

## Kinderloop Privacy Policy/Terms & Conditions

Kinderloop Inc. (“we”, “us”, “our”) takes the privacy of everyone whose personal information is stored in relation to the Kinderloop child care application (hereafter known as the “Application”) and our website seriously. This Privacy Policy explains how we use, collect and store personal information.

Kinderloop does not own your Content, we simply store it for you. If the Content was yours to begin with, it remains yours after you put it into the Application. If you choose to close your account, you can request to download your Content, or we will endeavour to provide you with a way to remove your Content from the Application.

We do not collect personal information directly from your child. The child care centre which your child attends is responsible for collecting personal information about children and selecting, uploading, accessing and using that information through the Application. This information is stored and made available to parents, guardians, caregivers, relatives or other responsible adults (referred to in this policy as “Parents”) on behalf of and as directed by the child care centre.

We do specifically require each child care centre to seek parental consent before uploading any information to the Application.

The personal information which the child care centre uploads to the Application may include information which is relevant to your child’s care, growth and learning, such as learning stories produced by your child’s teacher, photographs of your child’s artwork, reports by teachers on your child’s progress and development, photos and other materials (referred to in this policy as “Child Information”).

We will also collect information about you the User, when you log onto the Application or visit our public website. This will include the information you provide about yourself to maintain your account and other statistical information we may collect about the way users arrive at, browse through and interact with our site. We use this information to have a better understanding of the way people use our site and to tailor it to be more relevant and useful to your particular needs.

### Use of Personal Information

The Child Information we hold and process on behalf of a child care centre will be used by the child care centre for the purposes of:

- storing, accessing and updating records about each child within their care;
- promoting the growth and development of children within their care;
- allowing Parents to access Child Information; and
- demonstrating how the child care centre operates as part of any Kinderloop Review Officer assessment of the child care centre.

We may also use the Child Information for the purpose of operating, maintaining and improving our Application and the website on which it operates and marketing products and services we think may be relevant to you.

We store the Child Information on behalf of the child care centre as an agent on its behalf and do not generally edit, adapt, delete or update such information, other than on the instructions of the child care centre or to maintain and improve our Application and the website on which it operates. If you have a complaint about the personal information on the Application in respect of your child or would like to correct any mistakes or incomplete information, please contact your child care centre directly.

### Disclosure of Personal Information

Generally, we endeavour to make sure that personal information is only disclosed to people the child care centre specifically authorises us to disclose to. Usually this means that Parents will only have access to information about their own children and that Child Information about each child is only made available to that child’s Parents. However, in some cases we may be instructed by a child care centre to make Child Information about a group learning project available. If a child participates in a group learning project, some of his or her information may be made available to multiple Parents.

### Parents rights

Parents have the right to request access to any of the personal information we hold on behalf of the child care centre about them or their child. You also have the right to request that any of your child’s personal information be corrected.

### Protection of Personal Information

We endeavour to ensure that the personal information we hold on behalf of child care centres is protected by all security safeguards it is reasonable to take. We ask child care centres to restrict access to Child Information to those staff who have a “need to know” and we use a secure encrypted connection to protect the transmission of information over the internet. We aim to comply with the ‘Principles relating to the processing of personal data’ and that our processing activities comply with the GDPR.



## Data storage

All the personal information we collect, hold and process including the Child Information is securely stored in the monitored data centre of our service provider (Amazon AWS) in the nearest city to the customer. (ie. Sydney, Australia for Australian customers). We will advise the relevant supervisory authority of a data breach within 72 hours of becoming aware of the breach unless the breach is unlikely to impact the rights and freedoms of individuals.

## Disclosure of Personal Information

We will use reasonable endeavours to ensure that no staff from any childcare centre will have access to the Child information held in relation to any other child care centre.

In addition to the disclosure of Child Information to Parents described above, we may disclose some of the personal information we hold:

- to Kinderloop's personnel and any service provider that Kinderloop works with where necessary to operate the Application or Website (any such persons must agree to equivalent obligations regarding confidentiality)

## Changes and Updates

This Privacy Policy may be amended from time to time, with or without notice to Users. Your continued use of the Application constitutes your agreement to this Privacy Policy and any amendments to it. All Users agree to be bound by the Privacy Policy that is in effect at the time they access the Website or the Application.

