

## NTI Limited – Platform Terms of Use

These terms of use (including its Schedules) form the contract (**Contract**) between you and us in relation to our provision of and your use of the Platform.

### ACCEPTANCE OF CONTRACT

By clicking 'I accept', 'I agree' or other similar wording, or otherwise continuing to use the Platform after these terms are provided to you:

- (a) you warrant and represent that you are authorised to enter into this Contract for and on behalf of the entity for which you work; and
- (b) for and on behalf of that entity, you acknowledge that you have read, understood and agree to be bound by this Contract.

If you do not agree to this Contract, then you (and the entity for which you work) must immediately cease using the Platform.

### YOU SHOULD BE AWARE OF SEVERAL KEY TERMS

This summary is designed to assist you by disclosing certain terms that may affect you. However, it is not a substitute for reading and understanding the Contract, and it is not intended to substitute, expand or amend the Contract. Please contact us if you have any questions.

#### Limitation of our liability

Our liability to you is limited under this Contract and our liability for certain types of Loss is excluded. These limitations and exclusions of liability generally apply to any Loss suffered by you in connection with your use of the Platform or matters that are outside our reasonable control, except where the Australian Consumer Law prohibits limitations and exclusions of liability.

In particular, we make no guarantee as to the reliability or other performance of the Platform. The Platform may not be available for use from time to time for reasons including network connection difficulties. We also do not guarantee that the information you or your Authorised Users obtain through the Platform is or will be current, complete or accurate at all times. We are not responsible for any Loss you or your Authorised Users incur as a result of your or an Authorised User's failure to make your own enquiries as to the accuracy of the information.

#### Your responsibilities

Among your other obligations under the Contract, you will be responsible and liable for: (a) use of the Platform by any Authorised User, and any other person who has access to your login details and password; (b) internet access, data download and other network charges arising from your and any Authorised User's use of the Platform; (c) the operation, maintenance and security of your and any Authorised User's Compatible Device; and (d) any breach of the Contract by Authorised Users generally. You will be responsible for any Loss caused or contributed to by your or your Authorised Users' failure to provide accurate and up to date data to us or the Platform.

#### Rolling Subscription

Unless your Subscription is cancelled before the end of the Trial Period or you have not provided us a Payment Method by then, your Subscription will automatically continue on a paid subscription basis in accordance with your chosen Subscription Plan following the Trial Period and we will charge the Subscription Fees to your Payment Method at the end of the Trial Period.

#### Suspension and cancellation of Subscription

We reserve our right to suspend or cancel your Subscription or access to the Platform under a number of circumstances, including if: (a) we are unable to charge your Payment method successfully; (b) we plan to cease offering the Platform in the manner contemplated by this

Contract or cease offering the Subscription Plan you have chosen; or (c) you breach the terms of this Contract.

### Additional Fees and Insurance Premiums

You may be liable to pay Additional Fees if you choose to purchase any Additional Items and/or Insurance Premiums if you choose to purchase Insurance via the Platform, and these will be notified to you at the time of purchase.

### Privacy

We may collect and disclose your personal information in accordance with our Privacy Policy (which is available at [www.nti.com.au](http://www.nti.com.au)), including to third parties we have contracted with to provide financial services, products or administrative services.

### 1. Interpretation

1.1 Capitalised terms used in this Contract are defined in clause 21 or in the context in which they appear.

### 2. Intellectual property and licence

2.1 We (or our licensors) own and will continue to own all intellectual property in the Platform (including improvements to that intellectual property). Any third party software provided by us is provided subject to the licensing terms of the relevant third party licensor.

2.2 We grant you a non-exclusive, non-transferable licence to allow the number of Authorised Users permitted by your chosen Subscription Plan to use the Platform on their Compatible Devices for your business purposes, in accordance with this Contract and your chosen Subscription Plan, for the duration of your Subscription.

2.3 You must not, without first obtaining our written permission:

- (a) provide any part of the Platform or copies of it to any person other than an Authorised User; or
- (b) otherwise facilitate, authorise or permit access to or use of the Platform by any person other than an Authorised User.

2.4 You must ensure that each Authorised User complies with this Contract and does not act, or fail to act, in any way which would cause you to breach this Contract, or which would breach this contract if you had committed the act or failure. You are responsible and liable for each Authorised User's access and use of the Platform, and any login details and passwords used to access the Platform, as if that access and use was by you.

### 3. Commencement and duration

3.1 Your Subscription commences on the Start Date and continues until it is cancelled.

3.2 Subject to clause 15.4, you may only use the Platform while you have an active Subscription, and not during any period in which your use of the Platform has been suspended under the Contract.

