

# Certify Network Web Portal Terms and Conditions

The Certify Network Web Portal is owned and operated by Certify Network ABN 51 614 538 975 (Certify).

These Terms and Conditions contain important information, including disclaimers and limitations of liability.

## 1. Your acceptance

- (a) These are the terms on which Certify permits you to:
  - (i) access and use the Certify Network Web Portal located at <https://www.certify.net.au> (**Web Portal**),
  - (ii) upload data, scanned documents, information (including business name, contact name, ABN, address and contact details, licence details, trade licenses and contractor accreditation information and insurance information) and other content (**Your Information**) to or by means of the Web Portal; and
  - (iii) make use of the services and functionality provided or otherwise made available by Certify through or by means of the Web Portal, including:
    - (A) the facility which enables you to upload Your Information; and
    - (B) the facility which enables you to make Your Information available to third parties who may have engaged, or may wish to engage your services as an independent contractor (**Construction Companies**),(collectively, the **Services**).
- (b) By, and in consideration for Certify allowing, your use of or access to the Web Portal and/or the Services, you agree to be bound by these Terms and Conditions (**Terms**).
- (c) You acknowledge and agree that these Terms also apply to Your Information where you provide Your Information to Certify and Certify uploads or inputs all or part of Your Information onto the Web Portal on your behalf.
- (d) Certify may from time to time review and update these Terms to take account of new laws, regulations, relevant third party terms and conditions, products or technology. Your use of the Web Portal and the Services will be governed by the most recent Terms posted on the Web Portal. By continuing to use the Web Portal and/or Services, you agree to be bound by the most recent Terms. It is your responsibility to check the Web Portal regularly for updated versions of the Terms.

## 2. Authorised Login and Identity Verification

- (a) Certain parts of the Web Portal and the Services are only accessible to you if you have “logged in” by providing certain details as requested by Certify on the log-in, registration and/or authentication pages of the Web Portal (collectively, this information is your **Login Information**).
- (b) You agree that Certify may use and disclose (in accordance with our Privacy Policy) any information you provide during the registration process in order to verify your identity.
- (c) When using the Web Portal and the Services, you are responsible for maintaining the confidentiality of your Login Information and for restricting access by third parties to the Web Portal and the Services. You accept all liability if your Login Information is used by an unauthorised person.
- (d) If you believe that your Login Information has been compromised, lost or misplaced, you must contact Certify immediately by email at [compliance@certify.net.au](mailto:compliance@certify.net.au).

- (e) You must exercise particular caution when accessing the Web Portal from a public or shared computer so that others are not able to view or record your Login Information or other personal information.

### **3. Your use of the Web Portal and the Services**

You acknowledge and agree that Certify:

- (a) may use and disclose Your Information to verify its currency and validity and your compliance with applicable regulations, as well as any applicable policies or other requirements of Construction Companies;
- (b) may provide copies of or otherwise disclose Your Information to Construction Companies or other third parties as part of our performance of the Services, including for verification purposes;
- (c) may provide you with links to third party web sites, or use and disclose Your Information to third parties to enable them or Certify to offer you goods or services relevant to your business (including insurance products). Certify may earn a commission on insurance policies or other goods and services purchased by you arising out of your use of the Web Portal and introductions made by Certify;
- (d) is not required to and will not correct, edit, monitor, moderate or otherwise control the content of Your Information in any way and you are solely responsible for the content of Your Information;
- (e) may make comments or suggestions in relation to your regulatory or other compliance requirements, but Certify is not an expert in your business' compliance obligations and it is your responsibility to ensure that any such comments or suggestions by Certify are correct, relevant and appropriate for your circumstances, and are independently verified;
- (f) may alter, enhance or remove some or all of the features of the Web Portal at any time without notice;
- (g) does not guarantee the availability or functionality of the Web Portal or the Services for use by you or any Construction Companies and there may be a delay in Certify obtaining, ascertaining, updating, publishing or notifying your compliance status on the Web Portal or to any Construction Companies; and
- (h) may monitor your use of the Web Portal.

