

Guided Resolution - Platform Terms of Use

Thank you for using the Guided Resolution dispute resolution platform (the **Platform**). The Platform is owned and operated by Guided Resolution Pty Ltd (ABN 15 164 011 803). By accessing and/or using this Platform and related services, you agree to these Platform Terms of Use, which include our Privacy Policy (available at <http://www.guidedresolution.com/privacy-policy/>) (**Terms**). You should review our Privacy Policy and these Terms carefully and immediately cease using our Platform if you do not agree to these Terms.

In these Terms, 'us', 'we' and 'our' means Guided Resolution Pty Ltd.

1 Registration

- 1.1 You must be a registered member to access the Platform.
- 1.2 When you register and activate your account, we will provide you with a username and password. You are responsible for keeping this username and password secure and are responsible for all use and activity carried out under this username.
- 1.3 To create an account, you must be:
 - at least 18 years of age;
 - possess the legal right and ability to enter into a legally binding agreement with us; and
 - agree and warrant to use the Platform in accordance with these Terms.
- 1.4 You may access and use the Platform only as permitted by these Terms.

2 Grant of licence

- 2.1 We grant to you for the Term a non-exclusive, non-transferable, non-sub-licensable licence to use and access the Platform in accordance with these Terms and solely for your legitimate personal purposes (which excludes seeking to commercialise the Platform, or distributing the Platform or any Guided Resolution materials other than in accordance with these Terms).
- 2.2 If you wish to use the Platform for any other purpose, you will seek the consent of Guided Resolution. If such consent is granted, you may be required to enter into a separate agreement.

3 Term and termination

- 3.1 These Terms commence when you agree to them (either by clicking 'I agree' or when you first access and/or use the Platform) and will continue in full force and effect until terminated in accordance with the remainder of this clause 3 (**Term**).
- 3.2 You can terminate these Terms at any time by notifying us of your intention to terminate, including by visiting <http://www.guidedresolution.com> and following the instructions or by emailing us at info@guidedresolution.com.
- 3.3 We may terminate these Terms at any time by providing 30 days prior written notice of our intention to terminate to the email address provided or updated by you, or by any other suitable means which ensures that you will be able to take notice of the cancellation.

- 3.4 If:
- (a) you breach any term of these Terms; or
 - (b) you have clearly demonstrated (regardless of whether directly or through your actions or statements or otherwise) that you do not intend to comply with these Terms,
- we may immediately (without notice to you):
- (c) terminate these Terms or suspend your access to the Platform; and
 - (d) prevent your further access to the Platform.
- 3.5 We may terminate these Terms upon reasonable notice if practicable, if:
- (a) we are required by any applicable Law or Governmental Agency to terminate access to all or any part of the Platform or related services; or
 - (b) Guided Resolution or any supplier or business partner of Guided Resolution providing any related services or any content decide to terminate access to all or any part of the related services, Platform or content, including where Guided Resolution or any supplier or business partner of Guided Resolution is of the opinion that the provision of any such services or content or parts thereof are no longer commercially feasible.
- 3.6 Upon termination of these Terms, you shall cease all use of the Platform, and we reserve the right to delete your account and all data provided by or about you.
- 3.7 If you choose not to accept any revised Terms or if these Terms are terminated pursuant to this clause 3, we may (but are not required to) allow you to back up data stored with Guided Resolution through the use of the Platform and related services in order to make it easier for you to access your account details if and when you subsequently decide to agree to the Terms in the future. If we do permit you to back up your data, you understand that Guided Resolution may delete or de-identify such data after a reasonable period has elapsed.
- 3.8 Without limiting any other provision of these Terms, clauses 3.6, 3.7, 3.8, 7 (Intellectual Property Rights), 4 (Your data and privacy), 10 (Updates and enhancements), 13 (Indemnity and liability), and 18 (Definitions) and any other clauses which should by their nature survive termination of these Terms, survive termination or expiration of these Terms for any reason whatsoever.

4 Your data and privacy

- 4.1 We will handle your personal information in accordance with these Terms and our Privacy Policy available at <http://www.guidedresolution.com/privacy-policy/>. By providing your personal information to us (including through your use of the Platform), you consent to the collection, use, storage and disclosure of that information as described in our Privacy Policy and these Terms.
- 4.2 We collect personal information about you in order to enable you to use the Platform and for purposes otherwise set out in our Privacy Policy. We may collect this information directly from you or from third parties who use the Platform and disclose information about you.
- 4.3 We may disclose that information to third parties that help us deliver our services, including information technology suppliers, communication suppliers and our business partners, or as required by law. If you do not provide this information, we may not be able to provide some or all of our services to you and you may not be able to access the Platform or any related content or services.
- 4.4 We may use or disclose information about you in order to combine this information that we hold about you with information about you collected from or held by other trusted partners or from

public sources. We do this in order to enable the development of consumer insights about you so that we and those other trusted companies can serve you better. This includes being able to better understand your preferences and interests, personalise your experience, enhance the products and services you receive, and to tell you about products and services. We may also use trusted service providers to undertake the process of creating these consumer insights.

