



**SOFTWARE LICENCE FOR**  
**'ATTENTIO' MOBILE APPLICATION AND SUPPORT NETWORK WEBSITE**  
(<https://attentio.com.au>)

**ACCOUNT HOLDER**

**The organisation of this Licence**

**Caveat**

**Section One** outlines Attentio's background information.

**Section Two** outlines the Services provided by Attentio.

**Section Three** outlines Attentio App Structures and Features

**Section Four** outlines the TERMS AND CONDITIONS outlined in this SOFTWARE LICENCE FOR 'ATTENTIO' MOBILE APPLICATION AND SUPPORT NETWORK WEBSITE  
(<https://attentio.com.au>)

**The Terms and Conditions outlined in this contract are for the 'ACCOUNT HOLDER'. Read this document carefully.**

**Section One: Background Information**

Holding Space International Pty Ltd recognises and values neurodiversity.

*Attentio is a digital tool that facilitates young people to develop Executive Function, including emotional regulation, or people of all ages to live with disordered executive function or poor emotional regulation.*

To be independent and realise their potential, EVERY person must develop an identified set of skills referred to as Executive Function. Developed primarily in the brain's frontal lobes, these functions include reasoning, problem solving, working memory, cognitive flexibility, planning, concentration, self-monitoring, self-control, time management and emotional control. EVERY person needs these skills.

Executive function dramatically grows in young people between the ages of 3- and 5-years, steadily increasing throughout adolescence and into early adult years. Working memory and inhibitory control (regulation) begin to decline from as early as 30-40 years, continuing to



decrease in old age. Difficulties with executive function can emerge at any age. Disordered executive functions and/or poor emotional regulation are often caused by ADHD, dementia, depression, schizophrenia, autism and traumatic injuries to the brain. Injuries and illness contribute to executive dysfunction. Trouble with Executive Function can make it difficult to focus, handle emotions, be prepared and organised, solve problems and do many other things needed to have successful days.

Whether developing executive functions and/or poor emotional regulation or living with disordered executive function and/or poor emotional regulation, the individual needs help from others. Relationships with parents, carers and the many people who provide support at different times in their lives, play key roles in the effective building of these very important skills. Our first helpers are our parents or primary carers. They are the people who know us best and they have lots of information to give others about us and to help us. While they are the first people to facilitate our development of executive function, there are many more people throughout our life who provide support and influence the development of executive function or assist as executive function and/or emotional regulation decreases.

ATTENTIO is owned and operated by:

**Holding Space International Pty Ltd**

ABN 51540701395

Director's contact email: [admin@attentio.com.au](mailto:admin@attentio.com.au)

**Holding Space International Pty Ltd**

'Attentio'

PO Box 342

Trinity Beach Queensland 4879

Australia



## Section Two: Attentio Services

**ATTENTIO, Attentio Services**, (the 'Services') comprises the **Attentio Mobile Application** (the 'App') and the **Support Network Website** (<https://attentio.com.au>) (the '**Website**'). You are advised to seek Independent Legal Advice before entering into this Agreement.

### 1. User Categories, Roles and Authorities

- (a) There are three categories of '**ATTENTIO USERS**', people who use Attentio Services. Attentio Users are described according to the role they fulfill when using Attentio Services.
  - (i). Role 1 is the "**ACCOUNT HOLDER**".
    - (A) The Account Holder is the person who sets up the Attentio account by way of monthly **Subscription**, the 'Subscription', the 'Account'.
    - (B) The Account Holder manages their '**Attentio Account**' (the '**Account**'), which includes the Attentio Services, Account Users and Supporters.
    - (C) The Account Holder creates and manages the Account User's profile, determining content about the Account User and features to be used by the Account User.
    - (D) The Account Holder manages the Account User and Supporter(s) access to the Account User's profile.
  - (ii). Role 2 is the '**ACCOUNT USER**'.
    - (A) The Account User is the dependent (child or adult) who needs help to either develop executive function or to cope with the challenges of disordered executive function.
    - (B) The Account User has access to their Account User profile by way of the Account User App interface.
    - (C) The Account User does not have access to the Website.
    - (D) The Account User's information and support requirements provide the content for the Account User profile that is managed by the Account Holder.
  - (iii). Role 3 is the '**SUPPORTER**'.
    - (A) The Supporter is anyone who helps the Account User but is NOT the Account Holder.



- (B) The Supporter could be (but is not limited to) a relative such as a co-parent or grandparent; a teacher or teacher aide; a childcare worker or assistant; a disability support worker; or medical staff or a medical specialist.
- (C) The Supporter provides support for the Account User
- (D) The Supporter uses the App to access the Account User's profile and understand the supports and interventions needed for the Account User to have positive experiences.
- (E) The Supporter provides feedback about their interactions with the Account User, as agreed between the Account Holder and the Supporter.
- (F) The Supporter interacts with the Account Holder using this App and in real life, beyond this App.

