

Terms of Use

1. Introduction to Terms

The Platform is owned and operated by us. The Platform is an application designed for completing CPD Activities and maintaining records about your completion of CPD Activities.

You agree to the Terms by using the Platform. You agree not to use the Platform if you do not agree to any part of the Terms.

2. Conditions of Use

We grant you a limited and revocable license to view and use the Platform, and to register an Account, in accordance with the Terms if you:

- comply with the Terms;
- are over the age of 18 years or if under the age of 18 years use the Platform with the supervision of a parent, legal guardian, or qualified teacher;
- are capable of forming binding contracts;
- are not breaking any law by accessing and using the Platform (by reference to laws in your jurisdiction and ours);
- use the Platform only in the way that it is designed to be used; and
- do not engage in any improper, indecent, bullying, harassing or offensive conduct while using the Platform (as we determine at our sole and absolute discretion).

At our discretion, we may immediately revoke the licence to use the Platform if you breach any of the conditions above.

3. Accounts

- In order to access certain parts and functionality of the Platform, you must register an Account.
- When you register an Account, you undertake to:
 - provide information during the registration process that is accurate and complete in all respects; and
 - represent yourself only, and not impersonate any other person while using the Platform.
- You are solely responsible for:
 - the use of your Account, regardless of who is using it, even if it is used without your permission; and
 - keeping your username and password secure.

4. Provider's relationship to transactions between users

- We are not responsible for transactions or interactions that occur between users on the Platform. We do not make any warranties in relation to any services rendered or information provided by users, or transactions entered into between users, of the Platform.
- You agree and acknowledge that our provision of the Platform does not constitute advice by us.
- We have no responsibility for transactions or interactions that occur between users on the Platform, other than the provision of the Platform.

5. CPD Activities and Content

- You will be able to use the Platform to view available CPD Activities. You agree that all availability is indicative only and you understand that no warranty or guarantee is made as to the availability of any particular CPD Activity.
- We reserve the right to cancel, modify or withdraw any advertised CPD Activity or Content for any reason without notice.
- All CPD Activities and Content are provided for informational purposes only, and are to be used or relied on at your own risk. We make no warranty or representations as to the accuracy of any CPD Activity or Content.
- You acknowledge and agree that, whilst the Platform may include a feature to track and record CPD Activities undertaken by you, it is your responsibility to maintain records of CPD Activities completed and ensure that you comply with any professional requirements by which you are bound.

6. Errors

You agree and acknowledge that there may be technical or administrative errors in the information on the Platform, including but not limited to errors with respect to CPD Activities and Content.

We reserve the right to do any of the following, at our absolute discretion, without notice:

- correct any errors in Content or on the Platform;
- update the Platform;
- withdraw, suspend or limit access to any Content or CPD Activity; or
- change the Platform or Content in any way.

7. Posted Content

You warrant that any Posted Content uploaded by you on the Platform is not:

- uploaded in breach of the IP Rights of any Third Party;
- uploaded in breach of any law under the *Privacy Act 1988* (Cth);

- affected by any computer virus or malicious code;
- connected with "spam" or the process of "spamming";
- in breach of any other clause of the Terms; or
- false, defamatory, misleading or otherwise deceptive in any way;
- financial, legal, medical or other professional advice;
- adult material; or
- material that is likely to offend, insult or humiliate based on race, religion, ethnicity, gender, age, sexual orientation.

You agree that any comments or opinions that you express in Posted Content will be fair, accurate and genuinely held at the time of communication.

We make no warranties as to the accuracy of any Content posted by users of the Platform, and will accept no liability for errors or omissions in general in relation to that Content.

8. Licence to Posted Content

- By posting or uploading Posted Content, you grant a licence to us to deal with the Posted Content, except for medical or personal information, for any purpose.
- We reserve the right, at our absolute discretion, to remove, amend, edit or in any other way change any Posted Content, or to request you to do so. You agree to comply with such requests.
- Personal Information is managed in accordance with our Privacy Policy.

