

PROGRESSIVE PLAY®

WEBSITE & ONLINE PLATFORM TERMS AND CONDITIONS OF USE

Version: October 2026

1. About Progressive Play®

Progressive Play® is a registered business name operated by Janelle Ford, ABN 64 862 566 558 ("Progressive Play®", "we", "us" or "our").

Progressive Play® is a registered Australian trademark owned by Janelle Ford (Australian Trademark No. 2422858).

These Terms and Conditions of Use ("Terms") govern access to and use of the Progressive Play® website at progressiveplay.com.au and associated webpages, online learning platforms and portals used by Progressive Play®, online accounts, digital content and resources, online purchasing facilities and other online services made available by Progressive Play®.

These Terms should be read together with any other Progressive Play® policy, enrolment condition or specific terms applicable to a particular product, training program or service.

2. Acceptance of these Terms

By accessing or using the Progressive Play® website or online platforms, creating an account, purchasing a product or service, enrolling in training, downloading authorised resources or otherwise using services to which these Terms apply, you agree to be bound by these Terms.

Where you purchase, enrol or register on behalf of another person or organisation, you represent that you have authority to do so. The individual learner must also comply with all terms applying to their individual access and use.

If you do not agree to these Terms, you must not use the relevant restricted service, create an account or proceed with a transaction requiring acceptance of them.

Nothing in these Terms excludes, restricts or modifies any consumer guarantee, right or remedy that cannot lawfully be excluded under the Australian Consumer Law.

3. Related Policies and Order of Application

Depending on the product or service used, additional Progressive Play® policies and conditions may apply, including:

Online Education & Training – Enrolment, Access, Extension & Refund Policy; Privacy Policy; Intellectual Property, Confidentiality & Permitted Use Terms; Individual & Group Services; Cancellation / Non-Attendance Policy; Child Safety & Wellbeing Policy; and specific promotional, package, workshop, program or service terms disclosed before purchase or participation.

These documents should be read together. If provisions appear inconsistent, terms expressly agreed for the particular transaction, program or service apply to that specific matter; the specialist Progressive Play® policy dealing with the subject applies to that subject; and these Website & Online Platform Terms apply generally.

For example, refunds, course access, extensions and re-enrolment/re-access are governed primarily by the Online Education & Training – Enrolment, Access, Extension & Refund Policy.

Nothing in this clause permits any policy or agreement to override rights that cannot lawfully be excluded.

4. Website Information

Progressive Play® takes reasonable steps to ensure information published on its website is accurate and current. Website information may change, including information concerning courses and programs, estimated learning time, course access periods, resources, pricing, promotions, availability, legislation, standards and professional frameworks, external links, delivery arrangements and service offerings.

Information published on the website is general information unless expressly incorporated into a particular purchase, enrolment or written agreement. Progressive Play® may correct genuine typographical, administrative or technical errors.

Where a material error affects a transaction already entered into, Progressive Play® will address the matter consistently with applicable law and the circumstances of the transaction.

5. Currency of External Information, Legislation and Guidance

Progressive Play® takes reasonable steps to ensure course and website content is accurate, evidence-informed and current at the time it is prepared and reviewed.

Progressive Play® training may refer to legislation, government programs, funding arrangements, regulatory requirements, professional standards, policies, practice frameworks, departmental guidance, clinical or educational guidance and other information issued or controlled by third parties, including information relating to the NDIS and other government programs.

External requirements and guidance may be amended, replaced, withdrawn, clarified or updated at any time and without prior notice to Progressive Play®. Progressive Play® does not represent or guarantee that every external change will be reflected in course or website materials immediately when the change is announced, published or takes effect.

Where Progressive Play® becomes aware of a material change relevant to its training or information, it will endeavour to review the change and update affected content as soon as reasonably practicable, having regard to the nature of the change, the availability and clarity of authoritative information, the extent of amendments required and the need to ensure revised content is accurate.

