



## ATTENTIO MOBILE APPLICATION TERMS AND CONDITIONS OF USE OF SERVICE

### ACCOUNT USER accessing the Account User App interface

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

#### Background Information

Holding Space International Pty Ltd recognises and values neurodiversity and foregrounds relationships and interactions to build individual capability for independence.

To be independent and realise their potential, EVERY person must develop skills which, collectively, are known as Executive Function. These skills include planning and prioritising, flexible thinking, emotional control, self-control, impulse control, concentration, working memory, problem solving, time management, task initiation and organisation. These skills do not develop quickly. Sometimes, executive skills do not develop properly. Poor executive skills is known as disordered executive function. Whether a person is learning executive skills for the first time or living with disordered executive skills, extra tools and consistent support from family and carers are vital.

Executive Function develops primarily in the brain's frontal lobe. 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.

### **Purpose of Attentio**

***Attentio provides customisable tools for people either developing executive skills or living with disordered executive function AND enables consistent support from family and caregivers. Family and caregivers customise Attentio to meet the specific needs of the person needing help with executive skills.***

***Attentio stands out because EVERY Attentio profile is unique.***

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



## Warning

**ATTENTIO, Attentio Services**, comprises the **Attentio Mobile Application** (the '**App**') and the **Support Network Website** (<https://attentio.com.au>) (the '**Website**'). The App can be accessed on android or Apple phones, tablets or computers. The Website can also be accessed on all devices. The Website provides support for Attentio Account Holders to develop their understanding about Attentio content and features; and enables networking with other Attentio Users.

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 Supporter, as an Attentio user, must read this document carefully.**

## 1. Categories of Attentio Users

- (a) There are four categories of '**ATTENTIO USERS**', the people who use Attentio Services. These roles are the **Account Holder**, the creator and manager of the Attentio Account; the **Account Holder (Special Conditions)**, someone who helps the Account Holder create and manage their Attentio Account; the **Account User**, the person who needs assistance with executive skills; and the **Supporter**, another person who supports the Account User. 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**' and the Attentio Services, 'Attentio', including the Attentio Mobile Application, 'the App' and the Attentio Website, 'the Website'.
- (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.



- (E) The Account Holder has the capacity to use the App and the Website unaided.
- (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.
  - (E) The Account Holder is strongly encouraged to create and manage the Account User's profile with direct input from the Account User and appropriate Supporters.
- (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 dependent (the Account User)
- (ii) The Account Holder agrees to the '**ACCOUNT HOLDER SOFTWARE LICENCE FOR 'ATTENTIO' MOBILE APPLICATION AND SUPPORT NETWORK WEBSITE**', the 'Terms'. This recommendation does not preclude independent Legal advice.
- (iii) After agreeing to the Account Holder Terms, the Account Holder creates the Attentio Account which includes the **App** and the **Website**.
- (iv) The Account Holder creates and maintains access to their Attentio Account by way of paying the monthly fees associated with the Attentio Account, Account User profile/s, additional Supporters after the complimentary Supporter has been utilised.
- (v) The Account Holder has complimentary access to Attentio's Support Network Website, 'the **Website**'.
  - (A) The Website is designed to help the Account Holder gain maximum benefit when using the App.
- (vi) The **Account Holder has the responsibility to**
  - (A) subscribe to Attentio via the App to create 'the Account', 'the Subscription', after agreeing to the Terms;
  - (B) pay all fees associated with their Attentio Account;
  - (C) create each Account User profile;
    - (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) 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;
  - (K) choose, create, edit and manage Content, Features and Strategies within each Account User profile;
  - (L) 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;
  - (M) be mindful of the Account User's human rights, dignity and privacy when using the Website and discussing the App or particularities of the Account Holder, the Account User or a Supporter;
  - (N) 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;
  - (O) 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 a trustworthy person 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) 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;
  - (P) access the Website with their App login details;
  - (Q) use the Attentio Website as intended;
  - (R) maintain the privacy of all members of Your Attentio Account, other Attentio subscribers and Attentio employees;
- (ii) 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) It is incumbent upon the Account Holder, the Attentio licence holder, to ensure each Account User is aware of and understands the meaning of the '**Account User Terms and Conditions**', the Terms';
- (D) The Account Holder can report abusive behaviour such as attempts to access Your Attentio account to the appropriate person.