We may send occasional emails to you in relation to our current or future services. Any such emails will contain an unsubscribe link, enabling you to opt-out of these messages.

## Terms of use

### Definitions

In this Agreement, the following definitions are used:

"Account" means your account with us which is created when you sign up to use the Application.

"Agreement" means these terms of use.

"Application" means your private Kinderloop application available on the Website and via the app.

"Centre" means an early childhood centre or care providing organisation that is registered to use the Application.

"Content" means all information about a User or a Child, including (but not limited to) images, videos, written stories and personal information posted to the Application by a User.

"Child" means a child that has been added by a User within the Application.

"Early Childhood Provider" means someone authorised by a Centre to use the Application, or a professional care provider who has registered to use the Application. Examples include (but are not limited to) teachers and administrators at Centres, nannies, au pairs and babysitters.

"Family Member" means a Child's parent, guardian, relative, or other individual approved by the relevant Primary Account Holder that is registered to use the Application.

"Fee" means any applicable fees in Australia dollars that may be payable by the User as detailed at <https://www.Kinderloop.com/pricing>.

"Intellectual Property" means any Intellectual Property throughout the world and includes (but is not limited to) rights in copyright, trademarks, inventions, patents, designs, confidential information and know how. It also means any Intellectual Property that exists now or in the future irrespective of whether it is registerable and includes the right to apply to register or own any Intellectual Property.

"Primary Account Holder" means a Child's parent or guardian or other Family Member authorised by the Child's parent or guardian.

"Kinderloop" or "we" means Kinderloop Inc, whose contact details are provided under Contact Us.

"User" or "you" means the person or organisation who uses the Website or the Application, together with all individual users accessing the Website or the Application on their behalf.

"Website" means the internet URL of Kinderloop available at [www.Kinderloop.com](http://www.Kinderloop.com). This includes parts of the Website that the User can use without logging into the Application.

*In a nutshell: A few common terms you'll find in this agreement, and what they mean.*



## Acceptance of Terms of Use

Registering to use the Application means that you have read and agree to this Agreement. Only Family Members and Early Childhood Providers may use the Application.

## Amendments to this Agreement

This Agreement may be amended or replaced from time to time, with or without notice to Users, by posting an updated Agreement on the Website. Any updated Agreement becomes effective as soon as it is posted. If any updated Agreement constitutes a material change to this Agreement, Kinderloop will post an announcement on the Website. What constitutes a material change will be determined at Kinderloop's sole discretion. You will be responsible for reading and understanding any updated Agreement. Your continued use of the Application and/or website constitutes your acceptance of any updated Agreement. If you do not agree to any updated Agreement please contact Kinderloop or cancel your Account.

*In a nutshell: By using Kinderloop you agree to these Terms of Use, and if they change a lot we'll let you know.*

## Description of Service

The Application lets Family Members and Early Childhood Providers upload, record, share and celebrate a Child's learning through various media, including but not limited to images, videos and written stories. The Application also provides analysis and planning tools and facilitates communication between those interested in a Child's early childhood learning.

## Changes

The User accepts that the Website and Application may evolve and change over time. Kinderloop reserves the right at any time to modify, adapt, suspend or discontinue, whether temporarily or permanently, the Application (or any part of it) with or without notice to Users. We will not be liable to you or to any third party for any modification, adaptation, suspension or discontinuance of the Application.

## Disruption of Service

Kinderloop takes all reasonable steps to ensure that the Application will function as intended once an Account is created by Users. However, you acknowledge and agree that your access to the Application may be disrupted as a result of any malfunction, updating, maintenance or repair of the Application or for any other reason within or outside our control (such as availability of the internet).

Kinderloop shall not be liable for any loss or damage caused or suffered as a result of any partial or total breakdown of, or inability to use, the Application. We will try to promptly address (during normal business hours) all technical issues that arise in relation to the Application.

You agree that we may use third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Application and store and manage the Content.

You further agree that use of the Application is at your own risk and that we do not warrant that the Application will meet your specific requirements, or that use of the Application will be uninterrupted, timely, secure, or error-free.

*In a nutshell: This is an online service (which will evolve over time) that helps record, share and celebrate children's learning. Like any online service, things may temporarily go wrong or be interrupted from time to time.*

## User Conduct

### Information Supplied

Each User confirms that any information they provide to Kinderloop during registration is true, accurate and current, and that they will promptly notify Kinderloop of any change in such information.