In some circumstances, Progressive Play® may reasonably wait for final legislation, regulations, operational guidance or authoritative clarification before materially revising content rather than relying on preliminary announcements, proposals or incomplete information.

Learners and facilitators remain responsible for checking current legislation, government guidance, funding rules, professional requirements, employer requirements and organisational policies relevant to their own role, jurisdiction and circumstances when applying course content in practice.

Where Course content is inconsistent with a subsequently issued mandatory legal, regulatory or authoritative requirement, the current applicable requirement takes precedence.

Nothing in this section excludes, restricts or modifies any consumer guarantee, right or remedy that cannot lawfully be excluded under the Australian Consumer Law.

6. Online Accounts and Registration

Certain services require an individual user account. Users must provide information that is accurate, complete and current.

Accounts are for the registered user only unless expressly permitted otherwise. Login credentials must not be shared.

Users must not permit another person to undertake training or access protected content using their account. Users must take reasonable steps to protect passwords and login credentials. Suspected unauthorised account access should be reported promptly to Progressive Play®.

Purchase of multiple enrolments by an organisation does not convert an individual account into a shared organisational account. Separate licensing or organisational arrangements apply where expressly offered.

7. Acceptable Use

You may use the Progressive Play® website and online platforms only for lawful purposes and in accordance with these Terms:

- a) do not interfere with or disrupt the website, learning platform or associated systems;
- b) do not attempt to gain unauthorised access to accounts, systems, databases or restricted content;
- c) do not introduce malware, malicious code or other harmful material;
- d) do not impersonate another person or use false or misleading account information;
- e) do not obtain another user's login credentials;
- f) do not scrape, crawl, systematically extract, harvest or copy protected content using automated systems;
- g) do not bypass access controls, technological restrictions or security measures;
- h) do not use the website or platform to harass, threaten, abuse or unlawfully discriminate against another person;
- i) do not upload unlawful, infringing or malicious content.

Progressive Play® may take reasonable action to protect its systems, users, intellectual property and services where misuse is detected or reasonably suspected.

8. Intellectual Property

Unless otherwise stated, content made available through Progressive Play® is owned by, licensed to or lawfully used by Progressive Play®.

Protected material includes course content, manuals, slides, recordings, graphics, card decks, worksheets, templates, visual supports, photographs, diagrams, assessments, downloadable resources, website content, program structures, original educational resources, branding and trademarks.

Purchase of a product, course or service does not transfer ownership of Progressive Play® intellectual property. Access is subject to the applicable licence and permitted-use conditions.

Detailed conditions governing confidentiality, copying, sharing, reproduction, publication, commercial use, artificial-intelligence systems and other uses are contained in the Intellectual Property, Confidentiality & Permitted Use Terms.

9. Progressive Play® Trademark

Progressive Play® is a registered Australian trademark owned by Janelle Ford, Australian Trademark No. 2422858.

Nothing in these Terms or in the purchase or completion of Progressive Play® training grants ownership of, or a general licence to use, the Progressive Play® trademark, business name, logos, branding or other brand identifiers.

The Progressive Play® name, trademark or branding must not be used in a manner that falsely or misleadingly suggests partnership, sponsorship, endorsement, accreditation, employment, agency, authority to provide Progressive Play® training, authority to reproduce Progressive Play® programs or resources, or another relationship that does not exist.

10. Authorised Downloadable Resources

Some Progressive Play® training programs include resources expressly made available for download.

Downloadability does not transfer copyright, ownership or unrestricted usage rights.

Unless expressly stated otherwise, authorised downloadable resources are provided to the enrolled learner for their own permitted professional or personal use within their lawful role and scope of practice:

- a) they must not be sold or resold;
- b) they must not be commercially redistributed or published online;
- c) they must not be uploaded to public repositories;
- d) they must not be supplied as part of another person's training program or shared as substitute course materials;
- e) they must not be materially altered and represented as the learner's own original resource.

