



TERMS AND CONDITIONS

ASSA
GROUP

Terms & Conditions

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These terms and conditions form the basis of your agreement with Advanced Safety Systems Australia Pty Ltd ACN 096 796 137 and/or YourHR Pty Ltd ACN 658 863 793 (“ASSA”). By clicking the “Activate Plan” button, you agree to be bound by these Terms and Conditions.

Please read these Terms and Conditions before clicking the “Activate Plan” button.

1. Definitions

Unless the context otherwise requires, the following terms shall have the following meanings:

- (a) “ASSA” means Advanced Safety Systems Australia Pty Ltd ACN 096 796 137.
- (b) “Fees” means the fees for the Services as specified on the Website and as selected by you when selecting a plan and subscribing to the Services or as otherwise agreed between you and ASSA and includes any administration, transaction credit card fees, late payment and collection fees.
- (c) “GST” has the meaning provided by *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- (d) “Personal Information” means any information provided by you when subscribing to the Services.
- (e) “Renewal Term” has the meaning set out in clause 6(c).
- (f) “Services” means the services and/or products provided by ASSA which include, but are not limited to, access to the ASSA and/or YourHR platform and may include any additional services and/or products provided by ASSA in addition to any ongoing subscription service.
- (g) “Term” means the minimum monthly term of 12 months and any Renewal Term (as that term is defined in clause 6(c)).
- (h) “Terms and Conditions” means these Terms and Conditions, as amended from time to time.
- (i) “We” or “Our” as the same meaning as ASSA.
- (j) “Website” means www.assa.com.au or www.yourhr.com.au
- (k) “You” means the person agreeing to these Terms and Conditions.

2. Agreement to Supply Services

- (a) By completing your details on the Website and clicking the “Activate Plan” button, you agree to accept these Terms and Conditions.
- (b) All Services are supplied on the basis of these Terms and Conditions to the exclusion of any other representation, expressed or implied, oral or in writing.
- (c) These Terms and Conditions prevail over any purported conditions of purchase as notified by you.
- (d) These Terms and Conditions may only be varied by a written variation signed by ASSA.

3. Subscribing to the Services

- (a) You agree to provide complete and accurate information on the Website, including your personal details to enable delivery of the Services. ASSA will not be liable to you or a third party for any loss for a delay or failure to process, fulfil or deliver the Services due to inaccurate or incomplete personal details.
- (b) Where you subscribe to the Services on behalf of a business or company, you confirm that you are authorised to enter into such transactions.
- (c) You agree to the use of electronic communication in order to enter into contracts, place orders and other records and to the electronic delivery of notices, policies and records of transactions initiated or completed with ASSA.
- (d) No part of the Services will be supplied to you until ASSA has received the agreed Fee.

4. Payment

- (a) In paying or attempting to pay for the Services, you agree that you have not engaged in any fraudulent conduct or contravened any law.
- (b) Payments will continue to be deducted automatically in any Renewal Term.
- (c) ASSA will not provide refunds, discounts or credits.

5. Fees

- (a) All Fees (including administration, transaction and credit card fees) are as specified on the Website or as otherwise advised by ASSA in writing to you from time to time.
- (b) All Fees are inclusive of GST.
- (c) All Fees are in Australian dollars.
- (d) ASSA reserves the right to change the Fees without notice to you. The monthly subscription fee displayed at the time you subscribe to the Services however, will continue to apply for that Term even if the Fee relevant for your Service changes after your subscription was submitted. If your Services are automatically renewed in accordance with clause 6(c), the Fee payable during the Renewal Term will be the then current Fee charged by us for the Services.