(b) **Roles and authorities of the Account Holder**

- (i) The **ACCOUNT HOLDER** is the person who
  - (A) is aged 18 years or older; and
  - (B) is either the dependent's parent or carer; or
  - (C) has legal authority for the adult dependent as a Guardian, Administrator, or both; or
  - (D) has Enduring Power of Attorney; AND
  - (E) resides with the person outlined in 1(b)(i)(A) to 1(b)(i)(D).
- (ii) The **Account Holder has the responsibility to**
  - (A) subscribe to Attentio via the App, 'the Account', 'the Subscription', after agreeing to the Terms;
  - (B) paying all fees associated with their Attentio Account;
  - (C) create each Account User profile by
    - (I) paying the fee for each Account User profile
    - (II) purchasing a minimum of one up to a maximum of eight Account User profiles per **Subscription**.
  - (D) collaborate with the Account User, as much as possible, to create the Account User's profile comprising information, the '**Content**', the 'words, images, audio, video or other documentation about and for' the Account User;



- (E) prepare and activate the '**Features**', the 'functions, services, interfaces and level of functionality' for the Account User to access on the Account User App interface;
- (F) invite the Account User to access their profile Content via the Account User App interface;
- (G) ensure the Account User is aware of the Terms and Conditions and Privacy Policy before accepting the Attentio invitation from the Account Holder;
- (H) teach the Account User the manner in which to use the tools, the **Features** available on the Account User App interface;
- (I) monitor the Account User's use of the App Features and make necessary adjustments to facilitate the Account User's Executive Function;
- (J) create up to 8 Account User profiles per Attentio Account;
- (K) provide accurate and professionally informed plans of action to achieve a specific purpose, the '**Strategies**', to facilitate the Account User developing Executive Function and/or living with disordered Executive Function;
- (L) choose, create, edit and manage Content, Features and Strategies within each Account User profile;
- (M) be mindful of the Account User's human rights, dignity and privacy when adding Content and Strategies, and selecting Features for the Account User profile;
- (N) be mindful of the Account User's human rights, dignity and privacy when discussing the App or particularities of the Account Holder, the Account User or a Supporter when using the Website;
- (O) updating Content in the Account User's profile to reflect the Account User's current circumstances. Holding Space International Pty Ltd recommends reviewing Content and Strategies at least every month;
- (P) manage Account User and Supporter access to the Account User's profile by:
  - (I) not sharing passwords or login details with any person;
  - (II) selecting trustworthy people to fulfil the role of the Supporter;



- (III) selecting a Supporter who the Account User has frequent or prolonged contact with AND the Account User relies upon for support;
- (IV) inviting the complimentary Supporter to access the Supporter App interface linked to the Account User;
- (V) purchasing extra Supporter/s subscriptions (as needed) to access the Account User's profile for an additional fee
- (VI) as required, terminating Supporter access to the Account User profile by either deleting the Supporter account or not renewing the Supporter at the time of Subscription and at the discretion of the Account Holder;
- (VII) as required, removing the Account User profile, including the Account User interface and linked Supporter interface, at any time without notice;
- (VIII) being mindful the Supporter or Account User may delete the Attentio App without the Account Holder's permission or knowledge;
- (IX) if appropriate, reinstating the Account User's access to the Account User App interface;
- (X) if appropriate, reinstating the Supporter's access to the Supporter App interface;
- (Q) access the complimentary **Website** with the Account Holder's App login details;
- (R) use the Attentio Website as intended;
- (S) maintain the privacy of all members of Your Attentio Account, other Attentio subscribers and Attentio employees;
- (iii) In the event the Account Holder requires help to fulfill their roles and authorities when using Attentio App and Website, the Account Holder is advised:
  - (A) It is incumbent upon the Account Holder, the Attentio licence holder, to ensure anyone helping the Account Holder to fulfil Attentio Account Holder roles and authorities is aware of and understands the meaning of the '**Account User Terms and Conditions**', the Terms' and the **Attentio Privacy Policy**. This recommendation does not preclude independent Legal advice;



- (B) DO NOT share Account Holder login details with anyone;
- (C) The Account Holder can report abusive behaviour such as attempts to access Your Attentio account to the appropriate person; that is the police or line manager if You are working for an organisation that has legal authority of the minor, the Account User, such as, but not limited to, Child Safety;

(c) **Role and authorities of the Account User**

- (i) The **Account User** is the dependent (adult or child) who needs assistance with Executive Function and Emotional Regulation.
- (ii) The Account User is either learning to develop Executive Function and/or Emotional Regulation or is living with the challenges of disordered Executive Function and/or poor Emotional Regulation.
- (iii) The Account User can be
  - (A) Under 18 years old under the legal care of the Account Holder in their role as parent, carer, or guardian;
  - (B) 18 years old or older and be legally dependent or supported by a Guardian, Administrator, or both; or an Enduring Power of Attorney
  - (C) 18 years or older and, in the first instance subscribed to Attentio as the Account Holder, and in the second instance as the Account User.
- (iv) The Account User profile is created by the Account Holder who
  - (A) identifies dependents for whom they will create the Account User profile comprising CONTENT and STRATEGIES;
  - (B) creates the Account User profile by paying an additional fee for each Account User profile;
  - (C) chooses all Supporters who are given access to the Supporter App interface
    - (I) assign the non-transferable, complimentary Supporter to the Supporter App interface;
    - (II) assign additional Supporter to the Supporter App interface for a fee;



