

Terms of Use

1. Welcome to Tap into Safety, the website and Software of Tap into Safety, Pty Ltd. The Software is owned and operated by Tap into Safety ACN 600545364 of 19 Nankeen Way, Gwelup, WA 6018 ("**Tap into Safety**").
2. Tap into Safety operates a work health and safety training and assessment platform with two software solutions for workplace safety and mental health. The DASS-21 Assessment tool within the mental health Software is available to be used according to the UNSW Terms of Use [\[hyperlink.\]](#)
3. Tap into Safety provides ready-made and custom-built safety and mental health training content that is licensable for use in accordance with our various licences within the Tap into Safety Software platform.
4. This page explains the terms by which you may use our online and/or mobile services, website, and Software provided on or in connection with the service (collectively the "**Software**"). References to "we" or "us" refer to Tap into Safety and references to "you" mean you, the user of the Software.
5. This Agreement applies to all users who access the Software ("**Users**").
6. This Agreement incorporates the terms of our Privacy Policy including all future amendments or modifications thereof. By accessing or using the Software, you agree to be bound by this Terms of Use Agreement ("**Agreement**") and to the collection and use of personal data as set forth in the Tap into Safety Privacy Policy.
7. Potential and existing Users requiring custom-built modules (i.e. usually enterprises with a workforce of 500+ intended Users of the Software), can contact us at info@tapintosafety.com.au for a customised quotation including details of scope of



work (“**Quotation**”). This Agreement incorporates the terms of any Quotation, including all future amendments or modifications thereof.

8. The following terms and conditions (“**Terms of Use**”) govern the use of the Software. **BY USING the Software YOU ARE DEEMED TO HAVE ACCEPTED THESE TERMS OF USE.** Please read this Agreement carefully to ensure that you understand each provision.
9. **Eligibility.** You may use the Software only if you can form a binding contract with Tap into Safety as a User and only in compliance with this Agreement, and all applicable local, state, national, and international laws, rules, and regulations. The Software may not be available to any User previously removed from the Software by Tap into Safety. By using the Software, you represent and warrant that you have the full right, power and authority to enter into this Agreement and to fully perform all of your obligations hereunder. You further represent and warrant that you are under no legal disability or contractual restriction that prevents you from entering into this Agreement.
10. **License to use the Software.** Subject to the terms and conditions of this Agreement, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable licence to use the Software and as permitted by the features of the Software. Tap into Safety reserves all rights not expressly granted herein in the Software and the Tap into Safety Content. Your licence to use the Software will be automatically renew each year unless you cancel it by selecting the cancellation button on the Tap into safety website prior to the expiry of any annual renewal date. Tap into Safety may terminate this licence at any time for any reason or no reason. Additional terms may apply for any content that you upload to the Software. Any such additional terms will be made available to you prior to initiating any applicable uploads.
11. **Copyright in Software.** The Software is subject to copyright. The copyright is owned by Tap into Safety, or in the case of some material, a third party or User Content (see below). You may view the Software using your web browser and electronically copy and print hard copies of parts of the Software solely for personal, non-commercial



use. Any other use, including the reproduction, modification, distribution, transmission, republication or display of the content of the Software is strictly prohibited without the prior written consent of Tap into Safety.

12. **User Content:** Some areas of the Software allow Users to insert content such as videos, photographs, illustrations, diagrams, text and other content or information ("**User Content**"). You retain ownership of your User Content, and you understand that if you post User Content under a Brand, the Brand Owner will own—and be entirely responsible for—all such User Content. Tap into Safety reserves the right to require, or to instigate, immediate removal or deletion of any User Content on the Software that Tap into Safety, in its entire discretion, believes to be a negative reflection on its brand, or which may constitute or promote unlawful, disparaging, offensive, distasteful or discriminatory behaviours or practices against any person, animal or thing.

13. For the purposes of this Agreement, "**Intellectual Property Rights**" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

14. **Trade marks.** All trademarks, trade names, service marks and other product and service names and logos ("**Marks**") displayed on the Software are proprietary to their respective owners and are protected by applicable trade mark and copyright laws. These Marks may be registered or unregistered marks of Tap into Safety or third parties.



