
TERMS OF USE
SAFETYQUIP (AUSTRALIA) PTY LTD'S ABN 37 101 924 645 ("SAFETYQUIP")
ONLINE SUPPORT SYSTEM

Please read these Terms of Use carefully, especially the disclaimers and limitations of liability.

Welcome to SAFE-T-NET the SafetyQuip Online Support System ("**SAFE-T-NET**").

This restricted access secure intranet system has been provided by SafetyQuip to facilitate communication between SafetyQuip, its franchisees and their employees, and other suppliers or contributors to the SafetyQuip franchised network to whom SafetyQuip has granted access. Where appropriate, it also allows them to participate in discussion forums, view news articles, print certain prescribed forms, submit information and access portions of the SafetyQuip operations manual.

By signing these Terms of Use, you agree to comply with and be bound by the terms and conditions as set out in these Terms of Use. Further, each time you use SAFE-T-NET you will be deemed to have accepted the Terms of Use, as amended from time to time.

1. Users

1.1 Limited License

SafetyQuip grants you a non-exclusive, non-transferable licence to use SAFE-T-NET on the terms and conditions contained in these Terms of Use.

1.2 User ID and Passwords

(1) Upon receipt of a signed copy of these Terms of Use, SafetyQuip will issue you with:

- (a) a unique user ID;
- (b) a level one password; and
- (c) a level two password,

for the purposes of accessing and using SAFE-T-NET.

(2) To protect the integrity of SAFE-T-NET, you must:

- (a) keep your user ID and passwords strictly confidential;
- (b) only use the user ID and passwords issued to you by SafetyQuip to access SAFE-T-NET; and
- (c) promptly log out from SAFE-T-NET after each use.

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- (3) You should not write down your user ID and passwords. If you must record your user ID and passwords, do not record them together.
 - (4) You are responsible for all access to and usage of SAFE-T-NET using your user ID and passwords. Under no circumstances, must you:
 - (a) disclose your user ID and passwords to any other person for any purpose, including for the purpose of accessing SAFE-T-NET on your behalf; or
 - (b) use any other person's user ID or passwords to access SAFE-T-NET.
 - (5) You must immediately notify the SafetyQuip System Administrator identified in clause 12 ("**System Administrator**") if either your user ID or a password is compromised.

1.3 Access Restrictions

- (1) Only those people authorised by SafetyQuip are permitted to use SAFE-T-NET.
- (2) You must not:
 - (a) allow any unauthorised person to access or use SAFE-T-NET; or
 - (b) access SAFE-T-NET through any unauthorised means.
- (3) If you become aware of:
 - (a) any unauthorised access or use of SAFE-T-NET;
 - (b) any method of gaining unauthorised access to SAFE-T-NET; or
 - (c) any other breach of the security of SAFE-T-NET,you must immediately notify the SAFE-T-NET Administrator.

2. Use

2.1 Approved Purposes

- (1) SafetyQuip grants you the right to access and use SAFE-T-NET for the purpose of accessing and exchanging information in relation to the operation of the SafetyQuip franchised network ("**Approved Purposes**").
- (2) You must only use SAFE-T-NET for the Approved Purposes.
- (3) Unauthorised use of SAFE-T-NET, including personal use, is expressly prohibited.

2.2 Operating Policies

- (1) SafetyQuip may establish policies concerning any aspect of SAFE-T-NET including your access and use of SAFE-T-NET ("**Policies**"). Such Policies may cover your participation in discussion forums or the retention of data on SAFE-T-NET. This may include the number of days that messages or other postings will be retained.
- (2) Policies, once notified to you, will be deemed to form part of these Terms of Use.
- (3) A breach of a Policy constitutes a breach of these Terms of Use.

