

Welcome to the website located at [www.ntrustus.com.au](http://www.ntrustus.com.au). The following terms of use apply to the site's access and use. By remaining on the website, you accept the Terms.

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## 1. About the Website

- (a) The Website, [www.ntrustus.com.au](http://www.ntrustus.com.au) (**Website**), provides you with information and access to register and subscribe to the nTrustus Complaints and Compliments Portal (**Services**).
- (b) The Website is operated by nTrustus Pty Ltd, ACN 665 094 306. Access to and use of the Website, or any of its associated products or Services, is provided by nTrustus Pty Ltd. Please read these terms and conditions (**Terms**) carefully. Using, browsing and reading the Website signifies that you have read, understood and agree to be bound by the Terms. If you disagree with the Terms, you must cease using the Website or any Services.
- (c) nTrustus Pty Ltd reserves the right to review and change any of the Terms by updating this page at its sole discretion. When nTrustus Pty Ltd updates the Terms, it will use reasonable endeavours to provide you with notice of updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records.

## 2. Acceptance of the Terms

You accept the Terms by remaining on the Website. Where the option is available in the user interface, you may also accept the Terms by clicking to accept or agree to the Terms.

## 3. About the Service

- (a) The nTrustus Complaints and Compliments Portal provides access to Participants and Providers, automating and simplifying complaint handling and enabling the sharing of compliments.
- (b) Free and subscription accounts are currently offered. You acknowledge and agree that the provided accounts and account features may change from time to time and may be governed by separate terms that apply specifically to the account.
- (c) Where special account-specific terms apply, you will be informed and must accept those terms before you are given such an account. To avoid doubt, these Terms apply unless otherwise agreed or amended by account-specific terms.
- (d) Some accounts may be governed by a separate Software Licensing Agreement with nTrustus Pty Ltd, which may amend the terms of use. To avoid doubt, these Terms apply unless otherwise agreed or amended by the terms of an applicable Software Licensing Agreement.

## 4. Acceptable use of the Service

- (a) nTrustus Complaints and Compliments Platform, its related features, and its website must only be used lawfully. nTrustus Pty Ltd reserves the right to suspend, cancel, or otherwise deny access to users and accounts who use the service:
- (i) To engage in any act that would disrupt the access, availability, and security of nTrustus Complaints and Compliments Platform and other nTrustus Pty Ltd services, including but not limited to:
- a. Tampering with, reverse-engineering, or hacking our servers.
  - b. Modifying, disabling, or compromising the performance of nTrustus Complaints and Compliments Platform or other nTrustus Pty Ltd services.
  - c. Overwhelming, or attempting to overwhelm our infrastructure by imposing an unreasonably large load on our systems that consume extraordinary resources.
  - d. Compromising the integrity of our system, including probing, scanning and testing the vulnerability of our system, unless expressly permitted by nTrustus Pty Ltd.
- (b) For any illegal purpose or to violate any laws, including and without limitation to data, privacy, and export control laws.
- (c) To stalk, harass or threaten users and any member of the public.
- (d) To misrepresent or defraud any user or member of the public through phishing, spoofing, manipulating headers or other identifiers, impersonating anyone else, or falsely implying any sponsorship or association with nTrustus Pty Ltd or any third party
- (e) To access or search any part of the Service or any other Service owned by nTrustus Pty Ltd other than our publicly supported interface or otherwise allowed for in an applicable Software Licensing Agreement.
- (f) To post, upload, share, or otherwise circulate content in violation of nTrustus Complaints and Compliments Platform's content policy

## 5. Security and Data Privacy

nTrustus Pty Ltd takes your privacy seriously, and information provided through your use of the Website and Services are subject to nTrustus Pty Ltd's Privacy Policy, which is available on the Website. The Privacy Policy also addresses nTrustus Pty Ltd's processes, policies, and obligations regarding nTrustus Complaints and Compliments Platform security breaches.

## 6. Data Use

nTrustus Pty Ltd collects, stores, and processes your data on the nTrustus Complaints and Compliments Platform. The data is used to provide you with services and facilitate nTrustus Pty Ltd's business operations. The Privacy Policy outlines how nTrustus Pty Ltd collects, stores, and processes your data. The Privacy Policy also addresses nTrustus Pty Ltd's processes, policies, and obligations regarding data encryption and removal requests.

## 7. Participant Registration to use the Service

- (a) To access the Service as a Participant, you must first register on the Website (**Registration**). After Registering, you will be considered a member (**Member**).
- (b) Before, during or after the Registration, you will be required to create an account through the Website before you can access the Services (**Account**).
- (c) As part of the registration process or as part of your continued use of the Services, you may be required to provide personal information about yourself (such as identification or contact details), including but not limited to name, email address, and phone number.
- (d) You warrant that any information you give to nTrustus Pty Ltd while completing the registration process will always be accurate, correct and up to date.
- (e) Once you have completed the registration process, you will be a registered user of the Website and agree to be bound by the Terms (**User**). As a Member, you will be granted immediate access to the Services from the time you have completed the registration process until the registration expires (**Registration Period**).
- (f) You may not use the Services and may not accept the Terms if:
  - (ii) You are not of legal age to form a binding contract with nTrustus Pty Ltd or
  - (iii) You are barred from receiving the Services under the laws of Australia or other countries, including the country where you are resident or from which you use the Services.