### 4. Subscription Plan

4.1 There may be different Subscription Plans available to you from time to time, which offer different features and have different limitations. For example, some Subscription Plans may permit access to and use of the Platform by higher numbers of Authorised Users than others, or may allow access to aspects of the Platform that others do not. Subscription Plans may also set a cap on the number of Compatible Devices that may access the Platform from time to time (or at any one time).

4.2 You will only be able to use the features of the Platform that are available as part of your chosen Subscription Plan, and your use of the Platform will be subject to any limitations that are part of your chosen Subscription Plan.

4.3 Different Subscription Fees will apply to different Subscription Plans.

- 4.4 Information about the features, limitations and Subscription Fees of each Subscription Plan is set out on our Website, as changed from time to time in accordance with clause 10.
- 4.5 We may, from time to time, make promotional offers (**Promotional Offer**). Whether you are eligible to take up a Promotional Offer may depend on eligibility criteria we publish in connection with the Promotional Offer. We will act reasonably in assessing whether you meet the published eligibility criteria, but will not be liable if, despite reasonable efforts, our assessment of your eligibility is incorrect. We may withdraw your further access to any Promotional Offer if we determine, acting reasonably, that you do not meet its eligibility criteria, and will provide written notice of this if you have already taken up the Promotional Offer.
- 4.6 You may change your Subscription Plan at any time, with effect on and from the day following the next Due Date, by choosing an alternative Subscription Plan through the Platform. If you change your Subscription Plan, we will commence charging your Payment Method the Subscription Fees for the new Subscription Plan on and from your next Due Date in accordance with clause 5.2.
- 5. Use of the Platform**
- 5.1 In order to use the Platform, you must have a Compatible Device and, to continue using the Platform after the Trial Period, you must provide us with your Payment Method and pay the applicable Subscription Fees and Additional Fees (if applicable) for your first billing period.
- 5.2 If you have a Broker, you may wish to provide your Broker with access to view the Platform (and the details and data you are able to view within it) on your behalf (**Broker Access**). To provide Broker Access you must, through the Platform, select this option and provide details of your Broker and the individuals who work for your Broker (**Broker Personnel**) whom you wish to have Broker Access, along with such other details as we require, and confirm these details in the manner required by the Platform. Following completion of these steps, we will verify whether we are able to provide Broker Access to the relevant Broker Personnel using the details you have provided and, if so, we will provide details to the Broker Personnel of how to establish Broker Access to the Platform, along with any terms applicable to such Broker Access (**Broker Terms**). We may decline to provide Broker Access to a Broker and/or Broker Personnel if either the Broker or the relevant Broker Personnel do not agree to the Broker Terms.
- 5.3 We will notify you accordingly if:
- (a) Broker Access to the Platform is established using the details of Broker Personnel you have nominated under clause 5.2; or
  - (b) we are not able to provide Broker Access to any relevant Broker Personnel using the details you have provided (including for example because the details are incomplete or do not reflect the business contact details of a Broker of which we are aware).
- 5.4 If Broker Access to the Platform is established under clause 5.2, you may remove Broker Access (or Broker Access using the details of any Broker Personnel you have nominated only) by following the prompts in the Platform.
- 6. Payment**
- 6.1 You authorise us to charge the Subscription Fees for each billing period to your Payment Method on the day before the relevant billing period commences (the **Due Date**), unless you cancel your Subscription before the Due Date.
- 6.2 You acknowledge that your Due Date may not always be the same day of the month (for example, if a payment has failed, if your Subscription is suspended or if the Due Date would otherwise fall on a day that is not contained in that month).
- 6.3 The amount of the Subscription Fees will depend on your chosen Subscription Plan.
- 6.4 If a payment is not made on the relevant Due Date (including because of an error in the details you gave us, credit or debit card expiry, insufficient funds, declined transaction, fraud or otherwise) and you did not cancel your Subscription before that Due Date, we may suspend your use and your Authorised Users' use of the Platform from the end of the Due Date until we have successfully charged a valid Payment Method for the applicable Subscription Fees and Additional Fees (if applicable). We reserve the right to cancel your Subscription if we are unable to charge your Payment Method successfully on two attempts in a row.
- 6.5 For certain Payment Methods, you acknowledge that you may be charged additional fees by your bank or card issuer in connection with the processing of your payment and you agree to pay those fees.
- 7. Compatible Devices**
- 7.1 We may, on reasonable notice, change the requirements for Compatible Devices from time to time, including to help ensure our latest security and other updates operate as intended. In some cases, whether a device is or remains a Compatible Device may depend on the device manufacturer or other third parties.
- 8. Cancellation**
- 8.1 You may cancel your Subscription at any time, and any cancellation takes effect from the end of the next Due Date.
- 8.2 We may also cancel your Subscription, by providing at least 90 days' notice, either to the latest email address you have provided us, or by posting a notice in the Platform, if we plan to cease offering the Platform in the manner contemplated by this Contract, or cease offering the Subscription Plan you have chosen. If we cease offering the Subscription Plan you have chosen, we will use best efforts to offer you a reasonably similar or equivalent plan.
- 8.3 To the maximum extent permitted by law and subject to clauses 16.2 and 16.4, all payments processed in accordance with this Contract are non-refundable and you are not entitled to a refund or credit for any part of a billing period during which you do not use the Platform.
- 9. Trial Period**
- 9.1 Your Subscription may start with a Trial Period, during which no Subscription Fees are payable to use the Platform. The duration of the Trial Period will be specified by us on the Start Date.
- 9.2 Unless your Subscription is cancelled before the end of the Trial Period or you have not provided us a Payment Method by then, your Subscription will automatically continue on a paid subscription basis in accordance with your chosen Subscription Plan following the Trial Period and we will charge the Subscription Fees to your Payment Method at the end of the Trial Period.
- 9.3 Trial Periods may also have their own features and limitations that are independent of your chosen Subscription Plan and, if so, these are set out on our Website. During a Trial Period, you will only be able to use the features of the Platform that are available as part of that Trial Period, and your use of the Platform will be subject to any limitations that are part of that Trial Period.
- 10. Changes to Subscription Fees and Subscription Plans**
- 10.1 Subject to clause 10.2, we may change the Subscription Fees and/or the Subscription Plans available to you at any time by posting updated details on our Website.
- 10.2 We may only make changes to your current Subscription Plan and Subscription Fees by giving you at least 90 days' written notice for current Subscription Plan and Fees to you using the contact details which you have provided.

