



Triple P – Positive Parenting Program®

Terms of Use for the Digital Tipsheet Platform (Initial Trial)

Effective as of 24 June 2022

DIGITAL TIPSHEET PLATFORM TERMS OF USE

THESE TERMS OF USE (“TERMS”) CONSTITUTE A BINDING LEGAL CONTRACT. ALL USERS (AS DEFINED BELOW) SHOULD CAREFULLY READ THESE TERMS BEFORE ACCESSING THE TRIPLE P GROUP’S DIGITAL TIPSHEET PLATFORM.

EACH USER AGREES TO BE BOUND BY THESE TERMS AND TO BE LIABLE TO TRIPLE P INTERNATIONAL PTY LTD (“TPI”), AN AUSTRALIAN COMPANY, AND/OR ITS RELATED BODIES CORPORATE, FOR ANY NONCOMPLIANCE WITH THESE TERMS. IF THE USER DOES NOT AGREE TO THESE TERMS, THE USER MUST NOT ACCESS OR USE THE DIGITAL TIPSHEET PLATFORM.

These Terms of Use (“Terms”) were last updated on 24 June 2022

When these Terms mention “**Triple P**” they are referring to Triple P International Pty Ltd and/or its related bodies corporate (collectively referred to as the Triple P Group).

1. Changes to these Terms

From time to time, we may wish to update these Terms. Triple P reserves the right, at its sole discretion, to update, modify or otherwise change these Terms at any time. If there are any material changes to these Terms, Triple P will notify Users by email (using the email address associated with their Digital Tipsheet Platform account).

Changes to the Terms will take effect immediately upon Triple P posting the updated version to the Digital Tipsheet Platform. The updated Terms will supersede all previous Terms.

By using/accessing the Digital Tipsheet Platform after the changes become effective, Users will be taken to have accepted the changes and agreed to be bound by them. If the changes are not acceptable to Users, the User has the right to immediately discontinue using/accessing the Digital Tipsheet Platform.

2. Users

The Users of the Digital Tipsheet Platform will be Practitioners (individuals), most likely psychologists, who have undertaken Triple P Training/Accreditation. Users must be at least 18 years of age.

3. License

Triple P holds all licenses, rights, and authorities necessary to grant Users a license to use the Digital Tipsheet Platform. Triple P grants to the Users a revocable, limited, non-exclusive, licence to access and use the Digital Tipsheet Platform for the duration of the Trial. The license may not be assigned or sublicensed by the User. Triple P does not guarantee service delivery after the trial period ends. The duration of the license may be extended at Triple P’s discretion.

4. Revocation of Licence

Triple P has discretion to enforce these Terms and reserves the right to revoke the license granted to the User, under these Terms, at Triple P's sole discretion, at any point in time, with or without notice. Triple P may revoke the licence for any of the following reasons:

- a. The User requests that their Account/Licence be terminated;
- b. The User breaches Section 8 (Lawful Use), Section 9 (Data Protection), Section 10 (Confidential Information) and/or Section 12 (Limitations) of these Terms; or
- c. Triple P is legally obligated to do so, for example if required to do so by law enforcement or government agencies.

Upon revocation of the licence, the User's right to access/use the Digital Tipsheet Platform is terminated immediately. Triple P may deactivate/terminate the User's account, blocking the User's access to the Digital Tipsheet Platform. Triple P may dispose of the User's personal data and/or any information the User had uploaded to the Digital Tipsheet Platform. Triple P may also continue to retain the User's personal data and/or any information the User had uploaded to the Digital Tipsheet Platform, for a period of time, in line with our data retention practices.

5. Access to the Digital Tipsheet Platform

Access to the Digital Tipsheet Platform is via the internet. Users are responsible for making sure they have the necessary equipment and internet service to use the Digital Tipsheet Platform. Users can access the Digital Tipsheet Platform via a mobile device. Users understand and acknowledge that their carrier's normal rates and fees will apply.

6. Accounts

Users need an account to access the Digital Tipsheet Platform. Users must not share their account login information with a third party. Users must use strong passwords and keep their passwords safe, as Users are completely responsible for all activity associated with their account. This includes anything that happens as a result of someone else using their account without their permission, including harm or damage to Triple P, other Users and/or anyone else. If a User suspects that someone has accessed their account, they must immediately contact our support team at support_nl@triplep.net.

Users must provide accurate information to Triple P, including a valid email address, for Triple P to set up their account. If the information changes, the User is responsible for notifying our support team who will update the User's account accordingly. To set up a User's account, Triple P requires the following information:

- i. Their Name;
- ii. Their Email Address;

- iii. Their Phone Number (optional); and
- iv. The Name of their Organisation (“Agency”).

