

## OneVault Platform - Terms and Conditions

The websites located at [onevault.net.au](http://onevault.net.au), [onevaultenterprises.com](http://onevaultenterprises.com) and [onevaultenterprises.com.au](http://onevaultenterprises.com.au) and all relevant domains and sub-domains and the online platforms and services offered through those websites (**Website**) are owned and operated by OneVault Enterprises Pty Ltd (**OneVault**).

Use of our Website and access to our products and services are subject to terms and conditions governing our relationship with you when you access our Website, interact with us via social media and when you access products or services from or through us or this Website. By continuing to interact with us in any way, including by acquiring products or services from or through us, you agree that you have read and understood, and agree to be bound by these terms and conditions.

### 1. Access to Website

- 1.1 If you disagree with any of these terms and conditions, you must stop using the Website and navigate away from it, and not access any products or services from us.
- 1.2 Any changes to the terms and conditions will be highlighted in **bold** for a period of 14 days following the changes being made. You must stop using the Website if you do not agree to any change in our terms and conditions. You are deemed to accept the changes if you continue to use the Website after the changes have been made available on the Website.
- 1.3 It is your responsibility to check the terms and conditions for changes when you use the Website. OneVault does not have any responsibility to inform you of changes beyond the requirements in clause 1.2 above.

### 2. Third Party Information

- 2.1 The functionality of the Website allows for you to submit information to our online platforms. Where this information contains the Personal Information<sup>1</sup> of any third party, you must:
  - 2.1.1 Make that third party aware of our Privacy Policy, which is available at [URL]; and
  - 2.1.2 Obtain their consent to submit that information to us.

### 3. Disclaimers

- 3.1 OneVault does not make any guarantee regarding your ability to access the Website, which may from time to time not be accessible or functional (whether wholly or partly).
- 3.2 To the greatest extent permissible by law, OneVault gives no warranty and makes no representation, express or implied, as to:
  - 3.2.1 the adequacy or appropriateness of any goods or services supplied by us to you for your particular needs or purposes;
  - 3.2.2 the truth, correctness, completeness or freedom from error of any content on the Website published by someone other than us;

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<sup>1</sup> As defined in our Privacy Policy.

- 3.2.3 any implied warranty or condition as to merchantability or fitness of any products or other goods or services for a purpose other than that for which they are commonly used;
    - 3.2.4 the appropriateness of the products and services for your business or personal needs, or other applications of that product.
  - 3.3 OneVault is not liable in any circumstances for special, indirect or consequential loss or any damages whatsoever resulting from loss or damage to property, injury, damage to reputation, loss of use, loss of data or loss of revenues or profits, whether in contract, tort, negligence or otherwise, arising out of or in connection with your use of the Website or the products or services you access from or through us.
  - 3.4 In any event, if any term or condition or obligation on our part is implied into these conditions by law then our liability is limited (at our election), to the maximum extent permitted by law, to the value of the products and services you have purchased, or the resupply of those products and services.
- 4. **Subscriptions**
  - 4.1 OneVault's services are offered on a subscription basis. You will only be given access to the services if you have paid the relevant subscription fee, and if you fail to pay a subscription fee, your access to the services may be terminated without notice. (**Subscription**).
- 5. **Terms of sale**
  - 5.1 Access to OneVault's services is based on you paying a subscription fee for each user account registered on our Website.
  - 5.2 Subscriptions purchased from OneVault will only be available once full payment has been received from you.
  - 5.3 OneVault reserve the right to cancel orders in the event of a pricing error, or technical malfunction that would cause our products or services to be sold at less than their recommended retail price.
  - 5.4 Subscriptions once placed may not be cancelled, and no refunds will be available for a change of mind.
  - 5.5 In the event you don't cancel the Subscription before it is due to expire, your Subscription will be automatically renewed for a further term of the same length as that which has just expired.
  - 5.6 In the event that you cancel your Subscription during a Subscription Term, OneVault will cancel your Subscription at the end of that Subscription Term.
  - 5.7 You are responsible for ensuring that the products and services we provide are appropriate for you and your business.
- 6. **Collection of Personal and Sensitive Information**
  - 6.1 OneVault's services may allow you to upload the Personal Information and Sensitive Information (as those terms are defined in the *Privacy Act 1988*) of third parties (eg. your patients and clients) into our system. It is a requirement of the Privacy Act, and a condition of using our services, that you:

- 6.1.1 notify individuals of the fact that you are storing their Personal Information with OneVault; and
- 6.1.2 obtain their consent if you plan to upload any Sensitive Information to OneVault's systems.

