

Terms and Conditions

The following terms (**Terms**) apply to the Client's access to, and use of, the Publications. By using or subscribing to use the Publications, the Client is deemed to have accepted and agreed to be bound by these Terms from the earlier of the date of first access to the Publications and the date of subscription for any of the Publications by the Client or any of the Users (**Start Date**).

Parties

Workforce Administration (AUST) Pty Ltd ACN 634 719 421 (**Health & Safety Handbook**)

You (the individual and (if applicable) the entity entering into these Terms) (**Client**).

It is agreed

1. Reference Schedule, and interpretation

1.1 Reference Schedule

Where a term used in these Terms appears in bold type in the Reference Schedule, that term has the meaning shown opposite it in the Reference Schedule.

Health & Safety Handbook's Address Details	Address: Level 6, 546 Queen Street, Brisbane QLD 4000 Electronic Mail: cs@portnerpress.com.au Attention: The Directors
Client's Address Details	As notified by the Client to Health & Safety Handbook.

1.2 Interpretation

- (a) Unless the contrary intention appears, a reference in these Terms to:
 - (1) these Terms or another document includes any variation or replacement of it despite any change in the identity of the parties;
 - (2) one gender includes the others;
 - (3) the singular includes the plural and the plural includes the singular;
 - (4) a person, partnership, corporation, trust, association, joint venture, unincorporated body, government body or other entity includes any other of them;
 - (5) an item, recital, clause, subclause, paragraph, schedule or attachment is to an item, recital, clause, subclause, paragraph of, or schedule or attachment to, these Terms and a reference to these Terms includes any schedule or attachment;
 - (6) a party includes the party's executors, administrators, successors, substitutes (including a person who becomes a party by novation) and permitted assigns;
 - (7) any statute, ordinance, code or other law includes regulations and other instruments under any of them and consolidations, amendments, re-enactments or replacements of any of them;
 - (8) money is to Australian dollars, unless otherwise stated; and
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- (9) a time is a reference to Brisbane time unless otherwise specified.
- (b) The words include, including, such as, for example and similar expressions are not to be construed as words of limitation.
- (c) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (d) Headings and any table of contents or index are for convenience only and do not affect the interpretation of these Terms.
- (e) A provision of these Terms must not be construed to the disadvantage of a party merely because that party or its advisers were responsible for the preparation of these Terms or the inclusion of the provision in these Terms.

1.3 Business Days

- (a) If anything under these Terms must be done on a day that is not a Business Day, it must be done instead on the next Business Day.
- (b) If an act is required to be done on a particular day, it must be done before 5.00pm on that day or it will be considered to have been done on the following day.

1.4 Parties

- (a) If a party consists of more than one person, these Terms binds each of them separately and any two or more of them jointly.
- (b) An agreement, covenant, obligation, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them separately.
- (c) An agreement, covenant, obligation, representation or warranty on the part of two or more persons binds them jointly and each of them separately.
- (d) A party which is an undisclosed trustee is bound both personally and in its capacity as trustee.

2. Subscription Period

2.1 Subscription Period

- (a) Subject to a further rollover period in clause 2.1(b), these Terms commence on the Start Date and continue for:
 - (1) if the Client has selected an annual subscription: 12 months; or
 - (2) if the Client has selected a monthly subscription: 1 month,

(Initial Subscription Period).

- (b) These Terms will automatically renew for ongoing subscription periods of equivalent duration to the Initial Subscription Period unless these Terms are otherwise terminated earlier in accordance with clause 8 (Termination) (**Subscription Period**).
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3. Licence

3.1 Grant

Subject to the Client's compliance at all times with these Terms, Health & Safety Handbook grants to the Client a revocable, non-exclusive, non-transferable, non-sublicensable limited licence to the Client for the Users to access and use the Publications during the Term for its internal business purposes (**Licence**).