This clause does not prevent use permitted by law that cannot be restricted.

11. Artificial Intelligence and Automated Systems

Unless Progressive Play® gives prior written permission, users must not upload, input, submit or otherwise provide protected Progressive Play® course materials, transcripts, presentations, downloadable resources, card decks, manuals, recordings or other proprietary content to generative artificial-intelligence systems or other automated systems for the purpose of reproducing the material, generating substantially similar resources, creating competing training or educational content, extracting protected course content, training or improving an artificial-intelligence model, redistributing content, circumventing access restrictions or otherwise exploiting Progressive Play® intellectual property.

This restriction does not prevent ordinary use of a person's own original notes or information where that use does not reproduce or disclose Progressive Play® confidential or protected material.

12. Competitor and Commercial Misuse

Progressive Play® has legitimate interests in protecting its proprietary training, resources, methods, commercial information and intellectual property.

A person must not enrol in, or access protected Progressive Play® training primarily to obtain proprietary content to reproduce, adapt, distribute or commercially exploit it in competing training, resources or services.

Where Progressive Play® reasonably believes protected content is being accessed or used for such a purpose, it may take proportionate action reasonably necessary to protect its legitimate interests, including investigating the matter, taking legal action, restricting access or terminating access where a material breach is established.

Any refund or other financial consequence of termination will be determined in accordance with the applicable policy and Australian law.

13. Third-Party Platforms and Service Providers

Progressive Play® uses third-party service providers to support the delivery and administration of its website, online training, payments and other services. These may include Thinkific or another learning-management system, Stripe or another payment processor, website hosting providers, email and communications services, cloud storage, analytics, booking systems and other technology providers.

When a user makes a payment through Stripe or another third-party payment processor, payment information may be collected and processed directly by that provider in accordance with its own terms, privacy policy and security practices. Progressive Play® does not necessarily receive or retain complete payment-card information processed by the third-party provider.

Access to online training may be delivered through Thinkific or another learning-management system. Use of a third-party platform may also be subject to that provider's own terms, acceptable-use requirements, privacy practices and technical requirements.

Progressive Play® does not control the independent operation, security, availability or business practices of third-party platforms and cannot guarantee that a third-party service will operate without interruption. This does not reduce Progressive Play's® obligations in relation to services it supplies to a consumer under applicable law.

Where a third-party technical issue materially affects a paid Progressive Play® service, Progressive Play® will take reasonable steps within its control to investigate, communicate about and address the issue, including liaising with the relevant provider where appropriate.

Nothing in this section excludes, restricts or modifies any right or remedy available under the Australian Consumer Law or another applicable law.

Further information about the collection, use, disclosure, storage and overseas handling of personal information by or through third-party providers is contained in the Progressive Play® Privacy Policy.

14. External Links

The website may contain links to external websites, organisations, legislation, government resources, research or third-party services. A link is provided for information or convenience and does not, by itself, constitute endorsement, partnership, sponsorship or approval.

Progressive Play® is not responsible for changes made by third parties to external content, websites, availability, privacy practices or terms.

15. Educational and Professional Information

Progressive Play® provides education, training, professional development, resources and other services.

Unless expressly stated otherwise, training does not confer a university degree, vocational qualification or regulated health-profession qualification. In addition:

- a) training does not expand a participant's lawful professional scope of practice;
- b) training does not authorise a person to provide services they are not otherwise qualified, competent or legally permitted to provide;
- c) training does not replace professional registration, employer requirements, supervision or jurisdiction-specific obligations;
- d) training should be applied within the learner's existing role, qualifications, competence and professional responsibilities.

Completion of a Progressive Play® Course may entitle a learner to the certificate, facilitator designation or digital badge specifically described for that course, subject to satisfying the relevant completion requirements. A certificate or facilitator certification must not be represented as a professional qualification that it is not.