(b) **Role and authorities of the Supporter**

- (i) 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) includes (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;
- (iii) has regular or prolonged contact with the Account User and needs knowledge about the Account Holder to fulfil their duties;
- (iv) accepts the Account Holder's invitation to access the Supporter App interface to see Account User's profile.
- (v) collaborates with the Account Holder to develop the Account User's executive skills using appropriate supports and interventions when the Account User is in their care or accessing their services.
- (vi) provides feedback about their interactions with the Account User, as agreed between the Account Holder and the Supporter.
- (vii) Linking a Supporter to the Account User profile
  - (A) The First Supporter for the Account User is complimentary and is not transferrable. For example, if there are two Account User profiles, EACH Account User is entitled to one complimentary Supporter; the



two complimentary Supporters cannot be linked to one Account User, even if the other Account User does not need a Supporter.

- (i) Additional Supporters can be linked to the Account User for an additional fee.
- (ii) The Supporter is able to view the Account User's profile on their Supporter App interface but cannot make changes.
- (iii) 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
  - (I) is the sole opinion of the Supporter;
  - (II) is linked to the Account User's profile until the Account User's profile is deleted;
  - (III) is visible to the Account Holder;
  - (IV) is not visible to the Account User;
  - (V) is intended to be brief;
  - (VI) is intended to be directly related to their observations of the Account User during their time together;
  - (VII) should not be inflammatory, derogatory, offensive or racist
  - (VIII) 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.
- (c) Ceasing the role of Supporter in the Attentio Account
  - (i) The Supporter should inform the Account Holder, either in discussion or writing, their wish to cease their role of Supporter in Attentio.
  - (ii) The Account Holder can remove the Supporter from Attentio at any time without notice.
  - (iii) Feedback provided to the Account Holder via the App remains linked to the Account User profile.



**Before You proceed:**

The 'Terms and Conditions of Use of Service', the 'Terms' outlined in this contract are for the 'ACCOUNT USER' accessing the Account User Mobile Application interface.

**2. Terms and Conditions of Use of Services**

- (a) As the **Account User** You must agree to the 'Account User Terms and Conditions of Use Service' to access the '**Attentio Mobile Application**', the '**App**'.
- (b) 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.
- (c) If You are under 18 years of age, an Adult with legal responsibility for You can agree to this Terms and Conditions of Use of Service on Your behalf.
- (d) I am aware of the Roles and Authorities of the Account Holder and the Supporter.
- (e) I understand the **Roles and Authorities of the Account User**
  - (i) The **Account User**, in role and activity,
    - (A) is the person who needs assistance with Executive Function skills and/or Emotional Regulation;
    - (B) 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;
    - (C) can be
      - (I) Under 18 years old under the legal care of the Account Holder who is your parent, carer, or guardian;
      - (II) 18 years old or older and be legally supported by a Guardian, Administrator, or both; or an Enduring Power of Attorney
      - (III) 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 if they wish to use the Account User features only available on the App interface.