3.2 Restrictions

As a fundamental condition of the Licence, the Client agrees:

- (a) the Client must provide the names and email addresses of the Users permitted to access the Publications;
- (b) the Client must only allow access to the Publications by the Users, and User credentials must not be shared between multiple individuals;
- (c) the Client must ensure the Users comply with these Terms;
- (d) the Client is responsible for the acts or omissions of the Users as if the acts or omissions of the Users were performed by the Client themselves; and
- (e) the Client and the Users must not:
 - (1) modify, adapt, translate, prepare derivative works of, decompile, reverse engineer, disassemble, reproduce, republish, display, post, transmit, distribute or otherwise attempt to create a substitute or similar service or product through use of, or access to, the Publications;
 - (2) reproduce, forward, disseminate or disclose (by any means) content in the Publications without Health & Safety Handbook's prior written permission;
 - (3) use, or permit, the Publications to be accessed or used in any way other than in a manner expressly permitted by these Terms;
 - (4) reveal any username(s) or password(s) or forward content in the Publications to any third party (other than a User);
 - (5) do or permit any other act which infringes Health & Safety Handbook's Intellectual Property Rights;
 - (6) do or permit an act that uses the Publications in a way that could infringe a third party's Intellectual Property Rights; or
 - (7) use the Publications in any way that could damage the reputation of Health & Safety Handbook.

3.3 Limited licence

The Client acknowledges, and agrees, that the rights granted to it under the Licence are expressly limited to the rights stated in clause 3.1. To the fullest extent permitted by Law, all implied rights in relation to the Licence are excluded.

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4. Payment

4.1 Subscription Fee

- (a) Subject to 4.1(b), the applicable Subscription Fee is as per the price list on Health & Safety Handbook's website as at the Start Date and as advised by Health & Safety Handbook in writing from time to time.
- (b) Where Health & Safety Handbook has offered the Client a complimentary subscription to the Publications, the Subscription Fee is \$0.00 until such times as:
 - (1) the Client ceases to be a customer of Tanda's software services; and/or
 - (2) Health & Safety Handbook gives notice of its revocation of the complimentary subscription.

4.2 Payment

- (a) Unless the parties agree otherwise in writing:
 - (1) The Subscription Fee is payable in advance on a monthly or annual basis, depending on the Client's subscription.
 - (2) The Client will provide its credit card or direct debit account details to Health & Safety Handbook. Health & Safety Handbook will automatically charge the Subscription Fee to the credit card or direct debit account on an annual or monthly basis, depending on the Client's subscription.

5. Intellectual Property Rights

5.1 Intellectual property rights

You acknowledge that Health & Safety Handbook and its licensors own all legal rights, title and interest in and to the Publications, and the content contained within the Publications, including without limitation, graphics, layout, text, images, trade marks, logos, service marks, designs, information, data, advertising copy, domain names, and the 'look and feel' of the Publications, and nothing in these Terms constitutes a transfer or assignment of any Intellectual Property Rights by Health & Safety Handbook.

6. Privacy

6.1 Privacy

- (a) Health & Safety Handbook maintains a privacy policy that sets out how Health & Safety Handbook handles personal information (as defined in the Privacy Act). The Client should read Health & Safety Handbook's privacy policy available at <https://healthandsafetyhandbook.com.au/privacy-policy/>.
 - (b) By accepting these Terms the Client will be taken to have read, and (to the extent relevant) has ensured all Users have read, Health & Safety Handbook's privacy policy.
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7. Suspension

7.1 Suspension

Health & Safety Handbook may temporarily suspend (in part or whole, in the absolute discretion of Health & Safety Handbook) the provision of the Publications to Client or Users if:

- (a) the Publications are required to be taken offline in order for Health & Safety Handbook to make appropriate updates and revisions to the Publications from time to time;
- (b) there is a malfunction, fault or breakdown of any of Health & Safety Handbook's equipment or if Health & Safety Handbook is required to undertake the repair, maintenance or service of any part of the software used to provide the Publications;
- (c) Health & Safety Handbook is required by Law to do so;
- (d) there is a Claim made that the continued provision of the Publications infringes the rights of any person;
- (e) there is a Claim made that exposes Health & Safety Handbook to liability or prosecution for an offence or liability to a statutory prosecution;
- (f) an event of Exceptional Circumstances occurs, which affects or may affect Health & Safety Handbook's ability to provide the Publications; or
- (g) the Client or a User is, or Health & Safety Handbook reasonably suspects the Client or a User is, in breach of these Terms.