## 8. Provider Subscription to use the Service

- (a) To access the Service as a Provider, you must purchase a subscription through the Website (**Subscription**) and pay the applicable fee for the selected Subscription (**Subscription Fee**). After purchasing a Subscription, you will be considered a member (**Member**).
- (b) In purchasing the Subscription, you acknowledge and agree that it is your responsibility to ensure that the Subscription you elect to purchase is suitable for your use.
- (c) Before, during, or after you purchase the Subscription, you will be required to register for an account through the Website before you can access the Services (**Account**).
- (d) As part of the registration process or as part of your continued use of the Services, you may be required to provide personal information about yourself (such as identification or contact details), including but not limited to name, email address, phone number and credit card details.
- (e) You warrant that any information you give to nTrustus Pty Ltd while completing the Subscription process will always be accurate, correct and up to date.
- (f) Once you have completed the Subscription process, you will be a registered user of the Website and agree to be bound by the Terms (**User**). As a Member, you will be granted immediate access to the Services from the time you have completed the registration process until the subscription period expires (**Subscription Period**).

- (g) You may not use the Services and may not accept the Terms if:
  - (i) You are not of legal age to form a binding contract with nTrustus Pty Ltd or
  - (ii) You are barred from receiving the Services under the laws of Australia or other countries, including the country in which you are resident or from which you use the Services.

## 9. Payments

- (a) Subject to the terms of any applicable Software License Agreement, the Subscription Fee may be paid by all payment methods available on the Website and may change from time to time.
- (b) Payments made while using nTrustus Complaints and Compliments Platform may be made using third-party applications and services not owned, operated, or otherwise controlled by nTrustus Pty Ltd. You acknowledge and agree that nTrustus Pty Ltd will not be liable for any losses or damage arising from the operations of third-party payment applications and services. You further acknowledge and warrant that you have read, understood and agree to be bound by the terms and conditions of the applicable third-party payment applications and services you choose to use as a payment method for nTrustus Complaints and Compliments Platform services.
- (c) You acknowledge and agree that where a request for the payment of the Subscription Fee is returned or denied, for whatever reason, by your financial institution or is unpaid by you for any other reason, then you are liable for any costs, including banking fees, associated with the Subscription Fee.
- (d) You agree and acknowledge that nTrustus Pty Ltd can vary the Subscription Fee at any time and that the varied Subscription Fee will come into effect following the conclusion of the existing Subscription.

## 10. Refund Policy

- (a) nTrustus Pty Ltd offers refunds in accordance with the Australian Consumer Law and on the terms set out in these terms and conditions. Any benefits set out in these terms and conditions may apply in addition to consumer's rights under the Australian Consumer Law.
- (b) nTrustus Pty Ltd will only provide you with a refund of the Subscription Fee in the event they are unable to continue to provide the Services or if the manager of nTrustus Pty Ltd decides, at its absolute discretion, that it is reasonable to do so under the circumstances. Where this occurs, the refund will be proportional to the Subscription Fee that remains unused by the Member (**Refund**).

## 11. Copyright and Intellectual Property

- (a) The Website, the Services and all of the related products of nTrustus Pty Ltd are subject to copyright. The material on the Website is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the Services and compilation of the Website (including but not limited to text, graphics, logos, button icons, video images, audio clips, Website code, scripts, design elements and interactive features) or the Services are owned or controlled for these purposes and are reserved by nTrustus Pty Ltd or its contributors.

- (b) All trademarks, service marks and trade names are owned, registered and licensed by nTrustus Pty Ltd, which grants to you a worldwide, non-exclusive, royalty-free, revocable license whilst you are a User to:
  - (iii) use the Website according to the Terms;
  - (iv) copy and store the Website and the material contained on the Website in your device's cache memory and
  - (v) print pages from the Website for your own personal and non-commercial use.
- (c) nTrustus Pty Ltd does not grant you any other rights whatsoever in relation to the Website or the Services. nTrustus Pty Ltd expressly reserves all other rights.
- (d) nTrustus Pty Ltd retains all rights, title and interest in and to the Website and all related Services. Nothing you do on or in relation to the Website will transfer any:
  - (i) business name, trading name, domain name, trademark, industrial design, patent, registered design or copyright, or
  - (ii) a right to use or exploit a business name, trading name, domain name, trademark or industrial design, or
  - (iii) a thing, system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process), to you.
- (e) You may not, without the prior written permission of nTrustus Pty Ltd and the permission of any other relevant rights owners, broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Services or third party Services for any purpose unless otherwise provided by these Terms. This prohibition does not extend to materials on the Website that are freely available for re-use or are in the public domain.

## 12. General Disclaimer

- (a) Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them), which by law may not be limited or excluded.
- (b) Subject to this clause and to the extent permitted by law:
  - (i) all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and
  - (ii) nTrustus Pty Ltd will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Services or these Terms (including as a result of not being able to use the Services or the late supply of the Services), whether at common law, under contract, tort (including negligence), in equity, according to a statute or otherwise.