9. Privacy and Data Retention

- We may collect and store Data.
- Our Privacy Policy explains:
 - how we collect and store Personal Information; and
 - under what conditions we share such information.
- You acknowledge and accept the terms and conditions of the Privacy Policy.
- We reserve the right to share or disclose your Data in order to maintain the Platform and comply with any relevant laws.
- We reserve the right to share or disclose your Data with your organisation and / or educational institution and Content Providers.

10. Third Party Websites and Advertising

- The Platform may contain hyperlinks, images, banners, information and advertising from Third Parties. You consent to receiving this information as part of your use of the Platform.
- We are not responsible for any information transmitted by Third Parties nor are we responsible for the accuracy of any advertisements.
- Your link to any Third Party website, or decision to accept any Third Party offer, is entirely at your own risk.

11. IP Rights

- All title, ownership rights and IP Rights, including copyright, in relation to the Platform is owned or used under licence by us.
- The Platform includes registered and unregistered trade marks, including but not limited to CPD ANYTIME and the CPD ANYTIME device and trade marks belonging to Third Parties.
- Without our express written permission, you must not:
 - replicate all or part of the Platform in any way, including for private and domestic use;
 - incorporate all or part of the Platform in any other webpage, site, application or other digital or non-digital format; or
 - copy, alter, use or otherwise deal in our trade marks or trade marks belonging to a Third Party.

12. Complaints about the Platform

- In the event of a dispute with another user, you agree to work in good faith to resolve the dispute. You agree and acknowledge that any such dispute is to be resolved by users amongst themselves directly, without our involvement in any way whatsoever.
- If you have a complaint in connection with the Platform for which you consider that we are liable, you must report it in writing to us within 10 days of the circumstances giving rise to the complaint first occurring. We may or may not, at our sole discretion, investigate your complaint, depending on the nature of the complaint.
- If you are not satisfied with our action in relation to a complaint, you must formally notify us of your complaint with a written notice which includes, or is accompanied by, full and detailed particulars of the complaint.
- Within 10 days after such a notice is given, our representative will respond to the Complaint Notice in writing.
- In accordance with this section, and to the fullest extent available under the law, you agree not to bring any court or tribunal proceedings against us in respect of any complaint unless you have complied with the requirements of this clause (but subject always to any rights you may have under the *Competition and Consumer Act 2010* (Cth) or any equivalent legislation).

13. Exclusion of express warranties

You acknowledge that you use the Platform at your own risk. We make no warranties or guarantees, implied or express:

- that the Platform will be accessible at all times, uninterrupted or error free;
- that the Platform is without bugs or viruses;
- that the Platform is immune to unauthorised access or security breach; and
- in respect of the retention of, or continued accessibility of, any Data.

14. Limitation of liability

Implied Conditions

We exclude all implied guarantees, conditions and warranties from the Terms and the Platform, except any Non Excludable Condition.

Limitation of Liability

We exclude all other liability to you for any Costs, including Consequential Loss, suffered or incurred directly or indirectly by you in connection with the Terms or the Platform, including in connection with:

- the Platform being inaccessible for any reason;
- incorrect or corrupt Data, lost Data, or any inputs or outputs of the Platform;
- computer virus, trojan and other malware in connection with the Platform;
- your failure to maintain hardware sufficient to meet minimum hardware requirements for the Platform;
- failure of any third party component including, without limitation, hardware failure, network failure, or power failure;
- any unauthorised activity in relation to the Platform; or
- your failure to fulfil your obligations under the Terms.

Non Excludable Condition

Where a Non Excludable Condition is deemed to apply, to the fullest extent possible under the law, we limit our liability for any breach to:

- in the case of goods:
 - the re-supply of the goods or payment of the cost of the re-supply of the goods; or
 - the replacement or repair of the goods or payment of the cost of replacement or repair of the goods; and
- in the case of services:

- the re-supply of the services affected by the breach; or
- the payment of the cost of such re-supply of the services.