7.2 Effect of suspension

Suspension in accordance with clause 7.1 will not affect any rights which accrue prior to, or after, suspension of the Client's obligations under these Terms.

8. Termination

8.1 Termination by Health & Safety Handbook

Health & Safety Handbook may terminate these Terms and cancel the Client's subscription to the Publications immediately if the Client is in breach of these Terms.

8.2 Termination for convenience

Either party may terminate these Terms and cancel the Client's subscription to the Publications for any reason by providing 30 days' notice.

8.3 No prejudice of rights

Termination shall not prejudice or affect any right or action which shall have accrued or shall thereafter accrue to either party.

8.4 Consequences of termination or expiration

Upon termination or expiration of these Terms:

- (a) the licence granted to the Publications under clause 3.1 terminates; and
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- (b) if these Terms are terminated by Health & Safety Handbook in accordance with clause 8.1, or by the Client in accordance with clause 8.2, the Client will be liable for any scheduled payments in the remaining Subscription Period and all monies owing under the Terms become immediately payable and due. If these Terms are terminated by Health & Safety Handbook in accordance with clause 8.2, Health & Safety Handbook will refund to the Client on a pro-rata basis any prepaid Fees covering the time remaining in the Subscription Period after the date of termination.

9. Changes to Terms and Publications

9.1 Changes to Terms

Health & Safety Handbook may change all or part of these Terms at any time. If we do, the new Terms will be posted on Health & Safety Handbook's websites. The Client's subsequent or continued access to the Publications will constitute the Client's acceptance of any changes. If the Client objects to any changes to the Terms, the only remedy is to cancel their subscription with Health & Safety Handbook. As you are bound by these Terms, we recommend that you periodically refer to them.

9.2 Changes to Publications

Health & Safety Handbook may change all or part of the Publications or any component of the Publications at any time without notice to the Client or Users.

10. Limitation of liability

10.1 Limitation of liability

- (a) The Client acknowledges and agrees the information contained in the Publications does not constitute legal or professional advice and the Client should satisfy themselves of the Laws applicable to them or their business's particular circumstances and seek independent legal or professional advice as appropriate.
 - (b) The Client acknowledges and agrees that the Publications are provided "as-is" and to the full extent permitted by Law, Health & Safety Handbook excludes all warranties and representations (express and implied) unless otherwise states to the contrary in these Terms, including but not limited to any warranty or representation that the information provided in the Publications is complete, accurate, current or fit for any particular purpose.
 - (c) The Client acknowledges and agrees that, despite all reasonable precautions on Health & Safety Handbook's part, Health & Safety Handbook, its directors, employees, contractors or other representatives exclude all Liability to the Users and any third party for Loss or damage of any kind (howsoever caused or arising) relating in any way to the Publications or Health & Safety Handbook's provision, or suspension of provision, of same, to the extent permitted by Law, including but not limited to Loss or damage a User may suffer as a result of:
 - (1) any errors, mistakes or inaccuracies in the Publications;
 - (2) you relying on, acting or failing to act on any information contained on or referred to in the Publications; and
 - (3) any bugs, viruses, trojan horses or other harmful code in connection with your use of the Publications or your device on which you access the Publications.
 - (d) The Client acknowledges that the existence of any of the above in section 10.1(c) will not be a breach of these Terms.
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10.2 Liability cap

- (a) Subject to clause 10.2(b), to the extent permitted by Law, Health & Safety Handbook's total liability under or in connection with these Terms (whether in contract, tort, indemnity or statute), shall be limited cumulatively in the aggregate to the Subscription Fees received by Health & Safety Handbook from the Client under these Terms in the 12 months prior to the date upon which the Liability first arose.
- (b) For Clients with a complimentary subscription in accordance with clause 4.1(b), to the extent permitted by Law, Health & Safety Handbook's liability under or in connection with these Terms (whether in contract, tort, indemnity or statute) shall be totally excluded.

