

Entity Online Terms of Use

Terms and conditions

ES maintains Entity Online for use by independent contractors, independent professionals and its clients. The terms and conditions set out in this document (**Terms**) apply to all users of Entity Online. By using Entity Online, you (the visitor to Entity Online) accept and agree to these Terms. Please ensure that you read these Terms carefully, especially the disclaimers and limitations of liability in clause 7. If you do not accept any part of these Terms, you must immediately cease using Entity Online.

ES may change these Terms at any time. When you log in to Entity Online, you will be notified of any changes to the Terms since your previous login. Your continued use of Entity Online following any notified change to these Terms will be deemed acceptance of those changes.

Interpretation

ES means Entity Solutions Services Pty Ltd (ACN 091 536 364) for engagements in Australia and Entity Solutions (NZ) Ltd (Co 2490922) for engagements in New Zealand.

Entity Online means the ES online portal service located at <https://portal.entitysolutions.com.au/portal>.

1 Use of Entity Online

- 1.1 You are responsible for your use and access (or deemed use and access) of Entity Online by means of your Login Credentials (as defined in paragraph 2.2 below), including entering into electronic agreements with ES and amending your personal and financial details. By using ES, you are also agreeing to the ES Privacy Policy, as set out at <http://www.entitysolutions.com.au/Privacy.aspx>
- 1.2 You must not use Entity Online for any activities that breach any laws or infringe any person's rights. You must not upload to Entity Online any inappropriate or unlawful materials, or information that is misleading or deceptive.
- 1.3 You must not bypass or attempt to bypass any security mechanisms imposed by Entity Online.

2 Your account and authority

- 2.1 ES will provide you and/or each of your authorised user(s) (**Authorised User**) with an initial UserID and password prior to your first use of Entity Online. On your first use of Entity Online, you will be required to change your password. You may also be required to provide answers to certain "security questions".
- 2.2 Your UserID, password and answers to the security questions (collectively **Login Credentials**) will be used by Entity Online's logon system to identify you. You must keep the Login Credentials safe and secure, and must not disclose them to anyone else or allow anyone else to use the Login Credentials.
- 2.3 You must ensure that the password that you choose is a "strong password", commensurate with the nature of Entity Online and the sensitivity of the information stored on it.
- 2.4 You must immediately notify ES if you know or have reasonable grounds to suspect that your Login Credentials have been compromised, lost or obtained or used by another person. ES may take any action including suspending your access to Entity Online at any time without notice if ES suspects or considers that your Login Credentials have been compromised, lost or obtained or used by another person.
- 2.5 You must notify ES in writing, if you need to terminate an Authorised User's access to Entity Online.

2.6 Except for any unauthorised use by ES' own staff members, you are entirely responsible for any access or use of Entity Online by means of your or the Authorised User(s) Login Credentials. In particular any access or use of Entity Online by means of your or your Authorised User(s) Login Credentials is deemed to be an authorised access or use of Entity Online by you (including all changes made to your personal and financial information stored on Entity Online), irrespective of whether or not you in fact accessed or used Entity Online.

2.7 You indemnify ES from and against any liability, damage and expense that ES incurs or suffers as a result of any action, inaction or omission on your part in connection with Entity Online, or from any use or misuse of your Login Credentials, or the misuse (or deemed misuse) of Entity Online by you.

3 **Your information**

3.1 You acknowledge that you have separately provided certain information to ES or ES' clients prior to your first use of Entity Online (**Provided Information**). You warrant that all Provided Information is true, complete and accurate. ES may pre-populate Entity Online with the Provided Information. While ES will use reasonable endeavours to pre-populate the information accurately, ES makes no representation as to the accuracy of the pre-populated information.

3.2 In addition to the Provided Information, Entity Online may store various information relating to you (including your name, address and contact details, superannuation, banking and taxation details) (**Your Information**).

3.3 You must verify all of Your Information, whether pre-populated or not, and must ensure that all of the information is true, complete and accurate. If any part of Your Information is incorrect or incomplete:

- (1) you must complete or correct the information by using the functionality available on Entity Online; or
- (2) if no functionality is available on Entity Online to complete or correct the information, you must promptly notify ES.

3.4 You indemnify ES from and against any liability, damage and expense that ES incurs or suffers as a result of any false, incomplete or inaccurate Information.

4 **Entity Online**

4.1 Entity Online will have such functionality and features as ES determines to provide from time to time. ES may from time to time update or upgrade Entity Online without prior consent or notice to you.

4.2 Certain functionalities of Entity Online may require your computer system to meet certain prerequisites (such as certain browser configuration). The prerequisites may vary from time to time. You are solely responsible for ensuring that your computer system meets all of the applicable prerequisites.

4.3 You may access Entity Online (using your Login Credentials) at any time but ES does not warrant that access to Entity Online will be uninterrupted or available when required. ES may alter, suspend or withdraw the availability of, or any feature on, Entity Online, or your access to it, at any time for any reasonable cause, including for system maintenance, security or performance issues.