- 10.3 If you do not agree to a change to your chosen Subscription Plan or the applicable Subscription Fees, you **must** cancel your Subscription before the update or change takes effect.

## 11. Insurance

- 11.1 You acknowledge that:
- (a) this Contract is not a contract of Insurance; and
  - (b) the Platform is not Insurance and does not constitute the issue by us, or the acquisition by you, of any financial product.
- 11.2 You may use the Platform to obtain a quote for and purchase Insurance. Applications for quotes and to purchase Insurance are subject to eligibility criteria and our discretion.
- 11.3 For the purposes of this Contract, **Insurance** means insurance products provided by National Transport Insurance, a joint venture of the insurers CGU Australia Pty Ltd trading as CGU Insurance ABN 62 004 478 960 AFSL 700014 and AAI Limited Trading as Vero Insurance ABN 48 005 297 807 AFSL 230859 each holding a 50% share. National Transport Insurance is administered on behalf of the insurers by us.
- 11.4 Unless expressly stated otherwise, no Insurance or additional goods and services or any information on the Platform purports to provide you with financial product advice. Any other information available on the Platform does not take into consideration your personal circumstances or specific insurance, goods or services needs. You should always read the terms and conditions (including, where applicable, the Policy Wording) for any Insurance product you are interested in and consider whether you require independent advice before acting upon any of the Platform's content.
- 11.5 The Insurance Terms and Conditions apply to any Insurance purchased through the Platform, and any request for a quote in respect of that Insurance.
- 11.6 If you purchase (or seek a quote for) any Insurance through the Platform, you agree to comply (and ensure that your Authorised Users will comply) with the Insurance Terms and Conditions.
- 11.7 You acknowledge and agree that:
- (a) Insurance Premiums are a separate and additional charge to the Subscription Fees and are payable in accordance with the Insurance Terms and Conditions; and
  - (b) the period of Insurance will commence and expire in accordance with the Insurance Terms and Conditions and is separate to your Subscription period under this Contract.
- 11.8 You must not, and must ensure that your Personnel do not, charge, or purport to charge, any third party (including but not limited to your customers) in respect of any Insurance purchased through the Platform or the cover which it provides.
- 11.9 You must not, and must ensure that your Personnel do not, make any representations (expressly or impliedly) to the effect that, or otherwise hold out that, any third party (including but not limited to your customers) is a party to, a beneficiary of, or has otherwise acquired any Insurance purchased through the Platform or the cover which it provides.
- 11.10 You acknowledge and agree that you may only make representations in relation to any Insurance purchased through the Platform or the cover which it provides (including but not limited to the content of your website, customer communications and call centre scripts) if we have provided our prior written consent.
- 11.11 You must not, and must ensure that your Personnel do not, change the content or appearance of any materials approved by us in accordance with clause 11.10 without our prior written consent.
- 11.12 If you purchase Insurance, we may allow you to temporarily suspend that Insurance for a period (a **Cover Pause**). To apply for a Cover Pause (where available) you must, through the Platform, take the steps required by the Insurance Terms and

Conditions, including selecting this option, providing details of the relevant period of suspension and such other details as we require, and confirming these details in the manner required by the Platform. Once you have completed these steps:

- (a) if we accept the Cover Pause, we will send you a revised version of your Insurance Terms and Conditions specifying the Cover Pause including the dates and times at which it takes effect; or
- (b) if we do not accept the Cover Pause, we will notify you accordingly.

