

VIVALY CARE PLATFORM

Complete Business Policies & Legal Documentation

Care Platform Australia Pty Ltd

Level 15, 60 Castlereagh Street
Sydney NSW 2000, Australia

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Jurisdiction: New South Wales, Australia

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EXECUTIVE SUMMARY & QUICK REFERENCE {#executive-summary}

Platform Overview

- **Business Name:** VIVALY Care Platform
- **Legal Entity:** Care Platform Australia Pty Ltd
- **Services:** Childcare, elderly care, pet care, community support, daycare
- **Target Market:** Australian families (primarily Sydney)
- **Business Model:** Marketplace platform connecting families with verified caregivers
- **Jurisdiction:** Australian law, New South Wales courts

Key Business Protections

- Platform facilitates connections but is NOT a care provider
- Users engage services at their own risk
- Comprehensive liability limitations and user indemnification
- Mandatory background checks and identity verification
- Secure payment processing through third-party providers
- Clear cancellation and refund policies

Critical Cancellation Rules

Timeframe	Refund Policy
24+ hours before service	FULL REFUND
Less than 24 hours	NO REFUND
Caregiver cancels <4 hours	FULL REFUND
Safety concerns	FULL REFUND
Technical issues	FULL REFUND

Non-Negotiable Requirements

- All users must be 18+ years old
 - Caregivers must pass background checks
 - All payments through platform only
 - Identity verification required for all users
 - Emergency contact information mandatory
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TERMS OF SERVICE {#terms-of-service}

1. Introduction and Acceptance

By accessing or using Care Platform Australia ("Platform," "we," "us," or "our"), you agree to be bound by these Terms of Service, our Privacy Policy, and all applicable laws and regulations. If you do not agree to these terms, you may not access or use our services.

2. Platform Description

Care Platform Australia is a marketplace connecting families with qualified caregivers for childcare, elderly care, pet care, and related services. **We facilitate connections but are not a care provider ourselves.**

3. User Eligibility and Registration

3.1 Age Requirements

- All users must be at least 18 years old
- Users under 18 may only use the platform with parental supervision
- Caregivers must meet all legal age requirements for their service category

3.2 Account Registration

- Provide accurate and complete registration information
- Maintain the confidentiality of your account credentials
- Notify us immediately of any unauthorized use
- One account per person; multiple accounts prohibited

3.3 Identity Verification

- All users must complete identity verification
- Caregivers must undergo background checks and credential verification
- False information or documentation results in immediate termination

4. User Responsibilities and Conduct

4.1 Caregiver Responsibilities

- Maintain current qualifications and certifications
- Provide services with professional competence and care
- Follow all applicable laws and regulations
- Complete mandatory training and safety requirements
- Maintain appropriate insurance coverage

4.2 Family Responsibilities

- Provide accurate information about care needs
- Ensure safe working conditions for caregivers
- Pay agreed fees promptly through the platform
- Respect caregiver policies and boundaries
- Provide emergency contact information

5. Platform Usage Rules

5.1 PROHIBITED ACTIVITIES

- Creating fake profiles or providing false information
- Harassment, discrimination, or inappropriate behavior
- Attempting to circumvent payment systems or fees
- Sharing contact information before booking confirmation
- Using the platform for illegal activities

- Posting inappropriate content or images
- Systematic data collection or scraping

5.2 Consequences of Violations

- Immediate account termination
- Legal action for significant breaches
- Forfeiture of payments and deposits
- Reporting to relevant authorities

6. Payment Terms and Fees

6.1 Payment Processing

- All payments processed through secure third-party providers (Stripe)
- Platform fees apply to all transactions
- Payment terms agreed upon between users are binding

6.2 Fee Structure

- Platform service fees clearly disclosed before booking
- Payment processing fees may apply
- Fee schedule subject to change with notice

7. Safety and Background Checks

7.1 Verification Services

- We conduct background checks and identity verification
- **Verification does not guarantee suitability or safety**
- Users responsible for additional due diligence