- (ii) As the '**Account User**', '**You**', '**Your**' profile is created and managed by the Account Holder. The Account Holder
  - (A) Pays an additional subscription fee to create a profile that specifically pertains to **You** in their Attentio Account;
  - (B) creates the **Your** profile comprising CONTENT and STRATEGIES and selected FEATURES;
  - (C) chooses all Supporters who are given access to Your profile by way of 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 You via the Account User App interface;
  - (E) monitors the currency and effectiveness of Content, Strategies and Features in Your profile;
- (iii) Linking Your Account User profile to the Supporter
  - (A) The Account Holder shares Your Content, Strategies and Features with the Supporter via the Supporter App interface;
  - (B) accepts feedback from the Supporter about You and Your interactions with the Supporter.
  - (C) The Feedback provided by the Supporter is solely their opinion.
  - (D) If you believe feedback is inflammatory, derogatory, offensive or racist, you can discuss your concerns with the Account Holder. The Holding Space International Pty Ltd, as the owner of Attentio, takes no responsibility for content in Your Attentio profile or feedback given by the Supporter.
  - (E) The Supporter and Account Holder have been advised that information is to be objective and directly related to their knowledge and observations of You.
  - (F) You can access all Content, Strategies and Features established by the Account Holder, independently in Your App interface.



- (G) You cannot make changes to the Content, Strategies or Features in their Your App interface.
- (H) The Account Holder can remove the Supporter at any time without notice.
- (I) The Account Holder can remove You from Attentio at any time without notice.
- (iv) Ceasing Your role in the Attentio Account
  - (A) You should inform the Account Holder, either in discussion or writing, Your wish to cease Your role of Supporter in Attentio.
  - (B) Your profile is not transferrable to another Account Holder's Attentio Account.
- (f) You agree that You or an Adult with legal responsibility for you understand the Attentio **App Structure and Features**
  - (i) The Attentio Mobile Application (the 'App') provides a structure for the Account Holder to organise, customise and access Content, Strategies and Features to You to either develop Executive Function and emotional regulation or live with disordered executive function and poor emotional regulation.
  - (ii) Information about You is 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 Your profile.
    - (B) The Account Holder can select, record and store **Content**, the 'words, images, and videos', in the Your profile where App features allow such an action to take place.
    - (C) The Account Holder is reminded to be mindful of the Your human rights, dignity and privacy when adding Content and Strategies to Your 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 You, at the time it is created. The



information in '**General**' is intended to provide information about Your personal preferences, ways of communicating and ways of processing information, and Your responses to sensory stimuli or situations.

- (A) Content in '**General**', appearing as '**Likes and Dislikes**' pertains to Your 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 Your 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 Your 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 You 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 Your 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 You. 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 You with an overview of activities or tasks comprising the morning, afternoon and or evening routine and the duration of time allotted by the Account Holder for each activity or task 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 Your 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 You with '**Details**' of a specific activity and an associated '**Checklist**' for You 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 You
- (C) The **Details** provided are intended to prepare You for the Activity by
- (I) informing You of 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 You gain independence when getting ready for the Activity.
- (E) The **Checklist** facilitates You 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 You demonstrate '**Signs of Distress**' and being '**Overwhelmed**' and what the **Supporter** or the **Account Holder** can do to support You while You are in that particular state of being. '**SOS**' is also intended to provide information about specific considerations when supporting the You when '**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 You communicate You 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 Your 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 Your 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 You communicate You 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 You regulate Your emotions;
  - (III) The **Account Holder** is responsible for Content 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 You when You 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 You.
  - (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 anyone interacting with You 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.
- (g) You agree that You, or an Adult with legal responsibility for You, understand the purpose of 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 to You or the Supporter.
  - (iv) The Website enables Account Holders to have discussions with other Website users.
  - (v) The Website is intended to assist the Account Holderto
    - (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.
- (h) The Attentio Mobile Application and the Website are operated by Holding Space International Pty Ltd (ACN 642612986).



- (i) Access to and use of the Mobile Application, or any of its associated Products or Services, is provided by Holding Space International Pty Ltd. Please read these terms and conditions (the '**Terms**') carefully.
- (j) By using, browsing or reading the App, this signifies that You have read, understood and agree to be bound by the Terms. If You do not agree with the Terms, You must cease usage of the App, or any of Services, immediately.
- (k) Holding Space International Pty Ltd reserves the right to review and change any of the Terms by updating this page at its sole discretion. When Holding Space International Pty Ltd updates the Terms, it will use reasonable endeavours to provide You with notice of updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication.
- (l) Before You continue, we recommend You keep a copy of the Terms for Your records.