15. Nothing contained in the Software should be construed as giving you any right in or license to use any Marks of Tap into Safety or a third party which is displayed on this Website without their express permission.
16. If you use any of Tap into Safety's Marks (Tap into Safety, Hazard Insight or All of Me) to refer to our activities, goods or services, you must include a statement attributing that trade mark to us. You must not use any of our Marks: (a) in or as the whole or part of your own Marks; (b) in connection with activities, goods or services which are not ours; (c) in a manner which may be confusing, misleading or deceptive; or (d) in a manner that disparages us or our information, goods or services.
17. **Disclaimer.** Your access to the Software is at your own risk. The information contained in the Software is provided by us in good faith on an "as is" and "as available" basis. We make no representation or warranty as to the reliability, accuracy or completeness of the information contained in the Software or that the Software will be uninterrupted or error free. To the extent permitted by law, all representations, warranties and other terms are excluded.
18. The information in the Software does not constitute legal advice and is meant to act as a guidance tool only. Tap into Safety recommends that you obtain professional legal advice on the health and safety laws of the country and state applicable to you before relying on any content, including User Content, to satisfy health and safety compliance.
19. **Liability:** To the extent permitted by law, Tap into Safety and its related bodies corporate will in no way be liable to you or anyone else for any injury, losses, damages, liabilities, claims and expenses, however caused (including through negligence) which may be directly or indirectly suffered in connection with use of the Software. This limitation applies to direct, indirect, consequential, special, punitive, injury or other



damages you or others may suffer, as well as damages for loss of profits, business interruption or loss of data or information.

20. To the maximum extent permitted by applicable law, Tap into Safety assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our service; (iii) any unauthorised access to or use of our secure servers and/or any and all personal information stored therein; (iv) any interruption or cessation of transmission to or from the service; (v) any bugs, viruses, trojan horses, or the like that may be transmitted to or through our service by any third party; (vi) any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the service; and/or (vii) user content or the defamatory, offensive, or illegal conduct of any third party. In no event shall Tap into Safety, its affiliates, agents, directors, employees, suppliers, or licensors be liable to you for any claims, proceedings, liabilities, obligations, damages, losses or costs in an amount exceeding the amount you paid to Tap into Safety.
21. This limitation of liability section applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if Tap into Safety has been advised of the possibility of such damage. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.
22. Some states do not allow the exclusion of implied warranties or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This agreement gives you specific legal rights, and you may also have other rights which vary from state to state. The disclaimers, exclusions, and limitations of liability under this agreement will not apply to the extent prohibited by applicable law.



23. **Viruses:** We are not liable to you or anyone else if interference with or damage to your computer systems occurs in connection with use of the Software. You must take your own precautions to ensure that your computer systems are free of viruses or anything else (such as worms or trojan horses) that may interfere with or damage the operations of your computer systems.
24. **Governing law:** These Terms of Use are governed by the laws in force in Western Australia, Australia and you agree to submit to the non-exclusive jurisdiction of the courts of Western Australia, Australia and any courts which may hear appeals from those courts in respect of any proceedings in connection with these Terms of Use or the Software.
25. The Software may be accessed throughout Australia and overseas. Tap into Safety makes no representations that the content of the Software complies with the laws of any country outside Australia. If you access the Software from outside Australia, you do so at your own risk and are responsible for complying with the laws in the place where you access the Software.
26. **Software Rules.** You agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Software in any medium, including without limitation by any automated or non-automated “scraping”; (ii) using any automated system, including without limitation “robots,” “spiders,” “offline readers,” etc., to access the Software in a manner that sends more request messages to the Tap into Safety servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser; (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Software; (v) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (vi) uploading invalid data, viruses, worms, or other Software agents through the