7.2 Safety Measures

- Emergency contact systems available during bookings

- Incident reporting procedures in place
- Safety training resources provided

7.3 IMPORTANT LIMITATIONS

- We cannot guarantee the conduct of platform users
- **Users engage services at their own risk**
- Additional safety measures are user responsibility

8. Business Model Protection

8.1 Non-Circumvention

- **All transactions must occur through the platform**
- Direct arrangements that bypass platform fees are prohibited
- Users may not recruit caregivers for competing services

8.2 Competitive Restrictions

- Platform data may not be used to create competing services
- Business processes and algorithms are proprietary
- Systematic data collection or scraping is prohibited

9. Liability and Disclaimers

9.1 Service Disclaimer

- **Platform provided "as is" without warranties**
- No guarantee of service availability or uninterrupted access
- Users acknowledge inherent risks in care arrangements

9.2 Limitation of Liability

- **Our liability limited to the maximum extent permitted by law**
- Not liable for user actions or disputes between users

- Not responsible for damages from platform use

9.3 User Indemnification

- **Users agree to indemnify us against claims arising from their use**
- Includes legal fees and damages from user violations
- Applies to third-party claims and regulatory actions

10. Termination and Suspension

10.1 Termination by Platform

- We may terminate accounts for terms violations
- Immediate termination for safety concerns or illegal activity
- Notice provided when reasonably possible

10.2 Effect of Termination

- Access to platform services immediately ceases
- User content may be removed or retained per legal requirements
- Payment obligations continue for completed services

11. Dispute Resolution

11.1 Arbitration

- Certain disputes subject to binding arbitration
 - Australian courts have jurisdiction over legal disputes
 - New South Wales law governs these terms
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PRIVACY POLICY {#privacy-policy}

1. Introduction

This Privacy Policy describes how Care Platform Australia collects, uses, shares, and protects your personal information. We comply with the Australian Privacy Principles under the Privacy Act 1988 (Cth), GDPR, and other applicable privacy laws.

2. Information We Collect

2.1 Information You Provide

- **Account Information:** Name, email, phone, date of birth, password
- **Profile Information:** Experience, qualifications, certifications, availability, rates
- **Identity Verification:** Government ID, background check documents, certifications
- **Payment Information:** Credit card details, billing addresses (processed via Stripe)
- **Communication Data:** Messages, reviews, platform communications
- **Booking Information:** Service requests, schedules, special instructions

2.2 Information We Collect Automatically

- **Usage Data:** Pages visited, features used, search queries, interaction patterns
- **Device Information:** IP address, browser type, operating system, device identifiers
- **Location Data:** Approximate location based on IP address
- **Cookies and Tracking:** Platform analytics and functionality

2.3 Information from Third Parties

- **Background Check Providers:** Criminal history, identity verification, references
- **Payment Processors:** Transaction information from Stripe
- **Social Media:** Basic profile information (if connected)

3. How We Use Your Information

3.1 Platform Operations

- Create and maintain accounts
- Facilitate connections between families and caregivers
- Process payments and manage transactions
- Provide customer support
- Verify identity and conduct background checks

3.2 Safety and Security

- Detect and prevent fraud, abuse, and illegal activities
- Conduct safety screenings and background verification
- Monitor platform activity for suspicious behavior
- Protect the safety of children, elderly, and pets

3.3 Communication

- Send booking confirmations and service updates
- Facilitate messaging between users
- Send marketing communications (with consent)
- Provide safety alerts and platform notifications

4. Information Sharing and Disclosure

4.1 With Your Consent

- Share profile information with potential clients
- Background check sharing as agreed

4.2 Public Information

- Caregiver profiles visible to registered families
- Includes name, photo, experience, qualifications, reviews
- Excludes sensitive personal details

4.3 Service Providers

- **Payment processors** (Stripe) for transactions
- **Background check providers** for verification
- **Cloud hosting services** for secure storage
- **Email service providers** for communications
- **Analytics providers** for platform improvement

4.4 Legal Requirements

- Court orders, subpoenas, or legal process
- Government investigations or regulatory requests
- Child protection or safety concerns
- Prevention of fraud or illegal activities