- 4.5 The Platform may contain links to websites operated by third parties. Those links are provided for convenience and may not remain current or be maintained. Unless expressly stated otherwise, we are not responsible for the privacy practices of, or any content on, those linked websites, and have no control over or rights in those linked websites. The privacy policies that apply to those other websites may differ substantially from our Privacy Policy, so we encourage you to read them before using those websites. In order to improve our products and services, we collect data about how users interact with our Platform and related services, the characteristics of our user base and other data derived from the data we collect from or about our users. You acknowledge and agree that we may use, or disclose such data to any third party, in its sole discretion, provided that it is processed into a format such that you will not be able to be identified.
- 4.6 Our Privacy Policy explains: (i) how we store and use, and how you may access and correct your personal information; (ii) how you can lodge a complaint regarding the handling of your personal information; and (iii) how we will handle any complaint. If you would like any further information about our privacy policies or practices, please contact us at info@guidedresolution.com

5 Accuracy, completeness and timeliness of information

- 5.1 The information on our Platform is not comprehensive and is intended to provide a summary of the subject matter covered. While we use all reasonable attempts to ensure the accuracy and completeness of the information on our Platform, to the extent permitted by Law, including (if applicable) the Australian Consumer Law and any applicable New Zealand consumer law, we make no warranty regarding the information on this Platform. You should monitor any changes to the information contained on this Platform.
- 5.2 We are not liable to you or anyone else if interference with or damage to your computer systems occurs in connection with the use of this Platform or a linked website. You must take your own precautions to ensure that whatever you select for your use from our Platform is free of viruses or anything else (such as worms or Trojan horses) that may interfere with or damage the operations of your computer systems.
- 5.3 We may, from time to time and on reasonable notice where practicable, change or add to the Platform (including the Terms) or the information, products or services described in it, which will be subject to these Terms. However, we do not undertake to keep the Platform updated. Subject to local law, including (where applicable) the Australian Consumer Law and New Zealand consumer law, we are not liable to you or anyone else if errors occur in the information on the Platform or if that information is not up-to-date.

6 Linked sites

Our Platform may contain links to websites operated by third parties. Those links are provided for convenience and may not remain current or be maintained. Unless expressly stated otherwise, we do not endorse and are not responsible for the content on those linked websites and have no control over or rights in those linked websites.

7 Intellectual property rights

- 7.1 Unless otherwise indicated, we own or license from third parties all rights, title and interest (including copyright, designs, patents, trademarks and other intellectual property rights) in this Platform and in all of the material (including all text, graphics, logos, audio and software) made available on this Platform (**Content**).
- 7.2 Subject to clause 2.1, your use of this Platform and use of and access to any Content does not grant or transfer any rights, title or interest to you in relation to this Platform or the Content.
- 7.3 Any reproduction or redistribution of this Platform or the Content is prohibited and may result in civil and criminal penalties. In addition, you must not copy the Content to any other server, location or support for publication, reproduction or distribution is expressly prohibited.
- 7.4 All other use, copying or reproduction of this Platform, the Content or any part of it is prohibited, except to the extent permitted by law.

8 No commercial use

This Platform is for your personal, non-commercial use only. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, create derivative works from, transfer, or sell any Content, software, products or services contained within this Platform. You may not use this Platform, or any of its Content, to further any commercial purpose, including any advertising or advertising revenue generation activity on your own Platform or website.