### Acceptable Use

Kinderloop grants Users the right to access and responsibly use the Application. This right is not exclusive, not transferable, and subject to the terms of this Agreement. Responsibility for, and control over, Content relating to a particular Child will always remain with the relevant Primary Account Holder for that Child. The User must only use the Application for the care and learning of children. The User must not use the Application for any illegal purpose or post any Content or other information or material that is illegal, defamatory, abusive, harmful, obscene, offensive, objectionable or racist. Further, Users must not use the Application or post any Content which breaches any person's rights of privacy, contains viruses, or infringes any person's Intellectual Property rights.

You will be responsible for any and all claims, losses, damages, costs and expenses arising out of your Content. In particular (and without limitation), you will be responsible for any claims that any of the Content is illegal or offensive.



## Age Limit

Users must be at least 18 years old, or have authorisation to access the Application by a parent or legal guardian. If you have authorised a minor to use the Application, you are responsible for their online conduct, and the consequences of any misuse.

## Security

You acknowledge that the nature of the Application and the Content is sensitive and personal to a Child and his/her Family Members. As such, you must keep your Account password confidential. The User is responsible for all actions taken by any person that has attained access to their Account and agrees to notify Kinderloop immediately of any unauthorised use of their Account or other breach of security. The User must not attempt to gain unauthorised access to any Content that they do not have permission to access. The User must not undermine the security or integrity of Kinderloop's or any third party's systems or networks.

## Fees

Current Fees are set out at <https://www.Kinderloop.com/pricing>

If you are carrying out a free trial of the Application (as offered on the Website), the free trial will begin on the day that your Account is opened and it will end 30 days later. You may cancel your Account within those 30 days by following the prompts within the Application. If you don't cancel your Account, you must pay the Fees from the end of the free trial period. Kinderloop will bill you in advance on a monthly or annual basis depending on the plan you select.

You agree to pay these Fees using the payment methods described on the Website or as otherwise agreed between us. If you fail to pay the agreed Fee by the due date, Kinderloop may suspend or cancel your Account. Fees are non-refundable and may be subject to change by notice to you. All Fees are exclusive of all taxes (other than Australia goods and services tax). Kinderloop will not be held liable for changing or refusing to refund the Fees.

*In a nutshell: If you tell the truth, don't do anything bad or illegal, have the necessary permissions, keep your password secure, and pay any agreed fees, you are welcome to use Kinderloop.*

## Child Data

### Keep Content Secure

Both Kinderloop and the User recognise that Content uploaded to the Application is likely to be regarded as sensitive, so it is important that Content is kept secure.

We will take reasonable precautions to keep Content secure and protect it from unauthorised access. You agree to keep your Account details secure and agree not to share your password with anyone else.

### Rights of an Early Childhood Provider

If you are an Early Childhood Provider, it is your responsibility to get consent from a Primary Account Holder of each Child before adding that Child or uploading that Child's Content to the Application. You must also ensure that any Content you upload to an account relating to a Child contains only information, images or videos of that Child (for example, make sure that there are no other identifiable children in the background of a photograph or video) unless you have consent from all Primary Account Holders of each identifiable Child).

You must also ensure that you exercise your ability to upload Content to the Application responsibly. This means that you must not add any Content which contains anything which might be regarded as offensive, demeaning, obscene, unlawful, defamatory, infringing privacy, or which is otherwise unsuitable or inappropriate given the nature of the Application and the fact that Content includes children. We reserve the right to remove any Content which we deem to be unsuitable, and you must promptly remove any Content relating to a Child if asked to do so by the relevant Primary Account Holder.

If a Primary Account Holder provides their consent they are granting you the right to manage their Child's Content.