### **4. Access and communication**

- (a) Certify does not warrant that you will have continuous access to the Web Portal or the Services or that any Services will be performed in a timely manner or without delay. Certify will not be liable in the event that the Web Portal or Services are unavailable to you or any Construction Companies due to any reason whatsoever, including computer or server downtime attributable to malfunctions, upgrades, preventative or remedial maintenance activities or interruption in telecommunications supply.
- (b) Certify does not guarantee the delivery of communications over the Internet, including communications with respect to the Services, as such communications rely on third party service providers. Electronic communication (including electronic mail) is vulnerable to interception by third parties and Certify does not guarantee the security or confidentiality of these communications or the security of the Services.
- (c) Although reasonable efforts are made by Certify to ensure the integrity of the Web Portal and the Services, Certify cannot guarantee the safety of computer systems of users of the Web Portal, or that any information or output of the Web Portal and/or the Services will be accurate, complete and error free or free from viruses, trojan horses or other malicious code. Certify does not accept liability for any loss or corruption of data (including Your Information) or any damage

to any computer system sustained in connection with the use of the Web Portal or the Services. You acknowledge that you use the Web Portal and the Services at your own risk.

## 5. Privacy

Any personal information submitted by you to Certify is subject to and will be handled in accordance with Certify's Privacy Policy. The Privacy Policy forms part of these Terms, and is set out at: [https://certifyonline.com.au/docu/Certify\\_Network\\_Privacy\\_Policy.pdf](https://certifyonline.com.au/docu/Certify_Network_Privacy_Policy.pdf)

## 6. Intellectual property rights in the Web Portal and the Services

- (a) All intellectual property rights, including trade marks, copyright and patents, in the Web Portal, are owned or licensed by Certify or its licensors (as applicable). You must not copy, modify or transmit any part of the Web Portal.
- (b) The Web Portal contains trade marks, logos, service names and trade names of Certify or third parties, which may be registered or otherwise protected by law. You are not permitted to use any trade marks, logos, service names or trade names appearing on the Web Portal or in relation to the Services.
- (c) Certify grants you a non-exclusive and non-transferable licence to use the Web Portal and Services for your own business use subject to the restrictions specified in clause 8. Other than uploading Your Information onto or downloading copies of Your Information from, the Web Portal, you may not download (other than page caching) or modify the Web Portal or any portion of it in any way.

## 7. Licence to use Your Information

You grant Certify a non-exclusive, royalty free licence to use, store, review and manage Your Information and communicate it to third parties as set out in these Terms.

## 8. Prohibited uses

In using the Web Portal and the Services you must not:

- (a) data mine or use robots or other data collection methods;
- (b) impersonate or falsely claim to represent a person or organisation;
- (c) defame, abuse, stalk, harass, threaten or otherwise violate the legal rights of others, including without limitation, rights relating to privacy and publicity;
- (d) upload, link to, or otherwise communicate or distribute any inappropriate, profane, defamatory, infringing, obscene, indecent, misleading, deceptive or unlawful material or information, or otherwise use the Web Portal or the Services in a manner which is unlawful or would infringe the rights of another person including any intellectual property rights; or
- (e) upload, link to, or otherwise distribute any information, material or item which contains a virus, trojan horse, worm, malicious code or other harmful or disruptive component.

## 9. Currency of Your Information

You must ensure that you maintain the currency and accuracy of Your Information and update it regularly so as to ensure that it remains valid, accurate, current and up-to-date. Certify is not liable to you or any other person way if you fail to maintain Your Information as required. You acknowledge that Certify is not required to monitor the validity, accuracy or currency of Your Information.

## 10. Termination

Certify may at any time immediately terminate your access (including restricting access) to the Web Portal or the Services for any reason (including due to your breach or alleged breach of these Terms)

in its sole discretion and without prior notice. Any indemnities given by you and any limitations of our liability survive such termination.