9 Unacceptable activity

- 9.1 You must not:
- (a) access or use the whole or any part of the Platform, except as expressly authorised by these Terms, or otherwise with the prior written consent of Guided Resolution;
 - (b) copy or replicate, or directly or indirectly allow or cause a third party to copy or replicate, the whole or part of any of the Platform;
 - (c) remove or obscure any proprietary notice (including any copyright, trade mark, service mark, tagline) or other notices contained in the Platform;
 - (d) circumvent any mechanisms in the Platform intended to limit your use of or access to areas within or components of the Platform;
 - (e) vary, alter, modify, merge, interfere with, reverse disassemble, decompile or reverse engineer, or otherwise seek to obtain or derive the source code from, or directly or indirectly allow or cause a third party to vary, alter, modify, merge, interfere with, reverse disassemble, decompile or reverse engineer or obtain or derive the source code from, the whole or any part of the Platform, except as permitted by Law;
 - (f) publicly disseminate information regarding the performance of the Platform; or
 - (g) use any data mining, gathering or extraction tools in connection with the Platform, without Guided Resolution's prior written consent.
- 9.2 You must not access or use the Platform, or post, provide or transmit any data or content in any way that:
- (a) violates or infringes the rights of Guided Resolution or others including, without limitation, any Intellectual Property Rights;
 - (b) is unlawful, offensive, indecent, objectionable, harassing, obscene, pornographic, threatening, abusive, defamatory, libellous, fraudulent, tortious, or invasive of another's privacy or constitutes a breach of any other of the legal rights of individuals;

- (c) impersonates any person, business or entity, including Guided Resolution, or the employees or agents of Guided Resolution;
- (d) includes personal or identifying information about another person without that person's consent;
- (e) is false, misleading, or deceptive;
- (f) violates these Terms or any policy posted on the Platform;
- (g) contains viruses or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or other property, or otherwise permit the unauthorised use of a computer or computer network;
- (h) is detrimental to or in violation of Guided Resolution's systems, or a third party's systems or network security;
- (i) interferes with the use of the Platform by others;
- (j) could damage, disable or impair the servers or networks used by the Platform or its users; or
- (k) advertises products or services.

9.3 If we allow you to post any information to our Platform, we have the right to take down this information at our sole discretion and without notice

9.4 You must not access or use the Platform, except for the purposes permitted, without the prior written consent of Guided Resolution.

10 Updates and enhancements

10.1 We may (but are not required to):

- (a) provide standard or progressive updates, changes or amendments to the Platform as we see fit to ensure proper operation and interaction of all parts of the Platform and any general enhancements that may be introduced; and
- (b) offer new services and features for the Platform,

which will be subject to these Terms.

11 Third parties

11.1 Your use of the Platform may or may not require the installation of third party software or products. You agree that:

- (a) this is entirely your responsibility; and
- (b) we are not responsible in any way to make recommendations in that regard nor to supply or install such software or products.

11.2 Third party content (including links to third party websites) may be accessible via the Platform. You acknowledge that we have no control over any such third party content, and to the extent permitted by law, including (where applicable) the Australian Consumer Law and New Zealand consumer law are not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on such third party applications and content. We do not have control over all other users of the Platform and are not liable for their opinions or behaviour, including any information and/or advice and any defamatory statements or offensive conduct.

12 Warranties and disclaimers

- 12.1 To the maximum extent permitted by Law, including (where applicable) the Australian Consumer Law and New Zealand consumer law:
- (a) the Platform is made available "as is" and we make no warranties or representations about the Platform, including but not limited to warranties or representations that it will be accurate, current, reliable, timely, available, complete or of a certain quality, or that any data submitted, uploaded, input into, or otherwise displayed on the Platform will not be lost or corrupted, or that the Platform is free from defects, bugs, viruses, errors or omissions, or other harmful components, or that the Platform will operate in combination with any other hardware, software, system or data;
 - (b) except to the extent that we are directly and solely responsible for such Loss, we will not be liable for any direct and indirect Loss – irrespective of the manner in which it occurs – which may be suffered due to: (i) your use of the Platform; (ii) any inaccessibility or unavailability of the Platform; (iii) the fact that certain information or materials contained on it (including any Platform content) are incorrect, incomplete or not up-to-date; (iv) any loss or corruption of any data submitted, uploaded, input, or otherwise displayed on the Platform by or about you; or (v) the inability of the Platform to operate in combination with any other hardware, software, system or data;
 - (c) we do not accept any liability for delays, interruptions, service failures and other problems relating to the Platform outside the reasonable control of Guided Resolution;
 - (d) we do not accept any liability in relation to any third party content or materials available through the Platform; and
 - (e) all warranties, representations or endorsements, express or implied, with regard to the Platform, including all implied warranties of merchantability, fitness for a particular purpose, or non-infringement are excluded from these Terms.
- 12.2 Although we implement security measures to help protect the Platform, you acknowledge that use of the Platform involves transmission of data over networks that are not owned, operated or controlled by Guided Resolution. We are not responsible for any data that is lost, corrupted, intercepted, modified or stored across such networks. You acknowledge and agree that, to the extent permitted by Law (including the Australian Consumer Law and New Zealand consumer law), we cannot guarantee that our security measures will be error-free, that transmissions of data will always be secure or that our security measures (or those of our third party service providers) will always be incapable of being hacked or circumvented by unauthorised third parties.
- 12.3 Subject to these Terms, we will use commercially reasonable efforts to make the Platform available, subject to the need to conduct scheduled and emergency maintenance from time to time.
- 12.4 You acknowledge and agree that we cannot guarantee and do not promise any specific results from use of the Platform.