16. Health, Therapy and Clinical Information

Information provided through Progressive Play® education, website content or resources is not a substitute for individual medical, psychological, legal or other professional advice where such advice is required.

Practitioners remain responsible for professional judgement, assessment, informed consent and, where appropriate, assent, duty of care, safeguarding, mandatory reporting, risk assessment, documentation, referral where appropriate, compliance with professional standards, and working within their competence and scope of practice.

Progressive Play® training does not create a therapeutic qualification where the learner does not otherwise hold one.

17. Child Safety and Children's Rights

Progressive Play® is committed to children's rights, safety and wellbeing.

Relevant Progressive Play® services and child-facing activities are subject to the organisation's Child Safety & Wellbeing Policy and applicable child-safety requirements.

Practitioners completing Progressive Play® training remain independently responsible for complying with child-safety, screening, mandatory-reporting, safeguarding and professional requirements applicable to their own jurisdiction, workplace and role.

Nothing in Progressive Play® training transfers a practitioner's legal or professional responsibilities to Progressive Play®.

18. Purchases and Payments

Prices will be displayed or otherwise communicated before purchase. Unless expressly stated otherwise, Australian consumer prices are stated in Australian dollars and include GST where applicable.

Payment must be made using an accepted payment method or in accordance with an approved invoice or payment arrangement. Progressive Play® may change prices prospectively.

A price change after a completed purchase does not retrospectively alter the agreed purchase price. Likewise, a later sale, promotion, coupon, group rate or price reduction does not create an entitlement to a retrospective refund or credit of the difference, except where Progressive Play® expressly offers otherwise.

Detailed refund and training-access conditions are contained in the applicable specialist policy.

19. Promotions and Discounts

Promotional offers may be subject to eligibility criteria, commencement and closing dates, exclusions and other conditions:

- a) discounts cannot be combined or stacked unless expressly stated otherwise;
- b) promotional pricing does not apply retrospectively;
- c) expired promotional codes will not be honoured;
- d) group discounts apply only where the published group requirements are satisfied;
- e) a purchaser cannot claim a later promotion against an earlier completed transaction.

Nothing in this clause affects statutory rights.

20. Privacy

Progressive Play® handles personal information in accordance with its Privacy Policy and applicable Australian privacy law.

The Privacy Policy explains what personal information Progressive Play® collects, why it is collected, how it may be used or disclosed, third-party service providers, sensitive information where applicable, access and correction, storage and security, and privacy enquiries and complaints.

By providing personal information, you acknowledge that it will be handled in accordance with the Privacy Policy and applicable law.

21. Security and Availability

Progressive Play® takes reasonable steps to maintain the security and availability of its website and online services.

Websites and online systems may occasionally be unavailable due to maintenance, upgrades, internet or telecommunications failures, third-party service outages, cybersecurity events, circumstances beyond reasonable control or other technical issues.

Progressive Play® does not promise uninterrupted or error-free access.

Where an outage materially affects a paid service, Progressive Play® will consider an appropriate response having regard to the circumstances, duration and effect of the interruption and applicable law.

22. Suspension and Termination

Progressive Play® may temporarily suspend or permanently terminate access where reasonably necessary because of:

- a) material breach of these Terms or another applicable policy;
- b) unauthorised account sharing;
- c) fraud or attempted fraud;
- d) unlawful activity;
- e) serious security risk;
- f) material intellectual-property infringement;
- g) unauthorised disclosure of protected course content;
- h) abusive, threatening or seriously inappropriate conduct towards Progressive Play®, its personnel or other users;
- i) non-payment of an amount properly due; or another serious misuse of the service.

Where reasonably practicable and appropriate, Progressive Play® may notify the user of the concern and provide an opportunity to respond or remedy the breach before permanent termination.

Immediate suspension or termination may occur where reasonably necessary to protect a person, systems, confidential information, intellectual property or legal interests.

Termination does not affect rights or obligations accrued before termination. Refund consequences, if any, are determined under the applicable Refund Policy and Australian law.