2.3 Prohibited Use

You must not:

- (1) circumvent or attempt to circumvent the security of SAFE-T-NET;
- (2) send unsolicited or unwelcome content to anyone;
- (3) make lewd, obscene, threatening, abusive or defamatory remarks or invite hatred to any person or group;
- (4) mislead or deceive any person;
- (5) provide or transmit any content of any kind which contains a virus or other harmful component;
- (6) use SAFE-T-NET to disseminate spam or other unsolicited bulk messages;
- (7) post or transmit any content of any kind which violates or infringes the rights of any other person, including material which is:
 - (a) an invasion of any privacy or publicity rights;
 - (b) protected by copyright, trade mark or any other proprietary right; or
 - (c) a derivative of a work that is protected by copyright, trade mark or any other proprietary right,without first obtaining permission from the owner or relevant right holder; or
- (8) use SAFE-T-NET in a manner that:
 - (a) is prohibited by law; or
 - (b) violates any right of a third party.

3. Content and Features

3.1 Submissions

- (1) If you submit, post, upload or transmit any information or material including all messages, data, text, ideas, suggestions, graphics or pictures via SAFE-T-NET (“**Submitted Material**”), you assign all of your interest in the Submitted Material to SafetyQuip.
- (2) If such an assignment is invalid for any reason whatsoever, you will be deemed to have granted SafetyQuip a non-exclusive, irrevocable and perpetual licence to use the Submitted Material.
- (3) SafetyQuip may reproduce, distribute, transmit, publish, sell or otherwise commercially exploit any Submitted Material in any manner or through any medium SafetyQuip may choose, subject to:
 - (a) the terms of the SafetyQuip privacy policy **[## link to policy]**;
 - (b) your rights regarding protection of personal data; and
 - (c) any existing obligation of confidentiality to you by SafetyQuip.
- (4) SafetyQuip assumes no responsibility for the timeliness, deletion, miss-delivery or failure to store any Submitted Material or any other information, communications or settings.

3.2 Monitoring

SafetyQuip retains the right, but is not required, to monitor:

- (1) your use of SAFE-T-NET, including the time and duration of any access, and the time and instances of access to particular content; and
- (2) any content that you transmit or receive using SAFE-T-NET.

3.3 Storage and Removal of Content

- (1) SafetyQuip may retain and store for any purpose, including the purpose of audit, any and all information submitted or transmitted by you using SAFE-T-NET.
- (2) Further SafetyQuip retains, at its sole discretion, the right to block, remove or edit any content which SafetyQuip determines, in its sole discretion, is inappropriate.
- (3) Subject to any obligations of confidentiality or other rights you may have, SafetyQuip may disclose this information when it believes, at its sole discretion, that such disclosure is necessary.

3.4 Reliance on Information

- (1) The information on SAFE-T-NET is provided in good faith.
- (2) SafetyQuip provides the information on SAFE-T-NET on an “as is” basis and does not guarantee the accuracy, currency, reliability or completeness of such information.
- (3) You should not rely on any information on SAFE-T-NET without making your own independent assessment of the information.

3.5 Advertising

- (1) From time to time SafetyQuip may:
 - (a) provide, or allow to be provided, information from third parties regarding offers by those third parties; or
 - (b) feature paid or unpaid advertising on SAFE-T-NET.
- (2) The appearance of third party information or advertising on SAFE-T-NET does not constitute endorsement by SafetyQuip of any offer or any product or services offered or provided by such third party.
- (3) You must make your own enquiries as to the offer, the product, the service or the third party.
- (4) Your business dealings with, or participation in any promotions of, advertisers or other third parties found on or through SAFE-T-NET, including any terms, are solely between you and the advertiser or other third party.
- (5) SafetyQuip will in no way be responsible or liable for any loss or damage you suffer as a result of any dealings you have with advertisers or any other third party.

3.6 Links

- (1) Although every care is taken to provide links from SAFE-T-NET to suitable sites maintained by third parties (“**Third Party Site**”), SafetyQuip:
 - (a) does not guarantee or warrant the suitability, completeness or accuracy of any Third Party Site; and
 - (b) is not responsible for any material, information or practices associated with a Third Party Site.
- (2) The provision of a link does not constitute an endorsement or recommendation by SafetyQuip of a Third Party Site.
- (3) You should read the terms and conditions that appear on any Third Party Site carefully before accessing or using the site.

3.7 Security

- (1) SafetyQuip has taken reasonable steps to protect the information on SAFE-T-NET from illegal, harmful or inappropriate use, modification or alteration.
- (2) You acknowledge the potential for any internet-based system to be penetrated unlawfully for the purpose of theft or damage of material and agree to hold SafetyQuip, its employees, agents or contractors blameless for outages or unlawful penetrations.