Users can terminate their account at any time by contacting our Support Team. If a User terminates their account, Triple P will deactivate the account and the User will no longer be authorised or able to use/access the Digital Tipsheet Platform. As a result of deactivating the account, the User will no longer be able to send Digital Tipsheets to the parents they work with.

7. Assigning Tipsheet to Parents

The Platform allows Users to send parents links to a Tipsheet. Every time a different Tipsheet is assigned, practitioners must resubmit the parent’s details. . In order for Digital Tipsheets to be delivered to Parents, Users must provide Triple P with the following information:

- i. The Parent’s Name;
- ii. The Parent’s Email Address;
- iii. The Parent’s Phone Number; (optional)

Users must ensure they have the parent’s consent to be sent the Digital Tipsheets. Please see Section 9 (Data Protection) below.

8. Lawful Use

Users must only use the Digital Tipsheet Platform and the data it holds, for lawful purposes. Users are solely responsible for having knowledge of and complying with, all applicable local or national laws and regulations (“applicable laws”). Users must not violate applicable laws when accessing or using the Digital Tipsheet Platform, including when:

- a. Interacting with the data within the Digital Tipsheet Platform; or
- b. Uploading data to the Digital Tipsheet Platform.

Triple P is authorised to immediately revoke a User’s license and deactivate their account if, in Triple P’s sole opinion, the User has (or is suspected to have) accessed or used the Digital Tipsheet Platform and/or the data it holds, for unlawful purposes. Taking this action is entirely at Triple P’s discretion.

9. Data Protection

a. User’s Obligations

When accessing or using the Digital Tipsheet Platform and/or the data it holds, and/or uploading information to the Digital Tipsheet Platform, Users must abide by the applicable local and national data protection and privacy laws or regulations (“Data Protection Laws”) of:

- i. The country where the User is based; and
- ii. The county where the Parents, whose data the User uploads to the Platform, are based.

For an individual, the country where they are based will be the country where they reside.

Users are solely responsible for having knowledge of and complying with all applicable Data Protection Laws.

In order for a User to use the Platform to facilitate the delivery of Digital Tipsheet to Parent(s), they must enter the information set out in Section 7 (Assigning Tipsheet to Parents) above. As such the User will disclose that information to Triple P. Prior to adding Parents' personal data to the Digital Tipsheet Platform, the User must:

- i. Provide the Parent(s) with any information required by the Data Protection Laws;
- ii. Provide the Parent(s) with a copy of Triple P's Digital Tipsheet Trial Privacy Notice; and
- iii. Obtain any consents from the Parent(s), that are required by the Data Protection Laws.

Users must not upload, access or use any personal data (information) in violation of the Data Protection Laws. Users must not provide any personal data to Triple P, if the personal data relates to an individual who is under the minimum age to consent to the processing of their personal data under Data Protection Laws.

b. User's Personal Data (Information)

Personal data is required by Triple P to set up User accounts and facilitate access to the Digital Tipsheet Platform. Users consent to Triple P:

- i. Using their personal data for those purposes;
- ii. Storing, securing and transferring their personal data, as described in the Digital Tipsheet Trial Privacy Notice.
- iii. Disclosing the personal data to third-parties for support purposes or for any lawful purpose reasonably deemed appropriate by Triple P.

10. Confidential Information

Users understand that the information they use to log into their Digital Tipsheet Platform account, including their password ("log-in information") is confidential in nature and that they must not share their log-in information with any third-parties, except as otherwise permitted in these Terms or as required by law.

Triple P will treat the User's log-in information as confidential, but notes it may disclose log-in information, if required by law.

11. Intellectual Property

Users acknowledge and agree that the Intellectual Property Rights in the Digital Tipsheet Platform will remain with Triple P. They will not be transferred to the User. No new Intellectual Property will be created through the Users access to and/or use of the Digital Tipsheet Platform.

12. Limitations

Users must not circumvent or breach any technological measures or features of the Digital Tipsheet Platform, that are intended to control or restrict or prevent access to the Digital Tipsheet Platform, parts thereof or to protected information within the Digital Tipsheet Platform. Users must not access or attempt to access another User's account and/or the information associated with another User's account. Further, Users must not interfere with or attempt to interfere with the proper working of the Digital Tipsheet Platform.

13. Interruptions/Unavailability of the Digital Tipsheet Platform

Users understand and acknowledge that access to the Digital Tipsheet Platform may occasionally be interrupted or unavailable due to circumstances within or beyond Triple P's reasonable control. For example, this could be due to planned downtime for system maintenance, technical issues including outages of electrical or internet supply, government restrictions, continuing domestic or international problems such as wars or insurrections, strikes, fires, floods, natural disasters, work stoppages, epidemics and/or pandemics, embargoes etc.

