

MEMBERSHIP TERMS AND CONDITIONS

Description

1. ACCEPTANCE TERMS OF USE

Where you (the User) continue to browse and use the HR ADVICE ONLINE PTY LTD Web Site (the Web Site), and the products and services offered by HR ADVICE ONLINE PTY LTD through the Web Site (Products and Services), the User is bound by and accepts to be bound by these terms and conditions of use at all times and as amended from time to time (Terms of Use). In these Terms of Use the word the User includes a Subscribed User and a Paid Subscribed User.

2. INTENDED USE IN AUSTRALIA ONLY

HR ADVICE ONLINE PTY LTD acknowledges the Web Site is controlled, operated and maintained in Australia. The information and materials contained in the Website and in the Products and Services are specifically intended to be used for Australian purposes and HR ADVICE ONLINE PTY LTD acknowledges the information and materials contained in the Website and in the Products and Services are not suitable nor appropriate for use for other locations. The User who accesses and uses the Web Site, the Products and Services from locations outside of Australia does so at its own risk and shall also be solely responsible for being compliant with those local laws, rules and regulations.

3. ACCESS TO WEB SITE AND THE WORLD WIDE WEB

The User acknowledges that in order to access and use this Web Site the User requires the necessary equipment, connections and services to access the World Wide Web. The User is responsible for attaining the necessary equipment, connections and services to access the World Wide Web, including bearing the cost and expense of same. The User also acknowledges the World Wide Web is a public network, it is not private, protected nor secure, and the User accepts the risk involved in using it. HR ADVICE ONLINE PTY LTD cannot guarantee and does not warrant the Web Site will be free from errors, faults, viruses, worms, Trojan horses or other harmful, debilitating or damaging and unsafe components, software or programs.

4. ACCURACY

Whilst HR ADVICE ONLINE PTY LTD will use its best endeavours to ensure the information and materials contained in the Website and its Products and Services are accurate, correct, precise and proper, the User uses the information and materials at its own risk including ensuring the information and materials meet the User's requirements suitability and fitness for purpose, and acknowledges some inaccuracies and errors may be contained therein. The User further acknowledges the information and materials contained in and offered on the Website and in the Products and Services are

not and do not equate to legal or professional advice nor is it intended that they be relied upon or be construed as being legal or professional advice or a substitute for legal or professional advice.

5. CHANGES TO WEBSITE, PRODUCTS & SERVICES

HR ADVICE ONLINE PTY LTD may, at its sole discretion, remove, alter, modify, amend or change any aspect to or part of the Web Site (including but not limited to HR ADVICE ONLINE PTY LTD's Products and Services available through the Web Site) without any prior notice.

6. CHANGES TO TERMS OF USE

The content, provisions, terms and conditions of these Terms of Use is subject to change by HR ADVICE ONLINE PTY LTD without any prior notice.

7. TERMINATION BY HR ADVICE ONLINE PTY LTD

HR ADVICE ONLINE PTY LTD may, at its own discretion, deny the User access to or use of this Web Site, Products and Services, where HR ADVICE ONLINE PTY LTD deems or believes the User has breached any provision in these Terms of Use, the User has violated the rights of HR ADVICE ONLINE PTY LTD, the User has used the Web Site inappropriately or the User has used the Website in a way that brings HR ADVICE ONLINE PTY LTD into disrepute.

8. USER WARRANTIES and ACKNOWLEDGEMENTS (USER CONDUCT)

The User unequivocally and explicitly warrants and acknowledges it must not:

- Provide HR ADVICE ONLINE PTY LTD with false details;
- Post or transmit any obscene, offensive, indecent, defamatory, inflammatory unlawful materials or content through the Web Site;
- Interfere, tamper with, hinder or obstruct the Web Site and the Products and Services (including attempting to do same) offered by HR ADVICE ONLINE PTY LTD through the Web Site;
- Transmit or upload (including attempting to do same) any viruses, worms, Trojan horses or other harmful, debilitating or damaging and unsafe components, software or programs through the Web Site;
- Alter or modify the information and materials contained in and offered on the Website and in the Products and Services;
- Use the Web Site, the Products and Services, or any part thereof, for unlawful purposes or violate any applicable laws, rules and regulations;
- Impersonate another person or falsify an identity;
- Sell the Products and Services offered by HR ADVICE ONLINE PTY LTD or forward them onto any other individual, entity, organisation or association outside of the User's business;
- Use the information and materials contained in and offered on the Website and in the Products and Services in a way other than for personal use or use in the User's business.