3.8 Availability

- (1) You acknowledge that SafetyQuip:
 - (a) may change, add or remove features available via SAFE-T-NET at any time;
 - (b) may amend, remove or delete any content at its sole discretion, including any Submitted Material;
 - (c) may change or amend the hours of availability; or
 - (d) may change or amend the equipment and software required for access to SAFE-T-NET.
- (2) You agree that SafetyQuip is not responsible for any expected or unexpected outages due to equipment or software failure that prevents communications via the internet.

4. Intellectual Property

4.1 System

- (1) SafetyQuip is the primary licensee of SAFE-T-NET.
- (2) Nothing in these Terms of Use transfers to you any rights (including intellectual property rights), title and interest in and to SAFE-T-NET.

4.2 Content

- (1) All intellectual property rights subsisting in the contents of SAFE-T-NET are owned, or used under license, by SafetyQuip.
- (2) You will not acquire any right, title or interest in any contents of SAFE-T-NET.
- (3) You may access, display on a computer or a monitor and print out the contents of SAFE-T-NET for your internal business use and in accordance with these Terms of Use. You acknowledge and agree that any version of any document which you print does not necessarily reflect the most up-to-date version and you must confirm the status of any printed copy by referring to SAFE-T-NET prior to reliance on any printed copy.

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- (4) All other use, copying or reproduction (including reproduction on any other website) of any part of SAFE-T-NET or content of SAFE-T-NET is prohibited.

4.3 Trade Marks

- (1) All names, logos and trade marks located on SAFE-T-NET are owned, or used under license, by SafetyQuip.
- (2) Nothing in these Terms of Use or on SAFE-T-NET should be construed as granting any licence or rights to use any name, logo or trade mark without the express written permission of SafetyQuip or the relevant owner. Such permission if granted, may be granted with or without conditions.
- (3) You must not remove, modify, or alter any names, logos and trade marks appearing on SAFE-T-NET or on printed materials or copies of screen shots.

5. Privacy

- (1) SafetyQuip recognises that your personal information is very important to you and that you should have the right to control the use and dissemination of that information.
- (2) Please check our Privacy Policy **### Please insert a hyperlink to the SafetyQuip privacy policy** to learn about what personal information SafetyQuip collects via SAFE-T-NET and how SafetyQuip handles it.
- (3) In accordance with our Privacy Policy, you consent to the disclosure of your personal information to, and use by, organisations providing hosting services whether such organisations reside in Australia or overseas.

6. Confidentiality

6.1 Confidential Information

For the purposes of this clause 6, "Confidential Information" means any information of SafetyQuip relating to the SafetyQuip system and franchise network, including, but not limited to, any:

- (1) information defined as Confidential Information in any franchise agreement or supply agreement between you and SafetyQuip;
- (2) information disclosed to you by SafetyQuip in relation to SAFE-T-NET or the operation of SAFE-T-NET; or
- (3) content or information provided to you via SAFE-T-NET, including, but not limited to:
 - (a) products, product manuals and price lists;
 - (b) sales promotion aids and marketing reports;

(c) operations manuals, training manuals, policy manuals and information bulletins; and

(d) business forms,

but does not include information which:

(4) at the time of first disclosure by SafetyQuip to you is already in the public domain; or

(5) after disclosure by SafetyQuip to you becomes part of the public domain otherwise than by disclosure in breach of these Terms of Use.

6.2 **Obligation to keep confidential**

(1) You acknowledge and agree that the Confidential Information:

(a) is provided or has been obtained under an obligation of strict confidence to SafetyQuip; and

(b) comprises trade secrets of SafetyQuip and is SafetyQuip's property.

(2) You must not:

(a) during the period of your access to SAFE-T-NET or thereafter disclose any Confidential Information to any person, without the prior written consent of SafetyQuip;

(b) use the Confidential Information in connection with any business or venture in which you have a direct or indirect interest, whether as a proprietor, partner, joint venturer, shareholder, officer, director or in any other capacity, other than in connection with the operation of a SafetyQuip business; or

(c) use the Confidential Information after termination or suspension of your right to access SAFE-T-NET except where such use is permitted under the terms of any other agreement.

