

PROGRESSIVE PLAY®

INTELLECTUAL PROPERTY, CONFIDENTIALITY & PERMITTED USE TERMS

Version: October 2026

1. Purpose and Application

These terms protect Progressive Play® training, resources, credentials, branding, website content, social-media content and other proprietary material and explain permitted and prohibited uses. Progressive Play® is a registered business name operated by Janelle Ford, ABN 64 862 566 558. Progressive Play® is a registered Australian trademark owned by Janelle Ford (Australian Trademark No. 2422858). These terms replace the previous one-way non-disclosure arrangement and operate as contractual terms.

2. Ownership and Rights

Purchase, enrolment, course completion, download, certificate, digital badge or facilitator status does not transfer ownership of Progressive Play® intellectual property. Except where otherwise stated or where material belongs to or is licensed from a third party, original material created by or for Progressive Play® and owned by Janelle Ford is protected by copyright and other applicable intellectual-property rights. All rights not expressly granted are reserved.

3. Protected Material

Protected material may include course videos and audio, voiceover scripts, transcripts, slides, manuals, assessments, quizzes, activities, worksheets, templates, visual supports, card decks, Feel Build Play™ resources and artwork, AAC and communication resources, building visuals, facilitator and session resources, downloads, original Course expression and structure, certificates, digital badges, website copy, webpages, FAQs, Insights and blogs, original graphics and illustrations, owned photographs and videos, social-media posts and captions, graphics, carousels and advertising creatives, reels and scripts, infographics, newsletters, promotional materials and other original literary, artistic, audiovisual, educational or marketing material.

Copyright protects original expression rather than abstract ideas, concepts, facts, methods or techniques as such. References in these terms to protected course structures, methods or educational material are intended to protect Progressive Play's® original written, artistic, audiovisual, compilation and other protectable expression, together with confidential information and registered trademark rights where applicable.

Nothing in these terms prevents a person from independently developing their own material from unprotected ideas, facts, skills or knowledge without copying Progressive Play® protected expression, misusing confidential information, infringing trademark rights or falsely representing an association with Progressive Play®.

4. Third-Party Intellectual Property

Progressive Play® does not claim ownership of third-party rights. LEGO®, LEGO® Serious Play® and other LEGO-related trademarks and intellectual property are owned by their respective rights holders. Government material, research, licensed photographs, third-party logos, quotations and other third-party material remain subject to their applicable rights and terms. Nothing in these terms restricts a use that Australian law expressly permits and that cannot validly be restricted by contract.

Nothing in these terms is intended to prohibit fair dealing, statutory licences or other uses that the Copyright Act 1968 (Cth) or another applicable law permits and that cannot validly be excluded or restricted by contract.

5. Progressive Play® Trade Mark and Branding

Purchase or completion of training does not grant a general licence to use the Progressive Play® name, registered trademark, logo or branding.

Progressive Play® branding must not be used in a way that falsely or misleadingly suggests partnership, employment, agency, sponsorship, endorsement, accreditation, authority to provide Progressive Play® training, authority to reproduce Progressive Play® resources, or another relationship, permission or authority that does not exist or has not been expressly granted by Progressive Play®.

Certified facilitators are expressly permitted to display the official digital certified facilitator badge issued to them by Progressive Play® on their professional website, email signature, social media, advertising and other professional promotional materials for the purpose of accurately representing their Progressive Play® facilitator certification.

This permission applies to the certified facilitator badge as issued, including the Progressive Play® name, logo and other branding incorporated within the badge. The badge must not be altered, modified or used in a misleading manner. The Progressive Play® name, logo or other branding incorporated within the badge must not be extracted, reproduced or used separately from the badge unless Progressive Play® has expressly authorised that use.

Use of the certified facilitator badge does not indicate or imply that Progressive Play® employs the facilitator, endorses or guarantees the facilitator's individual services or business, accredits the facilitator's organisation, or authorises the facilitator to provide Progressive Play® training or reproduce Progressive Play® training materials or resources.

The certified facilitator badge may only be used by the individual to whom it was issued and only while accurately representing the certification awarded by Progressive Play®.

