the accuracy, reliability or completeness of the content on our Site. The content is provided to users 'as is' and on an 'as available' basis and on the condition that users undertake all responsibility for assessing the accuracy of the content and rely on it at their own risk.

We accept no responsibility or liability in relation to any loss or damage that users incur, including damage to their software or hardware, arising from their use or access to our Site.

We do not warrant that functions contained in our Site content, such as hyperlinks, will be uninterrupted or error free or that defects will be corrected.

To the extent permitted by law, all other representations, conditions or warranties, whether based in statute, common law or otherwise are excluded. Our liability, for any breach of a term or condition implied by law is limited at our discretion, to the supply of any service again or the payment for the cost of having any service supplied again.

Users indemnify us, our committee, members, officers, employees and agents against any action, claim, loss or expense which it incurs which arises from their use of our Site, including as a result of them submitting content to our Site in any form.

***Disclaimer***

The material on our Site is provided for general information and educative purposes in summary form. The content does not constitute recommendations and should not be relied on as such.

While every care has been taken in the preparation of this material, we do accept responsibility for any errors, including those caused by negligence, in the material. To the extent permitted by law, we make no statements, representations or warranties about the accuracy or completeness of the information and users should not rely on it. Users are advised to make their own independent inquiries regarding the accuracy of any information provided on our Site.

We disclaim all responsibility and all liability (including liability for negligence) for all expenses, losses, damages and costs you might incur as a result of the information being inaccurate or incomplete in any way.

Links to third party websites, social media or mobile applications (if applicable) do not constitute endorsement or approval of those websites or the owners of those websites.