23. Australian Consumer Law

Nothing in these Terms excludes, restricts or modifies a guarantee, right or remedy that cannot lawfully be excluded, restricted or modified under the Competition and Consumer Act 2010 (Cth), including the Australian Consumer Law, or another applicable law.

Where Australian Consumer Law provides a remedy, that remedy applies according to law notwithstanding any other provision of these Terms.

No statement in these Terms should be interpreted as a blanket exclusion of statutory consumer rights.

24. Disclaimers

To the maximum extent permitted by law, Progressive Play® does not warrant that the website will always be uninterrupted or error-free; all third-party websites or platforms will remain available; general educational information will be appropriate for every individual situation; completing training will produce a particular employment, business, therapeutic, educational or financial outcome; or a particular third party, employer, funding body, regulator or professional organisation will recognise

a course unless Progressive Play® expressly states that recognition applies.

Nothing in this clause limits a statutory guarantee or other right that cannot lawfully be excluded.

25. Limitation of Liability

Nothing in these Terms limits or excludes liability to the extent that doing so would be unlawful, including liability that cannot be excluded under the Australian Consumer Law.

Subject to those non-excludable rights and to the maximum extent permitted by law, Progressive Play® is not responsible for loss or damage to the extent caused by:

- a) a user's failure to follow instructions or requirements;
- b) use of training or resources outside the user's qualifications, competence or scope of practice;
- c) unauthorised alteration or misuse of Progressive Play® resources;
- d) acts or omissions of independent third parties outside Progressive Play's® reasonable control;
- e) external websites or platforms outside Progressive Play's® reasonable control;
- f) a user's failure to maintain appropriate equipment, internet access or account security; or
- g) use of information for a purpose materially different from that for which it was supplied.

Where liability may lawfully be limited, any limitation applies only to the extent permitted by applicable law. Nothing in these Terms excludes liability for fraud, wilful misconduct or another liability that cannot lawfully be excluded.

26. Indemnity

To the extent permitted by law, you are responsible for loss, damage, liability, cost or expense reasonably incurred by Progressive Play® to the extent caused by your:

- a) unlawful conduct;
- b) fraud or deliberate misrepresentation;
- c) deliberate or reckless misuse of Progressive Play® systems;
- d) material infringement of Progressive Play® intellectual property;
- e) unauthorised disclosure or distribution of confidential or protected material;
- f) deliberate material breach of these Terms; or
- g) use of Progressive Play® content outside an expressly permitted licence.

This clause does not require you to indemnify Progressive Play® for loss to the extent caused by Progressive Play's® own negligence, breach of contract, unlawful conduct or other act or omission for which Progressive Play® is legally responsible.

This clause is intended to protect legitimate interests and applies only to the extent permitted by law.

27. Complaints and Dispute Resolution

Progressive Play® encourages users to raise concerns promptly so they can be considered and, where possible, resolved.

A complaint concerning a website, platform, purchase or service should first be submitted to Progressive Play® using the contact details published on the website, with sufficient information to identify the issue and the outcome sought.

Progressive Play® will consider complaints in good faith and may request further information reasonably required to understand or investigate the matter.

The parties should make reasonable efforts to resolve a dispute directly before commencing formal proceedings, except where urgent relief is reasonably required, including to protect a person, confidential information or intellectual property, or where a party is exercising a statutory right to approach a regulator, tribunal or court.

Nothing in this section prevents a consumer from contacting the Australian Competition and Consumer Commission, a state or territory fair-trading body, another regulator, an external dispute-resolution body where applicable, or exercising any right available under law.

28. Notices and Communications

Progressive Play® may communicate with users by email, through the learning platform, through an account notification, or by another contact method reasonably associated with the relevant service.

Users are responsible for maintaining a current email address and checking communications relating to their account, enrolment or service.

