

# ComplyWise Terms of Use

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## Terms of Use ("Terms")

Last updated: 6<sup>th</sup> March 2017

Please read these Terms of Use ("Terms", "Terms of Use") carefully before using the [www.complywise.com.au](http://www.complywise.com.au) website (the "Services") operated by Complywise Pty Ltd ("us", "we", or "our").

Your access to and use of the Services is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use these Services.

By accessing or using the Services you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Services.

## USE OF SERVICES

### Responsibility for Use

The Customer shall be solely responsible for the use, supervision, management and control of the Services. The Customer shall:

- (a) ensure that the Services are at all times:
  - (i) protected from misuse, interference, damage, destruction or any form of unauthorised use; and
  - (ii) used in compliance with the Agreement; and
- (b) immediately notify us in the event of unauthorised use, or suspected unauthorised use of servers, desktops, access numbers, keys and pass codes or any other breach of security and the Customer shall be liable for fraudulent charges until such time as the Customer has notified us to suspend any compromised user accounts, access numbers, keys and/or pass codes.

### Restrictions on Use

Without limitation to any other provision, the Customer must not (nor cause or permit a third party to):

- (a) use the Services or related documentation in combination by any means and in any form with other goods and services not contemplated by the Agreement or approved by us;
- (b) use the Services or related documentation in a manner or for a purpose which:
  - (i) is not reasonably contemplated or not authorised by us; or
  - (ii) is improper, immoral or fraudulent;
  - (iii) infringes any person's Intellectual Property Rights; or
  - (iv) restricts or interferes with the provision of services by us to any other customers or users.
- (c) modify or alter the Services or related documentation without the prior written consent of Complywise Pty Ltd;
- (d) reverse assemble or reverse compile the whole or any part of the Services; or
- (e) enter into any transaction, including but not limited to resale, relating to the Services or related documentation with a party other than us, without our prior written consent.
- (f) unless explicitly authorised by us in writing, the Customer agrees that all privileged and/or administrator access rights to the supplied services will remain exclusively with us for them to utilise in the delivery of our services to the Customer.
- (g) If the customer wishes to extend or add to these services, then the new changes to these services needs to be reviewed, checked, tested and agreed to by us before the changes are implemented and supported. We reserve the right to limit or deny requested changes to these services at our discretion.

### Obligations as to Content

- (a) The Customer must not, and shall ensure that its employees, contractors and agents do not, use these Services to send or make available information or data which is:

- (i) indecent, obscene, pornographic, offensive, racist, menacing, illegal or confidential;
  - (ii) defamatory or abusive; or
  - (iii) misleading and/or deceptive.
- (b) The Customer warrants and covenants to ensure that any information and data provided, including but not limited to Personal Information, owned or used by the Customer in association with these Services are:
- (i) accurate and has been collected and used in compliance with all relevant Laws including without limitation the Privacy Act; and
  - (ii) used with the consent, and in compliance with, the directions of any third party that holds copyright or any other Intellectual Property Rights in any of that information and data, as may be applicable.
  - (c) We may at any time refuse to forward any information or data that it reasonably believes does not comply with this clause, and shall not be liable for so doing.

## **INTELLECTUAL PROPERTY**

### **Acknowledgement**

The parties acknowledge that Complywise Pty Ltd owns all Intellectual Property Rights subsisting in these Services and any documentation supplied by us in connection with these Services. Nothing in the Agreement transfers ownership of any of the Intellectual Property Rights subsisting in these Services or related documentation.

### **Exercise of Rights**

The Customer must not exercise any of the rights of Complywise Pty Ltd as owner of the Intellectual Property Rights subsisting in these Services and related documentation except as expressly permitted by the terms of the Agreement.

### **Modifications and Developments**

Unless otherwise agreed by the parties in writing, Complywise Pty Ltd shall own all Intellectual Property Rights in any modification, adaptation or development of these Services carried out by the Customer notwithstanding that any such modification, adaptation or development by the Customer may be in contravention of the Agreement, and the Customer shall do all such things that are necessary to confer those Intellectual Property Rights to us.

## **TERMINATION**

We may terminate or suspend access to our Services immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## **LINKS TO OTHER WEBSITES**

Our Services may contain links to third-party web sites or services that are not owned or controlled by Complywise Pty Ltd. Complywise Pty Ltd has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that Complywise Pty Ltd shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

## **MEMBER ACCOUNT, PASSWORD AND SECURITY**

If you register with us, you must complete the registration process by providing us with current, complete and accurate information as prompted by the registration form. You also will choose a user name and a password will be automatically generated for you and provided to you. You are entirely responsible for maintaining the confidentiality of your password and account.

Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify us immediately of any unauthorised use of your account or any other breach of security. We will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by us or another party due to someone else using your account or password. You may not use anyone else's account at any time, without the permission of the account holder.

## **NO UNLAWFUL OR PROHIBITED USE**

As a condition of your use of our Services, you will not use these Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use these Services in any manner that could damage, disable, overburden, or impair any server, or the network(s) connected to any of our servers, or interfere with any other party's use and enjoyment of these Services.

You may not attempt to gain unauthorized access to these Services, other accounts, computer systems or networks connected to our server or to these Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through these Services.

## **PRIVACY AND PROTECTION OF PERSONAL INFORMATION**

See the Privacy Statement disclosures relating to the collection and use of your information.

## **GOVERNING LAW**

These Terms shall be governed and construed in accordance with the laws of the State New South Wales, Australia and applicable Commonwealth of Australia law. Any choice of law rules will not apply.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Services, and supersede and replace any prior agreements we might have between us regarding these Services.

## **CHANGES**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion. By continuing to access or use our Services after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using these Services.

## **CONTACT US**

If you have any questions about these Terms, please contact us at [www.complywise.com.au](http://www.complywise.com.au)