6.3 **Directors, Shareholders, Agents and Employees**

If you have entered into a franchise agreement with SafetyQuip, you must:

(1) ensure that all of your directors, shareholders, agents and employees who will receive or who will have access to or use SAFE-T-NET, sign a copy of these Terms of Use, as amended by SafetyQuip from time to time, before they receive or are granted access to SAFE-T-NET;

(2) use your best endeavours to cause all of your directors, shareholders, agents and employees who receive or have access to SAFE-T-NET to observe all of their obligations under these Terms of Use; and

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- (3) implement proper systems and procedures as may be necessary and as are required by SafetyQuip to maintain the security and integrity of SAFE-T-NET.

7. Franchisees

If you have entered into a franchise agreement with SafetyQuip, any breach of these Terms of Use by you or your employees, agents, servants, contractors or others for whom you are legally responsible will constitute a breach of your franchise agreement.

8. Risk, Warranties and Liability

8.1 Risk

Your use of SAFE-T-NET is at your sole risk.

8.2 Disclaimer of Warranty

To the extent permitted by law, SAFE-T-NET and all information contained in or provided via SAFE-T-NET is provided “as is”, without any warranties of any kind, either express or implied, including but not limited to:

- (1) any implied warranties of merchantability, fitness for particular purposes or non-infringement; or
- (2) any warranties that:
 - (a) SAFE-T-NET will be uninterrupted, timely, secure or error-free;
 - (b) any information or results provided through or by SAFE-T-NET is accurate, reliable or up-to-date;
 - (c) any software errors or error in SAFE-T-NET will be corrected;
 - (d) any products, services, information or material purchased or obtained through SAFE-T-NET will be in accordance with any material provided on SAFE-T-NET;
 - (e) SAFE-T-NET is free from computer viruses (including macro viruses) or any other defect or error that may effect your software or systems;
 - (f) SAFE-T-NET or every feature of SAFE-T-NET will remain available to you; or
 - (g) SAFE-T-NET will be free from outages or illegal, harmful or inappropriate use, modification or alteration.

8.3 Statutory and Implied Warranties

All statutory or implied terms, conditions or warranties concerning the quality or condition of SAFE-T-NET or any information, service, material, advice or recommendation supplied by SafetyQuip to you via SAFE-T-NET are excluded to the fullest extent permitted by law.

8.4 Limitation of Liability

- (1) If SafetyQuip or anyone who developed, created or produced SAFE-T-NET breaches any term, condition or warranty which is implied by law, and cannot lawfully be excluded, their liability for a breach of the applicable term, condition or warranty (other than a warranty implied by section 69 of the Trade Practices Act 1974 (Cth) or corresponding state legislation) is limited to, at SafetyQuip's election:
 - (a) the resupply of the relevant advice, service, recommendation or information; or
 - (b) the payment to you of the cost of having the relevant advice, service, recommendation or information supplied again.
- (2) Except to the extent that liability may not lawfully be excluded, neither SafetyQuip nor anyone who developed, created or produced SAFE-T-NET will be under any liability to you (or any of your officers, agents or employees) for any direct or indirect loss or damage (including without limitation consequential loss or damage, loss of profit or anticipated profit, loss of data, loss of use, damage to goodwill and loss due to delay) however caused (including without limitation due to breach of contract, negligence and/or breach of statute) which may be suffered or incurred or which may arise from or in connection with:
 - (a) your use of SAFE-T-NET;
 - (b) your inability to access or use SAFE-T-NET;
 - (c) your use of or reliance upon any of the information, services and/or materials contained in SAFE-T-NET or provided by SAFE-T-NET to you;
 - (d) the negligence of SafetyQuip or anyone who developed, created or produced SAFE-T-NET; or
 - (e) SafetyQuip's breach of its obligations under these Terms of Use.

