

SalaryOne Pty Ltd - Terms of Use

IF YOU DO NOT AGREE TO ALL OF THE TERMS BELOW, DO NOT USE THE SERVICES

Use of the SalaryOne website, web portal, web applications, and online database platform (together, "Services") is subject to the terms below ("Terms"). SalaryOne reserves the right to update the Terms at any time with reasonable notice to its subscribers.

PLEASE READ THE TERMS BELOW OF USE CAREFULLY BEFORE USING THE SERVICES, because you agree to and are bound by the Terms by accessing and using the Services in any way, including:

- using any information,
- using any content,
- using any services,
- downloading or uploading any information or data

The Terms are entered into by and between SalaryOne and you. If you are using the Services on behalf of your employer, you represent that you are authorised to accept the Terms on your employer's behalf.

1. General

1.1 **SalaryOne Pty Ltd (ACN 138 044 774)** of PO Box 405, Floreat, Western Australia 6014 ("**SalaryOne**", "**we**", or "**us**") is the owner and licensor of the Services.

1.1 The access to the Services is licensed to the organisation through which you have been provided access to the Services ("**Principal Organisation**").

1.2 The Terms relate to the use of the Services and to access to the data provided by the Services and permitted by the Principal Organisation.

2. Contract Formation

2.1 By clicking on the "**I consent**" button when first logging onto, or registering for, the Services (as appropriate), you warrant that:

- (a) you are 18 or older;
- (b) you are:
 - (i) registering yourself; or
 - (ii) duly authorised to register on behalf of the person whose details you are entering and you have made that person aware of these Terms;
- (c) you agree:
 - (i) to be bound by these Terms, without alteration, yourself; or
 - (ii) to these Terms, without alteration, on behalf of the person on whose behalf you are registering.

2.2 The Services are available for you to:

- (a) access, and/or
 - (b) provide information,
- ... conditional on your acceptance without alteration of these Terms.

2.3 You signify your agreement to these Terms by continuing to:

- (a) access the Services, and/or
- (b) provide information.

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- 2.4 We provide the Services to you subject to the following Terms, which may be updated occasionally, at our sole discretion, without giving you any explanation or justification for such change, but with reasonable notice to subscribers via e-mail to the e-mail address provided by you in the registration process.
- 2.5 The most current version of these Terms will always supersede all previous versions. There will always be a link to the most current Terms on the www.salaryone.com.au home page. By continuing to use, visit, or browse the Services, you agree to be bound by the current version of these Terms.
- 2.6 These Terms contain the entire agreement between us and you regarding all the subjects we covered by these Terms.
- 2.7 We reserve the right to reject your membership application.

3. **Types of User**

The Services are available to the following types of subscribers (“Users”):

| Type of User | Description |
|---------------|--|
| Client | An organisation which contracts SalaryOne to design, build, and manage a web portal for the organisation and its members. |
| Subscriber | An organisation which subscribes to a SalaryOne survey and web portal, either directly with SalaryOne or through a client, and which nominates authorised users. |
| Admin User | An employee of a Client, who is authorised to be an administrative user with certain user rights. |
| Primary User | An employee of a Subscriber, who is authorised to be the primary contact person for the Subscriber. |
| Employee User | An employee of a Client or a Subscriber, who is authorised to have access to a SalaryOne web portal. |
| Free User | A person who registers for free access, with limited access, to a SalaryOne web portal. |

4. **Our Obligations to You**

4.1 **Services Provided**

We provide the following:

- (a) We will provide website access according to Users for the access to which you have subscribed.
- (b) We provide you with your own account and you may choose your own ID and password.

4.2 **Privacy**

We comply with the Australian *Privacy Act 1988* (Cth). Although we may not be required to do so, we comply with the Australian Privacy Principles.

You agree to comply with SalaryOne’s Privacy Policy in relation to that personal information as if the reference in that Privacy Policy to “SalaryOne” refers to you, as far as is reasonably possible.

