
TERMS & CONDITIONS OF USE – SYSTEMS ON A SHOESTRING APPLICATION

In this document:

Application means the Smartphone application described in these Terms.

Terms means the terms and conditions contained in this document, as amended by us from time to time and published on our Website or in the Application.

Smartphone means a smartphone/tablet/internet enabled device.

We, us or our means Systems On A Shoestring Pty Ltd ABN 98 156 639 253.

Website means www.systemsonashoestring.com.au

1. Acceptance of these Terms

Without limitation, these Terms are accepted by you each time you browse the Website, download the Application onto your Smartphone, use the Application and when you click to acknowledge reading and accepting these Terms.

You acknowledge having read and agreeing to be bound by these Terms before downloading and using the Application.

2. The service offered

The service offered by the Application is low cost assistance for small businesses where creating workplace safety and related documents would be cost prohibitive.

The Application is to be used only by business owners to assist them to comply with employee/contractor induction and training procedures but not as a substitute for them.

The Application is an aide to small business owners in relation to workplace health and safety matters but is not intended to be relied on in isolation.

The Application can provide a:

- Sample workplace safety policy;
- Statement of the roles and responsibilities of all persons in the workplace in relation to identifying and removing hazards or dealing appropriately with them;
- Procedures for dealing with incidents and emergencies;
- Details of the worker's compensation insurer and claims procedures;
- Email the completed documents to employees/contractors; and
- Provide a record of these for the benefit of employees/contractors and the small business owner.

The Application is not intended to be a substitute for proper induction, site and workplace supervision or for any obligations under the *Work Health & Safety Act 2011* or similar legislation.

By these Terms, we license you to access the Website and to use the Application on these Terms. That license can be revoked by us at any time without notice.

3. Privacy / personal information

We do not collect personal information. You are not required to provide personal information in order to use the service offered by the Application.

Any personal information in relation to you, your business or your employees or contractors is kept by you only in the Application on your Smartphone. You must take all steps to keep this information safe and secure, including ensuring a password known only to you is applied to your Smartphone.

You consent to us notifying you of new or additional features offered in the Application or updated versions of it or of new products that we think you may be interested in.

4. Your obligations

You must use the Application only for the intended purpose identified in Clause 2 above and for no other purpose and you must insert all relevant and as much detailed information into the Application as possible.

You warrant to us that you are the small business owner or the lawfully authorised representative of a small business owner and that this Application will not be used whenever this warranty is not or is no longer accurate.

You must act reasonably and take all steps to protect your own interests the interests of your business and the interests and safety of any of your employees, contractors, agents, visitors and invitees, including managing all safety risks associated with the operation of your business, the use of the Application, the security of your Smartphone and access to it and otherwise ensuring compliance with the *Work Health & Safety Act 2011* or similar legislation.

5. Limitations

You hereby acknowledge and agree that:

- (a) You are responsible for the adequate and proper supervision of employees and contractors, the safety of any site, the health and safety of employees, contractors, agents, visitors and invitees at any site, the removal or minimisation of any risk of harm at any site;
- (b) You are responsible for compliance with the provisions of the *Work Health & Safety Act 2011* or similar legislation;
- (c) we have no control over such things as (without limitation) the actions of third parties (such as those we rely on in providing the service), the actions of third parties including your employees and contractors, site conditions and hazards/risks, and such things as theft, unauthorised access to or misuse of Smartphones;
- (d) the induction procedures and information are as only as good as the information that you insert in it;
- (e) the Application is an aide only to assist you in carrying out these and any other responsibilities that you or your small business may have and is not intended to be relied upon in isolation;

and that you will take all steps available to you, not relying on us or the Application, in relation to these matters.

You will immediately seek emergency or expert advice as required in relation to any specific or dangerous circumstance that arises.

6. Termination

These Terms will apply for the period in which the Application remains installed on your Smartphone, you use the Website and you use any document, email, communication or other work flowing from your use of the Application.

Notwithstanding removal, non-use or deletion of the Application or any document, email, communication or other work flowing from your use of the Application, all provisions relating to warranties, releases and indemnities in these Terms will remain forever operative.

