

## SITCLIQUE - TERMS AND CONDITIONS

This online platform (**Platform**) is operated by Three Little Willows Pty Ltd trading as SitClique (ACN: 627 902 247) or its successors and assignees (**we, our or us**). It is available at: [www.sitclique.com](http://www.sitclique.com) and may be available through other addresses or channels.

In these terms and conditions, Platform refers to our marketplace regardless of how you access it. The Platform connects babysitters (**Sitters**) with carers of children (**Carers**) by facilitating introductions between Sitters and Carers in order for Sitters to provide babysitting services (**Babysitting Services**) for Carers.

LEGAL REQUIREMENTS IN RELATION TO CHILD CARE SERVICES MAY BE DIFFERENT IN EACH STATE OF AUSTRALIA. YOU ARE SOLELY RESPONSIBLE FOR ENSURING THE LEGALITY AND APPROPRIATENESS OF USING THIS PLATFORM IN YOUR OWN LEGAL JURISDICTION.

### Acceptance

By accessing and/or using our Platform, you, each person using our Platform (referred to as **you**) (i) warrant to us that you have reviewed these terms and conditions, including our Privacy Policy (available on the Platform) (**Terms**); (ii) warrant to us that you have the legal capacity to enter into a legally binding agreement with us and are at least 18 years old; and, (iii) agree to use the Platform in accordance with these Terms. You must not use the Platform if you are under 18 years old.

### Platform Summary

- (a) The Platform provides an introductory service for Sitters and Carers, matching Carers with Sitters in their local area using personal networks created by Carers on the Platform.
- (b) Carers with requirements for Babysitting Services can create an account on the Platform. Carers then connect with other Carers they know and trust to access that Carer's recommended Sitters. By creating a trusted network, Carers can use their network's recommendations and vetting to find new Sitters. Carers can also provide Babysitting Services for other Carers for free or in exchange for receiving Babysitting Services for the other Carer. In that situation, the Carer who is a babysitter is referred to as "Sitter" in these Terms.
- (c) A Carer posts an accurate and complete description of the Babysitting Services to be provided which may include the timing, the location, the number of children, any special requirements and the maximum fee which the Carer is willing to pay, if any (**Listing**).
- (d) Carers can choose to make their Listings accessible to Carers or Sitters within their personal network or all Sitters on the Platform.
- (e) A Sitter with an ability to perform Babysitting Services (i) creates an account on the Platform; (ii) reviews the Listings uploaded by Carers; and, (iii) makes an offer to provide Babysitting Services including the amount the Sitter would require for the Babysitting Services (**Offer**) which is sent to the Carer through the Platform. By making an Offer for Services, the Sitter confirms that s/he is legally entitled to and capable of supplying the Babysitting Services described in the Listing.
- (f) Sitters and Carers can communicate privately using our private messaging service regarding any Offer. Each time a Platform user receives a message from the Platform messaging service, a notification may be sent to the user via their currently active communication channel.
- (g) A Carer may accept the Offer (which becomes a **Booking**).

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- (h) Once a Sitter has provided the Babysitting Services requested by a Carer, the Sitter must provide notice that the Booking is complete by using the Platform functionality (**Completed Booking**).
  - (i) If either the Carer or the Sitter wants to raise a dispute regarding a Booking, the relevant party must contact us within 24 hours of the scheduled start time of the Booking.
  - (j) You understand and agree that the Platform is an online introductory platform only. We do not provide Babysitting Services and our responsibilities are limited to facilitating the user functionality and availability of the Platform.
  - (k) We are not an employment agency or labour hire business. Sitters are not our employees, contractors, partners or agents nor are they affiliated to us. That a Sitter is listed on our Platform does not mean that:
    - (1) the Sitter has undertaken any training in respect of the Platform use;
    - (2) we have verified the Sitter including the Sitter's Listing, Profile, any listed qualifications, or WWCC or equivalent;
    - (3) we recommend the Sitter;
    - (4) we believe that the Sitter is suitable to deliver Babysitting Services or otherwise interact with children; and
    - (5) the Sitter complies with any Federal or State laws or regulations.
  - (l) We are not a party to any agreement entered into between a Sitter and a Carer. We have no control over the conduct of Sitters, Carers or any other users of the Platform.
  - (m) We accept no liability for any aspect of the Carer and Sitter interaction, including but not limited to the description of Babysitting Services offered or the performance of Babysitting Services. Sitters must ensure they comply with all applicable laws regarding the provision of their Babysitting Services, including any laws or regulations relating to working with or volunteering in child related work, or any tax laws relating to income earned.