Registered trademark rights apply in accordance with the Trademarks Act 1995 (Cth), including the goods and services covered by the registration and any applicable statutory limitations, exceptions or defences.

6. Licence to Authorised Resources

Where Progressive Play® expressly provides a resource for learner or facilitator use, the named learner or certified facilitator receives a limited, non-exclusive, non-transferable licence to use it for the stated permitted purpose. Unless otherwise stated, this is the user's own professional use with their own clients, participants or students within their lawful role, competence and scope. The licence does not transfer copyright or ownership and does not permit distribution to colleagues, employers, organisations, other practitioners, learners or the public. A material breach may result in termination of the licence, subject to applicable law.

7. Use with Clients and Students

Authorised resources may be printed, displayed or used directly with the user's own clients, children, young people, students or participants where consistent with the purpose supplied. Ordinary professional use may include handing a visual card to a participant, using a printed worksheet in a session, displaying an authorised visual support or using a supplied resource during a facilitated activity. This does not give the participant, family, school, employer or organisation ownership or redistribution rights.

8. Resources Must Be Used as Supplied

Unless Progressive Play® expressly identifies a resource as editable or gives prior written permission, authorised resources must be used in the form supplied. Users must not remove, obscure, crop, cover, replace or alter Progressive Play® branding, copyright notices, trademark notices, attribution, disclaimers, permitted-use notices or ownership identifiers. Users must not add their own branding in a manner suggesting they created or own the Progressive Play® resource. Permission to use is not permission to rebrand.

9. Editable Resources

Where a resource is expressly supplied as editable, only modifications reasonably contemplated by that template or expressly authorised are permitted. Editable status does not permit removal of required Progressive Play® attribution, copyright, trademark, disclaimer or ownership information unless expressly authorised.

10. Printing and Digital Copies

A learner or facilitator may make printed or local digital copies reasonably necessary for their own permitted professional use where a resource is supplied as downloadable or printable. This does not permit bulk reproduction for an employer, school, service, network, professional group or training cohort. Resources must not be placed on shared drives, intranets, learning-management systems, shared cloud folders, file-sharing services or repositories unless expressly authorised.

11. No Sharing of Course Access

Course enrolment and protected access are personal to the named learner. Learners must not share login credentials, permit another person to access protected Course content, screen-share protected training for a group, or provide course videos, audio, slides, transcripts, assessments, manuals or downloads to an unauthorised person. An employer paying for training does not acquire ownership or internal distribution rights.

12. Confidential Training Content

Non-public course content, assessment material, training methods, manuals, protected downloads and material restricted to enrolled learners are confidential and proprietary according to their nature, access restrictions and notices. Learners must not disclose protected content to colleagues, employers, family, friends, professional networks, competitors or unauthorised persons. This does not apply to information lawfully in the public domain other than through breach, independently developed information, or disclosure required by law.

13. No Recording or Extraction

Unless expressly permitted, users must not record course video or audio, screen-record protected training, capture protected slides for republication, systematically screenshot course content, download streaming media through unauthorised means, transcribe recordings for distribution, scrape course pages or use automated extraction tools. Reasonable personal note-taking is permitted if it is not used to reproduce, distribute or commercially exploit protected content.

14. Certificates

Progressive Play® certificates must be used as issued and must not be edited, altered, recreated, falsified or materially modified. The recipient must not change the learner name, course title, completion date, credential information, branding, trademarks, signatures or other substantive elements. A certificate must not be used to represent another person's completion. Genuine errors should be referred to Progressive Play® for correction.

15. Digital Facilitator Badges

Digital facilitator badges may only be used by the individual to whom issued and only for the course or status represented. Badges must be used as supplied. Artwork, wording, branding, trademarks and identifying elements must not be removed, altered, recoloured, recreated, incorporated into another badge or represented as a different credential. A badge does not authorise the holder to provide Progressive Play® training.