- (D) customises Content, Strategies and Features to be used by the Account User via the Account User App interface;
  - (E) shares Account User Content, Strategies and Features with the Supporter via the Supporter App interface
  - (F) monitors the currency and effectiveness of Account User Content, Strategies and Features
  - (G) Accepts feedback from the Supporter about the Account User and Supporter interactions
- (v) The Account User can independently use the Routine time as set up by the Account Holder.
- (vi) The Account User can access all Content, Strategies and Features independently.
- (vii) The Account User cannot make changes to the Account User Content, Strategies or Features.
- (d) **Role and authorities of the Supporter**
- (i) The **Supporter** is another person who helps the Account User either develop Executive Function and/or Emotional Regulation or live with the challenges of disordered Executive Function and/or poor Emotional Regulation.
  - (ii) The Supporter could be (but is not limited to) a relative such as a co-parent or grandparent; a teacher or teacher aide; a childcare worker or assistant; a disability support worker; or medical staff or a medical specialist. The Supporter is someone with whom the Account User has frequent or prolonged contact.
  - (iii) The Account Holder has the option to assign a complimentary Supporter to each Account User.
  - (iv) The Account Holder has the option to pay for additional Supporter's to each Account User upon paying the additional Supporter fees.
  - (v) The Account Holder invites the Supporter to access the Supporter App interface that is linked to the Account User.
  - (vi) The complimentary Supporter for each Account User profile is not transferrable.





- (vii) Additional Supporters can be linked to the Account User for an additional fee.
- (viii) The same Supporter can be used for different Account Users; but
  - (A) The Supporter is linked to the Account User's profile as the complimentary Supporter; or
  - (B) The supporter is linked to the Account User's profile because the Account Holder has paid an additional fee after having already used the complimentary Supporter.
- (ix) The Supporter is able to view the Account User's profile on their Supporter App interface but cannot make changes.
- (x) The Supporter is able to provide the Account Holder with feedback about the Account User's behaviours, including use of Attentio, using the '**Feedback**', component on the Supporter App interface. The feedback provided by the Supporter
  - (A) is the sole opinion of the Supporter;
  - (B) is linked to the Account User's profile;
  - (C) is visible to the Account Holder when using the Account Holder's App interface;
  - (D) is not visible to the Account User;
  - (E) is intended to be brief;
  - (F) is intended to be directly related to their observations of the Account User during their time together;
  - (G) should not be inflammatory, derogatory, offensive or racist
  - (H) could be used by the Account Holder in other forums such as in a court of law, if required, as it fulfils the conditions of a diary.
- (xi) The Supporter should inform the Account Holder, either in discussion or writing, their wish to cease their role of Supporter in Attentio.
  - (A) The Account Holder can remove the Supporter from Attentio at any time without notice.



### Section Three: Attentio App Structure and Functions

- (i) The Attentio Mobile Application (the 'App') provides a structure to organise, customise and access Content, Strategies and Features to support the Account User (dependent)i who is either developing Executive Function and emotional regulation or living with disordered executive function and poor emotional regulation.
- (ii) The information selected, recorded and stored in Attentio by the Account Holder, is collated in '**General**', '**Routines**', '**Activity**' and '**SOS**'.
  - (A) The Account Holder is able to monitor the frequency in which Content is updated in the Account User's profile.
  - (B) The Account Holder can select, record and store **Content**, the 'words, images, and videos', in the Account User's profile where App features allow such an action to take place.
  - (C) The Account Holder is reminded to be mindful of the Account User's human rights, dignity and privacy when adding Content and Strategies to the Account User profile.
- (iii) The **General Content** selected, recorded and stored in the App by the Account Holder is based on the Account Holder's interpretation of their knowledge about the Account User, at the time it is created. The information in '**General**' is intended to provide information about the Account User's personal preferences, ways of communicating and ways of processing information, and the Account User's responses to sensory stimuli or situations.
  - (A) Content in '**General**', appearing as '**Likes and Dislikes**' pertains to the Account User's personal preferences and is specific to, and organised and labelled as, 'loves', 'likes', 'okay', 'dislikes' and 'loathes'. The Account Holder is responsible for all Content in each of these categories.



- (B) Content in '**General**', appearing as '**Communication**', pertains to the Account User's personal preferences for communicating and is specific to, and organised and labelled as, '**Speaking and Listening**', '**Facial Expressions**', '**Body Gestures**', '**Hand Gestures**', '**Reading and Writing**', '**Drawing**', '**Technology**', and '**Eye Contact**'. The Account Holder is responsible for all Content in each of these categories.
  - (C) Content in '**General**' appearing as '**Processing Time**', pertains to factors influencing the Account User's ability to process information, and is specific to, and organised and labelled as '**Number of instructions**', '**Check for understanding**', '**Thinking Time**', '**Time to complete tasks**', and '**Time pressures**'. The Account Holder is responsible for all Content in each of these categories.
  - (D) Content in '**General**' appearing as '**Triggers**', pertains to a person, place, thing, or situation that elicits an intense emotional response from the Account User and is specific to, and organised and labelled as, '**Common triggers**', '**Sensory triggers**' and '**Other triggers**'. '**Common triggers**' are types of triggers that elicit an intense emotional response in many people. '**Sensory triggers**' pertain to Account User dislikes according to smell, sound, taste, proximal distance, touch and visual stimuli that elicit an intense emotional response. '**Other triggers**' pertain to '**Human triggers**', '**Animal triggers**' and '**Situation triggers**' that elicit an intense emotional response from the Account User. The Account Holder is responsible for all Content in each of these categories.
- (iv) The **Routines** Content selected, recorded and stored in Attentio by the Account Holder is intended to provide the Account User with an overview of activities comprising the morning, afternoon and or evening routine and the duration of time allotted by the Account Holder for each activity to be completed. The Account Holder is responsible for all words, images, video, audio and other documentation selected uploaded in each of these categories.
- (A) The use of the timer provided in '**Routine**' is a decision made by the Account Holder in accordance with their interpretation of



the Account User's needs at the time of uploading the information.