15. Limitations and exclusions subject to the law

All limitations and exclusions in the Terms:

- are subject to Non Excludable Conditions to the extent of any inconsistency;
- apply to the fullest extent permissible by the law; and
- apply however the excluded, limited, or indemnified Costs are caused, whether they arise in contract, tort (including by our negligence), or under statute.

16. Indemnity

User indemnifies the Indemnified against all Costs suffered or incurred by the Indemnified, however caused, arising wholly or partially, directly or indirectly, in connection with the Terms or User's use of the Platform, including any Costs arising directly or indirectly from:

- your breach of the Terms;
- your infringement of any Third Party IP Rights while using the Platform;
- the enforcement of our rights in connection with the Terms, including legal costs on a full indemnity basis; or
- any claim, action or suit by a Third Party alleging infringement of their IP Rights as a result of your conduct.

17. Conditions of indemnity

- The Indemnities in the Terms are subject to Non Excludable Conditions to the extent of any inconsistency, and apply to the fullest extent permissible by law.
- The Indemnified may make a claim under indemnities in the Terms in relation to a Cost before having incurred the Cost, or before making a payment in relation to the Cost.
- The indemnities in the Terms shall be in addition to any damages for breach of contract to which we may be entitled. Nothing in the indemnities in the Terms will be construed so as to prevent us from claiming damages in relation to your breach of any term of the Terms.

18. Termination

- Either party may end the agreement arising from the Terms immediately for any reason by giving the other party written notice.
- Where the Terms have been terminated you must immediately cease to use the Platform and uninstall it from your devices.

- Termination of the Terms does not affect the parties' rights in respect of periods before the termination of the agreement.
- After termination, we will continue to have the right, but not the obligation, to monitor Posted Content on the Platform, to determine compliance with the Terms and any other operating rules.

19. Communications

- Communications must be in writing.
- Either party may serve any Communication on the other party by sending it to that party's email address.
- A Communication by email will be taken to have been received by the addressee 24 hours after the email was sent, unless the party sending the email knows or reasonably ought to suspect that the email was not delivered to the addressee's domain specified in the email address.
- The email for Provider is ##, or an alternate email address notified by us from time to time.
- Your email is the email address used by you to setup an Account on the Platform, or an alternate email address notified to us from time to time.

20. Amendment

- We may make minor changes to assist with fairness and accuracy of the Terms at our sole discretion by providing you with a period of notice that we determine to be reasonable.
- If you choose to unsubscribe from our mailing list, we will not have the ability to notify you of changes to the Terms, and it will be your responsibility to regularly check the Terms via the Platform or our Website.
- By continuing to use the Platform after an amendment to the Terms, you agree to be bound by the Terms as amended.

21. Relationship of parties

The relationship between the parties under the Terms does not form a joint venture or partnership.

22. Assignment and novation

- You cannot assign, novate or otherwise transfer any of your rights or obligations under the Terms without our prior written consent.
- We may assign, novate or otherwise transfer any of its rights or obligations under any Terms to a third party without notice to you, or your prior consent. If we require, you agree to sign any documents to give effect to an assignment, novation or transfer by us under this clause.

23. Governing law

The laws of the state of Queensland govern the Terms and each party submits to the non-exclusive jurisdiction of the courts in that jurisdiction.

24. General and interpretation

Further assurances

The parties agree to do everything required to give full effect to the Terms.

Entire agreement

The Terms and any other document incorporated by reference constitute the entire legal agreement. The parties agree that they have not relied on any representation or statements outside the terms of the Terms.

Waiver

No right or obligation under the Terms will be waived unless the waiver is explicitly waived in writing.

Severance

Any unenforceable or invalid term of the Terms will be severed to the extent of the unenforceability or invalidity without affecting any other term in the Terms.