## Registration and Profiles

- (a) You cannot browse and view the Platform as an unregistered user of the Platform. You must register on the Platform and create an account (**Account**) to browse and view the Platform and access the features and services on the Platform.
- (b) You may only have 1 Account as a Carer and 1 Account as a Sitter. When you are a Carer performing Babysitting Services to another Carer as a swap or exchange, you do not need a Sitter Account.
- (c) You must provide basic information when registering for an Account including name, email address, and location. If you use your Account to act as a Carer, you must provide the number of children you have, their age and any special requirements.
- (d) You may choose a username and password. The username you choose must not (i) be offensive or in other ways insulting or (ii) contain characteristics which belong to a third party, including names of famous persons, or personal names to which you do not own the rights. Carers must be the legal guardians of the children for whom they are organising Babysitting Services.

- (e) You may register for an Account using your Google+, Facebook or other social media network account (**Social Media Account**). If you sign in to your Account using your Social Media Account, you authorise us to access certain information on your Social Media Account including but not limited to your current profile photo and other basic information.
- (f) Once you have registered an Account, your account information will be used to create a profile which you may then curate (**Profile**). Your Profile is personal and you must not transfer it to others, except with our written permission.
- (g) You must provide accurate, current and complete information during the registration process and you must update such information to keep it accurate, current and complete.
- (h) You are responsible for keeping your Account and Profile details, your username and password confidential and you will be liable for all activity on your Account, including purchases made using your Account details, whether or not you authorised such activities or actions.
- (i) You will immediately notify us of any unauthorised use of your Account.

## Fees and Payments

- (a) It is free for Platform users to register an Account on the Platform. There is no charge for a Carer to create a Listing, or for other users to review content on the Platform, including Listings.
- (b) A Carer may set out the maximum fee they are willing to pay in a Listing and Sitters can propose the fees they would be willing to accept when responding to a Listing. Once an Offer has been accepted, the fee for the Babysitting Services (**Babysitting Fees**) for the Booking will be as set out in the Offer.

### Booking Fees

- (c) A Sitter and a Carer must both pay a booking fee as set out on the Platform when an Offer is accepted (respectively **Sitter Booking Fee** and **Carer Booking Fee**).
- (d) If a Sitter chooses to receive no Babysitting Fees (in the case of a swap/exchange between two Carers), the Carer will not be charged a Carer Booking Fee and the Sitter will not be charged a Sitter Booking Fee.
- (e) In the future, we may offer packages of several credits of Sitter Booking Fees and/or Carer Booking Fees (**Credits**) or periodic membership options.

### Babysitting Fees

- (f) Babysitting Fees may be paid offline or in the future, may be required to be paid through our third party payment processor or any other payment method set out on the Platform.
- (g) Where the Babysitting Fees are paid offline, they must be paid as agreed between the Carer and Sitter.
- (h) Where the Babysitting Fees are paid through the Platform, the Carer must pay the Babysitting Fees at the time the Carer accepts an Offer. We generally pay the Babysitting Fees to the Sitter within 24 hours of a Completed Booking, subject to no dispute being raised.
- (i) If a payment is made through our third party payment processor, you may be subject to additional terms and conditions imposed by the applicable third party payment processor. Please review these terms and conditions before using your selected payment method.