If accepted, Cover Pauses will be subject to the Insurance Terms and Conditions. You may still access and use the Platform during an Cover Pause (and your Subscription Plan and any Subscription Fees will continue to apply and be payable during this period). You can at any time change Your subscription plan level. Please refer to the Insurance Terms and Conditions for further details of your rights and obligations in relation to Cover Pauses.

- 11.13 If you purchase Insurance, we may allow you to apply for certain types of shipments (each an **Unprotected Shipment**) to not be covered by that Insurance. To apply for Unprotected Shipments (where available) you must, through the Platform, take the steps required by the Insurance Terms and Conditions, including selecting this option, providing the details we require of the proposed Unprotected Shipments, and confirming these details in the manner required by the Platform. Once you have completed these steps:

- (a) if we accept the Unprotected Shipments, we notify you via the Platform and will send you a revised version of your Insurance Terms and Conditions specifying the Unprotected Shipments; or
- (b) if we do not accept the Unprotected Shipments, we will notify you accordingly.

If accepted, Unprotected Shipments will be subject to the Insurance Terms and Conditions – please refer to the Insurance Terms and Conditions for further details of your rights and obligations in relation to Unprotected Shipments. We may also propose reasonable limits on the types of shipments that can be nominated as Unprotected Shipments, by posting details in the relevant section of the Platform.

## 12. Additional goods and services

- 12.1 We may offer additional goods and services, other than Insurance, for purchase on the Platform from time to time (each an **Additional Item**).
- 12.2 If you choose to purchase an Additional Item, further terms (**Additional Terms**) and Additional Fees may apply in relation to that Additional Item. You will be notified of the Additional Fees and Additional Terms associated with the purchase of Additional Items through the Platform.
- 12.3 If you purchase any Additional Item you agree:
- (a) to comply (and ensure that your Authorised Users will comply) with any applicable Additional Terms in relation to the Additional Item; and
  - (b) to pay the applicable Additional Fees, which we may charge to your Payment Method:
    - (i) at the time of the purchase for any initial or one-off Additional Fee; and
    - (ii) on each Due Date for any ongoing Additional Fees until your Subscription is cancelled (or you cancel the Additional Item in a manner permitted by the Additional Terms, if any).

## 13. Taxes

- 13.1 Unless otherwise stated, all fees are exclusive of GST. If any GST is payable on a supply we make under or in connection with this Contract, you must pay to us an additional amount equal to the GST payable on that supply (**GST Amount**) and we will issue a tax invoice to you if required to do so by the relevant GST Law. The

GST Amount must be paid to us without set off, deduction or requirement for demand, at the same time as the GST-exclusive consideration is payable.

13.2 All payments made pursuant to this Contract must be made net of taxes, including withholding taxes.

13.3 Except for GST covered under clause 13.1, and our income tax, you are responsible for all taxes associated with fees related to this Contract. If we are required to pay any taxes (except for GST covered under clause 13.1 and our income tax), you will reimburse us for an amount equal to such taxes and will indemnify us for any taxes and related costs paid or payable by us attributable to those taxes.

#### **14. Your responsibilities**

14.1 You must not use (and must ensure that your Authorised Users do not use) the Platform for any unlawful purpose or otherwise in contravention of the requirements of any of our licensors. Such requirements may be notified to you by us from time to time, including through the Platform or by posting notices on our Website. In addition, you must not (and must ensure that your Authorised Users **do not**) circumvent, remove, bypass, disable or otherwise defeat any of the controls we put in place to control the use of the Platform (or attempt to do any of the foregoing).

14.2 You are responsible for keeping all information you and your Authorised Users provide to us up to date, and for keeping the secrecy of all log in details and passwords you and your Authorised Users use to manage your Subscription. You must also comply with the other obligations set out in Schedule 1 in relation to the use of the Platform, and ensure that each of your Authorised Users who use the Platform also comply with these obligations.

14.3 You acknowledge and agree that you and your Authorised Users will use the Platform for your own internal business purposes only, and that you will not use the Platform for any other purpose (including to provide the Platform or any goods or services offered by way of the Platform to third parties) without first obtaining our written permission.

14.4 We may temporarily suspend your use and your Authorised Users' use of the Platform or cancel your Subscription if you or an Authorised User breach the terms of this Contract, or to stop or prevent identity theft or other unlawful activities. If the end of your billing period for your Subscription falls during a period of suspension under this clause 14.4, we will delay the commencement of your next billing period for your Subscription until the date we end that suspension.