16. No Train-the-Trainer Rights

Progressive Play® facilitator training is not train-the-trainer licensing unless expressly stated. Completion does not authorise a facilitator to reproduce the course, teach Progressive Play® training to professionals, issue Progressive Play® certificates or badges, create a derivative certification program, sublicense resources or certify others on behalf of Progressive Play®. Facilitators may apply authorised learning and resources in their own lawful practice.

17. Workshops and Presentations

Protected Progressive Play® slides, manuals, scripts, assessments, card decks, graphics or substantial reproductions of course material must not be used in another person's professional-development workshop, staff training, conference presentation, webinar, online course or commercial educational product without prior written permission. Facilitators may accurately state their training and discuss their own independently developed professional experience and ideas without reproducing protected content or implying authority to provide Progressive Play® training.

18. Commercial Exploitation and Competition

Progressive Play® material must not be sold, sublicensed, rented, commercially redistributed, bundled into another paid product, used to create competing training or resources, or otherwise commercially exploited without prior written permission. Nothing prevents lawful competition based on independently developed knowledge, ideas or material that does not copy or misuse Progressive Play® protected expression, confidential information, branding or resources.

19. Artificial Intelligence and Automated Systems

Unless Progressive Play® gives prior written permission, protected course materials, transcripts, presentations, card decks, manuals, downloads, recordings, artwork, website content or other proprietary material must not be provided to generative AI or automated systems for reproduction, extraction, transformation, redistribution, generation of substantially similar resources, creation of competing training or products, model training or improvement, circumvention of access controls or other exploitation. Independently written personal notes or ideas may be used where they do not reproduce or disclose Progressive Play® confidential or protected material.

20. Website Content

Original Progressive Play® website copy, webpages, educational explanations, FAQs, Insights, blog articles, graphics, illustrations, owned photographs, videos and other original website material are protected by applicable intellectual-property rights. Public availability does not transfer ownership or grant unrestricted reproduction, republication, adaptation or commercial-use rights. Linking to public webpages is permitted, but substantial content must not be copied and presented as another person's or organisation's work.

21. Social-Media Content

Original Progressive Play® social-media captions, posts, graphics, carousels, advertisements, illustrations, owned photographs, videos, reels, scripts and infographics are protected by applicable intellectual-property rights. Public posting does not place content in the public domain. Users must not remove branding or attribution and republish the content as their own. Native platform sharing or reposting is permitted where the original Progressive Play® account, attribution and content remain identifiable and no false endorsement is suggested.

22. Marketing and Promotional Content

Original advertising creatives, promotional copy, brochures, newsletters, course advertisements, campaign graphics and other Progressive Play® marketing materials are protected to the extent intellectual-property rights subsist. Competitors and others must not reproduce them, remove branding or republish substantially copied material as their own.

23. Attribution and Integrity

Users must not represent Progressive Play® material as their own original work or falsely attribute it to another person or organisation. Attribution, authorship and ownership information included in Progressive Play® material must remain intact unless expressly permitted otherwise. Nothing in these terms limits moral rights held by individual authors or creators under applicable Australian law.

Under Australian law, moral rights are personal rights of individual authors and creators and are distinct from copyright ownership. These terms do not purport to transfer or extinguish moral rights.

24. No Implied Endorsement

Use of a resource, certificate, badge or facilitator designation must not imply that Progressive Play® endorses a facilitator's individual business, clinical decisions, professional services, employer, organisation or other products. Statements about Progressive Play® training must be accurate and not misleading or deceptive.

25. Organisations, Employers and Schools

Where an organisation, employer or school pays for individual training, the intellectual-property licence remains with the named learner unless Progressive Play® expressly grants an organisational licence. Payment does not give the organisation a right to copy course materials, place resources on shared systems, distribute them to other staff, reuse an individual's login, or retain and redistribute protected resources after that learner leaves. Separate organisational licence terms apply where offered.

26. Resource-Specific Notices

Specific copyright, personal professional use, non-distribution and other licence notices included on resources form part of their permitted-use conditions. Where a resource states that it is for personal professional use only and is not to be copied, published or distributed without written consent, that restriction applies subject to rights that cannot lawfully be excluded. Removing a notice does not remove underlying rights or licence conditions.