9. SUBSCRIBED USER/PAID SUBSCRIBED USER REGISTRATION & PASSWORD

Some parts of the Web Site and some of the Products and Services may only be accessible to those who have subscribed and registered with HR ADVICE ONLINE PTY LTD to become subscribed users (â€œSubscribed Usersâ€).

Some parts of the Web Site and some of the Products and Services may only be accessible to those who have subscribed and registered with HR ADVICE ONLINE PTY LTD to become paid subscribed users (â€œPaid Subscribed Usersâ€) and have paid a subscription fee (â€œSubscription Feeâ€) for a period of

12 months (â€œthe Termâ€). The registration page (â€œRegistration Pageâ€) that each Subscribed User/Paid Subscribed User executes in order to become a Subscribed User/Paid Subscribed User forms part of these Terms of Use.

At the time of subscribing and registering, the Subscribed User/Paid Subscribed User must provide accurate and truthful details as requested by HR ADVICE ONLINE PTY LTD. The Subscribed User/Paid Subscribed User must provide HR ADVICE ONLINE PTY LTD with a correct email address, user name and user password at the time of subscribing and registering and the Subscribed User/Paid Subscribed User is solely responsible for maintaining the privacy and confidentiality of those details. By subscribing and registering, the Subscribed User/Paid Subscribed User unequivocally agrees at all times to be bound by these Terms of Use as amended from time to time and the Subscribed User/Paid Subscribed User acknowledges it has the authority to subscribe and register to the Website, the Products and Services.

10. NO CANCELLATION BY THE PAID SUBSCRIBED USER

The Paid Subscribed User may not cancel its subscription and registration within the Term; however, the Paid Subscribed User may choose not to renew its subscription and registration at the expiration and end of the Term.

11. PRIVACY POLICY

HR ADVICE ONLINE PTY LTD is committed to providing the User with an efficient service. To perform its duties professionally, it is necessary for HR ADVICE ONLINE PTY LTD to sometimes collect, use and sometimes disclose Personal Information about the User. HR ADVICE ONLINE PTY LTD remains committed to respecting and protecting the privacy and confidentiality of the Userâ€™s Personal Information. â€Personal Informationâ€ is information regarding an individual or entity whose identity is apparent or can be easily ascertained from that information. This includes the Userâ€™s name, address, contact details, financial and billing information (including A.C.N./A.B.N, and credit card details as required).

The way in which HR ADVICE ONLINE PTY LTD will collect the Userâ€™s Personal Information will vary in accordance with how the User communicates with HR ADVICE ONLINE PTY LTD. It may be collected electronically through an on-line service (an electronic registration form), directly from the User verbally (face-to-face attendance or via telephone conversations) or by means of written correspondence (emails, facsimiles or letters posted to HR ADVICE ONLINE PTY LTD). HR ADVICE ONLINE PTY LTD will collect Personal Information about the User for the purpose of operating the Website and providing the Products and Services. HR ADVICE ONLINE PTY LTD would not be in a

position to provide these items without this Personal Information.

At times, HR ADVICE ONLINE PTY LTD may use this Personal Information to notify the User of HR ADVICE ONLINE PTY LTD's other products, promotions or special offers and to sustain a relationship with the User. The User may, at any time, express that it no longer wishes to receive information regarding these other products, promotions or special offers.

HR ADVICE ONLINE PTY LTD does not use "cookies" on the Web Site to collect information and it does not buy or sell, rent or lease, or in any way trade Personal Information (such as "mailing lists").

Only in certain circumstances will HR ADVICE ONLINE PTY LTD use or disclose the User's Personal Information for a purpose other than primarily what it is collected for. Sometimes it may be necessary for HR ADVICE ONLINE PTY LTD to disclose this Personal Information to other organisations. The organisations/type of organisations HR ADVICE ONLINE PTY LTD may disclose Personal Information of this kind are to other service providers or third parties who assist HR ADVICE ONLINE PTY LTD in operating the Website and providing the Products and Services (such as a professional printing business, website designer or HR ADVICE ONLINE PTY LTD's legal representatives).

Other times it may be necessary for HR ADVICE ONLINE PTY LTD to transfer the User's Personal Information to someone who is in a foreign country. In this scenario HR ADVICE ONLINE PTY LTD will endeavour to take reasonable steps to ensure the recipient of the transferred information uses, holds and discloses it consistently with Australian privacy laws.

