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Client Portal - Terms of use

These terms of use form the entire agreement between the Client and Complied Australia in relation to the Portal. They replace any earlier agreements, representations or discussions regarding the Portal.

1. Licence

Complied Australia grants the Client, through its Authorised Users, a revocable and limited licence to access and use the Portal in accordance with these terms of use to view, upload and download information in connection with the services (authorised purpose).

2. Authorised users

2.1 The Client is responsible and liable for the consequences of all use of the Portal by its Authorised Users, including all acts and omissions relating to that use.

2.2 The Client must not, and must ensure that its Authorised Users do not:

- (a) disclose their username or password to any other person;
- (b) disclose other security information relating to the Portal to any third party;
- (b) use the Portal other than for the authorised purpose and in accordance with this agreement; and
- (c) access or use the Portal in breach of any applicable law.

2.3 The Client must ensure that an Authorised User does not access or use the Portal after they cease to be an officer, employee of the Client or a Client subsidiary.

2.4 The Client must not provide Complied Australia with an email address of an Authorised User unless the Client has that person's consent to provide the address to Complied Australia for use in connection with the Portal.

2.5 The Client agrees to notify Complied Australia of changes to Authorised Users or an Authorised User's email address, by notice in writing given by the Client. When notifying Complied Australia of a new Authorised User, the Client must also provide Complied Australia with the new Authorised User's email address.

2.6 The Client agrees to notify Complied Australia immediately on becoming aware, or having reasonable grounds to suspect, a username or password has been lost or stolen or has otherwise been disclosed to or become known by a person other than the Authorised User to whom it belongs.

3. Security

3.1 No website or data transmission using the internet can be totally secure. Complied Australia agrees to maintain reasonable security measures. The Client is responsible for ensuring the measures meet its security requirements in relation to the Portal.

3.2 To the fullest extent permitted by law, the Client:

- (a) releases Complied Australia from all 'Portal Claims', being claims arising out of or in relation to:
 - (i) use of the Portal, including all claims relating to loss, corruption or unauthorised disclosure of or unauthorised access to information uploaded to, stored on or downloaded from the Portal or damage or interference to computer or other systems caused by viruses, malicious software or otherwise, except to the extent arising directly from Complied Australia's failure to maintain reasonable security measures.
 - (ii) without limiting paragraph (i):
 - (A) the Client's use of or reliance on information available on the Portal other than final deliverables Complied Australia prepares as part of the services; and
 - (B) the Client's use of third party software accessed through the Portal or links to external websites through the Portal.
 - (iii) Complied Australia relying on the Client's notification of Authorised Users (whether in writing or through a function on the Portal).
 - (iv) access to the Portal being unavailable or interrupted from time to time (including for extended periods) or terminated.



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(b) promises not to make or assist, directly or indirectly, any Portal Claim against Complied Australia, and agrees that this promise may be pleaded in bar of any Portal Claim.

3.3 The Client must ensure that each of its Authorised Users complies with clause 3.2 as if named in clause 3.2 as the Client and as if 'other than final deliverables Complied Australia prepares as part of the services' were deleted from clause 3.2(a)(ii)(A).

4. Subcontractors

Complied Australia agrees to ensure its subcontractors and third party suppliers comply with Complied Australia's obligations to the Client under this agreement in relation to information transferred to them.

5. Liability

The Client agrees that Complied Australia has no liability for Portal Claims and accepts no liability or responsibility to any third party. The Client agrees to indemnify Complied Australia against any liability (including reasonable legal costs) Complied Australia incurs in connection with any claim by a third party arising from the Client's breach of this agreement.

6. Termination

At any time, in its absolute discretion, Complied Australia may do any of all of the following:

- (a) remove information from the Portal;
- (b) decommission the Portal; and
- (c) revoke the Client's licence to use the Portal and terminate access of the Client and all Authorised Users.

Without limiting the above:

- Complied Australia will remove information from the Portal for archiving in accordance with Complied Australia's policies; and
- The Client's licence to use the Portal terminates 30 days after the closing of its Complied Australia accounts.

Complied Australia is not responsible or liable for any consequences of Complied Australia removing information from or decommissioning the Portal or revoking or terminating the Client's licence to use it.

7. Changes to terms

Complied Australia may change these terms of use at any time without notice. Complied Australia will notify the Client of changes to these terms of use by posting them on the Portal. The Client's continued use of the Portal indicates acceptance of the change.

8. Force majeure

Neither the Client nor Complied Australia is liable for delay or failure to fulfil obligations to the extent that the delay or failure arises due to an unforeseen event beyond their reasonable control which is not otherwise dealt with in this agreement. Each of us agrees to use reasonable endeavours to remove or overcome the effects of the relevant event without delay.

9. Applicable law

The law applying to this agreement is the law of Queensland. The Client and Complied Australia submit to the exclusive jurisdiction of the courts of that state and waive any right either of them may have to claim that those courts do not have jurisdiction or are an inconvenient forum.

10. Definitions

In these terms of use:

Authorised User means an officer or employee of the Client or a Client subsidiary who the Client authorises from time to time to access the Portal and whose name and email address \ have been notified to Complied Australia in accordance with these terms of use.. =

Client means the organisation named in the Client Portal Access and Transaction Authority.

Including must be read as if followed by 'without limitation'

Portal means the website identified as the Portal in the Client Portal Access and Transaction Authority.