## Limited Payment Collection Agent

- (a) This clause applies where Babysitting Fees are paid by the Carer through our third party payment processor on the Platform.
- (b) Each Sitter appoints us as the Sitter’s limited payment collection agent solely for the purpose of accepting the Babysitting Fees from the Carer.
- (c) Sitters agree that payment of Babysitting Fees by a Carer to us (as the Sitter’s limited payment collection agent) is to be considered the same as payment made directly by the Carer to the Sitter and the Sitter will provide the purchased Babysitting Services to the Carer as agreed, as if the Sitter had received payment directly from the Carer.
- (d) Each Sitter agrees that we may refund Carers in accordance with these Terms. Each Sitter agrees that our obligation to pay the Sitter is subject to and conditional upon successful receipt of the relevant payments from Carers.
- (e) We guarantee payment to Sitters only for such amounts that we have successfully received from Carers in accordance with these Terms. In accepting appointment as the limited payment collection agent of the Sitter, we assume no liability for acts or omissions of the Sitter.
- (f) In the event that we do not remit Babysitting Fees as set out in the Payment clause above, Sitters will only have recourse against us and not the Carer directly.

## Credit and Cancellation Policy

Where the Babysitting Fees are paid offline.				
	More than 8 hours before the Scheduled Start Time,...		Less than 8 hours before the Scheduled Start Time,...	
	...the Carer cancels.	...the Sitter cancels.	...the Carer cancels.	...the Sitter cancels.
<b>Babysitting Fees</b>	Babysitting Fees are strictly a matter between the Carer and the Sitter.			
<b>Booking Fees</b>	We issue Credits to the Carer and to the Sitter for the value of the Carer Booking Fee and the Sitter Booking Fee minus any transaction fees charged by our third party payment processor.	We issue Credits to the Carer and to the Sitter for the value of the Carer Booking Fee and the Sitter Booking Fee minus any transaction fees charged by our third party payment processor.	The Carer loses Carer Booking Fee.  We issue Credits to the Sitter for the value of the Sitter Booking Fee	The Sitter loses the Sitter Booking Fee.  We issue Credits to the Carer for the value of the Carer Booking Fee

Where the Babysitting Fees are paid online.				
	More than 8 hours before the scheduled start time of the Booking,...		Less than 8 hours before the scheduled start time of the Booking,...	
	...the Carer cancels.	...the Sitter cancels.	...the Carer cancels.	...the Sitter cancels.
<b>Babysitting Fees</b>	The Babysitting Fees are refunded to the Carer.	The Babysitting Fees are refunded to the Carer.	The Babysitting Fees are refunded to the Carer.	The Babysitting Fees are refunded to the Carer.
<b>Booking Fees</b>	We issue Credits to the Carer and Sitter for the value of the Carer Booking Fee and Sitter Booking Fee minus any transaction fees charged by our third party payment processor.	We issue Credits to the Carer and Sitter for the value of the Carer Booking Fee and Sitter Booking Fee minus any transaction fees charged by our third party payment processor.	The Carer loses the Carer Booking Fee.  We issue Credits to the Sitter for the value of the Sitter Booking Fee	The Sitter loses the Sitter Booking Fee.  We issue Credits to the Carer for the value of the Carer Booking Fee

## Working with Children

- (a) If you are a Sitter, you warrant to us that:
- (1) you are at least 18 years old;
  - (2) you are not currently being prosecuted for a criminal offence;
  - (3) you have not been convicted of any criminal offence;
  - (4) you are not registered or required by law to register for a programme directed at criminal offenders;
  - (5) you are not currently supervised by a government agent or required to report to a government agent as a result of any criminal prosecutions or criminal convictions; and
  - (6) you have determined whether you are legally able to work with or volunteer in child-related work, and that you meet the requirements for working with or volunteering in child-related work in the jurisdiction in which you are using the Platform.
- (b) Sitters may be subject to Federal and State laws and regulations which limit whether and how Sitters provide Babysitting Services. Under such laws and regulations, persons who work with or volunteer in child-related work and who do not fall within applicable exceptions may be required to provide valid and current evidence of a criminal and workplace misconduct check, often referred to as Working With

Children Check (**WWCC**). To determine your specific requirements, both as a Carer and Sitter, should seek professional advice.