*In a nutshell: We'll all do our best to keep children's content secure. Primary account holders (who are usually educators) control the child's content. Early childhood providers can share this content if given permission. Permission can be taken away at any time.*



## Confidentiality

### User Information and Child Content

Kinderloop will treat personal information as confidential and comply with the Privacy Act 1993 (Australia). Kinderloop will make every reasonable effort to keep Content confidential and secure. We will not disclose this Content to anyone or in any situation except:

- to Users who have been granted access to a Child's account by the Primary Account Holder or an Early Childhood Provider;
- to Kinderloop's personnel and any service provider that Kinderloop works with where necessary to operate the Application or Website (any such persons must agree to equivalent obligations regarding confidentiality);
- where anonymous, aggregated information about curriculum use or other learning practices may benefit the industry;
- if Kinderloop or its assets are purchased or acquired;
- if the Primary Account Holder gives Kinderloop permission to do so; or
- if required by law.

The User must not share another User's or any Child's Content without that User's explicit permission or, in the case of a Child, the explicit permission of that Child's parent or guardian. The User agrees to the terms set out in Kinderloop's Privacy Policy.

### Other Information

Some Users, such as those involved in piloting certain features, may have access to sensitive information, content or User feedback. Those Users agree not to disclose this information to third parties without Kinderloop's prior written consent. The User may make screenshots or screencasts of the Kinderloop Application or Website for marketing or educational purposes with Kinderloop's prior consent. These screenshots or screencasts must not include any User's Data or any Content relating to a Child unless that User gives its prior written consent or, in the case of a Child, the explicit permission of that Child's parent or guardian.

*In a nutshell: We'll do all we can to keep Kinderloop safe and secure. You mustn't share anything you don't have permission to share.*

## Intellectual Property

### Your Content

Kinderloop will not acquire any ownership interest in or to any personal Content created by Educators, parents guardians, experts or family members, and title over personal Content will always remain with the relevant Primary Account Holder.

You agree that Kinderloop owns the Website, the Application, and any other materials created or acquired by Kinderloop (including but not limited to images, photographs, animations, video, audio, text, code, functionality, the interface, User feedback and accompanying printed or marketing materials) that do not constitute Content.

By using the Application, you confirm that any Content you post to the Application does not infringe any other person's Intellectual Property rights or any law. Kinderloop will not access or remove your Content unless you provide permission, Kinderloop suspects you have breached this Agreement or otherwise in accordance with this Agreement.

*In a nutshell: Kinderloop doesn't own your personal content, we simply store it for you. You own your personal information and Kinderloop displays it beautifully.*

## Indemnity and Liability

### Indemnity

All Users agree to indemnify, and keep indemnified, Kinderloop, its affiliated companies and its respective directors, officers, employees, agents, representatives, contractors, licensees and successors against any and all liabilities, costs (including legal fees), claims, demands or damages incurred or suffered from the use of the Application, including (without limitation) as a result of any:

- breach of this Agreement;
- content posted in the Application; or
- violation of any rights of a third party, by you or any person using your Account or username and password.

## Limitation of Liability

In no event or circumstances shall Kinderloop be liable under contract, tort, strict liability, negligence or otherwise at law for any special, indirect, incidental, punitive, or consequential damages of any kind whatsoever, or for any loss of profit, use, Content, data, opportunity, revenue or business, whether caused by any other User, Kinderloop, its servants, agents or any other persons acting on its behalf. The total liability of Kinderloop for any loss arising from or in connection with this Agreement, or the use of the Application or Website, will not in any circumstances exceed \$100.

*In a nutshell: In the unlikely event that something goes wrong, Kinderloop is not liable.*

## Termination

### Cancellation by the User

The User may cancel their Account at any time by contacting Kinderloop directly, emailing [hello@kinderloop.com](mailto:hello@kinderloop.com) Upon cancellation, your private Kinderloop will be securely archived for 1 year, if you or your linked families require this information for longer please contact us to discuss the paid options available. This information may not be recovered once a Kinderloop is deleted. The User is liable for any out-standing payment up to and including the day of cancellation.

### Termination by Kinderloop

Kinderloop may suspend or terminate a User's Account at any time if Kinderloop deems the User has breached this Agreement. Upon termination Kinderloop may automatically remove all Content posted to that Account.

*In a nutshell: You can cancel your account at any time but there are fees involved for re-accessing your information. We can close your account if you do something bad or illegal.*

## General

### Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the state of NSW, Australia, and the parties submit to the exclusive jurisdiction of the Australia courts for any matter arising under or relating to this Agreement.

### Assignment

Kinderloop may transfer, assign or delegate this Agreement and its rights and obligations without consent.

### Validity

If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full effect.