11. Indemnity

11.1 Indemnity

The Client indemnifies Health & Safety Handbook (and its Personnel or subcontractors), and will keep indemnified and hold Health & Safety Handbook (and its Personnel or subcontractors) harmless, against any:

- (a) Claims (or alleged Claims) against Health & Safety Handbook (or its Personnel or subcontractors); or

- (b) Loss suffered by Health & Safety Handbook,

in connection with these Terms including arising in relation (in part or in whole) to:

- (c) any errors, mistakes or inaccuracies in the Publications;
- (d) acts or omissions of the Client or the Users; and
- (e) any fraud or wilful misconduct of the Client or the Users.

12. Notices

12.1 Notices

- (a) Notice to Health & Safety Handbook under these Terms must be provided by email to Health & Safety Handbook's Address Details in the Reference Schedule.
 - (b) Health & Safety Handbook may give the Client notice under these Terms in any of the following forms:
 - (1) notice on Health & Safety Handbook's website available at <https://www.tanda.co/>;
 - (2) by email at the email address connected with the Client's subscription; or
 - (3) any other means including text message, telephone or mail (as appropriate).
 - (c) The Client agrees to keep the contact information connected with their subscription up-to-date, and understands Health & Safety Handbook will have no way of notifying the Client if the contact information is not current.
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13. Governing law and jurisdiction

13.1 Governing law

These Terms are governed by and construed in accordance with the laws of Queensland.

13.2 Jurisdiction

Each party irrevocably:

- (a) submits to the non-exclusive jurisdiction of the courts of Queensland and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating to these Terms; and
- (b) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within paragraph 13.2(a).

14. Miscellaneous

14.1 Exercise rights

A single or partial exercise or waiver by a party of any right under or relating to these Terms will not prevent any other exercise of that right or the exercise of any other right.

14.2 Merger

If the liability of a party to pay money under these Terms becomes merged in any deed, judgment, order or other thing, the party liable must pay interest on the amount owing from time to time under that deed, judgment, order or other thing at the higher of the rate payable under these Terms and that fixed by or payable under that deed, judgment, order or other thing.

14.3 Moratorium legislation

Any Law which varies prevents or prejudicially affects the exercise by a party of any right, power or remedy conferred on it under these Terms are excluded to the extent permitted by Law.

14.4 No assignment

A party must not assign, transfer or novate all or any part of its rights or obligations under or relating to these Terms or grant, declare, create or dispose of any right or interest in it, without the prior written consent of each other party.

14.5 Remedies cumulative

The rights and remedies under these Terms are cumulative and not exclusive of any rights or remedies provided by law.

14.6 Severability

If a provision of these Terms is illegal, invalid, unenforceable or void in a jurisdiction it is severed for that jurisdiction and the remainder of these Terms has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected.

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14.7 Further assurance

Each party must promptly at its own cost do all things (including executing and delivering all documents) necessary or desirable to give full effect to these Terms and the transactions contemplated by it.

14.8 Waiver

- (a) A party's waiver of a right under or relating to these Terms, whether prospectively or retrospectively, is not effective unless it is in writing and signed by that party.
- (b) No other act, omission or delay by a party will constitute a waiver of a right.

15. Definitions

15.1 Definitions

In these Terms:

Authorised Officer means, in relation to a corporation which is a party:

- (a) an employee of the party whose title contains either of the words Director or Manager;
- (b) a person performing the function of any of them;
- (c) a solicitor acting on behalf of the party; or
- (d) a person appointed by the party to act as an Authorised Officer for the purposes of this deed and notified to the others.

Business Day means:

- (a) if determining when a notice, consent or other communication is given, a day that is not a Saturday, Sunday or public holiday in the place to which the notice, consent or other communication is sent; and
- (b) for any other purpose, a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Brisbane.