Binding on successors

The Terms are binding on each party's successors and permitted assigns.

Interpretation

Unless the terms and conditions of the Terms explicitly state otherwise, the Terms will be interpreted as follows:

- a reference to a party includes that party's permitted assigns, administrators, successors, executors, legal representatives and any novated party;
- any reference to a trustee includes any substituted or additional trustee;
- unless used for the usual grammatical purpose, inverted commas around a term indicate industry jargon that will be interpreted according to how that term would be understood by an individual with expertise in the relevant industry;
- "including", "includes" or any derivation of those words does not limit the matter in question to the things specifically mentioned in the applicable context;
- where a term is defined, other grammatical forms of that term will be taken to have the same meaning;
- headings are for convenience and will not affect interpretation;
- words in the singular will be taken to include the plural and also the opposite;

- "\$" means the Australian dollar;
- a reference to a document will be to that document as updated, varied or amended;
- a document referenced by the Terms will not take precedence over the referencing document;
- when any kind of legislative instrument is referenced, the reference will be taken to be that instrument as updated or substituted for by the legislative body in any way;
- where a "URL" is mentioned, the non-operation of the "URL" will not render the rights and obligations associated with it invalid;
- any referenced digital resource may be replaced with another digital resource that is a "copy" of the original resource;
- a reference to a party's conduct includes omissions as well as acts;
- if a party is described as having discretion in a matter, the discretion in that matter will be interpreted as sole and absolute; and
- where a party is required to do "anything necessary", this includes executing agreements and other legal instruments.

25. Definitions

Account means a membership account on the Platform.

Communication means any written communication including each notice, consent, approval, request and demand under or in connection with the Terms.

Complaint Notice means the notice provided by User to Provider as described in the clause entitled "Complaints about the Platform".

Consequential Loss means loss of revenue, loss of profits, loss of anticipated savings or business, pure economic loss, loss of data, loss of value of equipment (other than the cost of repair), loss of opportunity or expectation loss, and any other form of consequential, special, indirect, punitive or exemplary loss or damages.

Content means all information, graphics, HTML, text, software and materials on the Platform.

Content Provider means a third party individual or organisation that provides content on the Platform.

Costs means any costs, expenses, losses, damages, claims, demands, proceedings, and other liability.

CPD Activity means a continuing professional development activity provided by us or a Third Party via the Platform.

Data means information that you upload to, or generate on, the Platform including account registration information, records of participation or completion of CPD Activities, Personal Information and Posted Content.

Indemnified means us and our directors, employees, contractors and agents.

IP Rights means all present and future rights conferred by statute, common law or equity in or in relation to business names, circuit layouts, computer software, confidential information, copyright, designs, domain names, formulas, inventions, knowhow, patents, plant varieties,

recipes, trade marks, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic field, the benefit of any application to register such a right and the benefit of any renewal or extension of such a right.

Non-Excludable Condition means any guarantee, condition or warranty (such as the consumer guarantees implied by the *Competition and Consumer Act 2010 (Cth)*), which cannot by law be excluded.

Personal Information has the meaning given to that term in the *Privacy Act 1988 (Cth)*.

Platform means the mobile app and website called CPD ANYTIME. A reference to use of the Platform also refers to use of the Content.

Posted Content means any Content that you upload to the Platform, which may include comments, reviews or ratings about CPD Activities.

Privacy Policy means our privacy policy.

Terms means the legally binding contract arising between the parties composed of the terms and conditions in this document.

Third Party means third party businesses, people and websites.

You means the user of the Platform or the holder of an Account on the Platform.

We, Us, Our means GRT Applications Pty Ltd as trustee for the GRT Solutions Unit Trust trading as CPD Anytime (ABN 81 862 449 746) of 3 / 915 Ann Street, Fortitude Valley Qld 4006, Australia.

Website means our website.