4.5 Emergency Situations

- May share information without consent to protect safety

5. Data Security and Protection

5.1 Technical Safeguards

- **Encryption:** TLS 1.3 in transit, AES-256 at rest
- **Access Controls:** Multi-factor authentication, role-based access
- **Security Audits:** Regular penetration testing and vulnerability assessments
- **Secure Infrastructure:** SOC 2 compliant cloud hosting with 24/7 monitoring

5.2 Organizational Measures

- Staff training on privacy and security
- Data minimization principles
- Retention limits and deletion procedures
- Formal incident response procedures

6. Your Privacy Rights

6.1 Access and Portability

- Request access to all personal information
- Receive data in portable format
- Review how information is used and shared

6.2 Correction and Updates

- Update or correct inaccurate information
- Modify profile and account settings
- Request correction of background check information

6.3 Deletion Rights

- Delete account and associated data
- Request removal of specific information
- Withdraw consent for data processing

6.4 Communication Preferences

- Opt out of marketing emails
- Control notification settings
- Manage cookie preferences

7. Data Retention

7.1 Retention Periods

- **Active accounts:** Retained while active and for legitimate business purposes
- **Inactive accounts:** May be deleted after 2+ years with 60 days notice
- **Background checks:** Retained for 7 years (regulatory requirement)
- **Communications:** Retained for 3 years for safety and dispute resolution
- **Payment records:** Retained for 7 years for tax compliance

8. Contact Information

Data Protection Officer

Email: privacy@careplatform.com.au

Phone: 1800 CARE HELP (1800 2273 4357)

Mail: Privacy Officer, Care Platform Australia Pty Ltd, Level 15, 60 Castlereagh Street, Sydney NSW 2000

REFUND & CANCELLATION POLICY {#refund-policy}

1. Overview

Care Platform Australia is committed to providing excellent service. This refund policy outlines circumstances under which refunds may be provided for services booked through our platform.

2. Service Fees and Platform Charges

2.1 Non-Refundable Fees

- **Platform service fees** are non-refundable once booking is confirmed
- **Payment processing fees** are non-refundable
- Service fees support platform operations and safety measures

2.2 Caregiver Service Payments

- Payments for completed services are non-refundable
- Partial refunds may be considered for extraordinary circumstances

3. Refund Eligibility

3.1 FULL REFUNDS Available For:

- **Cancellations made more than 24 hours before scheduled service**
- **Services cancelled by caregiver with less than 4 hours notice**
- **Safety concerns that prevent service delivery**
- **Platform technical issues preventing service connection**

3.2 PARTIAL REFUNDS May Apply For:

- Services partially completed due to unforeseen circumstances
- Early termination due to mutual agreement
- Weather-related cancellations for outdoor services
- Medical emergencies affecting either party

3.3 NO REFUNDS For:

- **Cancellations made less than 24 hours before service**
- Services completed as agreed
- Personality conflicts or minor dissatisfaction
- Changes in family circumstances after booking

4. Refund Process

4.1 How to Request a Refund

1. Contact support team within 48 hours of incident
2. Provide booking reference number and detailed explanation
3. Submit relevant documentation or evidence
4. Allow 3-5 business days for review

4.2 Review Process

- All refund requests reviewed individually
- Documentation and communication records examined
- Both parties may be contacted for clarification
- Decisions based on platform terms and circumstances

4.3 Refund Timeline

- Approved refunds processed within 5-7 business days
- Refunds issued to original payment method
- Email confirmation sent when refund is processed

5. Special Circumstances

5.1 Emergency Situations

- Medical emergencies affecting either party
- Natural disasters or extreme weather
- Government restrictions or lockdowns
- Family emergencies requiring immediate attention

5.2 Caregiver Performance Issues

- Failure to arrive for scheduled service
- Inadequate qualifications for specialized care
- Safety violations or inappropriate behavior
- Misrepresentation of skills or experience

6. Dispute Resolution

6.1 Internal Resolution

- Initial review by customer service team
- Escalation to management for complex cases
- Mediation between parties when appropriate

6.2 External Options

- Australian Consumer Law protections apply
 - State fair trading offices for unresolved disputes
 - Small claims court for significant amounts
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COOKIE POLICY {#cookie-policy}

1. What Are Cookies

Cookies are small text files stored on your device when you visit our website. They help us provide you with a better experience by remembering your preferences and improving our services.