Claim means, in relation to a person, any action, allegation, claim, demand, judgment, Liability, proceeding, remedy, right of action or right of set-off made against the person concerned however it arises whether:

- (a) it is present, unascertained, immediate, future or contingent;
 - (b) it is based in contract, tort, statute or otherwise; or
 - (c) it involves a third party or a party to these Terms.
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Exceptional Circumstances means a circumstance beyond the reasonable control of the parties which results in a party being unable to observe or perform on time an obligation under these Terms. Such circumstances include:

- (a) adverse changes in government regulations;
- (b) any disaster or act of God, lightning strikes, atmospheric disturbances, earthquakes, floods, storms, explosions, fires and any natural disaster;
- (c) acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage and revolution, cyber attacks, viruses or malware, data loss as a result of the actions of a third party;
- (d) strikes or industrial disputes;
- (e) materials or labour shortage;
- (f) acts or omissions of any third party network providers (such as internet, telephony or power provider);
- (g) disruptions in services provided by any third party service provider (such as servers or internet); or
- (h) an “eligible data breach” (having the meaning given in the Privacy Act).

Initial Subscription Period has the meaning given in clause 2.1.

Insolvency Event means:

- (a) in relation to any corporation:
 - (1) its liquidation;
 - (2) an external administrator is appointed in respect of the corporation or any of its property;
 - (3) the corporation ceases or threatens to cease to carry on its business;
 - (4) the corporation being deemed to be, or stating that it is, unable to pay its debts when they fall due;
 - (5) any other ground for liquidation or the appointment of an external administrator occurs in relation to the corporation;
 - (6) the corporation resolves to enter into liquidation; or
 - (7) an application being made which is not dismissed or withdrawn within ten Business Days for an order, resolution being passed or proposed, a meeting being convened or any other action being taken to cause or consider anything described in paragraphs (1) to (6) (inclusive) above;
 - (b) in relation to an individual, that person becoming an insolvent under administration as defined in section 9 of the *Corporations Act 2001* (Cth) (**Corporations Act**); and
 - (c) in relation to any person, anything analogous to or having a similar effect to anything described above in this definition under the law of any relevant jurisdiction.
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Intellectual Property Rights means all intellectual property rights including all current and future registered and unregistered rights in respect of copyright, designs, circuit layouts, trade marks, know-how, confidential information, patents, inventions and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967.

Law means any statute, rule, regulation, proclamation, order in council, ordinance, local law or by-law, whether:

- (a) present or future; or
- (b) State, federal or otherwise.

Liability means a debt, liability or obligation, quantified or unquantified, whether:

- (a) actual, contingent or prospective;
- (b) present or future;
- (c) qualified or unqualified; or
- (d) incurred jointly or severally with any other person.

Licence has the meaning given in clause 3.1.

Loss means any loss (including loss of profit, loss of expected profit, loss of opportunity, loss of data, interruption of business or any indirect or consequential loss, or incidental damage), diminution in value or deficiency of any kind whether indirect, consequential or otherwise.

Personnel means in relation to a party, any employee, officer, or agent of that party.

Privacy Act means *Privacy Act 1988* (Cth).

Publications means either or both of the Health & Safety Handbook publications known as the 'Health & Safety Handbook' and the 'Health & Safety Handbook', depending on the subscription purchased by the Client.

Start Date has the meaning given in the heading of these Terms.

Subscription Fee means the fee payable to Health & Safety Handbook by the Client for the Licence which will vary depending on the Publications the Client has subscribed to, whether the Client has subscribed to the annual or monthly subscription, the single or multi-seat subscription, and the number of Users, and as further detailed in clause 4.1.

Subscription Period has the meaning given in clause 2.1.

Tanda means EPI Capital Pty Ltd ACN 158 472 943.

Users means:

- (a) if the Client's subscription is a single subscription: the Client; or
 - (b) if the Client's subscription is a multi-seat subscription: the Client and the other individuals named in the Client's subscription who are permitted to access the Publications in accordance with these Terms
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