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4.3 What We Do Not Provide

We DO NOT provide the following:

- (a) We take no responsibility for the content posted in or on the Services, but reserve the right to remove or edit any material posted in or on the Services, at our sole discretion.
- (b) We do not agree to provide the Services forever and at any time and for any or no reason, we may: limit, deny, modify, or discontinue the Services with or without notice to you.
- (c) Reasonable care has been taken to ensure that all information is true and correct. However, due to the nature of these Services, they may contain inaccurate information, whether due to error or omission of SalaryOne, the webmaster, or third party providers of information. Please advise SalaryOne if you believe that there are any errors or omissions.
- (d) Some hyperlinks on the Services may lead to other websites that are not owned or controlled by us. We have not reviewed these sites and have no control over the content of such sites. Connecting to linked sites and/or downloading any information from linked sites is done entirely at your own risk. We make no representation or warranty that downloads from linked sites will meet any prescribed specification, nor do we make any representation or warranty that such linked sites will not contain viruses, Trojan horses, worms, or otherwise impact upon your computer, nor do we warrant that any goods available via third party sites are fit for purpose or of merchantable quality or that services available via third party sites will be provided in a proper and workmanlike manner.

5. *Your Obligations to Us*

You agree to abide by the following rules:

- (a) Either you or your Principal Organisation will access the Services for business purposes.
- (b) You represent and warrant that all information you supply to us is complete and accurate.
- (c) You are solely responsible for maintaining the confidentiality of your account information, including your password, and for restricting access to your computer. You accept responsibility for all activities that occur under your account or password. It is your responsibility to provide and maintain an accurate and working e-mail address, delivery address, telephone number, at all times.
- (d) You agree not to use the Services for the purpose of generating income.
- (e) You agree not to upload, post, email, or otherwise send or transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, equipment, or site content associated with the Services.
- (f) You agree that you might encounter illegal, obscene, threatening, vulgar, defamatory, or otherwise objectionable material on the Services, for which we will not be liable. You should report such material to us so that we might take steps to remove it, although we are not obliged to do so.
- (g) You represent and warrant in relation to any material and/or information you provide to the Services that:
 - (i) you are authorised to provide the material and/or information;

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- (ii) the material and/or information is not defamatory or a malicious falsehood in relation to any product, service, person, or corporation;
 - (iii) the material and/or information is not the "passing off" of any product or service and does not constitute unfair competition;
 - (iv) the material and/or information does not infringe any intellectual property right including, but not limited to, trademarks, service marks, or business names (whether registered or unregistered), confidential information, and copyright; and
 - (v) the material and/or information does not infringe any legislation or regulations of the Commonwealth of Australia and or any State or Territory of Australia, including, but not limited to, the *Competition and Consumer Act 2010* (Cth) and the *Fair Trading Act 2010* (WA) and any other parliament competent to legislate in relation to the Services or any law in any country where the material and/or information is or will be available electronically to users of the Services.
- (h) You agree not to interfere in any way with the servers or networks connected to the Services, or to violate any of the procedures, policies, or regulations of networks connected to the Services, the terms of which are incorporated herein.
 - (i) You agree not to:
 - (i) conduct yourself in an offensive manner while using our Services;
 - (ii) impersonate any other person while using the Services; or
 - (iii) use the Services for any unlawful purpose.
 - (j) You agree not to post statements that are illegal, obscene, threatening, vulgar, defamatory, or otherwise objectionable to us or other users.
 - (k) You agree not to use a false e-mail address or otherwise mislead us or other users regarding the origin of such content. We reserve the right to remove or edit such content at any time without notice.
 - (l) You agree not to stalk or harass other Users.
 - (m) You agree that we are free to use any of the comments, statements, information, ideas, concepts, reviews, hints, or techniques contained in communications you send to us, without further compensation, acknowledgement, or payment to you, for any purpose whatsoever. Furthermore, by posting information on in or our Services, you grant us a nonexclusive, royalty-free license to display, use, reproduce, or modify that information.
 - (n) You agree to indemnify us and agree to keep us and our affiliates, licensors, content and service providers, participating publishers, authors, dealers, suppliers, employees, and agents indemnified from and against all actions, claims, demands, notices, losses, damages, costs, and expenses of any nature whatsoever suffered or incurred by us and our affiliates, licensors, content and service providers, participating publishers, authors, dealers, suppliers, employees, and agents by reason of any breach or non-performance by you of any of these Terms.
 - (o) You agree not to use our Services to transmit files containing viruses, Trojan horses, worms, or other harmful content.
 - (p) You agree not to promote or engage in pyramid schemes, chain letters, junk mail, spamming, or flaming using our services.
 - (q) You agree not to advertise, promote, market, solicit orders for, offer to buy or sell, goods or services via the Services without our prior written permission.

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- (r) You may not assign or transfer your User rights to anyone.