### 3. **Acceptance of the Terms**

- (a) You, or the Adult with legal responsibility for you, accept the Terms by remaining on the Mobile Application. You may also accept the Terms by clicking to accept or agree to the Terms where this option is made available to You by Holding Space International Pty Ltd in the user App interface.
- (b) Holding Space International Pty Ltd advises You to seek independent legal advice.

### 4. **Subscription to use the Services**

- (a) Access to Attentio Services is purchased by the **ACCOUNT HOLDER** by way of subscription through the Mobile Application (the '**Subscription**'). The applicable fee for the selected Subscription (the '**Subscription Fee**') is paid by the Account Holder.
- (b) Subscription is a recurring monthly fee that permits the Account Holder to
  - (i) use all operations in the Account Holder Attentio App and Website
  - (ii) create and manage up to 8 Account User profiles and invite each Account User to access their Account User interface. The monthly fee begins when the Account User profile is created.
  - (iii) link a Supporter to the Account User profile via access to the Supporter interface. After the complimentary and non-transferrable Supporter has been linked to the Account User profile, additional supporters can be purchased by the Account Holder for an additional fee. The monthly fee begins when the Account Holder includes the Supporter in the subscription.



The monthly fee ends when the Account Holder ceases the Supporter in the subscription.

- (iv) receive written Feedback from the Supporter pertaining to time with the Account User
- (c) The Account Holder's monthly subscription fee is dependent on
  - (i) the number of Account User profiles created in the Account Holder's Attentio Account (limited to 8 Account Users per Attentio Account);
  - (ii) the number of Supporters linked to each Account User's profile (Attentio provides one complimentary Supporter for each Account User);
    - (A) The complimentary Supporter is not transferrable.
- (d) The Account Holder monthly subscription includes each fee for
  - (i) the Account Holder's Attentio Account; and
  - (ii) each Account User (up to 8 Account Users); and
  - (iii) each Supporter linked to the Account User (after the complimentary, non-transferrable, Supporter has been utilised).
- (e) Holding Space International Pty Ltd does offer direct subscription for Supporters or You as an Account User and, as such, has no responsibility pertaining to Your subscription.
- (f) the Account Holder can cancel Your subscription to Attentio at any time. Any issues arising from the cancellation of Your subscription should be discussed with the Account Holder.
- (g) As part of the registration process that gives You access to the App, or as part of Your continued use of the Services, You may be required to provide personal information about Yourself (such as identification or contact details), and other information including Your associated Account Holder name, Account Holder email address, Account User's name. The Account User's personal details include
  - (i) Email address
  - (ii) Preferred username
  - (iii) Date of birth
  - (iv) Telephone number
  - (v) Password



- (h) You warrant that any information You give to Holding Space International Pty Ltd in the course of completing the registration process will always be accurate, correct and up to date.
- (i) Once You have completed the registration process, You will be a registered member of the App ('**Member**') and agree to be bound by the Terms. As a Member You will be granted immediate access to the Mobile Application from the time You have completed the registration process until the subscription period expires (the '**Subscription Period**').
- (j) You may not use the Services and may not accept the Terms if:
  - (i) You are not of legal age to form a binding contract with Holding Space International Pty Ltd; or
  - (ii) You are a person barred from receiving the Services under the laws of Australia or other countries including the country in which You are resident or from which You use the Services.