#### **15. Termination**

15.1 This Contract terminates at the time the cancellation of your Subscription becomes effective.

15.2 If this Contract is terminated, then:

- (a) your licence under clause 2.2 ceases; and
- (b) you must immediately cease (and ensure your Authorised Users cease) using the Platform,

except that we may continue to provide you limited access to the Platform under clause 15.4 and, if so, your Authorised Users may continue to use the Platform in accordance with clauses 15.4 to 15.6 for the further period that we continue to provide such access. Alternatively, you may request and obtain a copy of your policy and claims data stored on the Platform. Such a request must be made within one year of the date your Authorised Users cease to have access to the Platform, and we shall provide the policy and claims data in a commonly used machine readable format within a reasonable period of time.

15.3 The rights and obligations in clauses 2.1, 13, 14, 15, 16 and 19, and any other rights and obligations which are expressed to, or by their nature are intended to, survive termination of this Contract, will survive the termination of this Contract.

15.4 Subject to clause 15.5, if you have purchased Insurance through the Platform, we will continue to provide your Authorised Users access to the Platform after the end of your active Subscription or termination of this Contract, but only to the extent required to make claims under the Insurance Terms & Conditions or view details of the Insurance you have purchased.

15.5 If we provide you with other means of:

- (a) making claims under the Insurance Terms & Conditions; or
- (b) viewing details of the Insurance you have purchased, then we may elect to cease providing you access to the Platform for that purpose under clause 15.4, at any time after we make those other means available.

15.6 The terms of this Contract will continue to apply to any access to the Platform we provide under clause 15.4, except that:

- (a) your access to the Platform and its features will be as set out in clause 15.4; and
- (b) the number of Authorised Users who may access the Platform (and the number of Compatible Devices that may be used to access the Platform) will be as permitted by your immediately previous active Subscription.

#### **16. Liability**

16.1 **Limitation and exclusion** – To the maximum extent permitted by law and subject to clauses 16.2 and 16.4, we:

- (a) exclude all liability for: (i) loss of all actual or anticipated profit, revenue, capital, goodwill, savings, data, customers, use and benefits; (ii) downtime costs, loss of or damage to reputation, Losses under or in relation to any other contract and Losses suffered or incurred by any third party; (iii) all indirect, special, exemplary or punitive or consequential Losses; and (iv) any other Loss that does not arise naturally (that is according to the usual course of things) from an event giving rise to the Loss;
- (b) limit our liability to (at our option): (i) in relation to goods, repairing or replacing the goods or paying the cost of having the goods repaired or replaced; and (ii) in relation to services, re-supplying the services or paying the cost of having the services re-supplied; and
- (c) limit our total cumulative liability to you for all Losses sustained or incurred in any month to the amount of the Subscription Fees and Additional Fees (if applicable) paid by you in respect of that month.

16.2 **Australian Consumer Law** – If you acquire as a Consumer:

- (a) goods or services of a kind ordinarily acquired for personal, domestic or household use or consumption, the operation of the Consumer Guarantees cannot be, and are not in this Contract, excluded, restricted or modified; and
- (b) other goods and services, we limit our liability for a failure to comply with any Consumer Guarantee (other than: (i) a Consumer Guarantee as to title, encumbrances or undisturbed possession of goods conferred by the Australian Consumer Law; or (ii) where to do so would otherwise cause all or part of this clause to be void) as described in clause 16.1(b) only, and we do not exclude or limit the operation of the Consumer Guarantees under any other provision of this Contract or in any other manner and the parties agree it is fair and reasonable in all the circumstances for our liability to be so limited.

16.3 **Implied terms** – To the extent permitted by law and subject to clause 16.2 and 16.4, all conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied by statute, custom or the common law are excluded from this Contract.

16.4 **Exceptions** – Clauses 16.1 to 16.3 do not apply to any Insurance you purchase through the Platform, which is subject to the Insurance Terms and Conditions referenced in clause 11. In addition, certain jurisdictions, including jurisdictions in the European Union, do not allow the exclusion of implied warranties or limitations or exclusions of liability for certain types of Losses. If the laws of those jurisdictions apply to you, some or all of the above exclusions, limitation or disclaimers may not apply to you and you may have additional rights.

## 17. Third party services

- 17.1 We may use APIs from time to time to connect the Platform to third party websites and services, for the purpose of improving our services and offering Additional Items.
- 17.2 You acknowledge and agree that if a third party website or service is altered, this may affect the operation of the API and the availability through the Platform of relevant Additional Items or other services provided by a third party.
- 17.3 Subject to clause 16.2, we do not guarantee, and accept no liability for, the continued availability or operation of Additional Items or other services provided by a third party.