6. Use of Material on the Services

- 6.1 You may not use the Services, or the material contained in or on them, for any purpose. This involves:
 - (a) the reproduction of the material in any material form;
 - (b) the distribution of the material in any material form;
 - (c) re-transmission of the material by any medium of communication;
 - (d) uploading and/or reposting the material to any other site on the WWW; and
 - (e) “framing” the material in or on the Services with other material on any other WWW site.The above are unlawful in any jurisdiction and are specifically prohibited by these Terms.
- 6.2 You may not modify or copy:
 - (a) the layout of the Services; and
 - (b) any computer software and code contained in or on the Services.
- 6.3 SalaryOne reserves all intellectual property rights, including, but not limited to, copyright in material and/or services provided by it. The material provided in or on the Services is provided for your use only and may not be:
 - (a) re-sold and/or re-distributed in any material form;
 - (b) stored in any storage media; and/or
 - (c) re-transmitted in any media,... without the prior written consent of SalaryOne.
- 6.4 All content and data included in or on the Services, including but not limited to graphics, text, logos, button icons, and software, is our property, or its supplier’s property, and is protected by copyright laws. No content may be reproduced or used without express written permission from us and any other copyright holder.
- 6.5 Trademarks not owned by us that appear in or on the Services are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us.
- 6.6 Any images of persons or personalities contained in or on the Services shall not be an indication of endorsement of any particular product or our services, unless otherwise specifically indicated.

7. Use of Information Gathered

- 7.1 SalaryOne and/or people authorised by it may gather and process the information:
 - (a) which you may provide when accessing the Services, such as your name, address, email address, other personal information about you and salary and workforce information; and
 - (b) regarding the way in which you use the Services including, without limitation, information acquired through the use of “cookies” programmed during the accessing of the Services.
- 7.2 SalaryOne shall not:
 - (a) release any information; nor
 - (b) authorise others to offer you goods and services using the information,... acquired through 7.1(a) and (b) above.

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8. Licence to Use Your Material

By uploading, posting, inputting, or otherwise submitting any material to SalaryOne, whether or not it contains intellectual property, including, but not limited to, copyrighted works, trademarks and service marks ("Your Material") via the Services, you are granting SalaryOne a perpetual, non-exclusive, irrevocable, royalty-free, and payment-free licence throughout the world to reproduce, use, modify, publish, adapt or otherwise use and exploit Your Material, as part of the Services or in the course of our business, without limitation, in our absolute discretion, provided that Your Material will not be published in any way that may identify your organisation as submitter of Your Material.

9. Removal of Information

9.1 In relation to any material and/or information included on the Services, SalaryOne may remove any material and/or information, including but not limited to links to other sites on the WWW, at any time without giving any explanation or justification for removing the material and/or information.

9.2 In the event of removal pursuant to 9.1 above, no fees paid to SalaryOne or any other entity for advertising or any other purpose will be repaid.

10. Disclaimer 1

10.1 SalaryOne gives no warranty, guarantee, or representation about the accuracy, reliability, or timeliness or otherwise, of the information contained in or on the Services and/or linked sites on the WWW.

10.2 SalaryOne does not provide financial advice and no material made available in or on the Services should be construed as such advice, or relied upon in any way.

10.3 To the full extent permitted by law, SalaryOne disclaims any and all warranties, express or implied, regarding:

- (a) the accuracy, reliability, timeliness, or otherwise of any information contained or referred to in or on the Services and/or of any linked sites; and
- (b) merchantability or fitness for any particular purpose for any service or product contained or referred to in or on the Services and/or on any linked sites.

10.4 SalaryOne will not be liable under any circumstances for any loss of profits or any damages of any kind recognised by law (even if it has been advised of the possibility of such loss of profits or damages) which are the consequence of you:

- (a) acting, or failing to act, on any information contained on or referred to in or on the Services and/or any of the linked websites; and
- (b) using or acquiring, or your inability to use or acquire, any service or product contained, or referred to, in or on the Services and/or any linked sites.

11. Disclaimer 2

11.1 SalaryOne does not warrant, guarantee, or make any representation that:

- (a) the Services, or the server that makes the Services available on the WWW are free of software viruses;
- (b) the Services, or the functions contained in any software contained in or on the Services, will operate uninterrupted or are error-free; and
- (c) errors and defects in the Services will be corrected.

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- 11.2 SalaryOne is not liable to you for:
- (a) errors or omissions in or on the Services, or linked sites on the WWW;
 - (b) delays to, interruptions of, or cessation of the services provided in or on the Services, or linked sites; and
 - (c) defamatory, offensive, or illegal conduct of any user of the Services,
... whether caused through negligence of SalaryOne, its employees, or independent contractors, or through any other cause.
- 11.3 You agree to accept the full cost of any necessary repair, correction, and maintenance of any of your computer software or hardware, which may be necessary as a consequence of you accessing the Services.

