

Website Terms and Conditions of Use

1. INTRODUCTION

- 1.1 This website is published by OneVault Enterprises Pty Ltd (**us, we, our**).
- 1.2 We provide this website and its functions (**the Site**) so that we may provide you with our services including facilitation of cloud based uploading and downloading of information, data and documents, and sharing and searching of information, data and documents between you and other persons and replication and adaption of such information, data and documentation, sharing of information including news, promotional activity and Clinical Trials, including OneGuide, OneQuality, OneRisk, OneMMR, OneRec, OneAudit, OneLearning, OneBroadcast and OneCPD (**Services**) which we have agreed to provide to you under our other written agreements with you including any Service Contract (**Other Agreements**).
- 1.3 You agree to provide only true, accurate, current, and complete information.
- 1.4 In these Terms and Conditions of Use (**Terms of Use**), the terms "you" and "your" refer to a person (which shall include, but not limited to the person accessing the Site and the company or organisation for whom the person accessing the Site is employed by or contracts to in connection with the use of this Site and its materials).
- 1.5 By accessing the Site, you agree to be bound by these Terms of Use. If you do not accept any of these Terms of Use, you must refrain from using or accessing the Site.
- 1.6 You agree that these Terms of Use are in addition to any Other Agreements we have with you. You agree that if there is any necessary inconsistency between these Terms and Conditions and our Other Agreements with you, the Other Agreements prevail to the extent of any necessary inconsistency.
- 1.7 References to 'material on the Site' or 'information on the Site' (and other phrases with similar or the same meaning) include material or information made available for your use in connection with us providing you with the Services.

2. YOUR ACCESS TO THE SITE

- 2.1 You must maintain the confidentiality of any login identification name/numbers, passwords and similar information given to you (**Login Information**), and you must not allow or authorise any other person to use your Login Information.
- 2.2 You must immediately notify us of any suspected or actual unauthorised use of your Login Information.
- 2.3 You must not obtain or use any other Login Information which does not relate to you in any way, without the consent of the authorised user of the Login Information.

- 2.4 You must only use those facilities on the Site which you are authorised expressly by us to use and you agree not to attempt to circumvent any access restriction mechanisms on the Site.

3. USE OF THE SITE

- 3.1 You must not:
- 3.1.1 use the Site in a manner that is contrary to any law or which may encourage a person to act in a way which is contrary to any law;
 - 3.1.2 use the Site in a manner that may result in damage to the Site or any of our property or equipment or our contractors or agents;
 - 3.1.3 use the Site in a manner that may restrict, disrupt, or inhibit any other user from using, accessing or enjoying the Site;
 - 3.1.4 use the materials or information on the Site for any commercial purpose, or for any public display (commercial or non-commercial);
 - 3.1.5 upload, post, email or otherwise transmit confidential material, misleading or deceptive material, offensive or inappropriate material, advertising, marketing, or promotional material, or any other material which is contrary to any law to, or through, the Site;
 - 3.1.6 impersonate any person or entity, including our staff members or any other user;
 - 3.1.7 hold yourself out as having any authority to act on behalf of us;
 - 3.1.8 attempt to decompile or reverse engineer any software contained on the Site;
 - 3.1.9 transfer the materials to another person or "mirror" the materials on any other server; or
 - 3.1.10 collect or store personal information about other users in a manner which is inconsistent with these Terms of Use.
- 3.2 You acknowledge and agree that you are not granted any intellectual property rights whatsoever in any of our intellectual property.
- 3.3 We may monitor your use of the Site. We may in our sole discretion restrict your access to the Site. If we do this, you may be prevented from accessing all or parts of the Site. We are not liable to you or any third party for doing so.
- 3.4 We may impose limits or restrictions on the use you may make of the Site. We may for any reason withdraw the Site, or change or remove website functionality at any time provided we first give notice to you (except in the case of emergency when no notice to you is required).
- 3.5 We may in our sole discretion edit or remove any material that you have uploaded, posted, emailed, or otherwise transmitted to the Site.

4. CONTENT

- 4.1 We do not accept responsibility for material or information linked to or otherwise accessible through the Site. We do not review independent websites or control their content, but merely provides these links to you for your convenience. These links are not an endorsement of products, services, or information provided by such sites. The inclusion of these links to other websites does not imply that the owners or operators of those websites have given permission for the inclusion of these links, or that there is any relationship between us and the linked sites. Nor do the owners of the linked sites endorse the Site or us.
- 4.2 We are an independent company and references to other companies or institutions does not necessarily imply any partnership, joint venture, or other legal connection.

5. **LIMITATION OF LIABILITY**

To the maximum extent permitted by law we, our employees, agents, suppliers and contractors are not liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption, injury or death to person or loss or damage to property and any indirect, special, incidental, punitive, exemplary or consequential damages) arising out of the use or inability to use the materials or information on the Site.

6. **INDEMNITY**

As a continuing obligation, you agree to indemnify us from all claims, damages, losses, penalties, fines, expenses and costs (including legal costs on a solicitor / client or indemnity basis) which arise out of or relate to your access to or use of the Site or any materials or information on the Site or any damage that you may cause to the Site. This indemnification includes, without limitation, liability relating to copyright infringement, defamation, invasion of privacy, trade mark infringement, injury or death to person or loss or damage to property.

7. **INTERFERENCE WITH THE SITE**

You must not attempt to change, add to, remove, deface hack or otherwise interfere with the Site or any material, information or content displayed on the Site unless you have the express written consent from us.

8. **PRIVACY POLICY**

Our Privacy Policy available on the Site explains how your personal information is collected and managed in accordance with the *National Privacy Principles* in the *Privacy Act 1988*.

9. **DISCLAIMER**

- 9.1 The materials on the Site are provided on an "as is" and "as available" basis only. We make no representations or warranties, expressed or implied, in relation to any information, content, materials or products included on the Site or to its availability, performance, fitness for purpose for any particular use except to the extent otherwise provided under any applicable law.

9.2 We hereby disclaim and negate all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights to the fullest extent permitted at law. Further, we do not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on the Site or otherwise relating to such materials or on any websites linked to the Site.

10. **GENERAL**

10.1 The material or information on the Site may include technical, typographical, or photographic errors. We do not warrant that any of the materials on the Site are accurate, complete, or current. We may make changes to the Site at any time without notice to you unless such changes meaningfully reduces your rights in which case we will give you. We do not, however, make any commitment to update the Site.

10.2 We may revise these Terms of Use from time to time, and will always post the most current version on the Site. If a revision meaningfully reduces your rights, we will notify you (by, for example, sending a message to the email address associated with your account, posting on our blog or on this page). By continuing to use or access the Services after the revisions come into effect, you agree to be bound by the revised Terms of Use.

11. **GOVERNING LAW**

These Terms of Use shall be governed in accordance with the laws of the State of South Australia. In the event a dispute arises from these Terms of Use you agree to submit to the non-exclusive jurisdictions of the State of South Australia.