## 18. Data provided by you and third parties

- 18.1 Subject to clause 18.4, you must ensure that all data you provide to us or the Platform is accurate, and must ensure data provided by your Authorised Users to us or the Platform is accurate. You must take reasonable steps to update such data when required and to ensure that it remains accurate at all times. You will be responsible for any Loss caused or contributed to by you or your Authorised Users' failure to provide accurate and up to date data.
- 18.2 We may use data obtained from third party sources from time to time on the Platform for the purpose of improving our services and offering Additional Items.
- 18.3 Subject to clause 16.2, we do not guarantee the accuracy of, and accept no liability in respect of, the use of or reliance on any data used by the Platform that is provided by you or a third party.
- 18.4 Clause 18.1 does not apply to data provided in relation to Insurance you purchase through the Platform or quotes (please see the Insurance Terms and Conditions for information on your duties when providing data and other information to us in relation to applications for Insurance and claims).
- 18.5 We will maintain appropriate information security controls in compliance with applicable laws to protect your data from unauthorised access or use and we will take all reasonably necessary steps to rectify any information security issue in a timely manner.

## 19. Dispute Resolution

- 19.1 If you or any of your Authorised Users have any issue in relation to the Contract or the Platform (**Dispute**), you agree to notify us in writing and not start (and ensure that your Authorised Users do not start) court or tribunal proceedings (except proceedings seeking interlocutory relief) except in accordance with this clause 19.
- 19.2 If we are unable to resolve your Dispute within [30] days (or such longer period as agreed between the parties) of receiving your notice under clause 19.1 the parties must endeavour to resolve the Dispute through mediation in accordance with the mediation rules of the Resolution Institute (ABN 69 008 651 232). The mediation must be conducted by a mediator who is independent and appointed by agreement of the parties or, failing agreement within seven days of the expiry of the [30] day period referred to above in this clause 19.2, by a person appointed by the chair of the Resolution Institute or the chair's designated representative.
- 19.3 If the Dispute is not resolved within [30] days (or such longer period as agreed between the parties) after the appointment of the mediator under clause 19.2, then either party may seek any relief it considers appropriate in a court of competent jurisdiction.
- 19.4 If you elect to continue your access to the Platform, you must continue to pay any applicable Subscription Fees or Additional Fees under this Contract pending the resolution of a Dispute. Otherwise, you may cancel your Subscription in accordance with clause 8.
- 19.5 This clause 19 does not apply to complaints or disputes in relation to Insurance you purchase through or quotes you obtain from the Platform (please see the Insurance Terms and Conditions for information on resolving Insurance complaints and disputes).

## 20. General

- 20.1 **Notices** – We may provide you a notice under this Contract by email to the latest email address you have provided us, by posting the notice in the Platform or by posting the notice on our Website.
- 20.2 **Force majeure** – Neither party will be liable to the other for any failure to fulfil, or delay in fulfilling, its obligations caused by circumstances outside of its reasonable control (**Force Majeure**). However, this clause 20.2 does not apply to any of your obligations to pay money under this Contract.
- 20.3 **Privacy** – All personal data and personal information you and your Authorised Users provide to us in connection with your use of the Platform is governed by our Privacy Policy which is available at [www.nti.com.au](http://www.nti.com.au).
- 20.4 **Governing law** – This Contract will be governed by and interpreted in accordance with the laws of New South Wales.
- 20.5 **Our relationship** – We enter into this Contract as an independent contractor. Nothing in this Contract deems either party to be an employee, partner, agent, joint venturer or representative of the other.
- 20.6 **Publicity** – We may publicise our relationship with you with your consent. If you wish to do the same, you must obtain our prior written consent before doing so.
- 20.7 **Entire agreement** – Neither party has relied on any previous arrangements, agreements, pre-contractual representations, understandings or statements (whether verbal, in writing, or in some other format) in entering into this Contract. This Contract constitutes the entire agreement between the parties on its subject matter and supersedes any other correspondence, agreements or understandings between the parties in connection with the subject matter of this Contract. This clause 20.7 does not apply to any Insurance which you purchase through, or quotes you obtain from, the Platform (please see the Insurance Terms and Conditions for information on duties that apply when entering into a contract of insurance).
- 20.8 **Waiver** – We do not waive a right, power or remedy in connection with this Contract if we fail to exercise or delay in exercising the right, power or remedy.
- 20.9 **Severability** – If any term (or part of a term) of this Contract is deemed invalid, void or unenforceable for any reason, then that term (or part of a term) will be deemed severable and will not affect the validity and enforceability of any remaining terms.
- 20.10 **Contact** – You may update your Payment Method details, cancel your Subscription, change your Subscription Plan and/or obtain information about the amount of the Subscription Fees and Additional Fees (if applicable), your next payment Due Date and the duration of your Trial Period by using the Platform.
- 20.11 **Changes** – We may, from time to time, change these terms of use to address changes to functionality of the Platform, new Subscription Plans or to comply with applicable laws. We will notify you under clause 20.1 at least **90 days** before such changes apply to you. If you do not agree with the changes, you may cancel your Subscription in accordance with clause 8. Otherwise, the changes to these terms of use will take effect and form part of the Contract on the date we specify in the notice (or, if later or no date is specified, 90 days after we provide notice of the change under clause 20.1).