HR ADVICE ONLINE PTY LTD is committed to preserving and securing the protection and integrity of the User's Personal Information. It has implemented certain precautions to safeguard this information from misuse, loss, unauthorised access, modification or disclosure. However, HR ADVICE ONLINE PTY LTD does acknowledge that data transmitted over the internet is not completely secure. For this reason, HR ADVICE ONLINE PTY LTD cannot guarantee the security of this Personal Information via the internet and any such data transmission undertaken by the User is done so at the User's own risk.

Upon request, the User may access the Personal Information HR ADVICE ONLINE PTY LTD holds about the User. The User will be able to log in and view this information. Where the User establishes the Personal Information HR ADVICE ONLINE PTY LTD holds about the User is not accurate, complete or up-to-date, the User may notify HR ADVICE ONLINE PTY LTD regarding same and HR ADVICE ONLINE PTY LTD shall take reasonable steps to correct it.

HR ADVICE ONLINE PTY LTD does not anticipate the necessity to collect sensitive information about the User. "Sensitive Information" is information such as the User's race, political beliefs, religious beliefs, sexuality, and so forth. This would only occur in certain circumstances and HR ADVICE ONLINE PTY LTD would ascertain the User's consent before collecting this information (unless where the exemptions in law apply).

HR ADVICE ONLINE PTY LTD is not responsible for the privacy policies or privacy practices of the organisations it provides links to from the Website. The User should check the respective privacy policies and practices of those organisations.

Any queries regarding this privacy policy or HR ADVICE ONLINE PTY LTD's privacy practices, or to gain access to the Personal Information HR ADVICE ONLINE PTY LTD holds about the User, the User may submit its queries in writing to:

The Privacy Officer

HR ADVICE ONLINE PTY LTD
714 Main Road
ELTHAM VIC 3095

Alternatively, the User may send HR ADVICE ONLINE PTY LTD an email at the following email address: advice@hradviceonline.com.au

12. LINKS TO THIRD PARTIES

The Web Site may contain links to third party web sites. HR ADVICE ONLINE PTY LTD does not:

- Operate, control, approve, endorse those web sites nor is HR ADVICE ONLINE PTY LTD responsible for those web sites and the content, materials, information and graphics they contain;
- Make any warranties or representations that those web sites do not infringe the intellectual property of any person or entity;
- Make any warranties or representations regarding the quality, accuracy and suitability of purpose of those web sites and the content, materials, information and graphics they contain.

Where the User enters any the third party web site, the User does so at its own risk.

13. INDEMNITY

The User agrees to indemnify, forever release, defend, hold harmless and discharge HR ADVICE ONLINE PTY LTD and its officers, directors, employees and agents (each an "Indemnitee") harmless from and against any and all claims, actions, losses, damages, liabilities, costs and expenses (including, without limitation, reimbursement for legal fees and disbursements incurred by an Indemnitee in any action between a party and the Indemnitee, or between the Indemnitee and any third party or any other action) arising out of or in connection with any of the terms and condition in these Terms of Use, including but not limited to:

- Accessing and using the Web Site, the Products and Services;
- Accessing and using the Web Site, the Products and Services through the use of the World Wide Web (including the risks in using the World Wide Web);
- Accessing and using the Web Site, the Products and Services from locations outside of Australia (including but not limited to being compliant with those local laws, rules and regulations);
- The User's misuse, abuse and mistreatment of the Website, the Products and Services;
- The User's breach of any of the provisions of these Terms of Use;
- HR ADVICE ONLINE PTY LTD's changes to the Website, the Products and Services (including the removal of any information and materials on the Web Site and any of the Products or Services);

- Inaccuracy and errors in the information and materials contained in and offered on the Website and in the Products and Services;
- The accuracy, security and confidentiality of the User's Personal Information;
- The Website remaining free from errors, faults, viruses, worms, Trojan horses or other harmful, debilitating or damaging and unsafe components, software or programs and the User being contaminated and infected by same after using the Website;
- Alterations or modifications made to the IP by any other individual, entity, association or organisation other than HR ADVICE ONLINE PTY LTD;
- Unauthorised Use of the information and materials contained in and offered on the Website and in the Products and Services.

14. IP

Intellectual Property means all the intellectual property developed and owned by HR ADVICE ONLINE PTY LTD, in or arising out of the Web Site, the Products and Services and the content, information and materials therein contained, whether protectable by statute, at common law or in equity, including all copyright, inventions, patents, designs (whether or not registrable), registered and unregistered trademarks.