- (c) Use of the Website and the Services is at your own risk. Everything on the Website and the Services is provided to you "as is" and "as available" without warranty or condition. None of the affiliates, directors, officers, employees, agents, contributors and licensors of nTrustus Pty Ltd make any express or implied representation or warranty about the Services or any products or Services (including the products or Services of nTrustus Pty Ltd ) referred to on the Website. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:
- (i) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;
- (d) Use of the Website and the Services is at your own risk. Everything on the Website and the Services is provided to you "as is" and "as available" without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors and licensors of nTrustus Pty Ltd make any express or implied representation or warranty about the Services or any products or Services (including the products or Services of nTrustus Pty Ltd ) referred to on the Website. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:
- (i) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;
  - (ii) the accuracy, suitability or currency of any information on the Website, the Services, or any of its Services related products (including third party material and advertisements on the Website);
  - (iii) costs incurred as a result of you using the Website, the Services or any of the products of nTrustus Pty Ltd ; and
  - (iv) the Services or operation in respect to links which are provided for your convenience.

### 13. Limitation of Liability

- (a) nTrustus Pty Ltd 's total liability arising out of or in connection with the Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the Services to you.
- (b) You expressly understand and agree that nTrustus Pty Ltd , its affiliates, employees, agents, contributors and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

## 14. Termination of Contract

- (a) The Terms will continue to apply until you or nTrustus Pty Ltd terminates them as set out below.
- (b) If you want to terminate the Terms, you may do so by:
  - (i) not renewing the Subscription before the end of the Subscription Period;
  - (ii) providing nTrustus Pty Ltd with 14 days' notice of your intention to terminate and
  - (iii) closing your accounts for all of your services, where nTrustus Pty Ltd has made this option available to you.
- (c) Any notices pursuant to Clause 13.2 above should be sent, in writing, to nTrustus Pty Ltd via the 'Contact Us' link on our homepage.
- (d) nTrustus Pty Ltd may, at any time, terminate the Terms with you if:
  - (i) you do not renew the Subscription at the end of the Subscription Period;
  - (ii) you have breached any provision of the Terms or intend to breach any provision;
  - (iii) nTrustus Pty Ltd is required to do so by law;
  - (iv) the provision of the Services to you by nTrustus Pty Ltd is no longer commercially viable in the opinion of nTrustus Pty Ltd.
- (e) Subject to local applicable laws, nTrustus Pty Ltd, reserves the right to discontinue or cancel your Subscription or Account at any time and may suspend or deny, in its sole discretion, your access to all or any portion of the Website or the Services without notice if you breach any provision of the Terms or any applicable law or if your conduct impacts nTrustus Pty Ltd's name or reputation or violates the rights of those of another party.

## 15. Indemnity

You agree to indemnify nTrustus Pty Ltd, its affiliates, employees, agents, contributors, third-party content providers and licensors from and against:

- (a) all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with your content;
- (b) any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so; and/or
- (c) any breach of the Terms.



## 16. Dispute Resolution

### Compulsory

- (a) If a dispute arises out of or relates to the Terms, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought).

### Notice

- (b) A party to the Terms claiming a dispute (**Dispute**) has arisen under the Terms must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute.

### Resolution

- (c) On receipt of that notice (**Notice**) by that other party, the parties to the Terms (**Parties**) must:
- (i) Within 28 days of the Notice, endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree;
  - (ii) If, for any reason whatsoever, 28 days after the date of the Notice, the Dispute has not been resolved, the Parties must either agree upon the selection of a mediator or request that a mediation body appoint an appropriate mediator can be used to assist the parties to come to a mutual agreement through non-judicial means. Here is a list of accredited mediation bodies in Australia - [msb.org.au/msb-member-list](http://msb.org.au/msb-member-list). Common choices include the Australian Mediation Association and the Resolution Institute.;
  - (iii) The Parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the mediation venue and, without limiting the foregoing, undertake to pay any amounts requested by the mediator as a precondition to the mediation commencing. The Parties must each pay their own costs associated with the mediation;
  - (iv) The mediation will be held in Sydney, Australia.

### Confidential

- (d) All communications concerning negotiations made by the Parties arising out of and in connection with this dispute resolution clause are confidential and, to the greatest extent possible, must be treated as "without prejudice" negotiations for applicable laws of evidence.

### Termination of Mediation:

- (e) If two months have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either Party may ask the mediator to terminate the mediation, and the mediator must do so.



## 17. Venue and Jurisdiction

The Services offered by nTrustus Pty Ltd are intended to be viewed by residents of Australia. In the event of any dispute arising out of or in relation to the Website, you agree that the exclusive venue for resolving any dispute shall be in the courts of New South Wales.

## 18. Governing Law

The laws of New South Wales govern the Terms. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and under the laws of New South Wales, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties and their successors and assigns.

## 19. Severance

If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed, and the rest of the Terms shall remain in force.