2. How We Use Cookies

2.1 Essential Cookies (Required)

- User authentication and session management
- Security features and fraud prevention
- Basic website functionality and navigation
- Shopping cart and booking functionality

2.2 Performance Cookies (Consent Required)

- Page view analytics and user behavior
- Error tracking and performance monitoring
- A/B testing for website improvements
- Load time optimization

2.3 Functional Cookies (Consent Required)

- Language and region preferences
- Accessibility settings and customizations
- Search filters and preferences
- Recently viewed profiles and services

2.4 Marketing Cookies (Consent Required)

- Targeted advertisements based on interests
- Social media integration and sharing
- Retargeting campaigns for relevant services
- Cross-platform advertising coordination

3. Third-Party Cookies

We work with trusted partners who may place cookies: - Google Analytics for website analytics - Stripe for secure payment processing - Social media platforms for sharing features - Advertising networks for relevant ads

4. Managing Cookie Preferences

4.1 Browser Settings

- Block all cookies (may affect functionality)
- Delete existing cookies from our website
- Set preferences for different cookie types
- Receive notifications when cookies are set

4.2 Our Cookie Preference Center

- Accept or decline non-essential cookies
- Choose specific cookie categories
- Update preferences at any time
- View detailed information about each cookie type

5. Cookie Retention

- **Session cookies:** Deleted when you close your browser
- **Persistent cookies:** Remain for specified periods (up to 2 years)
- **Third-party cookies:** Controlled by respective organizations

- **Marketing cookies:** Typically retained for 6-12 months
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BUSINESS PROTECTION FRAMEWORK {#business- protection}

1. Legal Structure and Compliance

1.1 Corporate Structure

- **Legal Entity:** Care Platform Australia Pty Ltd
- **Business Number:** [To be registered]
- **Jurisdiction:** New South Wales, Australia
- **Governing Law:** Australian law and NSW state law

1.2 Regulatory Compliance

- Australian Consumer Law protections
- Privacy Act 1988 (Cth) compliance
- Working with Children Check requirements
- State childcare licensing regulations
- Professional caregiver standards

2. Liability Protection Framework

2.1 Platform Role Definition

- **Marketplace facilitator only** - not a care provider
- Clear separation between platform and service delivery
- Users engage directly with each other
- Platform provides connection and payment facilitation

2.2 Liability Limitations

- Service provided "as is" without warranties
- Liability limited to maximum extent permitted by law
- Not liable for user actions or disputes between users
- Not responsible for damages from platform use

2.3 User Indemnification

- Users indemnify platform against claims
- Includes legal fees and damages from violations
- Applies to third-party claims and regulatory actions
- Comprehensive protection against user misconduct

3. Financial Protection Measures

3.1 Payment Structure

- All payments processed through secure third-party providers
- Platform service fees non-refundable once booking confirmed
- Clear fee structure disclosed before booking
- No storage of sensitive payment information

3.2 Revenue Protection

- Mandatory use of platform for all transactions
- Prohibition on circumventing payment systems
- Non-circumvention clauses in user agreements
- Penalties for direct arrangements that bypass fees

4. Safety and Risk Management

4.1 Verification Requirements

- Mandatory background checks for caregivers
- Identity verification for all users
- Professional qualification verification
- Working with Children Check (where applicable)

4.2 Safety Infrastructure

- 24/7 emergency support line
- Incident reporting procedures
- Safety training resources
- Emergency contact protocols

4.3 Risk Disclosures

- Clear communication that verification doesn't guarantee safety
- Users acknowledge inherent risks in care arrangements
- Additional due diligence is user responsibility
- Platform not liable for user conduct

5. Intellectual Property Protection

5.1 Platform Ownership

- All platform content and functionality owned by company
- Protected by copyright, trademark, and IP laws
- Users granted limited license for intended use only