All Intellectual Property shall remain, belong to and be the absolute and exclusive property of HR ADVICE ONLINE PTY LTD. The Intellectual Property will not be the subject of any grant of any interest or licence whatsoever.

15. GST

GST means any goods and services tax or similar value added tax levied or imposed by the Commonwealth of Australia and a word or expression used in these Terms of Use which is defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) has the same meaning herein. Consideration due to be paid or provided for a supply made pursuant to, under or in connection with these Terms of Use does not include an account of GST and is GST exclusive unless otherwise specified.

Where any supply to be made by one Party (Supplier) to the other Party (Recipient) pursuant to, under or in connection with these Terms of Use is subject to GST (unless it is otherwise specifically described as GST Inclusive): (i) The consideration payable or to be provided for that supply (GST Exclusive Consideration) shall be increased by an amount equal to the GST payable (Additional Amount); and, (ii) The Recipient must pay that Additional Amount at the same time and in the same manner as the GST Exclusive Consideration payable or to be provided for that supply.

In the event that any payment to be made to a Party pursuant to, under or in connection with these Terms of Use is a reimbursement of an expense or other liability incurred or to be incurred by that Party, then the amount of the payment must include any increase in accordance with above if that payment is subject to paying GST.

Notwithstanding anything herein, the Recipient shall not make any payment for a taxable supply made pursuant to, under or in connection with these Terms of Use until the Recipient has been given a tax

invoice by the Supplier.

If an adjustment event has occurred in respect of a taxable supply made under or in connection with these Terms of Use, any Party that becomes aware of the occurrence of that adjustment event must notify the other Party as soon as practicable, and the Parties agree to take whatever steps are necessary (including to issue an adjustment note), and to make whatever adjustments are required, to ensure that any GST or additional GST on that taxable supply, or any refund of GST (or part thereof), is paid no later than twenty- eight (28) days after it becomes aware that the adjustment event has occurred.

16. FORCE MAJEURE

For purposes of these Terms of Use, "Event of Force Majeure" means any circumstance or event which is unforeseeable, unavoidable and insurmountable. HR ADVICE ONLINE PTY LTD is not responsible for any failure to perform its obligations under these Terms of Use if it is prevented or delayed in performing those obligations by an Event of Force Majeure.

Where there is an Event of Force Majeure, HR ADVICE ONLINE PTY LTD is not obliged to notify the User or give full particulars of the Event of Force Majeure or the reasons for the Event of Force Majeure preventing it from, or delaying it in performing its obligations under these Terms of Use. However, HR ADVICE ONLINE PTY LTD will use its reasonable efforts to mitigate the effect of the Event of Force Majeure upon its performance and to fulfil its obligations under these Terms of Use. Upon completion of the Event of Force Majeure HR ADVICE ONLINE PTY LTD must as soon as reasonably practicable recommence the performance of its obligations under these Terms of Use.

An Event of Force Majeure does not relieve a Party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation on the User to pay money in a timely manner which matured prior to the occurrence of that event. The User has no entitlement to and HR ADVICE ONLINE PTY LTD has no liability for any costs, losses, expenses or damages due to an Event of Force Majeure.

17. MISCELLANEOUS

Each Party hereto represents and warrants that it has all necessary power and authority to enter into these Terms of Use and perform its obligations hereunder and its execution and delivery of and performance under these Terms of Use does not violate any law, statute or other governmental regulation.

The User acknowledges that HR ADVICE ONLINE PTY LTD has not, nor has anyone on HR ADVICE ONLINE PTY LTD's behalf, made any representation or warranty regarding any aspect of these Terms of Use, apart from those statements contained in these Terms of Use. If any information, representation or warranty was made by HR ADVICE ONLINE PTY LTD or by any of HR ADVICE ONLINE PTY LTD's agents whosoever with the intention or knowledge that it would be relied upon, the User warrants that no such information representation or warranty has in fact been relied upon and the User releases HR ADVICE ONLINE PTY LTD and/or HR ADVICE ONLINE PTY LTD's agents from any claims and demands in respect thereof.

For the purpose of these Terms of Use, “HR ADVICE ONLINE PTY LTD” means HR ADVICE ONLINE PTY LTD Pty Ltd (A.C.N. 149 756 758) and includes all its officers, employees, directors, agents, executors, administrators, successors, substitutes, agents, contractors and assignees and representatives of the business of HR ADVICE ONLINE PTY LTD. For the purposes of these Terms of Use, where the User is an individual “User” shall mean that individual only; where the User is an entity, association or organisation, “User” shall mean its officers directors and employees only.