9. Indemnity

9.1 Indemnity of SafetyQuip

You must indemnify SafetyQuip, its agents and contractors and any of their officers, directors and employees against:

- (1) all losses;

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- (2) all liabilities; and
 - (3) all costs actually payable by SafetyQuip (or its related bodies corporate) to its own legal representatives (whether or not under a costs agreement) and other expenses incurred by SafetyQuip (or its related bodies corporate) in connection with a demand, action, arbitration or other proceeding (including mediation, compromise, out of court settlement or appeal),

arising directly or indirectly as a result of or in connection with:

- (1) a breach of your obligations under these Terms of Use, whether express or implied;
- (2) your use of SAFE-T-NET;
- (3) any Submitted Material or any other information or material submitted, posted, uploaded or transmitted by your employees, agents, servants, contractors or others for whom you are legally responsible;
- (4) any negligent or wilful act or omission by you or your employees, agents, servants, contractors or others for whom you are legally responsible; and
- (5) any warranty, promise or representation made by you or any employee, agent, or other person acting on your behalf.

9.2 No recourse

You expressly recognise and agree that you have no recourse on any basis, including negligence, contract or statute to any entity or person who supplied SAFE-T-NET to SafetyQuip or hosts SAFE-T-NET on SafetyQuip's behalf.

10. Termination and Suspension

10.1 Termination by SafetyQuip

- (1) Access to SAFE-T-NET is provided to you at the sole discretion of SafetyQuip.
- (2) SafetyQuip may by notice in writing immediately terminate or suspend your access at any time and for any reason, including:
 - (a) if you breach these Terms of Use;
 - (b) if you are a SafetyQuip franchisee, your franchise agreement with SafetyQuip is terminated;
 - (c) if you are a supplier or service provider to SafetyQuip, your supply or service agreement is terminated; or
 - (d) if you are an employee, your employment with SafetyQuip, a SafetyQuip franchisee or a supplier or service provider to SafetyQuip, is terminated.

10.2 Liquidated Damages

For each:

- (1) item of spam; or
- (2) unsolicited bulk message,

that is transmitted using, or otherwise associated with, your user ID, you must pay SafetyQuip liquidated damages of A\$5 per recipient. You agree that this sum represents a genuine pre-estimate of the loss suffered by SafetyQuip as a result of any spam or unsolicited bulk message being transmitted via SAFE-T-NET.

10.3 Consequences

- (1) Upon termination of these Terms of Use, SafetyQuip may do all things it believes are necessary and desirable for the continued operation of the system, including without limitation, discarding any Submitted Material that resides on SAFE-T-NET.
- (2) SafetyQuip will not be liable to you or any third party as a result of any termination or suspension of your access to SAFE-T-NET.

11. Other

11.1 Amendment of these Terms of Use

SafetyQuip:

- (1) reserves the right to vary these Terms of Use from time to time by giving you notice of such change and specifying the date on which such changes will take effect; and
- (2) may make continued access to SAFE-T-NET conditional upon receiving from you acceptance of the varied Terms of Use in any form required by SafetyQuip.

11.2 Notices

- (1) A notice or other communication connected with this Agreement (“**Notice**”) has no legal effect unless it is in writing.
- (2) A Notice may be given by any method of service:
 - (a) provided by law; or
 - (b) under the franchise or supply agreement between:
 - (i) you and SafetyQuip; or
 - (ii) your employer or principal and SafetyQuip.

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- (3) SafetyQuip may also give you a Notice by displaying the Notice generally on SAFE-T-NET; and
 - (4) notwithstanding any terms in any franchise agreement you agree that any notice required to be given to you or by you may be done so using SAFE-T-NET.

11.3 Headings

Headings are for your convenience only and do not form part of these Terms of Use.

11.4 Waiver

- (1) A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.
- (2) The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right.
- (3) A waiver is not effective unless it is in writing.
- (4) Waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

11.5 Severability

If any term or condition in these Terms of Use is unenforceable, illegal or void then it is severed and the rest of these Terms of Use remain in force.

11.6 Entire Understanding

These Terms of Use:

- (1) constitute the entire agreement and understanding between the parties on everything connected with the subject matter of these Terms of Use; and
- (2) supersedes any prior agreement or understanding on anything connected with that subject matter.

