

THE BACK UP

Back Up Therapy — Provider Terms & Conditions of Use

Last updated: July 2025

1. Definitions

- **Provider:** The business or individual supplying product(s) to Back Up Therapy.
 - **Product(s):** The item(s) supplied by the Provider for inclusion in loan kits.
 - **Back Up Therapy:** The company trading as *The Back Up*.
 - **Media:** All promotional, educational, and informational materials (print, digital, social media, newsletters, website, guides).
 - **Member:** Any individual borrowing or trialling products from Back Up Therapy kits.
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2. Permission to Use Products

- Providers consent to the inclusion of their product(s) in Back Up Therapy kits for members to borrow and trial.
 - No ongoing or additional compensation is provided for inclusion or use.
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3. Media, Promotional & Informational Use

Providers grant Back Up Therapy permission to reference and display their product names, and images of the product in:

- Therapist product guides
- Provider contact sheets
- Website content
- Social media (e.g., Facebook, Instagram)
- Newsletters and digital promotions

This licence is **non-exclusive and royalty-free**.

4. Intellectual Property

- Providers retain all intellectual property rights in their products, including names, logos, designs, and brand assets.
- Back Up Therapy is granted a **non-exclusive, royalty-free licence** to use and display product names, images of products in line with this agreement.
- All content created by Back Up Therapy (e.g. guides, checklists, educational documents, promotional material, kit structures, website and digital content) remains the property of Back Up Therapy and may not be reproduced without permission.

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5. Duration & Withdrawal

- This agreement remains in effect until terminated by either party via written notice to backup@baby-play.com.
 - On withdrawal:
 - Back Up Therapy will cease use of the Provider's content in new media and kits.
 - Already published or printed materials cannot feasibly be recalled.
 - Existing printed materials may continue to be used until exhausted.
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6. Product Withdrawal from Kits

- Providers may withdraw their products from future kits with written notice.
 - Back Up Therapy will amend all future bookings accordingly.
 - Products may remain in already confirmed bookings unless withdrawn for safety, quality, or recall reasons.
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7. Product Recall & Notifications

Providers agree to:

- Immediately notify Back Up Therapy of any product recalls or safety advisories.
- Where feasible inform Back Up Therapy of discontinuations or significant product changes.

Back Up Therapy reserves the right to:

- Cease use of any product at any time.
 - Continue use of safe, older versions still available for public sale.
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8. Product Quality & Inspection

Back Up Therapy will use reasonable efforts to ensure products remain in safe, good condition, including:

- Quality control checks
- Member feedback
- Proper storage

Providers may request to:

- Inspect their products in person (at their own time and financial cost), or
 - Receive photos/videos of product condition.
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9. Safety Disclaimer

- Back Up Therapy will provide members with product manuals and safety guidance (where applicable).
 - Members are responsible for the safe and appropriate use of products during their loan period.
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10. Limited Liability

- Members are ultimately responsible for any loss, claim, injury, or damage arising from the use of the Provider's products.
 - Back Up Therapy will take reasonable measures to maintain product safety and usability.
 - Providers agree to supply safe, functional products and to promptly notify Back Up Therapy of any concerns or recalls.
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11. Warranty of Authority

Providers warrant that the person signing the consent form is duly authorised to bind the Provider to these terms.

12. Severability

If any provision is found unenforceable, the remaining provisions remain in full effect.

13. Amendments

- Any amendments must be agreed in writing by both parties.
 - Email correspondence from an authorised Provider representative to backup@baby-play.com is accepted as valid written notice.
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14. Governing Law

This agreement is governed by the laws of **Queensland, Australia**. Any disputes will be subject to the jurisdiction of Queensland courts.