## 5. Your obligations as a Member

As a Member, You agree to comply with the following:

- (a) You will use Attentio Services only for purposes permitted by:
  - (i) the Terms; and
  - (ii) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;
- (b) You have the sole responsibility for protecting the confidentiality of Your password and/or email address. Use of Your password by any other person may result in the immediate cancellation of Attentio Services;
- (c) You are using the Attentio App to access Content about You that was added by the Account Holder and can be seen/used by the Account Holder, You and Supporters;
- (d) the information selected, recorded and stored in Attentio by the Account Holder reflects the interpretation of the Account Holder at the time the information is recorded. It is intended the Account Holder updates this information in a timely manner to reflect Your current circumstances. This information is not intended to be representative of You as a person or to be used against You at any time, nor to affect Your possibility of positive relationships and positive experiences with any person in any situation;



- (e) You are using the Attentio app to support You, using information supplied to You, negotiated with you and created by the Account Holder, via the App. All queries and feedback about information pertaining to You in the Attentio App should be directed to the Account Holder;
- (f) You have the sole responsibility of maintaining Your confidentiality and privacy pertaining to all information You receive through the Account User App interface;
- (g) any use of Your registration information by any other person, or third parties, is strictly prohibited. You agree to immediately notify Holding Space International Pty Ltd of any unauthorised use of Your password or email address or any breach of security of which You have become aware;
- (h) access and use of the Attentio Website is limited, non-transferable and allows for the sole use by the Account Holder for the purposes of Holding Space International Pty Ltd providing the Services;
- (i) You will not use the Services in connection with any commercial endeavours except those that are specifically endorsed or approved by the management of Holding Space International Pty Ltd;
- (j) You will not use the Services 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;
- (k) You agree that commercial advertisements, affiliate links, and other forms of solicitation may be removed from the Service 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
- (l) You acknowledge and agree that any automated use of the Services is prohibited.

## 6. Payment

- (a) All payments are the responsibility of the ACCOUNT HOLDER. Where the option is given to the Account Holder, the Account Holder may make payment of the Subscription Fee by way of:
  - (i) Credit Card Payment ('**Credit Card**')
  - (ii) PayPal ('**PayPal**')
- (b) All payments made in the course of Your use of the Services are made using the ACCOUNT HOLDER's Financial Institution's Credit Card or Paypal.



- (c) You acknowledge and agree that where a request for the payment of the Subscription Fee is returned or denied, for whatever reason, by the ACCOUNT HOLDER'S financial institution or is unpaid by the ACCOUNT HOLDER for any other reason, then the ACCOUNT HOLDER is liable for any costs, including banking fees and charges, associated with the Subscription Fee.
- (d) You agree and acknowledge that Holding Space International Pty Ltd can vary the Subscription Fee at any time and that the varied Subscription Fee will come into effect following the conclusion of the existing Subscription Period.

## 7. Refund Policy

- (a) Holding Space International Pty Ltd will only provide the Account Holder with a refund of the Subscription Fee in the event they are unable to continue to provide the Services or if the manager of Holding Space International Pty Ltd makes a decision, at its absolute discretion, that it is reasonable to do so under the circumstances. Where this occurs, the refund will be in the proportional amount of the Subscription Fee that remains unused by the Account Holder (the '**Refund**').
- (b) You are not entitled to a refund.

## 8. Copyright and Intellectual Property

- (a) The App, the Website, the Services and all of the related products operating under 'Attentio' are the property of Holding Space International Pty Ltd and are subject to copyright. The material on the App and the Website is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the Services (including but not limited to text, graphics, logos, button icons, video images, audio clips, Website code, scripts, design elements and interactive features), the App and the Website, are owned or controlled for these purposes, and are reserved by Holding Space International Pty Ltd or its contributors hired by Holding Space International Pty Ltd.
- (b) All trademarks, service marks and trade names are owned, registered and/or licensed by Holding Space International Pty Ltd, who grants to You a worldwide, non-exclusive, royalty-free, revocable license whilst You are a Member to:
  - (i) use the App pursuant to the Terms;
- (c) Holding Space International Pty Ltd does not grant You any other rights whatsoever in relation to the App or the Website or the Services. All other rights are expressly reserved by Holding Space International Pty Ltd



- (i) business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright, or
  - (ii) a right to use or exploit a business name, trading name, domain name, trade mark or industrial design, or
  - (iii) a thing, system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process), to You.
- (d) Holding Space International Pty Ltd retains all rights, title and interest in and to the App, the Website and all related Services. Nothing You do on or in relation to the App or the Website will transfer any rights.
- (e) You may not, without the prior written permission of Holding Space International Pty Ltd and the permission of any other relevant rights owners: broadcast, republish, upload to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Services or third party Services for any purpose, unless otherwise provided by these Terms. This prohibition does not extend to materials on the App or the Website, which are freely available for re-use or are in the public domain.