5.2 User Content License

- Users retain ownership of their content
- Grant platform license to use and display content

- Platform may remove content that violates terms

5.3 Competitive Protection

- Business processes and algorithms proprietary
- Data may not be used for competing services
- Systematic data collection prohibited
- Trade secret protection for operational methods

6. Data Protection and Privacy

6.1 Technical Security

- TLS 1.3 encryption in transit
- AES-256 encryption at rest
- Multi-factor authentication
- SOC 2 compliant hosting

6.2 Privacy Compliance

- Australian Privacy Principles compliance
- GDPR compliance for international users
- Clear consent management
- Data retention and deletion procedures

7. Dispute Resolution Framework

7.1 Internal Resolution

- Customer service team review
- Management escalation procedures
- Mediation services available
- Documentation of all communications

7.2 Legal Procedures

- Binding arbitration clauses where permitted
 - Australian court jurisdiction
 - NSW law governs all disputes
 - Class action waivers where legally possible
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EMERGENCY CONTACTS & SUPPORT {#contacts}

1. Emergency Support (24/7)

1.1 Active Booking Emergencies

Phone: 1800 CARE 911 (1800 2273 911)

Available: 24 hours, 7 days a week

For: Active bookings only - safety incidents, no-shows, emergencies

1.2 When to Call Emergency Line

- Caregiver fails to arrive for scheduled service
- Safety concerns during active booking
- Medical emergencies involving care recipient
- Inappropriate behavior or safety violations
- Any immediate threat to safety or wellbeing

2. Customer Support (Business Hours)

2.1 General Support

Phone: 1800 CARE HELP (1800 2273 4357)

Email: support@careplatform.com.au

Hours: Monday-Friday 9:00 AM - 6:00 PM AEST

For: General inquiries, account issues, booking assistance

2.2 Specialized Support Contacts

Refund Requests

Email: refunds@careplatform.com.au

Phone: 1800 CARE HELP (1800 2273 4357)

Response Time: 3-5 business days

Privacy Concerns

Email: privacy@careplatform.com.au

Contact: Data Protection Officer

Phone: 1800 CARE HELP (1800 2273 4357)

Legal Issues

Email: legal@careplatform.com.au

Contact: Legal Department

Phone: 1800 CARE HELP (1800 2273 4357)

Disputes and Escalations

Email: disputes@careplatform.com.au

For: Complex disputes requiring management review

3. Regulatory and External Contacts

3.1 Privacy Complaints

Australian Privacy Commissioner

Website: <https://www.oaic.gov.au/>

Phone: 1300 363 992

3.2 Consumer Protection

NSW Fair Trading

Phone: 13 32 20

Website: <https://www.fairtrading.nsw.gov.au/>

3.3 Emergency Services

Police, Fire, Ambulance: 000

Police Assistance Line: 131 444

Poison Information: 13 11 26

4. Business Contact Information

4.1 Head Office

Care Platform Australia Pty Ltd

Level 15, 60 Castlereagh Street

Sydney NSW 2000, Australia

4.2 Postal Address

Care Platform Australia Pty Ltd

PO Box [To be assigned]

Sydney NSW 2000, Australia

4.3 Business Inquiries

Email: business@careplatform.com.au

Phone: 1800 CARE HELP (1800 2273 4357)

APPENDICES {#appendices}

Appendix A: Service Categories and Requirements

A.1 Childcare Services

- **Age Groups:** Infants (0-12 months), Toddlers (1-3 years), Preschool (3-5 years), School age (5-12 years)
- **Required Certifications:** Working with Children Check, First Aid, CPR
- **Optional Qualifications:** Early Childhood Education, Montessori training, Special needs experience

A.2 Elderly Care Services

- **Service Types:** Companionship, personal care assistance, medication reminders, mobility assistance
- **Required Certifications:** First Aid, CPR, Aged Care training
- **Optional Qualifications:** Nursing qualification, dementia care training, specialized medical training