- (c) We are not an employment agency or labour hire business and Sitters are not our employees, contractors, partners or agents. As such, we do not, neither are we obliged to verify:
  - (1) a Sitter's identity;
  - (2) whether a Sitter is required to hold a WWCC or equivalent;
  - (3) whether a Sitter holds qualifications or a valid and current WWCC or equivalent; and/or
  - (4) whether there is any other legal obstruction to Sitters providing child-related work, including Babysitting Services.
- (d) As a Carer, you may request that a Sitter provide you with relevant documentation. You acknowledge and agree that you should make your own inquiries as to the accuracy, legitimacy, validity, credibility or authenticity of any Sitter or their documentation on the Platform, including whether a Sitter is required to and/or holds a valid and current WWCC or equivalent.
- (e) As a Sitter, you can use functionality on the Platform to upload documents such as your drivers' licence, WWCC or equivalent, evidence of first aid certification, qualifications or any other relevant information. If we believe that you are not a fit and proper person to be provided with an Account, we may refuse to provide you with an Account, at our sole discretion.
- (f) If a Sitter's Profile states that s/he holds qualifications or a valid and current WWCC or equivalent, we do not warrant that this information is complete, accurate, reliable, up-to-date and suitable. Before making a Booking, we recommend that Carers make their own inquiries as to the accuracy, legitimacy, validity, credibility or authenticity of this information.
- (g) If we choose to conduct identity verification or background checks on any Sitter, to the extent permitted by law, we disclaim all warranties of any kind, either express or implied, that such checks will identify prior misconduct by a user or guarantee that a user will not engage in misconduct in the future.
- (h) Certain venues where Babysitting Services are to be provided may also have requirements such as WWCC or equivalent for Sitters or other regulations. It is the responsibility of the Sitter and Carer to ensure that any such requirements are met.

## Ratings and Reviews

- (a) Carers may rate a Profile (**Rating**) and/or may provide feedback to Sitters regarding the Babysitting Services purchased by that Carer (**Review**).
- (b) Ratings and Reviews can be viewed by any Platform user and will remain viewable until the relevant Sitter's Account is removed or terminated.
- (c) A Carer must provide true, fair and accurate Ratings and must provide true, fair and accurate information in their Review.
- (d) If we consider that the Review is untrue, unfair, inaccurate, offensive or inappropriate, we may delete the Review or ban the Carer from posting the Review. We do not undertake to review each Review made by a Carer.

- (e) To the maximum extent permitted by law, we are not responsible for the content of any Reviews.
- (f) You can write a Review about a Sitter if you have had a buying or service experience with that Sitter, which means that:
  - (1) you have purchased Babysitting Services from that Sitter; or
  - (2) you have placed an order with the Sitter; or
  - (3) you can otherwise document your use of the Sitter's service, including via correspondence or other interaction with the Sitter,(collectively referred to as a **Service Experience**).
- (g) You may only write about your own Service Experience. You are not permitted to write a Review about somebody else's Service Experience, such as that of a family member or friend.
- (h) Your Service Experience must have occurred within the last 12 months. This means within 12 months from the date on which you write the Review.
- (i) You are encouraged to be specific and factual in your Reviews. If you have been offered an incentive by a Sitter to write a Review, you should include information about this in your Review. Incentives include the Sitter offering you a gift, reward, discount or advantage for writing a Review about the Sitter on the Platform.

## Licence to use our Platform

We grant you a non-exclusive, royalty-free, revocable, worldwide, non-transferable licence to use our Platform in accordance with these Terms. All other uses are prohibited without our prior written consent.