## **9. Privacy**

- (a) Holding Space International Pty Ltd takes Your privacy seriously and any information provided through Your use of the App and/or Services are subject to Holding Space International Pty Ltd 's Privacy Policy, which is available on the App.

## **10. General Disclaimer**

- (a) Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.
- (b) Subject to this clause, and to the extent permitted by law:
- (i) all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and
  - (ii) Holding Space International Pty Ltd will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Services or these Terms (including as a result of not



being able to use the Services or the late supply of the Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.

- (c) Use of the App and the Services is at Your own risk. Everything on the App, the Website and the Services is provided to the Account Holder, You and the Supporter "as is" and "as available" without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors and licensors of Holding Space International Pty Ltd make any express or implied representation or warranty about the Services or any products or Services (including the products or Services of Holding Space International Pty Ltd) referred to on the App or the Website. This includes (but is not restricted to) loss or damage You might suffer as a result of any of the following:
- (i) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;
  - (ii) the accuracy, suitability or currency of any information on the Website, the Services, or any of its Services related products (including third party material and advertisements on the Website);
  - (iii) the Services or operation in respect to links which are provided for Your convenience.
- (d) We disclaim all liability resulting from Content, Strategies and Features shared between the Account Holder, You and Supporters when using the App.
- (e) We disclaim all liability resulting from Content, Strategies and Features shared between the Account Holder, the Account Holder (Special Conditions) and other users of the Website, (<https://attentio.com.au>), that may affect You, the Supporter. You agree and acknowledge Holding Space International Pty Ltd, by way of the App and the Website, provide a method to share information and ideas pertinent to the Account Holder's reason/s for subscribing to the App and the Website.
- (f) We disclaim all liability from the manner in which the Account Holder, You and Supporters utilise the App and the Website.



- (i) We disclaim all liability resulting from the manner in which the Account Holder uses the App. You agree the Attentio Services are used at the discretion of the Account Holder and does not involve Holding Space International Pty Ltd when used within the Terms of the appropriate agreements;
- (ii) We disclaim all liability resulting from the Supporter's use of the Content, Strategies and Features made available in the App. You agree Strategies and Features pertaining to You may not work as anticipated by the Account Holder or the Supporter;
- (iii) We disclaim all liability resulting from the manner in which You engage with the Attentio App. You agree Content, Strategies and Features have been created and made available by the Account Holder to You via the Account User App interface;
- (iv) We disclaim all liability resulting from concerns You have about the Content, Strategies and Features available in Your App interface. You agree Your concerns will be raised directly with the Account Holder. You agree Your concerns are the sole opinion of You and does not involve Holding Space International Pty Ltd;
- (v) We disclaim all liability resulting from the Supporter's Feedback to the Account Holder using the App. The Supporter's feedback is the sole opinion of the Supporter and does not involve Holding Space International Pty Ltd;
- (vi) We disclaim all liability resulting from the manner in which the Account Holder and You respond to Feedback provided by the Supporter;
- (vii) We disclaim all liability resulting from conflict arising between the Supporter, the Account Holder and/or You when using the App. Conflict pertaining to the use of and of Attentio Services is between the Supporter, the Account Holder and You and does not involve Holding Space International Pty Ltd.

## 10. User Content Disclaimer

- (a) Attentio offers the Account Holder and/or the Account Holder (Special Conditions) the ability to post messages on message boards, chat areas, bulletin boards, e-mail functions, forums, and other interactive areas as a part of Attentio Services.