13 Indemnity and liability

- 13.1 You will defend, hold harmless and indemnify Guided Resolution and our personnel (***Indemnified Parties***) from and against any and all Loss suffered or incurred by them arising out of or in connection with:

- (a) any data (including personal information) disclosed by you in connection with these Terms; or
 - (b) a breach by you of these Terms.
- 13.2 You acknowledge and agree that we have been irrevocably appointed to act as sole and exclusive agent of these Indemnified Parties for the purpose of recovering (whether through court proceedings or otherwise) the Losses of the Indemnified Parties and enforcing the indemnities.
- 13.3 To the maximum extent permitted by Law, including the Australian Consumer Law and New Zealand consumer law:
- (a) we will not be liable for any Consequential Loss; and
 - (b) Guided Resolution's maximum liability arising out of or in connection with these Terms, the Platform, whether in contract, tort, breach of warranty or statutory guarantee or otherwise, will be limited at Guided Resolution's sole discretion, to:
 - (i) the resupply of the services to you; or
 - (ii) the payment of the cost of having the services supplied again.

14 Severability

Any provision of these Terms that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of these Terms nor affect the validity or enforceability of that provision in any other jurisdiction.

15 No waiver

A failure to exercise or a delay in exercising any right, power or remedy under these Terms does not operate as a waiver. A single or partial exercise or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.

16 Entire agreement

These Terms (including our Privacy Policy) contains the entire agreement between you and Guided Resolution with respect to its subject matter. It sets out the only conduct, representations, warranties, covenants, conditions, agreements or understandings (collectively **Conduct**) relied on by the parties and supersedes all earlier Conduct by or between the parties in connection with its subject matter. Neither party has relied on or is relying on any other Conduct in entering into these Terms and completing the transactions contemplated by it.

17 Jurisdiction and governing law

Your use of the Platform and these Terms are governed by the law of New South Wales, Australia and you submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales, Australia.

18 Definitions

The following definitions apply unless the context requires otherwise.

Australian Consumer Law means the law set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth).

Conduct means conduct, representations, warranties, covenants, conditions, agreements or understandings.

Confidential Information means all information of a confidential nature, in any form whether tangible or not and whether visible or not, disclosed or communicated by you or Guided Resolution, or learnt or accessed by, or to which you or Guided Resolution are exposed as a result of entering into these Terms and includes, without limitation, any information and material concerning the contractual or commercial dealings, financial details, products or services (current or proposed), customers, employees, internal policy, the Intellectual Property Rights of you or Guided Resolution or dealings under these Terms.

Consequential Loss means:

- (a) loss of profits, loss of revenue, loss of data, loss of or damage to reputation, loss of or damage to goodwill, loss of business opportunities (including opportunities to enter into or complete arrangements with third parties), loss of management time, damage to credit rating, or loss of business; and
- (b) any loss, not arising naturally (that is according to the usual course of things), from the relevant breach, whether or not such loss is reasonably supposed to have been in the contemplation of both parties, at the time they made these Terms, as the probable result of the relevant breach.

Corporations Act means the Corporations Act 2001 (Cth).

Feedback means any suggestions, ideas, information, comments, process descriptions or other information that you provide to Guided Resolution from time to time.

Governmental Agency means any government or any governmental, semi-governmental or judicial entity or authority. It also includes any self-regulatory organisation established under statute or any stock exchange.

Intellectual Property Rights means all industrial and intellectual property rights of any kind including but not limited to copyright (including rights in computer software), trade mark, service mark, design, patent, trade secret, semi-conductor or circuit layout rights, trade, business, domain or company names, moral rights, rights in Confidential Information, know how or other proprietary rights (whether or not any of these are registered and including any application, or right to apply, for registration) and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world.

Law means all laws including rules of common law, principles of equity, statutes, regulations, proclamations, ordinances, by-laws, rules, regulatory principles, requirements and determinations, mandatory codes of conduct, writs, orders, injunctions and judgments.

Loss means any claim, loss liability, cost or expense (including legal expenses on a full indemnity basis).

Platform means the Guided Resolution dispute resolution platform.

Privacy Policy means the policy that is available at <http://www.guidedresolution.com/privacy-policy/>.