6. Termination

- (a) You cannot terminate the Services during the Term. If you do, Fees will remain payable until the end of the Term.
- (b) You may terminate the automatic renewal of the Services by providing us with at least 1 months' written notice prior to the end of any Term.
- (c) If you do not terminate the Services in accordance with clause 6(b), the Term will automatically renew for a further term of 12 months ("Renewal Term").
- (d) In the event that we, in conjunction with our direct debit service provider, are not able to successfully debit your nominated bank account for the Fees owing to us:
 - (i) a late payment fee of \$10.00 will become immediately due and payable;
 - (ii) if, after attempting to process the direct debit again, or attempting to make contact with you to recover outstanding Fees, payment of the Fees has still not been made, you will be given 30 days written notice from us to attend to payment of the outstanding Fees and any late payment fee;
 - (iii) should you fail to make payment within the 30 days set out in any notice sent to you in accordance with clause 6(b)(ii), we will add a collection fee of \$165.00 to your account, your agreement with us will be terminated and we will take steps to collect from you all outstanding Fees plus the balance of Fees payable by you for the remainder of the Term; and
 - (iv) if we incur expenses in enforcing our rights under these Terms and Conditions, those costs will also be payable by you (including legal costs on a full indemnity basis).
- (e) We may suspend or cancel your access to the Services at any time if there are outstanding Fees owing to us.

7. Acknowledgment

- (a) ASSA will use its best endeavours to provide you with up to date and compliant tools which are consistent with current laws, legislation, rules and regulations. However, you acknowledge that ASSA is not a legal service provider and any information or tools provided by ASSA do not constitute legal advice. ASSA recommends that you seek legal advice appropriate to your circumstances.

8. YourHR Platform

- (a) The Employer Legal Advisory Service provided through the YourHR platform is provided by Agnew Litigation & HR ("ALHR"), a specialist employment and commercial litigation law firm.
- (b) Upon confirmation of your subscription to the Services:
 - (i) ALHR will be immediately provided with your Personal Information; and
 - (ii) you will be provided with access to book a consultation with ALHR.
- (c) You acknowledge and agree that once a consultation is booked with ALHR via the YourHR Platform, a solicitor/client relationship will be entered into between you and ALHR for the purpose of ALHR providing legal services to you with ASSA as third party payer under the Legal Profession Act 2007 (Qld).
- (d) If you give notice (to ASSA or ALHR) that you do not accept the terms of engagement of ALHR for any reason, then you will not be provided with any part of the Employer Legal Advisory Service.
- (e) You acknowledge and agree that:
 - (i) ALHR is a separate entity to (i.e. not related to, or part of) ASSA and any part of the Services provided by ALHR (being the Employer Legal Advisory Service) are outside of your relationship with ASSA; and
 - (ii) you indemnify ASSA for all claims, demands, remedies, suits, injury, damages, loss, costs, liabilities, actions, proceeding or right of action (including legal costs on an indemnity basis) arising from (but not limited to) your use of the Employer Legal Advisory Service (including negligence) which results in loss, injury or damage (including death) to any property or person.

9. (f) ASSA's relationship with ALHR is that of a third party payer only. ASSA is not a legal service provider and does not warrant that any advice or information provided by ALHR is correct or appropriate for your circumstances.

Warranty and Warranty Claim

- (a) If you are a consumer as defined in the Australian Consumer Law, the Services come with guarantees that cannot be excluded under the Australian Consumer Law.
- (b) To the extent permitted by law, where the Services supplied are not of a kind ordinarily acquired for personal, domestic or household use or consumption, ASSA's liability will be limited to:
- (i) supplying the Services again; or
 - (ii) the payment of the costs of having the Services supplied again.
- (c) Where any law implies into these Terms and Conditions any term, condition or warranty and that law avoids or prohibits provisions in any contract excluding or modifying the application or exercise of or liability under such term, condition or warranty, such term, condition or warranty shall be deemed to be included in these Terms and Conditions.
- (d) Nothing in these Terms and Conditions purports to modify or exclude the conditions, warranties, guarantees and undertakings, and other legal rights, under the Australian Consumer Law and other laws which cannot be modified or excluded.
- (e) Except as provided in this Clause 7:
- (i) ASSA does not provide any warranties or guarantees as to the accuracy, completeness or suitability of the Services for any particular purpose, nor does ASSA provide any warranties or guarantees as to the results which may be achieved through the provision of the Services;
 - (ii) ASSA does not provide any warranties or guarantees that that any information or tools provided will be compliant with laws, legislation, rules or regulations.
 - (iii) All terms, conditions, warranties, undertakings, inducements or representations whether expressed, implied, statutory or otherwise relating in any way to the Services supplied to you which are not expressly stated in these Terms and Conditions are expressly excluded; and
 - (iv) ASSA will not be liable to you for any breach of these Terms and Conditions and ASSA will be under no liability to you in respect of any loss or damage (including any consequential loss or damage) howsoever caused which may be suffered or incurred or which may arise directly or indirectly in respect of the Services supplied to you.