- (b) Holding Space International Pty Ltd is not responsible for any Content stored, used or referenced to You the Account Holder, the Account Holder (Special Conditions) or the Supporter.

## 11. Limitation of liability

- (a) Holding Space International Pty Ltd 's total liability arising out of or in connection with the Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the Services to You.
- (b) You expressly understand and agree that Holding Space International Pty Ltd, its affiliates, employees, agents, contributors and licensors shall not be liable to You for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by You, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

## 12. Termination of Contract

- (a) The Terms will continue to apply until terminated by the Account Holder, by You or by Holding Space International Pty Ltd.
- (b) If You want to terminate the Terms, You may do so by informing the Account Holder that You do not wish to be part of the Account Holder's Attentio Account prior to the end of the Subscription Period.
- (c) Holding Space International Pty Ltd may at any time, terminate the Terms with You if:
  - (i) the Account Holder does not renew the Subscription at the end of the Subscription Period;
  - (ii) You or the Account Holder have breached any provision of the Terms or intend to breach any provision;
  - (iii) Holding Space International Pty Ltd is required to do so by law;
  - (iv) the provision of the Services to You by Attentio or Holding Space International Pty Ltd is, in the opinion of Holding Space International Pty Ltd, no longer commercially viable.
- (d) Subject to local applicable laws, Holding Space International Pty Ltd reserves the right to discontinue or cancel Your membership at any time and may suspend or deny, in



its sole discretion, Your access to all or any portion of the Services without notice if You breach any provision of the Terms or any applicable law or if Your conduct impacts Holding Space International Pty Ltd 's name or reputation or violates the rights of those of another party.

### 13. Indemnity

- (a) You agree to indemnify Holding Space International Pty Ltd, its affiliates, employees, agents, contributors, third party content providers and licensors from and against:
  - (i) all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with Your Attentio membership;
  - (ii) any direct or indirect consequences of You accessing, using or transacting on the Website or attempts to do so; and/or
  - (iii) any breach of the Terms.

### 14. Dispute Resolution

(a) **Compulsory:**

If a dispute arises out of or relates to the Terms, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought).

(b) **Notice:**

A party to the Terms claiming a dispute ('**Dispute**') has arisen under the Terms, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute.

(c) **Resolution:**

On receipt of that notice ('**Notice**') by that other party, the parties to the Terms ('**Parties**') must:

- (i) Within 14 days of the Notice endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree;
- (ii) If for any reason whatsoever, 28 days after the date of the Notice, the Dispute has not been resolved, the Parties must either agree upon selection of a mediator or request that an appropriate mediator be appointed by the



President of the Australian Mediation Association

(<https://ama.asn.au/mediation-australia/>) (Phone: 1300 633 428) or his or her nominee;

- (iii) The Parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and without limiting the foregoing undertake to pay any amounts requested by the mediator as a pre-condition to the mediation commencing. The Parties must each pay their own costs associated with the mediation;
- (iv) The mediation will be held in Cairns, Queensland, Australia.

(d) **Confidential:**

All communications concerning negotiations made by the Parties arising out of and in connection with this dispute resolution clause are confidential and to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.



(e) **Termination of Mediation:**

If 30 days have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either Party may ask the mediator to terminate the mediation and the mediator must do so.

**15. Venue and Jurisdiction**

- (a) The Services offered by Holding Space International Pty Ltd is intended to be viewed by residents of Australia. In the event of any dispute arising out of or in relation to the Website, You agree that the exclusive venue for resolving any dispute shall be in the courts of Queensland, Australia.

**16. Governing Law**

- (a) The Terms are governed by the laws of Queensland, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of Queensland, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

**17. Independent Legal Advice**

- (a) Both parties confirm and declare that the provisions of the Terms are fair and reasonable and both parties having taken the opportunity to obtain independent legal advice and declare the Terms are not against public policy on the grounds of inequality or bargaining power or general grounds of restraint of trade.

**18. Severance**

- (a) If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed and the rest of the Terms shall remain in force.