Software; (vii) collecting or harvesting any personally identifiable information, including account names, from the Software; (viii) using the Software for any commercial solicitation purposes; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfering with the proper working of the Software; (xi) accessing any content on the Software through any technology or means other than those provided or authorized by the Software; (xii) bypassing the measures we may use to prevent or restrict access to the Software, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Software or the content therein; (xiii) using any Tap into Safety Content, including any Tap into Safety trademarks, in any manner that might tarnish, disparage, or reflect adversely on such Tap into Safety Content; (xiv) using the Software or any Tap into Safety Content to support, incite or promote discrimination, hostility or violence; (xv) using any Tap into Safety trademark or any variant thereof including misspellings as a domain name or as part of a domain name, as a metatag, keyword, or any other type of programming code or data; (xvi) adopting or using, without our prior written consent, any word or mark which is similar to or likely to be confused with Tap into Safety trademarks; (xvii) copying, imitating or using, in whole or in part, the look and feel of the Software without the prior written consent of Tap into Safety; (xviii) using any Tap into Safety Content to link to the Tap into Safety website without the prior written consent of Tap into Safety; or (xvii) framing or hotlinking to the Software or any content other than your own without the prior written consent of Tap into Safety.

27. We may, without prior notice, change the Software; stop providing the Software or features of the Software, to you or to Users generally; or create usage limits for the Software. We may permanently or temporarily terminate or suspend your access to the Software without notice and liability for any reason, including if in our sole determination you violate any provision of this Agreement, or for no reason.



28. **Privacy:** Any personally identifiable information that you submit through or in relation to the Software is collected and used by Tap into Safety in accordance with its Privacy Policy.
29. **Billing Policies:** You agree to the pricing and payment listed on the Software which we may update from time to time. Tap into Safety may add new services for additional fees and charges, or amend fees and charges for existing services, at any time in its sole discretion. All information that you provide in connection with a purchase or transaction or other monetary transaction interaction with the Software must be accurate, complete, and current. You agree to pay all charges incurred by your credit card or other payment method used in connection with a purchase or transaction or other monetary transaction interaction with the Service at the prices in effect when such charges are incurred. You will pay any applicable taxes, if any, relating to any such purchases, licenses, royalties, transactions, or other monetary transaction interactions. Licences will automatically renew each year unless cancelled by the User in accordance with clause 9 above.
30. **Security:** Tap into Safety cares about the integrity and security of your personal information. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.
31. **Changes to the Terms:** Tap into Safety reserves the right to amend these Terms of Use at any time without notice. Any amendment will come into effect from the time the amended Terms of Use are posted on the Tap into Safety website www.tapintosafety.com.au. Your use of the Software after any amendment constitutes an agreement by you to comply with and be bound by the amended Terms of Use. Accordingly, you should read these Terms of Use from time to time for changes.



32. **Arbitration:** For any dispute with Tap into Safety, you agree to first contact us at info@tapintosafety.com.au and attempt to resolve the dispute with us informally. In the unlikely event that Tap into Safety has not been able to resolve a dispute it has with you after attempting to do so informally, we each agree to resolve any claim, dispute, or controversy (excluding any Tap into Safety claims for injunctive or other equitable relief) arising out of or in connection with or relating to this Agreement, or the breach or alleged breach thereof (collectively, “**Claims**”), by binding arbitration by the Institute of Arbitrators & Mediators Australia (“**IAMA**”), except as provided herein. The arbitration will be conducted in Perth, Western Australia, unless you and Tap into Safety agree otherwise. Each party will be responsible for paying any filing, administrative and arbitrator fees in accordance with IAMA Rules. The award rendered by the arbitrator shall include costs of arbitration, reasonable lawyers’ fees and reasonable costs for expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall prevent either party from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of that party’s data security, Intellectual Property Rights, or other proprietary rights. All claims must be brought in the parties’ individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding, and, unless we agree otherwise, the arbitrator may not consolidate more than one person’s claims. You agree that, by entering into this agreement, you and Tap into Safety are each waiving the right to a trial by jury or to participate in a class action.

33. **Severance of clauses:** If any clause of these Terms of Use is held to be invalid, void, unlawful or unenforceable for any reason, that clause will be severed from the Terms of Use and it will not affect the validity and enforceability of the remainder of the Terms of Use.



34. **No Waiver:** No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and Tap into Safety's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

35. **Contact:** Please contact us at info@tapintosafety.com.au with any questions regarding this Agreement.