12. Limitation of Liability

- 12.1 Disclaimer 1 and/or Disclaimer 2 in clauses 10 and 11 above (together, "Disclaimers") may not apply to you in jurisdictions in which limitations on or exclusions of warranties or liabilities are not permitted by law. If so, to the full extent permitted by law, SalaryOne's liability for any implied warranty or condition is limited, at the choice of SalaryOne, to one or more of the following:
- (a) If the breach of an implied warranty or condition relates to services:
 - (i) the supply of the services again; or
 - (ii) the payment of the cost of having the services supplied again.
 - (b) If the breach of an implied warranty or condition relates to goods:
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of such goods;
 - (iii) the payment of the cost of replacing the goods or acquiring equivalent goods, or having the goods repaired.
- 12.2 SalaryOne will not be liable for, and you release and discharge SalaryOne and its respective officers, employees, and agents from, any loss or damage whatsoever and whenever caused to you or your agents or employees, including, but not limited to, special, indirect, or consequential damages, loss of profit, goodwill, revenue, or loss of anticipated saving or loss, whether by way of death of, or injury to, any person of any nature or kind, accident or damage to property, delay, financial loss, or otherwise, arising directly or indirectly from or incidental to any matter referred to in the Disclaimers, or as a result of a breach of the terms and conditions of these Terms by it or its respective officers, employees, and agents or as a result of a breach of duty of care or negligence by it or its respective officers, employees, and agents arising at law.

13. Termination of Access

- 13.1 SalaryOne may terminate access to the Services at any time without giving any explanation or justification for the termination of access, and SalaryOne has no liability for any costs, losses, or damages of any kind arising as a consequence of terminating access to the Services.
- 13.2 SalaryOne will terminate your access to the Services if:
- (a) you breach these Terms;
 - (b) we cannot verify or authenticate the registration information you provide;
 - (c) we, in our absolute discretion, decide that you have ceased to use your account; or
 - (d) we decide to cease providing our service.
- 13.3 You may terminate your membership at any time by giving us notice in writing to info@salaryone.com.au.

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14. Indemnity

You will at all times indemnify and keep indemnified SalaryOne and its respective officers, employees, and agents (in this clause 14 referred to as “those indemnified”) from and against any loss (including reasonable legal costs and expenses) or liability incurred by any of those indemnified arising from any claim, demand, suit, action, or proceeding by any person against any of those indemnified where such loss or liability arose out of, in connection with, or in respect of any breach of these Terms by you and publication of or distribution of the material and/or information supplied by you.

15. Relevant Jurisdiction

- 15.1 If any part of these Terms is found to be void, unlawful, or unenforceable then that part will be deemed to be severable from the balance of these Terms and the severed part will not affect the validity and enforceability of any remaining provisions.
- 15.2 These Terms will be governed by and interpreted in accordance with the law of Western Australia, without giving effect to any principles of conflicts of laws.
- 15.3 You agree to the jurisdiction of the courts of Western Australia to determine any dispute arising out of these Terms.

16. Complaints

- 16.1 Please direct complaints about content in or on the Services to info@salaryone.com.au.
- 16.2 Various graphics, text, and links are provided by third parties. The material may be inaccurate or infringe the rights of third parties. If you believe any material infringes your rights or those of a third party, or is misleading, deceptive, likely to mislead, or likely to deceive, please write to info@salaryone.com.au providing the following information:
- (a) evidence of authority to act on behalf of the owner of the copyright interest;
 - (b) identification of the copyrighted work that you claim has been infringed upon;
 - (c) a description of where the material that you claim is infringing is located in or on the Services;
 - (d) your address, telephone number, and e-mail address;
 - (e) a statement by you that you have a good-faith belief that the use of the material in the manner complained of is not authorised by the copyright owner, its agent, or the law; and
 - (f) a statutory declaration by you that:
 - (i) the above information in your notice is accurate; and
 - (ii) you are the copyright owner or authorised to act on behalf of the copyright owner.
- 16.3 You should be aware that, under the *Copyright Act 1968* (Cth), claimants who make misrepresentations concerning copyright infringement may be liable for damages incurred as a result of the removal or blocking of the material, court costs, and legal fees.

17. Contact

If you have a question or concern about these Terms, please contact info@salaryone.com.au or you may send mail to:

SalaryOne
PO Box 405, Floreat,
Western Australia 6014