## Prohibited conduct

You must not do, or attempt to do, anything that is unlawful; anything prohibited by any laws which apply to our Platform or which apply to you or your use of our Platform; anything which we would consider inappropriate; or anything which might bring us or our Platform into disrepute, including (without limitation):

- (a) anything that would constitute a breach of an individual's privacy (including uploading private or personal information without an individual's consent) or any other legal rights;
- (b) using our Platform to defame, harass, threaten, stalk, menace, track, monitor, hurt, mistreat, offend or otherwise hurt any person, including for the purpose of arranging the lawful or unlawful relocation of children;
- (c) interfering with any Platform user;
- (d) tampering with or modifying our Platform, knowingly transmitting viruses or other disabling features, or damaging or interfering with our Platform, including (without limitation) using trojan horses, viruses or piracy or programming routines that may damage or interfere with our Platform;
- (e) anything that might violate any local, state, national or other law or regulation or any order of a court, including, without limitation, childcare services and tax regulations;

- (f) using our Platform to find a Carer or Sitter and then completing a Booking or transaction independent of our Platform in order to circumvent the obligation to pay any fees related to our provision of the Platform;
- (g) as a Sitter, offering any Babysitting Services that you do not intend to honour or cannot provide or not turning up on time to provide Babysitting Services which have been booked;
- (h) using our Platform to send unsolicited email messages; or
- (i) facilitating or assisting a third party to do any of the above acts.

## Exclusion of competitors

You are prohibited from using our Platform, including the information and materials available on it (**Content**), in any way that competes with our business. If you breach this term, we will hold you responsible for any loss, damage or expense, howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent (**Liability**) we suffer, and hold you accountable for any profits that you may make from non-permitted use.

## Information

The Content is not comprehensive and is for general information purposes only. It does not take into account your specific needs, objectives or circumstances, and is not advice. While we use reasonable attempts to ensure the accuracy and completeness of the Content, we make no representation or warranty regarding it, to the extent permitted by law. The Content is subject to change without notice. However, we do not undertake to keep our Platform up-to-date and we are not liable if any Content is inaccurate or out-of-date.

## Intellectual Property rights

Unless otherwise indicated, we own or licence all rights, title and interest (including intellectual property rights) in our Platform and all of the Content. Your use of our Platform and your use of and access to any Content does not grant or transfer to you any rights, title or interest in relation to our Platform or the Content.

You must not, without the prior written consent of ourselves or the owner of the Content (as applicable):

- (a) copy or use, in whole or in part, any Content;
- (b) reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any Content to any third party; or
- (c) breach any intellectual property rights connected with our Platform, including (without limitation) by:
  - (1) altering or modifying any of the Content;
  - (2) causing any of the Content to be framed or embedded in another website; or
  - (3) creating derivative works from the Content.

## User Content



You may be permitted to post, upload, publish, submit or transmit relevant information and content, including Reviews (**User Content**) on our Platform. By making available any User Content on or through our Platform, you grant to us a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free licence to use the User Content, with the right to use, view, copy, adapt, modify, distribute, license, sell, transfer, communicate, publicly display, publicly perform, transmit, stream, broadcast, access, or otherwise exploit such User Content on, through, or by means of our Platform.

You agree that you are solely responsible for all User Content that you make available on or through our Platform. You represent and warrant that:

- (a) you are either the sole and exclusive owner of all User Content or you have all rights, licences, consents and releases that are necessary to grant to us the rights in such User Content as contemplated by these Terms; and
- (b) neither the User Content nor the posting, uploading, publication, submission or transmission of the User Content or our use of the User Content on, through or by means of our Platform will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

We do not endorse or approve and are not responsible for any User Content. We may, at any time at our sole discretion, remove any User Content.

**Third party sites:** Our Platform may contain links to websites operated by third parties. Unless expressly stated otherwise, we do not control, endorse or approve and are not responsible for the content on those websites. You should make your own investigations with respect to the suitability of those websites.

**Discontinuance:** We may, at any time and without notice to you, discontinue our Platform, in whole or in part. We may also exclude any person from using our Platform, at any time at our sole discretion. We are not responsible for any Liability you may suffer arising from or in connection with any such discontinuance or exclusion.