### Definitions and interpretation

**Defined terms** – In this Contract, except where the context requires otherwise:

**Additional Items** has the meaning given in clause 12.1.

**Additional Fees** means the fees payable for Additional Items (other than Insurance) which you purchase through the Platform.

**Additional Terms** has the meaning given in clause 12.2.

**API** means application programming interface.

**Australian Consumer Law** has the meaning given to that term in section 4 of the *Competition and Consumer Act 2010* (Cth).

**Authorised User** means a member of your Personnel who you authorise to access the Platform, and who has registered with us (or otherwise obtained from us) their own unique login details and password which they can use to access the Platform.

**Broker** means an insurance broker who arranges contracts of insurance on your behalf.

**Compatible Device** means a personal computer, tablet, smartphone or other device that meets the system and compatibility requirements that we establish from time to time, and has a stable internet connection with sufficient available bandwidth.

**Consumer** has the meaning given to that term in section 3 of the Australian Consumer Law.

**Consumer Guarantees** means the statutory guarantees conferred in relation to the supply of goods or services to a Consumer under the Australian Consumer Law and other similar legislation of Australian states and territories.

**Contract** has the meaning given in the opening paragraph of this document.

21.2

**Due Date** has the meaning given in clause 6.1.

**GST** has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and is extended to include goods and services tax, value-added tax and/or any other similar tax payable in any other jurisdiction.

**GST Law** has the meaning given to the term "GST law" in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and is extended to include similar laws regarding the imposition of GST applicable in any other jurisdiction.

**Insurance** has the meaning given in clause 11.3.

**Insurance Premium** means the amount payable for the Insurance you purchase in accordance with the Insurance Terms and Conditions.

**Insurance Terms and Conditions** means the terms and conditions (including, where applicable, the Policy Schedule, Policy Wording and NTI Platform) applying to any Insurance purchased through the Platform.

**Loss** means any liabilities, losses, damages, costs and expenses (including legal costs and expenses, regardless of whether incurred or awarded) arising in contract, tort (including negligence) or otherwise.

**Payment Method** means a valid method of payment that is accepted by us at the relevant time, as may be updated by us from time to time, and which may include payment processing by a third party.

**Policy Wording** means the relevant Policy Wording applying to any Insurance purchased through the Platform, and any request for a quote in respect of that Insurance, as available from time to time on NTI's Website.

**Personnel** means your directors, officers and employees, and any individuals who are engaged by you as contractors but who work within your business on a full-time or part-time basis.

**Platform** means NTI Limited's online platform known as [insert name], accessible at [insert web address] and includes any mobile or desktop application on which [insert platform name] can be accessed.

**Start Date** means the date on which we confirm to you (whether through the Website, the Platform or a notice under clause 20.1) that you have commenced (or will commence):

- (a) a Trial Period in respect of the Platform; or
  - (b) a Subscription Plan in respect of the Platform,
- whichever is the earlier.

**Subscription** means the Trial Period and any further period for which you have paid the applicable Subscription Fees to use the Platform.

**Subscription Fees** means the fees payable for your chosen Subscription Plan as set out on our Website and as changed from

time to time in accordance with clause 10. For the avoidance of doubt, Insurance Premiums and Additional Fees do not form part of the Subscription Fees.

**Subscription Plan** means the plan you have selected in relation to access to the Platform, including each of its features and limitations, as set out on our Website and as changed from time to time in accordance with clause 10.

**Trial Period** means a period during which we have offered you the use of the Platform free of charge if you accept the terms of our offer.

**Website** means the NTI Limited website accessible at

[www.nti.com.au](http://www.nti.com.au)

**we, us, our** and **NTI** means NTI Limited ABN 84 000 746 109 AFSL 237246.

**you** and **your** refers to the entity entering this Contract with us, as described in the section headed 'Acceptance of Contract' (except that, in that section, **you** refers to the individual accepting these terms on that entity's behalf).