- (v) The Activity Content selected, recorded and stored in Attentio by the Account Holder is intended to provide the Account User with '**Details**' of a specific activity and an associated '**Checklist**' for the Account User as created by the Account Holder.
  - (A) The **Activity** is ascertained by the Account Holder
  - (B) The **Activity** is given a title that will be remembered by the Account User
  - (C) The **Details** provided are intended to prepare the Account User for the Activity by
    - (I) informing the Account User what to expect when they participate in the specified activity;
    - (II) including specific information about the manner in which the Activity will be affected by the climate, people, transport, mood, movement, budget and reminder
    - (III) The Account Holder has the option provide additional Details
  - (D) The **Checklist** is an optional feature the Account Holder can use to help the Account User gain independence when getting ready for the Activity.
  - (E) The **Checklist** facilitates the Account User to
    - (I) keep track of what needs to be done and ensures that the work completed is in accordance to the requirements provided in the checklist.
  - (F) The Account Holder is responsible for all words, images, video, audio and other documentation selected and/or uploaded in Activity '**Details**' and '**Checklist**'.
- (vi) The **SOS** Content selected, recorded and stored in Attentio by the Account Holder is intended to provide information about the manner in which the Account User demonstrates '**Signs of Distress**' and being '**Overwhelmed**' and what the **Supporter** or the **Account Holder** can do



to support the Account User while they are in that particular state of being. '**SOS**' is also intended to provide information about specific considerations when supporting the Account User to '**Returning to calm**' and general '**Tips for Support Person**' that can be utilised by the **Supporter** or the **Account Holder** at any time. The Account Holder is responsible for all words, images and other documentation selected and/or uploaded in **SOS**.

(A) In **SOS Signs of Distress**

- (I) '**Signs**' recorded and stored in '**Signs of Distress**' in **SOS** are intended to provide easily accessible information to the **Supporter** or the **Account Holder** about the manner in which the Account User communicates they are experiencing Distress;
- (II) '**Strategies**' recorded and stored in '**Signs of Distress**' are intended to provide strategies that have, up until of being recorded in the App, facilitated the Account User's stress relief and emotional regulation;
- (III) The **Account Holder** is responsible for all Content and Strategies in **Signs of Distress**.
- (IV) The Supporter is responsible for providing Feedback to the Account Holder about the viability of Strategies recommended for reducing the Account User's distress.
- (V) The Account Holder is responsible for updating Content and Strategies in **Signs of Distress** based on the Account Holder's and Supporter's observations, discussions, new and existing knowledge and skills **and** in a timely manner

(B) In **SOS Overwhelmed**

- (I) '**Signs**' selected, recorded and stored in **SOS Overwhelmed** are intended to provide easily accessible information to the **Supporter** or the **Account Holder** about the manner in which the Account User communicates they are Overwhelmed;



- (II) 'Strategies' selected, recorded and stored in **SOS Overwhelmed** are intended to provide easily accessible information to the **Supporter** or the **Account Holder** about specific Strategies that, when applied, are known to provide the necessary support to help the Account User regulate their emotions;
  - (III) The **Account Holder** is responsible for all words, images and other documentation selected and/or uploaded in **Overwhelmed**;
  - (IV) The Supporter is responsible for providing Feedback to the Account Holder about the viability of Strategies recommended for supporting the Account User's when they are **Overwhelmed**;
  - (V) The Account Holder is responsible for updating Content and Strategies in **Overwhelmed** based on the Account Holder's and Supporter's observations, discussions, new and existing knowledge and skills **and** in a timely manner.
- (C) In **SOS Return to Calm**
- (I) Content is selected, recorded and stored under the considerations of '**Amount of time usually needed**', '**Proximity**', '**Calming words**', '**Reassurance**', '**Coming body movements**', and '**Introduction of item**';
  - (II) Content is intended to provide easily accessible information to the **Supporter** or **Account Holder** about factors that should be considered when providing relevant and effective support for the Account User.
  - (III) The Account Holder is responsible for Content in **Return to Calm**.
  - (IV) The Account Holder is responsible for updating Content in **Return to Calm** based on the Account Holder's and



Supporter's observations, discussions, new and existing knowledge and skills, and in a timely manner.