5 Security

- 5.1 You acknowledge that the nature of Internet and electronic means of communication are inherently insecure. While ES will use reasonable endeavours to protect the security of Entity Online, ES cannot provide any definitive assurance regarding security of Entity Online or the information stored on Entity Online. To the maximum extent permitted by law, ES will not be liable in any way in relation to any breach of security or unintended loss or disclosure of information due to unauthorised access to Entity Online or its database, or the interception of electronic communication between your computer system and Entity Online.

6 Electronic transactions and formation of contracts

- 6.1 Entity Online may allow you to enter into agreements, give undertakings or make declarations (collectively **Electronic Transactions**) with ES or another person (**Counterparty**).
- 6.2 You agree and consent that the requirement for a signature of a party for the purposes of entering into an Electronic Transaction is taken to have been met if:
- (1) the Counterparty (through Entity Online) displays the proposed terms of the Electronic Transaction and provides you with a mechanism to indicate your assent to the proposed terms (including by means of an "I accept" type button); and
 - (2) you indicate your assent by using the provided mechanism (eg by clicking on the "I accept" button).
- 6.3 You agree and consent that the requirement for a signature of a party for the purposes of varying or extending an Electronic Contract or any other agreement between you and ESS (**Existing Contract**) is taken to have been met if:
- (1) an email is exchanged between ES' authorised email address (noreply@entitysolutions.com.au) and your email address as recorded in Entity Online;
 - (2) the content of the email identifies the relevant Electronic Contract or Existing Contract and the applicable variation or extension; and
 - (3) the content of the email indicates the approval of both ESS and you of the variation or extension.
- 6.4 For the purposes of the *Electronic Transactions Act 1999* (Cth) (and equivalent statutes in the States and Territories) for engagements in Australia and *Electronic Transactions Act* (NZ) for engagements in New Zealand, you agree that the method described in this clause 6 is reliable and appropriate for the purposes of identifying the signing party and to enter into and vary agreements.

7 Disclaimers and liability

- 7.1 ES does not warrant that access to Entity Online will be uninterrupted, or that the services offered on Entity Online will be error-free.
- 7.2 ES goes to reasonable lengths to ensure that the information on Entity Online is complete and up to date. However, ES makes no representation as to the accuracy, currency or completeness of any information or services at Entity Online.
- 7.3 You will exercise and rely solely on your own skill and judgement in your use and interpretation of the information available on Entity Online. You assume the entire risk of relying on this information. This information is supplied to you on the condition that you or any other person receiving this information will make their own determination as to its suitability for any purpose prior to any use of this information.

- 7.4 ES does not warrant that Entity Online or any other websites referred to in Entity Online (**External Sites**), or its server, will be free from viruses or defects.
- 7.5 To the maximum extent permitted by the applicable law, ES excludes all terms, conditions, representations and consumer guarantees, express or implied in relation to Entity Online (or its use or functionalities).
- 7.6 To the maximum extent permitted by law, ES excludes all liability for any loss or damage, including any consequential loss or indirect loss, loss of data, loss of income or loss of profits, arising from or in connection with the access or use of Entity Online or any services available on the Entity Online (including the inability to use Entity Online), whether or not caused by ES' negligence, and whether or not the possibility of loss was known to ES.

8 **Intellectual Property**

- 8.1 Unless otherwise indicated, ES owns or has licence to all intellectual property (including without limitation copyright, trade mark and designs) subsisting in the materials on Entity Online. ES authorises you on a non-exclusive basis to reproduce and download the materials solely for non-commercial personal use in the intended manner. Otherwise, to the extent allowed by law, no part of Entity Online may be reproduced, reused, retransmitted, adapted, published, broadcast or distributed without the prior written permission or separate agreement from ES.
- 8.2 All names, logos and trade marks on Entity Online are the property of their respective owners. Nothing on Entity Online should be interpreted as granting any rights to the commercial use or distribution of any names, logos or trademarks, without the express written agreement of the relevant owners.

9 **Third Party Materials and links to External Sites**

- 9.1 Certain components or features of Entity Online may include materials from third parties (**Third Party Materials**) and/or hyperlinks to External Sites. ES does not sponsor or endorse the Third Party Materials or External Sites. ES is not responsible for the availability, accuracy, legality or decency of material or copyright compliance of any such External Sites or Third Party Materials and will not in any way be liable or responsible for any Third Party Materials or External Sites, including advertising, products or materials on or available from them.

10 **Termination**

- 10.1 ES reserves the right, without notice and in its sole discretion, to discontinue, suspend or terminate any service offered by or through Entity Online as well as Entity Online at any time. All provisions of these Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, disclaimers, indemnities and limitations of liability.
- 10.2 Termination of Entity Online does not affect any Electronic Transactions.

11 **Miscellaneous**

- 11.1 If any provision of these Terms is found to be void, unlawful or unenforceable for any reason, then that portion of the provision which creates the invalidity, unlawfulness or unenforceability will be severable from these Terms and will not otherwise affect the validity and enforceability of any remaining provisions.
- 11.2 These Terms are governed by and construed in accordance with the laws of Victoria, Australia. The parties submit to the exclusive jurisdiction of the courts of Victoria, Australia.