11.7 Governing Law and Jurisdiction

- (1) The law of Queensland, Australia governs these Terms of Use.
- (2) The parties submit to the exclusive jurisdiction of the courts of Queensland, Australia and of the Commonwealth of Australia and agree that any lawsuit must be heard in those courts.

12. Contact Details of SafetyQuip System Administrator

SafetyQuip System Administrator

Name: Gary Shearer

Email Address: gary@safetyquip.com.au
Telephone Number: 07 5455 3616
Facsimile Number: 07 5455 3822

13. Signature

[#Alternative 1# Following signature clause is appropriate for individual users including Guarantors]

Signed: _____

Name: _____ ("User")

Organisation: _____

Dated: _____

[#Alternative 2# Following signature clause is suitable for a company franchisee]

Executed by **[#Franchisee Name and ACN]** ("User") in accordance with s127 of the Corporations Act 2001:

Director/Company Secretary

Name: _____

Dated: _____

Director

Name: _____

PRIVACY POLICY

1. Introduction

- (1) SafetyQuip respects and upholds your rights to privacy protection under the National Privacy Principles contained in the *Privacy Act 1988* (Cth).
- (2) The National Privacy Principles apply to SafetyQuip from their introduction in late 2001.
- (3) This Privacy Policy describes how SafetyQuip manages your personal information.
- (4) From time to time, SafetyQuip may regard it as necessary or desirable to act outside this Privacy Policy. SafetyQuip may do so, subject only to any statutory rights you have under the Privacy Act or other applicable legislation.

2. What personal information about you does SafetyQuip hold?

SafetyQuip may hold any personal information that you transmit or receive via SAFE-T-NET including:

- (1) your name, address and telephone number(s);
- (2) your passwords;
- (3) your date of birth;
- (4) your email address; and
- (5) [#Gary, you will need to insert any other personal information that you specifically collect]

3. What does SafetyQuip do with your personal information?

- (1) SafetyQuip places your personal information on SAFE-T-NET to allow SafetyQuip and others to contact you for the purposes of:
 - (a) providing information to you;
 - (b) seeking your input;
 - (c) communicating promotional offers and special events; and
 - (d) for internal administrative, marketing, planning, product development and research requirements;
- (2) SafetyQuip may disclose your personal information:

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- (a) to other users of SAFE-T-NET;
 - (b) if required by law; and
 - (c) if SafetyQuip believes in good faith that such disclosure is reasonably necessary to comply with:
 - (i) any legal requirement;
 - (ii) the Terms of Use; or
 - (iii) to respond to claims that a user has violated the rights of a third party.
- (3) At any time you may opt out of receiving any communications from us (other than as required for the operation of the SafetyQuip system and franchise network).

4. Openness

- (1) You may request access to personal information SafetyQuip holds about you by writing to the SAFE-T-NET Administrator at gary@safetynet.com.au. You do not have to provide a reason for requesting access.
- (2) Where SafetyQuip holds information that you are entitled to access, SafetyQuip will endeavour to provide you with a suitable range of choices as to how you access it (eg emailing or mailing it to you).
- (3) If you believe that personal information SafetyQuip holds about you is incorrect, incomplete or inaccurate, then you may request amendment of it. SafetyQuip will consider if the information requires amendment. If SafetyQuip does not agree that there are grounds for amendment, then SafetyQuip will add a note to the personal information stating that you disagree with it.
- (4) Any questions about this policy, or any complaint regarding treatment of your privacy by SafetyQuip, should also be made in writing to the address below.

5. Cookies

SafetyQuip uses session based cookies in the operation of SAFE-T-NET for the purposes of ensuring that your access to SAFE-T-NET is valid during the period of each access.

6. Transfer Overseas

You consent to the to the disclosure of your personal information to, and use by, organisations providing hosting services who reside in foreign countries.

7. Miscellaneous

In this policy “**personal information**” has the same meaning as under the Privacy Act 1988 (Cth). References to “**SafetyQuip**” are to SafetyQuip (Australia) Pty Ltd ABN 37 101 924 645 and its related bodies corporate.

We may change this policy from time to time. Such amendments will take affect from the time at which we make the amended policy available to you.