A.3 Pet Care Services

- **Service Types:** Pet sitting, dog walking, overnight care, grooming assistance
- **Required:** Animal handling experience, references
- **Optional:** Veterinary assistant training, pet first aid certification

A.4 Community Support Services

- **Service Types:** Household assistance, companion care, errands and transport
- **Required:** Background check, references
- **Optional:** Relevant training or experience

A.5 Daycare Services

- **Service Types:** Group childcare, educational activities, meal preparation
- **Required:** Childcare licensing, Working with Children Check, First Aid
- **Optional:** Early Childhood Education degree, specialized program certifications

Appendix B: Fee Structure

B.1 Platform Service Fees

- **Booking Fee:** 3.5% of total booking value
- **Payment Processing:** 2.9% + \$0.30 per transaction (Stripe)
- **Minimum Fee:** \$2.00 per booking

B.2 Caregiver Commission Structure

- **Standard Rate:** 15% of hourly rate for established caregivers
- **New Caregiver Rate:** 20% of hourly rate for first 10 bookings
- **Premium Caregiver Rate:** 10% of hourly rate for top-rated providers

B.3 Additional Fees

- **Background Check:** \$25.00 (one-time, caregiver pays)
- **Identity Verification:** Included in platform membership
- **Premium Profile Listing:** \$9.95/month (optional for caregivers)

Appendix C: Background Check Requirements

C.1 All Caregivers

- **National Police Check:** Within last 12 months
- **Identity Verification:** Government-issued photo ID
- **Reference Check:** Minimum 2 professional references
- **Qualification Verification:** Certified copies of relevant certifications

C.2 Childcare Providers

- **Working with Children Check:** Current and valid
- **First Aid Certification:** Current (renewed every 3 years)
- **CPR Certification:** Current (renewed annually)
- **Additional Training:** Platform-specific safety training module

C.3 Elderly Care Providers

- **First Aid/CPR Certification:** Current
- **Aged Care Training:** Recognized certification preferred
- **Medical Training:** For specialized care requirements
- **Additional Screening:** Enhanced background check for vulnerable adults

Appendix D: Insurance Requirements

D.1 Platform Insurance

- **Professional Indemnity:** \$10 million coverage
- **Public Liability:** \$20 million coverage
- **Cyber Liability:** \$5 million coverage
- **Directors and Officers:** \$5 million coverage

D.2 Caregiver Insurance Requirements

- **Public Liability:** Minimum \$2 million (recommended)
- **Professional Indemnity:** \$1 million for specialized care
- **Personal Accident:** Coverage during service delivery
- **Motor Vehicle:** Current third-party insurance if driving

D.3 Family Recommendations

- **Home and Contents:** Adequate coverage for property
- **Public Liability:** Personal liability coverage
- **Travel Insurance:** If caregiver accompanies family

Appendix E: Compliance Checklist

E.1 Legal Compliance

- ☐ Australian Business Number (ABN) registration
- ☐ Goods and Services Tax (GST) registration
- ☐ Workers' compensation insurance
- ☐ Privacy policy publication and compliance
- ☐ Terms of service legal review
- ☐ Consumer law compliance audit

E.2 Safety Compliance

- ☐ Background check provider contracts
- ☐ Emergency response procedures documented
- ☐ Staff training programs implemented
- ☐ Incident reporting system operational
- ☐ Safety resource library maintained

E.3 Technology Compliance

- ☐ Data encryption implementation
- ☐ Security audit completion
- ☐ Privacy impact assessment
- ☐ Cookie consent management
- ☐ GDPR compliance for international users

E.4 Operational Compliance

- ☐ Payment processor agreements
- ☐ Service provider contracts
- ☐ Quality assurance procedures
- ☐ Customer service standards
- ☐ Performance monitoring systems

END OF DOCUMENT

Document Certification: This document contains the complete policies and procedures for VIVALY Care Platform operated by Care Platform Australia Pty Ltd. It is designed to provide comprehensive business protection while ensuring compliance with Australian regulations and industry best practices.

Legal Review: Recommended annual review by qualified legal counsel

Next Review Date: June 11, 2026

Version Control: Maintain version history for all policy updates