10. Delivery

- (a) You accept that the dates we give you for delivery of any products are our best estimate, are given in good faith and may be subject to change without notice.
- (b) We will deliver your order to the address supplied on the Website during the sign up process or to an alternate address that we agree in writing.

11. Risk and Title

- (a) Risk in any products that you order from us will pass to you on delivery irrespective of whether you have paid any Fees to us.
- (b) You agree that all products provided to you by ASSA remain the property of ASSA. You acknowledge that ASSA remains the equitable and legal owner and that you are in possession of those products only as our bailee for the duration of the Term. For the avoidance of doubt, your entitlement in relation to our materials is limited to a license only for the Term. Ownership is reserved to us.

12. Force Majeure

ASSA will not be liable to you for any loss, damage or expense caused by ASSA's failure to supply the Services as a result of fire, flood, tempest, earthquake, riot, civil disturbance, theft, crime, strike, lockout, breakdown, war, government law or regulation or requirement, the inability of ASSA's normal suppliers to supply necessary materials or any other matter beyond ASSA's control.

13. Copyright

All copyright, data, text, software, images, graphics, trademarks, logos, interfaces, catalogues, brochures, flyers, photographs, and other intellectual property ("the Content") on the Website or any other material of ASSA is owned, controlled by, or licensed to ASSA. You must not use, copy, modify, reproduce or distribute the Website or the Content without ASSA's prior written consent. You must not frame or embed in another website any of the material appearing on this Website without ASSA's prior written consent. You may view and print the Content for the sole purpose of using the Services in your business, but not for any other use, including any commercial use. You must not use any of the marks or trademarks appearing on this Website or ASSA's name without ASSA's prior written consent.

14. General

- (a) If any provision of these Terms and Conditions becomes void or unenforceable, it will be severed from this agreement without affecting the enforceability of the other provisions which will continue to have full force and effect.
- (b) These Terms and Conditions are governed by the laws of Queensland, Australia and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Queensland, Australia.
- (c) ASSA reserves the right at all times to make changes to these Terms and Conditions. Any variations to these Terms and Conditions will take effect from posting on the Website. The Terms and Conditions which apply at the time of submission of the Secure Payment Gateway are those that govern the agreement between you and ASSA.
- (d) A failure or delay by ASSA to exercise a power or right under these Terms and Conditions does not constitute as a waiver of that power or right, and the exercise of a power or right by ASSA does not preclude its future exercise or the exercise of any power or right.

15. Indemnity

You hereby indemnify ASSA against all claims, demands, remedies, suits, injury, damages, loss, costs, liabilities, actions, proceeding or right of action (including legal costs on an indemnity basis) arising from (but not limited to) your use of the Services (including negligence) which results in loss, injury or damage (including death) to any property or person.

All indemnities survive termination of the Services.

16. Limitation on Liability

ASSA will not be liable to you or any other person for an indirect, incidental, special or consequential damage whatsoever that you or any other person suffers or incurs, even if ASSA has been advised of the possibility of such damages or if they are foreseeable. The maximum aggregate liability that ASSA shall have to you shall not exceed the fees paid by for the Services. Any limitations on liability will survive termination of the Services.

17. Release

You use the Services at your risk and to the extent permitted by law, release ASSA from all claims arising out of any damage or injury to any property or person occurring as a result of the use of the Services.