Users agree that any interruption to or unavailability of access to the Digital Tipsheet Platform, regardless of the cause, does not constitute a breach by Triple P of any obligations under these Terms. Users agree that under no circumstances will Triple P be liable to Users for any interruptions to or unavailability of the Digital Tipsheet Platform.

14. Modifications to the Digital Tipsheet Platform

Users understand and acknowledge that Triple P may make modifications to the Digital Tipsheet Platform, at any time, for any reason, at Triple P's sole discretion. This may include ceasing to make available certain features of the Digital Tipsheet Platform. Users agree that any modification to the Digital Tipsheet Platform by Triple P does not constitute a breach by Triple P of any obligations under these Terms. Users agree that under no circumstances will Triple P be liable to users for any modification to the Digital Tipsheet Platform, including where certain features of the Platform are no longer available.

15. Limitation of Liability

Triple P makes no representations or warranties with respect to the reliability or performance of the Digital Tipsheet Platform. Users agree that, to the extent permitted by law, Triple P (and our directors, officers, managers, employees, agents, affiliates and/or partners) will not be liable to Users or any other party, for any loss or damage or any other claim arising out of or relating to these Terms, the Digital Tipsheet Platform or the information within the Digital Tipsheet Platform. This includes any loss or damage or any other claim

associated with the security of the Digital Tipsheet Platform. Triple P takes reasonable steps, including the use of appropriate technical and organisational measures, to protect the Digital Tipsheet Platform and the information it holds (see the Digital Tipsheet Trial Privacy Notice for further information). Users acknowledge however that there are inherent risks to using online resources and that Triple P cannot guarantee the security of information transferred to and stored electronically within the Digital Tipsheet Platform. Users fully accept these risks.

Users agree that Triple P will have no liability to the User or to any third party, for revocation of the User's licence, deactivation of the User's account, blocking the User's access to the Digital Tipsheet Platform and/or disposal of the User's personal information and/or any information the User had uploaded to the Digital Tipsheet Platform.

16. Indemnity

Users agree to indemnify and hold Triple P (and our directors, officers, managers, employees, agents, affiliates and/or partners) harmless from all damages, losses, and expenses of any kind (including legal fees and costs) arising out of or connected with third-party claims arising from:

- a. The User's use of the Digital Tipsheet Platform;
- b. The User uploading information, including personal data, to the Digital Tipsheet Platform;
- c. The User violating these Terms; and/or
- d. The User violating the rights of a third party.

17. Dispute Resolution

In the event of a dispute between a User and Triple P, Users agree that at Triple P's sole discretion, the dispute may be referred to mediation. If the dispute is not resolved at mediation, at Triple P's sole discretion, it may be referred for arbitration. Users agree that the decision at arbitration will be binding on both the User and Triple P.

18. Accessing Support

Users should contact Triple P at support_nl@triplep.net for technical support.

19. Identity (ID) Verification

Triple P may request that Users provide information to confirm their identity, before responding to enquiries or requests for assistance etc.

20. GENERAL

a. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the state of Queensland, Australia. Users submit unconditionally to the exclusive jurisdiction of the courts of that State.

b. Severability.

If any part of these Terms is found by a court or other competent authority, to be wholly or partly invalid or unenforceable under applicable law, then that part will be severed from these Terms and the remaining parts of these Terms shall continue to have full force and effect.

c. Language

These Terms were written in English (AUS). To the extent any translated version of these Terms conflicts with the English version, the English version controls.

d. No Waiver.

If Triple P delays exercising any of its rights under these Terms, including but not limited to the right to revoke a User's licence for breach of these Terms, this does not amount to a waiver of those rights. Triple P may still exercise and enforce its rights at a future time.

e. Relationship Between Triple P and Users

Users acknowledge and agree that accessing and/or using the Digital Tipsheet Platform does not create a joint venture, a partnership or an employment, contractor or agency relationship between the User and Triple P.

f. Third-Parties

These Terms are not intended to apply to or benefit any third-party. No third-party may rely on, seek to enforce or claim a right or benefit under these Terms.

g. Survival

Users agree that Section 8 (Lawful Use), Section 9 (Data Protection), Section 10 (Confidential Information), Section 12 (Limitations), Section 15 (Limitation of Liability), Section 16 (Indemnity), 17 (Dispute Resolution) and 20 (General) will survive termination of these Terms and the User's use of the Digital Tipsheet Platform:

h. Binding Contract

Users agree that by opting-in to the Digital Tipsheet Trial and accessing and/or using the Digital Tipsheet Platform, they agree to enter into a legally binding contract with Triple P. Users agree to be bound by these Terms and to be liable to Triple P, if they do not comply with these Terms. If a User does not agree to these Terms of Use, they must not register for the Digital Tipsheet Trial and must not access or use the Digital Tipsheet Platform