(D) In **SOS Tips for Support Person**

- (I) **Strategies** selected, recorded and stored in '**Tips for Support Person**' are intended to be general tips the anyone interacting with the Account User can apply at all times.
- (II) The Account Holder is responsible for all Content and Strategies in **Tips for Support Person**.
- (III) The Account Holder is responsible for updating Content and Strategies in **Tips for Support Person** based on the Account Holder's and Supporter's observations, discussions, new and existing knowledge and skills, and in a timely manner.

i. **The Attentio Website**

- (i) The **Attentio Website**, (<https://attentio.com.au>) (the '**Website**') is a complimentary service for the Account Holder to guide the Account Holder's use of the App; that is, the App's Content, Strategies and Features;
- (ii) The Website is accessible ONLY to the Account Holder
- (iii) The Website is NOT accessible by the Account User or Supporter.
- (iv) The Website enables Account Holders to have discussions with other Account Holders, Attentio staff and specialists invited by Attentio as Special Guests.
- (v) The Website is intended to assist the Account Holder to
  - (A) understand or share the reasoning underpinning the App's features;
  - (B) understand the language used in the App's features;
  - (C) operate and make adaptations in accordance with the App's features;
  - (D) select or create content within the App features to support the Account User; and
  - (E) suggest functions they would like the App or Website to perform.



## Section Four: Terms and Conditions (Licence)

### Warning

**ATTENTIO, Attentio Services**, comprises the **Attentio Mobile Application** (the '**App**') and the **Support Network Website** (<https://attentio.com.au>) (the '**Website**').

These Terms govern the use of the Attentio Services, and any other related Agreement or legal relationship with the Owner in a legally binding way.

**The Terms and Conditions outlined in this contract are for the 'ACCOUNT HOLDER'.**

**The Account Holder, as an Attentio user, must read this document carefully.**

The **Account Holder** is the person who purchases the monthly '**SUBSCRIPTION FEE**' the '**LICENCE**', the '**FEE**'. Access to the App and the Website is via the **Account Holder's Account**, the 'Attentio Account', 'the Account'.

Holding Space International Pty Ltd recognises that the Account Holder may need help to use the App. Any person helping the Account Holder and using the Account Holder's approved access to the App and the Website is bound by the same Terms and Conditions outlined in this document.

The Account Holder must be over 18 years of age, or the biological parent, to purchase the monthly licence, '**SUBSCRIPTION**'. The Subscription is a recurring monthly fee paid by the Account holder comprising the Account Holder's Attentio Account, each Account User (limited to 8 Account Users), and each Supporter (except for the one complimentary Supporter provided by Attentio for each Attentio Account). The Account Holder's Attentio Account includes the App and the Website. **ONLY** the Account Holder has access to the Website. The Website can only be accessed after purchasing the monthly Subscription Fee. The Website can only be accessed using the Account Holder's password created at the time of setting up the Attentio account on the **App**. The Account Holder must be over 18 years of age, or the biological parent, to purchase the monthly Licence or Subscription fee to create their Attentio Account.

In the Subscribed Attentio Account, the Account Holder can create up to 8 Account User profiles. The '**Account User**' is a dependent: a child for whom the Account Holder has legal authority or an adult for whom the Account Holder is legally recognised as an Enduring Power of Attorney (Powers of Attorney Act 1998 (Qld) (section 44(1) Version 4), and/or a Guardian or Administrator (Administration Act 2000 (Qld), or both.





The **Account User** is the dependent who needs help to develop executive function or cope with the challenges of living with disordered executive function. The Account Holder creates, by paying a subscription fee, up to eight discrete, customised Account User profiles comprising **Content, Strategies, and Features**. Content, Strategies and Features are assembled in the Account User's profile in 'General', 'Routines', 'Activity', and 'SOS' in the Account User's profile. The Account Holder controls the Account User's access to the Account User App interface. The Account Holder links a Supporter to the Account User profile by way of the Supporter App interface. Using the App, the Supporter is able to view the Account User's profile and provide the Account Holder with feedback about the Account User's behaviours during interactions between the Account User and the Supporter.

The Account Holder can share the Account User's information that has been recorded and stored in the Account User's profile with the 'SUPPORTER' (the person who is granted access, by the Account Holder, to the Account User's information via email invitation). The ACCOUNT HOLDER is responsible for all information held under the Account User's profile and information shared with the Account User and Supporter/s.

Information about the content included in the App is outlined in section in Section Two of this Licence and in the Privacy Policy. All Sections of this Licence and the Privacy Policy should be read carefully.

The ACCOUNT HOLDER is only offered access to the App and Website on condition they read and accept all the terms of this agreement. You, the Account Holder, should only proceed with subscription to the ATTENTIO MOBILE APPLICATION if the Account User for whom You have purchased the subscription is a child for whom You have legal authority or an adult for whom You are legally recognised as an Enduring Power of Attorney, or Guardian, or Administrator, or any combination of these.

Permission to use this software is conditional upon You, the '**ACCOUNT HOLDER**', the '**LICENSEE**', agreeing to the terms set out below. This software comprising 'ATTENTIO', the Mobile Application ('the App') and the Support Network Website (<https://attentio.com.au>) ('the Website'), is only offered to You on condition that You read and accept all the terms of this licence and wish to become a licensee of the software. Acceptance will bind You and each 'Account User' (your dependent for whom Attentio content has been created; the person whose information has been recorded and stored in the App) and each 'Supporter' (the person who provides care/support for the Account User. Care/support can be provided in person, by another person acting in stead of the Supporter and/or via digital technology not limited to Attentio) that You select by providing one or more copies of the App to the terms of the licence. By clicking "I Accept", You will be deemed to have accepted the following terms. If You do not wish to accept the terms, You must not click "I Accept" and You may not use the software.