## 7. Content and Intellectual Property Rights

- 7.1 The content and design of the Website and our platforms, its underlying code, and the typeface, imagery and logos used to provide our products and services form part of our intellectual property. OneVault will defend the intellectual property rights in connection with our products and services and the Website.
- 7.2 Title and ownership of our intellectual property shall not be transferred by virtue of your use of the Website or our services.
- 7.3 Where you upload information and data to our platforms and Website, you:
  - 7.3.1 Warrant that you have a right to provide us with that information and data;
  - 7.3.2 Warrant that OneVault's storage and processing of that information and data will not infringe any third party's legal rights; and
  - 7.3.3 grant OneVault perpetual, royalty-free, Australia wide licence to use that information and data for the purpose of providing our customers with products and services, and for our own internal purposes. We will not share your data to a third party without your prior written consent.
- 7.4 Unless specifically authorised by us, or otherwise allowed by applicable laws, you may not copy, modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the content, our Website or platforms, in whole or in part.
- 7.5 You agree that you will not seek to reverse engineer, decompile or otherwise reproduce the Website or any of our Products or Services.
- 7.6 You may not use our name or logos or trademarks or any other content on any website of yours or that of any other person.
- 7.7 You agree to not offer our products or services for resale to any third party.

## 8. Website Security

- 8.1 OneVault will do its best to maintain the Website so that you have constant use, but there may be times when your use may be interrupted.
- 8.2 You agree that you will not, and will not allow any other person to:
  - 8.2.1 access the products purchased from us for any purpose other than for your own use of that product (including by ensuring that your log-in credentials remain secure and confidential);
  - 8.2.2 use the Website or products for any illegal, unlawful, improper or infringing purpose;
  - 8.2.3 use spiders, data scrapers, viruses or other software which may threaten the integrity and security of the Website;

8.2.4 query the website at a frequency likely to impact its accessibility for other users; or

8.2.5 upload, transmit, post or share any virus or similar computer code or software that may cause damage to, or violate the privacy of OneVault's data or the data of our customers.

8.3 You agree to use the Website in accordance with any and all applicable laws.

## 9. Indemnity

9.1 To the greatest extent permissible by law, you agree to indemnify us against any claim or demand, including reasonable lawyers' fees, made by any third party due to or arising in any way out of your use of the Website or products or services provided by us, of infringement of any intellectual property or other right (including privacy rights) of any person. This includes any claim that we have collected Sensitive Information from an individual without their consent **as you must warrant that you have that individual's consent before you upload anything to our servers.**

9.2 Use of the products may pose a risk to your safety and that of others. You agree that you will take reasonable precautions in using the products, including, but not limited to following all instructions and manuals provided with the products (if any).

9.3 You agree to hold OneVault, its officers, agents and employees harmless from any loss or damage suffered by you in using a product or services provided by us.

## 10. Miscellaneous provisions

10.1 If any of these terms and conditions are at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision or part thereof shall be interpreted as severable and shall not in any way affect any other of these terms.

10.2 No waiver by us, in exercising any right, power or provision in this document shall operate as a waiver of any other right or of that same right at a future time, nor shall any delay in exercise of any power or right be interpreted as a waiver.

10.3 If a dispute arises out of or in connection with these terms or any contract between you and us, then you agree to attempt to settle the dispute by engaging in good faith with us in a process of mediation before commencing arbitration or litigation.

10.4 OneVault is not liable for any breach of our obligations resulting from causes beyond our reasonable control including internet outages, pandemic, epidemic, pestilence, strikes or civil unrest, and restrictions imposed by law or regulation anywhere in Australia.

10.5 This document and any transactions governed by it will be governed by and construed in accordance with the law of South Australia. You submit to the exclusive jurisdiction of courts in South Australia.

10.6 This document records the entire agreement between the parties as to its subject matter. It supersedes any prior understandings or agreements between the parties in connection with it.

10.7 You may not assign, delegate or novate these terms and conditions to any other person or body corporate without our written authority.

- 10.8 OneVault retains the right to assign, delegate or novate these terms and conditions without notice.