The Parties hereby agree that nothing contained herein shall constitute the relationship of partnership, principal and agent, a joint venture or employer and employee between HR ADVICE ONLINE PTY LTD, HR ADVICE ONLINE PTY LTD™s, employees, agents and contractors and the User and it is the express intention of the Parties that any such relationships are denied.

These Terms of Use are the sole and entire agreement between the Parties. The Parties expressly acknowledge that no representations or warranties have been given by either of them other than those contained in these Terms of Use and any earlier representations or warranties have been superseded with terms and conditions herein contained. Neither Party shall be bound by any conditions, definitions, warranties or representations written or stated prior to these Terms of Use and not expressly incorporated into these Terms of Use.

These Terms of Use shall be governed by and interpreted in accordance with the laws of Victoria (as amended from time to time) and the Parties irrevocably submit to the non jurisdiction of the Courts of Victoria.

In the event that any provision or part of any provision of these Terms of Use is deemed void, invalid, illegal or unenforceable for any reason, if capable of being read down, be read down, or may be severed from these Terms of Use. Such severance will not affect the validity, operation or enforceability of any other provision of these Terms of Use. A defect in any provision of these Terms of Use or any part of a provision of these Terms of Use shall not affect any other provision.

The failure, delay or omission by HR ADVICE ONLINE PTY LTD to exercise a power or right conferred on HR ADVICE ONLINE PTY LTD by these Terms of Use will not operate as a waiver of that power or right, and any single exercise of a power or right will not preclude another exercise of that power, or the exercise of another power or right under these Terms of Use. A waiver of a provision of these Terms of Use, or consent to a departure by HR ADVICE ONLINE PTY LTD from a provision of these Terms of Use, must be in writing and signed by HR ADVICE ONLINE PTY LTD.

The User must not assign, subcontract or otherwise dispose of any of its rights or obligations, whether in whole or in part, under these Terms of Use without the prior written consent of HR ADVICE ONLINE PTY LTD. HR ADVICE ONLINE PTY LTD may assign, subcontract or otherwise dispose of any of its rights or obligations, whether in whole or in part, under these Terms of Use (“Changes”) at any time and without obtaining the consent of the User and shall forward to the User written notification of such Changes after such Changes have occurred. Here “written notice” includes publishing such changes on the Web Site.

Any notice, demand or other communication required or to be given or made pursuant to these Terms of Use is to be made in writing and may be given by regular post, facsimile transmission, by email or publishing such notice, demand or other communication on the Web Site.

18. DEFINITIONS

“Commencement Date” means the date the User becomes a Subscribed User/Paid Subscribed User.

“HR ADVICE ONLINE PTY LTD” means the entity HR ADVICE ONLINE PTY LTD (A.C.N. 149 756 758) and its officers, employees, directors, agents, executors, administrators, successors, substitutes, agents, contractors, assignees and representatives.

19. INTERPRETATION

In these Terms of Use, unless the contrary intention appears:

- Words importing one gender include the other genders;
- Words importing the singular include the plural and vice versa;
- Writing includes all means of reproducing words in a tangible and permanently visible form and any form of communication sent by post, email, facsimile transmission or published on the Web Site;
- All monetary amounts are in Australian dollars, unless otherwise expressly stated;
- A reference to a statute, regulation, proclamation, rule, code or ordinance or provision of a statute or regulation proclamation, rule, code or ordinance includes all regulations and other regulations and other

instruments under it and all amendments, consolidations, modifications, re-enactments or reprint of it or any statute, regulation, proclamation, rule, code or ordinance replacing it or of any provision of it;

- Headings in these Terms of Use have been inserted for convenience only and do not affect its interpretation or construction;
- No rule of construction applies to the disadvantage of a Party because these Terms of Use, or part of it, was prepared by or on behalf of that Party;
- Where a word, expression or phrase is defined and given a particular meaning in these Terms of Use, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;
- Where an action is required to be performed on or by a given day, that act must be performed by 5:00 pm Eastern Standard Time Australia on that day otherwise it is taken to have been performed on the following day;

If the time for performing any action under these Terms of Use is on or by a given day and that day is a Saturday, Sunday or public holiday, the time for performing the action shall extend to the next Business

Date Created

12/19/2022

Author

hr-advice-online