## **1. Licence**

- (a) Pursuant to this licence, the licensee acquires a non-exclusive right to:
  - (i) use the attached program on the basis of a seven-day trial licence;
  - (ii) following the seven-day trial, continue usage on the basis of a monthly subscription licence; and
  - (iii) subject to the terms and conditions set out below.
- (b) The licensee may make a back-up copy of the program for security purposes. Apart from the previously mentioned rights, the licensee's right to reproduce or adapt the program is limited to the extent expressly permitted by part 3 division 4A of the Copyright Act 1968 (Cth).

## **2. Licence fee**

- (a) Following the seven-day free trial, the licensee is not entitled to use the program until the licence fee has been paid in the manner specified on the Attentio Mobile Application or on the <https://attentio.com.au> website.
- (b) Subscription provides access for one Account Holder to hold an Attentio Account via the Account Holder interface. An additional fee purchases an Account User to the Account Holder's Attentio account and access for that Account User to use the Account User interface. The Attentio Account provides one complimentary Supporter who is attached to the selected Account User/s. An additional fee purchases additional Supporters which are attached to specific Account Users.
- (c) In the instance where the Account Holder and the Account User are the same person, the person is first and foremost, bound by the Account Holder Terms and Conditions, Privacy Policy and all appropriate Subscription Fees. To also be an Account User, the Account Holder must follow the steps to set up the Account User which would be in their name and the complimentary Supporter attached to their Account User profile.
- (d) The Account Holder, Account User and Supporter each have distinctive interfaces. To gain the benefits of each interface, a subscription fee must be purchased except in the case of the one complimentary Supporter for each Attentio Account.
- (e) The Account Holder pays a monthly subscription fee to create an Account User profile; invite the Account User to access their Account profile via the Account



User interface; and attach the complimentary Supporter to view the Account User profile via the Supporter interface.

- (f) Up to 8 Account Users can be added to and managed on the Account Holder's version of the Attentio App.
- (g) Additional Supporters can be added to an Account User at an additional cost.
- (h) Only the Account Holder has access to the Website. The Website is a complimentary service to guide App usage and network with other Account Holders who share their interests.
- (i) Website access is enabled by using the password created at time of Subscription to the App. Only Account Holders can have discussions with other Account Holders, Attentio employees or guests who have been invited by Attentio to share their specialised knowledge and skills.
- (j) Discussions are enabled on Attentio's Website to help the Account Holders to share information about, but not limited to:
  - (i) the reasoning underpinning the App's features;
  - (ii) the language used in the App's features;
  - (iii) Attentio functions;
  - (iv) creating content in accordance with App features;
  - (v) content considerations pertaining to specific needs, behaviours and abilities presented by an Account User; and
  - (vi) suggestions for future functions Account Holders would like the App or Website to perform.
- (k) As part of the registration process that gives you access to the App and the Website, You may be required to provide personal information about Yourself (such as identification or contact details), and other information including associated Account User and Supporter details.
  - (i) **Your personal details** include
    - (A) Email address
    - (B) Preferred username
    - (C) Telephone number
    - (D) Password
  - (ii) **Account User details** include
    - (A) Email address



- (B) Preferred username
- (C) Date of birth
- (D) Telephone number
- (E) Password
- (iii) **Supporter details** include
  - (F) Email address
  - (G) Preferred username
  - (H) Telephone number
  - (I) Password

- (I) You must not share Your Attentio password under any circumstances and to do so will be considered a breach of this agreement.

### 3. Documentation

This licence extends to any accompanying documentation not created by the licensee, the Account Holder, that is created by Attentio or other parties associated with Attentio. The accompanying documentation may not be copied, modified or used in any way not contemplated or expressly authorised by this agreement.

### 4. The program

The 'PROGRAM' includes the App, the Website, and accompanying documentation created by Attentio and other parties associated with Attentio. The program may not be copied, modified or used in any way not contemplated or expressly authorised by this agreement.

### 5. Licensee's obligations

The licensee undertakes the following obligations:

- (a) to not copy, reproduce, translate, adapt, reverse engineer, decompile, vary or modify the mobile application, website or accompanying documentation without the express consent of Holding Space International Pty Ltd, except as expressly authorised by this agreement or part III division 4A of the Copyright Act 1968 (Cth);
- (b) to supervise and control the use of the mobile application, website and accompanying documentation in accordance with the terms of this licence;
- (c) to supervise and control the language used in and in relation to the Account User's profile in the mobile application, website and accompanying documentation;