We may terminate your use of the Application at any time in our absolute discretion, particularly if we become aware of any unlawful or inappropriate use of the Application or Website or their use outside of these Terms.

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7. Release and indemnity

You hereby release and indemnify and agree to forever keep us and any directors, officers, employees, servants and agents indemnified from any and all loss, cost, damage, liability or expense, including indirect, consequential and special losses, that we may incur in relation to you, your business or any third party, where the cost, damage, liability, expense or loss is caused by or contributed to by the use of the Application, our negligence or breach of contract, including of these Terms, by us or for any other reason whatsoever.

8. No warranties

We do not provide any warranties in relation to the service provided by the Application, particularly because it is intended as an aide only.

As we have no control over third parties on which the Website and Application depend for their use, including but not limited to wi-fi connections, 3G or other internet/data service availability, we cannot guarantee that the email service offered through the use of the Application will always be available for use.

Any warranty or condition which would or could otherwise be implied in any agreement between us or in these Terms (including, but not limited to, merchantability, suitability or fitness for purpose, quality, design, assembly, installation, operation or otherwise) is expressly negated and is excluded to the maximum extent permitted by law.

9. Contractual limitation of liability

To the extent permitted by law, and notwithstanding Clause 7, our liability to you in respect of any loss, cost, damage, liability or expense (including those caused or contributed to by our negligence or breach of any condition or warranty) caused to you, your business or any third party is limited to, at our absolute discretion:

- (a) replacement of the Application;
- (b) repair of the Application; or
- (c) repaying the purchase price paid by you for the Application.

10. Intellectual property

All content of and on the Website and the Application, including their "look and feel" (such as the text, graphics, images, logos, buttons, icons, functionality and layout of same), and all software, code and programming are protected under intellectual property laws relating, without limitation, copyright, trademark and patent.

You may not copy or reproduce, either in whole or in part, any of the content, software, code or programming of the Website or the Application without our prior written consent, which we may withhold in our absolute discretion.

No assignment, transfer or other dealing with our intellectual property in your favour arises as a result of these Terms or your use of the Website or the Application.

11. General

(a) Notices

Any notices required or permitted to be given under these Terms by you to us must be in writing and given by personal service, pre-paid postage, facsimile transmission or e-mail transmission to the addresses described on our Website as amended from time to time. We may notify you through the Application, by email or by publication on the Website.

(b) No waiver

No right under these Terms will be waived except as expressly agreed in writing by us. We do not waive a right if we grant an extension or forbearance to you.

A waiver by us of any matter does not prejudice our rights in respect of any subsequent or other matter. Any non-exercise or partial exercise of, or any delay in exercising any right or remedy does not constitute a waiver of that right or remedy.

These Terms may only be amended by us. Any amendment will take effect immediately after we either notify you or from the time that you accept the Terms as amended (such as the next time you use the Application or visit the Website).

(c) Independent legal advice

You acknowledge that you have had adequate opportunity to obtain independent legal advice as to the meaning and effect of these Terms before they were accepted and prior to each occasion you decide to use the Website or the Application.

(d) Entire agreement

These Terms (as amended from time to time) supersede all previous agreements between us and embody the entire agreement in relation to the use of the Application and Website.

(e) Delegation

We may delegate or sub-contract the performance of any obligation in relation to the Application in our absolute discretion.

(f) No assignment

The agreement between us in relation to the Application is personal to you. Accordingly, you may not assign the benefits or obligations in relation to it without our consent, which may be withheld in our absolute discretion.

(g) Severance

If (but for this clause) a provision of these Terms would be illegal, void, unenforceable or contravene any law, these Terms are to be varied so as to give effect to the intention of these Terms or severed without affecting the enforceability of the other provisions and failing that, the offending provision is to be interpreted as if the provision was omitted.

(h) Governing law and jurisdiction

These Terms and the transactions contemplated by them are governed by the law of New South Wales, Australia.

We each irrevocably submit to the exclusive jurisdiction of the courts of New South Wales, Australia and all courts called to hear appeals from the courts of New South Wales in respect of these Terms or its subject matter.

12. Questions / comments

If you have any questions or comments in relation to these Terms or our Application, including ways we could improve or add to it, please contact us through our Website or by email at enquiries@systemsonashoestring.com.au