27. Third-Party Platforms and Uploads

Protected Progressive Play® materials must not be uploaded to websites, social-media platforms, document-sharing sites, marketplaces, resource libraries, online communities, shared cloud repositories, learning platforms or other third-party systems for access by others unless expressly authorised. Users must not grant a platform rights in Progressive Play® material that they do not possess.

28. Translation and Adaptation

Users must not translate, adapt, abridge, rewrite, redraw or create derivative versions of protected Progressive Play® resources for distribution, publication, training or commercial use without prior written permission, except where a resource expressly permits adaptation. Practitioners may verbally explain or support an authorised resource in a way appropriate to a participant's communication needs during ordinary permitted professional use.

29. Copyright Notices

Copyright protection does not depend solely on a copyright notice. Progressive Play® may include copyright and licence notices to identify ownership and permitted use. A person must not remove or alter such notices in breach of these terms.

30. Reporting Suspected Misuse

Learners and facilitators are encouraged to notify Progressive Play® if they become aware of suspected unauthorised copying, distribution, account sharing, credential misuse, rebranding or

commercial exploitation of Progressive Play® material. A person making a report should provide only information they are lawfully entitled to provide.

31. Investigation and Access Protection

Where Progressive Play® reasonably suspects a material breach, it may take proportionate steps to investigate and protect its legitimate interests, including preserving relevant records, requesting information, temporarily restricting access where reasonably necessary, and requiring infringing use or distribution to cease. Progressive Play® will act consistently with applicable law and its other policies.

32. Suspension, Termination and Licence Consequences

A material breach of these IP Terms may result in suspension or termination of course access or of the relevant resource licence where reasonably necessary and permitted by law. Termination does not transfer ownership or authorise continued copying or distribution. Refund consequences, if any, are determined under the applicable refund policy and Australian law.

33. Remedies for Infringement or Breach

Progressive Play® may seek remedies available under contract, copyright, trademark, confidential-information or other applicable law where protected material is infringed, or these terms are materially breached. Depending on the circumstances, remedies may include orders restraining continued conduct, removal or delivery up of infringing material, damages or other relief available by law. Nothing in these terms predetermines a court's discretion or creates a remedy that the law does not provide.

34. Australian Consumer Law and Unfair Terms

Nothing in these IP Terms excludes, restricts or modifies a consumer guarantee, right or remedy that cannot lawfully be excluded. These terms are intended to protect Progressive Play's® legitimate intellectual-property and confidentiality interests and should be interpreted consistently with applicable Australian Consumer Law, including laws governing unfair terms in standard-form consumer and small-business contracts.

35. Duration and Survival

Intellectual-property ownership does not end when Course access expires. Confidentiality, non-distribution, credential-integrity and other obligations that by their nature are intended to continue survive Course completion, expiry or termination to the extent legally enforceable. A permitted-use licence continues only for the duration and purposes stated for that resource and subject to compliance with its conditions.

36. Permissions and Licensing Requests

A person who wishes to reproduce, adapt, translate, publish, distribute, use in training, commercially exploit or otherwise use Progressive Play® material beyond the permissions expressly granted should request written permission before doing so. Progressive Play® may

approve, refuse or offer a separate licence having regard to the proposed use and its legitimate interests.

37. No Waiver

Failure by Progressive Play® to immediately enforce a right does not waive that right. Permission or accommodation given for one specific use does not create a general permission or precedent for another use.

38. Severability

If a provision is invalid or unenforceable, it is to be read down where possible and otherwise severed to the minimum extent necessary without invalidating the remaining provisions.

39. Governing Law

These IP Terms are governed by the laws of Queensland, Australia, together with applicable Commonwealth laws. Nothing in this provision limits any jurisdiction or forum right that cannot lawfully be excluded.

40. Contact

Questions, permission requests and reports concerning Progressive Play® intellectual property may be directed to Progressive Play® at info@progressiveplay.com.au, via www.progressiveplay.com.au, or by post to PO Box 315, Bribie Island, Queensland 4507, Australia.

Approved

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