- (d) to refrain from unauthorised use of the Account User's or Supporter's name, image or other identifiable characteristics on the Website without their written consent.
  - (i) The Account User agreeing to the Terms to access the Account User's version of Attentio App does not qualify as authorised written consent to use their name, image or other identifiable characteristics on the Website.
  - (ii) The Supporter agreeing to the Terms to access the Supporter's version of Attentio App does not qualify as authorised written consent to use their name, image or other identifiable characteristics on the Website.
- (e) to ensure its employees, sub-contractors, Account Users and Supporters and other agents who have authorised access to the mobile application, website or accompanying documentation are made aware of the terms of this licence;
- (f) to not provide or otherwise make available the program in any form to any person other than those referred to in paragraph 5(d) of this document without the written consent of Holding Space International Pty Ltd;
- (g) to not give, lease, assign, licence, sub-licence, transfer, distribute, disclose, disseminate or publish the software in any form to any other person or attempt to do any of these acts;
- (h) to not use the program for or in connection with a service bureau operation;
- (i) access and use of the Website is limited, non-transferable and allows for the sole use of the Website by the Account Holder for the purposes of Holding Space International Pty Ltd providing the Services;
- (j) to not use the Services or the Website in connection with any commercial endeavours except those that are specifically endorsed or approved by the management of Holding Space International Pty Ltd;
- (k) to not use the App or Website for any illegal and/or unauthorised use which includes collecting email addresses of Members by electronic or other means for the purpose of sending unsolicited email or unauthorised framing of or linking to the Website;
- (l) to not use the App or Website to post inflammatory, derogatory, offensive or racist language or references.



- (m) You agree that commercial advertisements, affiliate links, and other forms of solicitation may be removed from the Website without notice and may result in termination of the Services. Appropriate legal action will be taken by Holding Space International Pty Ltd for any illegal or unauthorised use of the Website; and
- (n) You acknowledge and agree that any automated use of the Website or its Services is prohibited.

## **6. Warranty**

- (a) The licensee acknowledges that the mobile application, website and accompanying documentation cannot be guaranteed error free and further acknowledges that the existence of any such errors must not constitute a breach of this agreement.
- (b) Despite clause 6(a), Holding Space International Pty Ltd warrants that the program will in all material respects perform in accordance with the documentation.
- (c) Subject to clause 6(d), Holding Space International Pty Ltd will not be liable for any indirect or consequential loss or damage arising out of a breach of this agreement or arising out of the supply of a defective program.
- (d) Nothing in this agreement excludes, restricts or modifies any condition, warranty, right or liability implied in this agreement or protected by law to the extent that such exclusion, restriction or modification would render this agreement or any provision of this agreement void, illegal or unenforceable. Subject to the previously mentioned exclusion, restriction and modification, any condition, warranty, right or liability which would otherwise be implied in this agreement or protected by law is excluded.
- (e) The licensee acknowledges that:
  - (i) prior to entering into the monthly subscription licence, a reasonable opportunity has been provided, in the form of the seven-day free trial period, to assess the suitability of the program;
  - (ii) at no time prior to entering into this agreement has it relied on any representation by Holding Space International Pty Ltd regarding the program which the licensee has not been able to verify, or had the opportunity to verify, independently;



- (iii) there is no obligation to continue use of the program beyond the trial period, and continued use of the program takes place after the opportunity to evaluate the program during the trial period; and
  - (iv) prior to entering into the monthly subscription licence, the licensee has been given a reasonable opportunity:
    - (A) to satisfy itself that the program corresponds with any representation made by Holding Space International Pty Ltd; and
    - (B) to examine the program for any apparent defects, and that the licensee has availed itself of that opportunity.
- (f) The application of the United Nations Convention on Contracts for the International Sale of Goods (the Vienna Convention) to this agreement (by virtue of any law relevant to this agreement) is excluded.
- (g) Pursuant to section 64A of the Australian Consumer Law:
  - (i) this sub-clause applies in respect of any of the goods or services supplied under this agreement which are not of a kind ordinarily acquired for personal, domestic or household use or consumption, provided that this sub-clause will not apply if the licensee establishes that reliance on it would not be fair and reasonable; and
  - (ii) liability for breach of a guarantee conferred by the Australian Consumer Law other than those conferred by sections 51-53 of that law, is limited:
    - (A) in the case of goods, to any one of the following as determined by Holding Space International Pty Ltd, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods or the payment of the cost of having the goods repaired; and
    - (B) in the case of services, to any one of the following as determined by Holding Space International Pty Ltd, the supplying of the services again or the payment of the cost of having the services supplied again.

## 6. Copyright and trademarks

- (a) The licensee acknowledges that the program, the Attention Mobile Application and the <https://attentio.com.au> Website, and accompanying documentation are





the subject of copyright. The licensee will not during or any time after the expiry or termination of this licence permit any act which infringes that copyright and, without limiting the generality of the previously mentioned copyright, the licensee specifically acknowledges that it may not copy the program except as otherwise expressly authorised or acknowledged by this agreement.

- (b) You must not during or at any time after the expiry or termination of this licence permit any act which infringes the supplier's trademarks used in connection with the software (TM 2338869; TM 2338868).
- (c) The licensee will indemnify Holding Space International Pty Ltd fully against all liabilities, costs and expenses which Holding Space International Pty Ltd may incur to a third party as a result of the licensee's breach of the copyright provisions of this licence.