A notice sent electronically is taken to have been sent when transmitted, subject to evidence that delivery failed. This does not alter any statutory rule that requires a different method or time of service.

Formal notices to Progressive Play® should be sent using the contact details published on progressiveplay.com.au unless a particular policy or agreement specifies another method.

29. Circumstances Beyond Reasonable Control

Progressive Play® is not responsible for delay or failure to perform an obligation to the extent caused by an event beyond its reasonable control, such as natural disaster, severe weather, widespread telecommunications or internet failure, significant third-party platform outage, cyber incident, government action, public emergency or other comparable event.

Progressive Play® will take reasonable steps to minimise the effect of such an event and resume affected services when reasonably practicable.

This clause does not exclude or limit rights or remedies that cannot lawfully be excluded, including rights that may arise where a service cannot be supplied within a reasonable time.

30. Changes to these Terms

Progressive Play® may update these Terms where reasonably necessary, including to reflect changes to law, regulation, technology, services, systems or business practices.

Updated Terms will be published with a revised effective or review date.

Changes will operate prospectively unless otherwise required by law and will not remove rights already accrued under an existing transaction.

Where a change materially affects an ongoing paid service, Progressive Play® will take reasonable steps to make the change available to affected users where appropriate.

31. Assignment and Transfer

A user's rights to an individual account, enrolment, licence or access are personal and must not be assigned, transferred, sold or shared unless Progressive Play® expressly permits the transfer or the applicable specialist policy provides for it.

Progressive Play® may arrange for a service provider or successor to perform administrative or technical functions, provided this does not reduce non-excludable rights and personal information continues to be handled in accordance with applicable privacy law.

Nothing in this section permits Progressive Play® to transfer a contract in a manner prohibited by law.

32. No Waiver

If Progressive Play® does not immediately exercise a right or remedy, that does not mean the right or

remedy has been waived.

A waiver is effective only to the extent clearly communicated and applies only to the particular circumstance for which it is given.

Providing discretionary accommodation, extension, credit or other concession in one case does not create an obligation to provide the same outcome in another case.

33. Severability

If a provision of these Terms is found to be invalid, unlawful or unenforceable, it is to be read down to the minimum extent necessary to make it valid and enforceable where possible.

If it cannot be read down, that provision or the affected part may be severed without affecting the validity of the remaining provisions, to the extent permitted by law.

34. Survival

Provisions which by their nature are intended to continue after access, enrolment or an agreement ends will survive termination or expiry to the extent legally enforceable.

This includes, where applicable, provisions concerning intellectual property, confidentiality, accrued payment obligations, limitations permitted by law, dispute resolution and obligations arising from conduct occurring before termination.

35. Governing Law and Jurisdiction

These Terms are governed by the laws of Queensland, Australia, and applicable Commonwealth laws of Australia.

Subject to any right to commence proceedings in another forum under applicable consumer or other law, the parties submit to the courts and tribunals having jurisdiction in Queensland and any courts hearing appeals from them.

Nothing in this clause limits a consumer's rights under applicable legislation concerning jurisdiction or forum.

36. Entire Agreement, Contact and Review

These Terms, together with the applicable specialist Progressive Play® policies and any specific written terms incorporated into a transaction, record the terms governing the matters they address. They do not exclude representations or rights that cannot lawfully be excluded.

If a specific written agreement expressly states that it overrides part of these Terms, that agreement applies to the extent of the stated inconsistency, subject always to applicable law.

Questions about these Terms may be directed to Progressive Play® using the current contact details published below.

Progressive Play® may review these Terms periodically and publish an updated version when required.

37. Contact Details

Questions, notices and general enquiries relating to these Terms may be directed to Progressive Play® using the following contact details:

Progressive Play®

ABN 64 862 566 558

Email: info@progressiveplay.com.au

Website: www.progressiveplay.com.au

Postal: PO Box 315, Bribie Island, Queensland 4507, Australia

Approved

Date: 4th October 2026.

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