## Consumer Guarantees

- (a) Certain legislation including the Australian Consumer Law (**ACL**) in the *Competition and Consumer Act 2010* (Cth), and similar consumer protection laws and regulations may confer you with rights, warranties, guarantees and remedies relating to our provision of our services which cannot be excluded, restricted or modified (**Statutory Rights**).
- (b) Nothing in these Terms excludes your Statutory Rights as a consumer under the ACL.
- (c) The Babysitting Services provided by a Sitter might also confer you certain Statutory Rights.

## Warranties, disclaimers and indemnity

To the extent permitted by law, we make no representations or warranties about our Platform, the Content, Sitters, Carers, Babysitting Services or Listings including (without limitation) that:

- (a) they are complete, accurate, reliable, up-to-date and suitable for any particular purpose;
- (b) access will be uninterrupted, error-free and free from viruses;
- (c) our Platform will be secure;
- (d) Babysitting Services will be requested by Carers or that Carers will find desirable Babysitting Services;
- (e) Babysitting Services are of a particular standard or meet the Listing description or that Sitters are skilled, trustworthy or vetted or recommended in any way.

You read, use, and act on our Platform and the Content at your own risk. Carers are responsible for choosing, screening, vetting and selecting their Sitter. We recommend that Carers ensure that their home and content insurance covers any property damage by a Sitter.

**Limitation of liability:** Despite anything to the contrary, to the maximum extent permitted by law:

- (a) our maximum aggregate Liability arising from or in connection with these Terms (including the services we provide and/or the subject matter of these Terms) will be limited to, and must not exceed the aggregate amount of fees paid by you to us during the three-month period immediately preceding the event that gave rise to the Liability; and
- (b) we will not be liable to you for any loss of profit (including anticipated profit), loss of benefit (including anticipated benefit), loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings (including anticipated savings), loss of reputation, loss of use and/or loss or corruption of data,  
whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.
- (c) Despite anything to the contrary, to the maximum extent permitted by law, we will have no Liability, and you release and discharge us from all Liability, arising from or in connection with any:
  - (1) loss of, or damage to, any property, or any injury or loss to any person including by a Sitter in a Carer's premises;
  - (2) failure or delay in providing the Platform or our services; or
  - (3) breach of these Terms or any law,

where caused or contributed to by any:

- (4) event or circumstance beyond our reasonable control;
  - (5) a fault, defect, error or omission in your computing environment; or
  - (6) act or omission of you or your related parties,
  - (7) and, in any event, any defect, error, omission or lack of functionality or suitability (or the absence of, or reduction in, any anticipated result, outcome or benefit) with respect to the Babysitting Services.
- (d) You acknowledge and agree that (i) you use the Platform or our services at your own risk, (ii) the provision of the Platform or our services may be contingent on, or impacted by, third parties, suppliers or other subcontractors (**Third Party Inputs**), and despite anything to the contrary, the maximum extent permitted by law, we will not be responsible and will have no Liability for any default or breach of these Terms or any law if such default or breach was caused or contributed to by any Third Party Inputs.
  - (e) You agree that, to the maximum extent permitted by law, these Terms exclude all terms, conditions and warranties implied by statute, in fact or on any other basis, except to the extent such terms, conditions and warranties are fully expressed in these Terms.
  - (f) **Indemnity:** To the maximum extent permitted by law, you must indemnify us, and hold us harmless, against any Liability suffered by us arising from or in connection with your use of our Platform or any breach of these Terms or any applicable laws by you. This indemnity is a continuing obligation, independent from the other obligations under these Terms, and continues after these Terms end. It is not necessary for us to suffer or incur any Liability before enforcing a right of indemnity under these Terms.
  - (g) This clause will survive the termination or expiry of these Terms.