## **7. Term of licence**

- (a) The trial licence commences upon the licensee's acceptance of these terms and conditions. The licence will continue beyond the trial period upon commencement of payment of the monthly subscription licence fee including additional services and fees selected by the licensee.
- (b) This licence may be terminated in the following circumstances:
  - (i) if the licensee is in breach of any term of this agreement;
  - (ii) if the licensee, being a corporation, becomes the subject of insolvency proceedings;
  - (iii) if the licensee, being a firm or partnership, is dissolved;
  - (iv) if the licensee destroys the program and accompanying documentation for any reason; or
  - (v) if the licensee uses the App, Website or accompanying documentation to engage in direct or indirect discrimination, bullying, harassment and/or victimization.
- (c) Upon termination, the licensee or its representative will destroy any remaining copies of the program and documentation or otherwise return or dispose of such material in the manner directed by Holding Space International Pty Ltd.
- (d) Termination pursuant to this clause will not affect any rights or remedies which Holding Space International Pty Ltd may have otherwise applied under this licence or at law.





- (f) In the event You, the Account User, assume the role of Account Holder or Supporter on this or any other subscription to Attentio, You must agree to the assigned Terms and Conditions pertaining to that specific role to gain access to the role determined interface of the Attentio App, Website and/or accompanying documentation permitted under that role.

## **8. Disclaimers**

- (a) 'ATTENTIO' and 'HOLDING SPACE INTERNATIONAL PTY LTD' ['**WE**'] disclaim all liability resulting from any views or any information posted on the App, the Website and accompanying documentation. We recommend You seek appropriate independent professional advice before entering into any commitment based on these views. You should not rely on these views.
- (b) We disclaim all liability resulting from Information shared between the Account Holder and other users of the Website (<https://attentio.com.au>). You agree and acknowledge Holding Space International Pty Ltd, by way of the App and the Website, provide a platform to share information and ideas pertinent to the Account Holder's reason/s for subscribing to the Website and the App.
- (c) We disclaim all liability resulting from Information shared between the Account Holder, the Account User and Supporters. The Account Holder is solely responsible for any and all content that describes or relates to the Account User and is added to the Attentio Mobile Application. The Account Holder is solely responsible for sharing any and all content added to the Attentio Mobile Application. Correspondence between the Account Holder, the Account User and the Supporters is solely between the Account Holder, the Account User and the Supporters and does not involve Holding Space International Pty Ltd.
- (d) We disclaim all liability resulting from how the Account User engages with the Attentio App. You agree strategies outlined in the Account User's profile may not work as anticipated by the Account Holder or the Supporter. Attentio is not responsible for how the Account Holder or Supporter engages the Account User with any feature in the Attentio App.
- (e) We disclaim all liability resulting from how the Supporter engages with the Attentio App. You agree notes recorded by the Supporter are the sole opinion of the Supporter and does not involve Holding Space International Pty Ltd. You agree information shared with the Supporter by way of the Attentio App does not guarantee the Supporter will use the information or act in the best interests of the Account User. You agree conflict arising between You and the Supporter



pertaining to content in and the use of Attentio is between You and the Supporter and does not involve Holding Space International Pty Ltd.

- (f) The views and opinions expressed on the App and the Website and accompanying documentation are those of the authors and do not necessarily reflect the official policy or opinions of Holding Space International Pty Ltd. Any content provided on the App or the Website by other subscribing Account Holders, employees, or authors are of their opinion, and are not intended to malign any religion, ethnic group, club, organisation, company, individual or anyone or anything. If You believe the views and opinions expressed on the App, Website or accompanying documentation breach human rights, You are obligated to inform Youth Development Our Way Together Pty Ltd, via Attentio contact details, in a timely manner.
- (g) All product, product specifications and data on the Website and the App are subject to change without notice to improve the reliability, function, design or otherwise.
- (h) The material on the App and the Website is not and should not be regarded as legal advice. You and all Attentio Account Members should seek your own legal advice where appropriate. Every effort is made to ensure the material is accurate and up to date. However, we do not guarantee or warrant the accuracy, completeness, or currency of the information provided.
- (i) You agree and acknowledge we are not providing health care, medical or nutritional therapy services, or attempting to diagnose, treat, prevent or cure any physical, mental or emotional issue, disease or condition. Do not use our information to diagnose, treat, cure or prevent any disease or behaviour as a substitute for the advice of a health professional.
- (j) You agree and acknowledge suggestions or requests You make for future versions of Attentio may or may not be adopted.
- (k) We do not accept any liability for any injury, loss or damage caused by use of the information provided in our App or Website. The information may include the views or recommendations of third parties and does not necessarily reflect the views of Holding Space International Pty Ltd or indicate a commitment to a particular course of action.
- (l) We make every effort to provide quality information in our App and Website. However, we do not provide any guarantees, and assume no legal liability or responsibility for the accuracy, currency or completeness of the information. You



should obtain advice relevant to Your particular circumstances from the relevant professional.

- (m) We are not liable for any interference with or damage to Your computer system, software or data occurring in connection with, or relating to, this Website, App or its use. You should take appropriate and adequate precautions to prevent damage to Your computer system, digital devices, software or data.

## **9. Assignment**

The benefit of this agreement will not be dealt with in any way by the licensee (whether by assignment, sub-licensing or otherwise) without Holding Space International Pty Ltd's written consent.

## **10. Waiver**

Failure or neglect by either party to enforce at any time any of the provisions of this agreement will not be construed or deemed to be a waiver of that party's rights under this licence.

## **11. Governing law**

This agreement is governed by the laws of Queensland and each party submits to the jurisdiction of the courts of Queensland.