#### 11. Your warranties

You warrant and represent that:

- (a) you will comply with clause 8 and all applicable law in using the Web Portal and the Services;
- (b) all of Your Information that you provide to Certify is and you will maintain and update it so that it remains, to the best of your knowledge, current, accurate and complete, is not misleading or deceptive and has not been altered or tampered with in any way; and
- (c) Certify exercising the rights granted to it under clause 7 does not and will not infringe the intellectual property rights of any third party.

#### 12. No warranties by Certify

To the extent permitted by law, Certify makes no warranties or representations of any kind, express or implied, including but not limited to any warranties or representations in relation to:

- (a) the operation, timeliness or availability of the Web Portal or the Services;
- (b) the accuracy, completeness or suitability of the Web Portal or the Services;
- (c) the merchantability or fitness for a particular purpose of the Web Portal or the Services;
- (d) any third party products or services described or referred to on the Web Portal; or
- (e) the Web Portal or Services not being subject to unauthorised access.

#### 13. Limitation of Liability

- (a) You confirm that you have not relied on any representation, description, illustration or specification which is not expressly stated in these Terms.
- (b) Certify takes no responsibility and assumes no liability for the Web Portal or the Services.
- (c) Certify excludes all liability for any reliance or decisions made based upon any information provided to you by Certify, including through the Web Portal. You agree that you alone are responsible for ensuring the accuracy, relevance, completeness or suitability of such information and you agree to exercise appropriate judgment in obtaining or using such information, the Services and the Web Portal, including ascertaining the currency and accuracy of any information provided to you.
- (d) You expressly agree that your use of any information provided to you by Certify, the Web Portal and the Services is at your sole risk.
- (e) Where the liability of Certify and the liability of its directors, employees, agents and contractors (**Certify Employees**) cannot be excluded under any law, Certify's and Certify Employees' liability in respect of any non-excludable warranties or conditions will be limited to, at Certify's discretion, either re-supplying the Web Portal or the Services to you or paying the cost or re-supplying access to the Web Portal or the Services to you.
- (f) For all other claims or liability, the maximum aggregate liability of Certify and Certify Employees for all proven losses, damages and claims, costs or expenses whatsoever arising out of or in connection with these Terms, the Web Portal, the Services or any information provided to you by Certify or your use of any of the foregoing, including liability for breach, in negligence or in tort or for any other common law or statutory action, is limited to AUD\$10.
- (g) Despite any other clause of these Terms, Certify and Certify Employees are not liable to you or to any other person for any indirect, incidental, special or consequential loss or damage, or

any loss of profits or anticipated profits, economic loss, loss of business opportunity, loss or corruption of data or loss or damage resulting from wasted management time irrespective of whether:

- (i) the loss or damage is caused by or relates to breach of contract, statute, tort (including negligence) or otherwise; or
- (ii) Certify or any other person was previously notified of the possibility of the loss or damage.

#### **14. Indemnity**

- (a) You indemnify and must keep indemnified Certify and the Certify Employees against all actions, claims, proceedings, demands, liabilities, losses, damages, costs and expenses (including legal costs on a full indemnity basis) that may be brought against Certify or which Certify may pay, sustain or incur as a direct or indirect result of any one or more of the following:
  - (i) any breach of these Terms by you or any of your officers, employees, agents or contractors;
  - (ii) any wrongful, wilful or negligent act or omission of you or any of your officers, employees;
  - (iii) any claims by Construction Companies or any other third party that Your Information is inaccurate, incorrect, incomplete, invalid, out-of-date, misleading or deceptive;
  - (iv) the use (whether authorised or unauthorised) of your Login Information and your use of the Web Portal and the Services; and
  - (v) any claim that Certify exercising the rights granted to it under clause 7 infringes the intellectual property rights of any third party.

#### **15. Jurisdiction and law**

These Terms are governed by and must be construed in accordance with the laws of the State of New South Wales, Australia. You submit to the exclusive jurisdiction of the courts of that State and the Commonwealth of Australia in respect of all matters arising out of or relating to these Terms, their performance and subject matter.

#### **16. Severability**

Each provision of these Terms is severable from the others and no severance of a provision will affect any other provision.