## Termination

- (a) You may cancel your Account and terminate these Terms at any time via the “Cancel Account” feature (or similar) on our Platform or by sending us an email to the address at the end of these Terms. You can also deactivate your Account at any time via the Platform. If you cancel or deactivate your Account as a Sitter, any Bookings will be automatically cancelled and the relevant Carers will receive a full refund of the Babysitting Fees. If you cancel your Account as a Carer, any Bookings will be automatically cancelled and any refund will depend upon the terms of our cancellation policy.
- (b) At our sole discretion, we may suspend your Account or terminate these Terms immediately with notice if:
  - (1) you are in breach of any applicable laws, regulations or third party rights;
  - (2) as a Sitter your Listings or Babysitting Services at any time fail to meet any applicable quality or eligibility criteria;
  - (3) you have received poor Ratings or we have received complaints about you including due to repeated cancellations of Bookings;
  - (4) you refuse to provide us with information we request from time to time for purpose of conducting an identity check, including your WWCC or equivalent;
  - (5) there are grounds to believe that you are required to hold a WWCC or equivalent, and (i) you do not meet those requirements, or (ii) we suspect that you do not meet those requirements and you fail to provide us with satisfactory evidence to the contrary; and
  - (6) you are in breach of these Terms including terms relating to prohibited conduct.
- (c) If we suspend your Account or terminate these Terms, we will cancel any existing Bookings and in the case of a Sitter breach, refund the relevant Carers, and in the case of a Carer breach, you will lose any amounts paid.
- (d) **Disputes:** We encourage Sitters and Carers to attempt to resolve disputes (including claims for returns or refunds) with other users directly. Although we are under no obligation to do so, we may assist you to resolve a dispute. You agree that if you request our assistance, you will provide us with any information requested by us within 24 hours of a Completed Booking. We will investigate the dispute and at our sole discretion determine whether all or part of the Babysitting Fees should be returned to the Carer or paid to the Sitter.
- (e) In the event of any dispute arising from, or in connection with, these Terms (**Dispute**), the party claiming there is a Dispute must give written notice to the other party setting out the details of the Dispute and proposing a resolution. Within 7 days after receiving the notice, the parties must meet at least once to attempt to resolve the Dispute or agree on the method of resolving the Dispute by other means, in good faith. All aspects of every such conference, except the fact of the occurrence of the conference, will be privileged. If the parties do not resolve the Dispute or (if the Dispute is not resolved) agree on an alternate method to resolve the Dispute, within 21 days after receipt of the notice, the Dispute may be referred by either party (by notice in writing to the other party) to litigation.

## Collection Notice

- (a) We collect personal information about you in order to enable you to access and use the Platform, to contact and communicate with you, to respond to your enquiries and for other purposes set out in our Privacy Policy.
- (b) We may disclose that information to third party service providers who help us deliver our services (including information technology service providers, data storage, web-hosting and server providers, professional advisors, third party payment processors and our business partners) or as required by law. If you do not provide this information, we may not be able to provide you with access to our Platform. In certain circumstances, we may disclose your personal information to third parties located, or who store data, outside Australia.
- (c) Our Privacy Policy contains further information about: (i) how we store and use your personal information; (ii) how you can access and seek correction of your personal information; (iii) how you can make a privacy-related complaint; and (iv) our complaint handling process.
- (d) By providing personal information to us, you consent to us collecting, holding, using and disclosing your personal information in accordance with our Privacy Policy.

## General

**Variation:** We may modify these Terms from time to time by posting the amended Terms on the Platform. By continuing to use the Platform after such modification, you agree to the amended terms. If you do not agree to the modifications, you must terminate your Account and stop using the Platform.

**Assignment:** You may not assign, transfer or delegate your rights and obligations under the Terms without our prior written consent. We may without restriction assign, transfer or delegate our rights and obligations under these Terms with 30 days prior notice.

**Severance:** The provisions of these Terms are severable and if any provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision is severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms.

**Jurisdiction:** Your use of our Platform and these Terms are governed by the laws of New South Wales. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts operating in New South Wales and any courts entitled to hear appeals from those courts and waive any right to object to proceedings being brought in those courts.

**For any questions and notices, please contact us at:**

Three Little Willows Pty Ltd trading as SitClique (ACN: 627 902 247)

Email: [contact@threelittlewillows.com](mailto:contact@threelittlewillows.com)

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