**Interpretation** – In this Contract, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to A\$, \$A, dollar or \$ is to Australian currency;
- (d) a reference to time is to Sydney, NSW time; and
- (e) the meaning of general words is not limited by specific examples introduced 'by including', 'for example' or similar expressions.

## Schedule 1 – Use of the Platform

---

### 1. Use of the Platform

- 1.1 In order to use the Platform, you must provide your own internet access. You are responsible for all internet access, data download and other network charges arising from your and any Authorised User's use of the Platform and you acknowledge and agree that we have no responsibility or liability for those charges.
- 1.2 You are responsible for the operation, maintenance and security of your and any Authorised User's Compatible Device and for ensuring the Platform is accessible from your and your Authorised Users' Compatible Devices.
- 1.3 You and your Authorised Users must use login details and a password to access the Platform. You must (and ensure that any proposed Authorised Users) obtain (or register) those login details and password as required by us and use them in the manner we direct from time to time in order to access the Platform. We may decline to provide any proposed Authorised User login details or a password or to permit any proposed Authorised User to register login details or a password for the Platform in our sole discretion if we consider, acting reasonably, that the Authorised User poses a security risk or is not in compliance with your obligations under the Contract. We may also limit the number of login details you may use in accordance with the Subscription Plan you have selected.
- 1.4 You must keep your login details and password (and you must ensure that your Authorised Users keep their login details and password) for the Platform confidential, and not disclose them to any person, or authorise or permit any other person to use the Platform using your (or any Authorised User's) login details or password. If you or an Authorised User breach your obligations under this paragraph and another person uses your or any Authorised User's login details or password for the Platform, you are responsible and liable for the use that person makes of the Platform with your or any Authorised User's login details or password, as if that use of the Platform was by you.
- 1.5 You must as soon as reasonably possible notify us by email to [insert] if:
- (a) there is any change to any of the contact or other details you register with us; or
  - (b) you have reason to believe that another person is aware of your or any Authorised User's login details and password for the Platform,
- and you will be liable for any Loss to the extent it is caused by any failure or delay by you or any Authorised User to do so.
- 1.6 We are under no obligation to monitor any transmissions made or content submitted or (where applicable) published using the Platform. However, we have the right to monitor, edit, disclose, delete and (where applicable) refuse to transmit or post any such transmissions and content, including to address security risks or other circumstances which may result in liability for us or our customers.
- 1.7 Without limiting clause 2.4 of the Contract, you must ensure that your Authorised Users who use the Platform comply with this Schedule 1. You will be liable for any Loss to the extent it is caused by any non-compliance by an Authorised User.
- 1.8 You must not (and must not attempt to) and must ensure that your Authorised Users do not (and do not attempt to):
- (a) except as permitted by the Contract, use or copy any part of the Platform;
  - (b) distribute, translate, modify or tamper with, any part of the Platform;
  - (c) create derivative works of or from any part of the Platform;
  - (d) sell, rent, lease, sub-license, assign, exchange or otherwise transfer your rights under this Contract or in relation to the Platform; or
  - (e) permit or assist any person to engage in any act described in paragraphs (a) to (d) above.

### 2. Performance of the Platform

- 2.1 We will use reasonable endeavours to generally make the Platform available during our normal business hours. However, the availability of the Platform depends on various third party suppliers of both you and us, and accordingly, we do not warrant or guarantee that:
- (a) you or your Authorised Users will be able to use the Platform at any particular times; or
  - (b) your or any Authorised User's use of the Platform will be continuous, uninterrupted, secure or error-free.
- 2.2 You acknowledge and agree that the Platform may not be available for use from time to time, and that you or your Authorised Users may be disconnected from use of the Platform at any time for any reason, including if:
- (a) any network connection difficulties occur;
  - (b) the systems providing those services are unavailable for any reason (including so that maintenance can be performed); or
  - (c) we exercise our rights under the Contract to cancel or suspend your access to the Platform.
- 2.3 We make no guarantee as to the reliability or other performance of the Platform. The performance of the Platform depends on various factors, including the functions, capacity and configuration of Compatible Devices used to access the Platform, the speed of relevant internet connections, and the number of users accessing the systems which support the Platform.
- 2.4 The information available through the Platform is subject to updates from time to time and, while we aim to ensure that it is up-to-date, there may be delays, errors or omissions that could affect its currency or accuracy. Accordingly, we cannot and do not warrant or guarantee that the information you or your Authorised Users obtain through the Platform is or will be current, complete or accurate at all times. You acknowledge and agree that you will make your own (and ensure that your Authorised Users make their own) enquiries to determine whether the information you and your Authorised Users obtain through the Platform is current, complete and



accurate before using it. Subject to clause 16.2 of the Contract, we are not responsible for any Loss you or your Authorised Users suffer or incur as a result of your or an Authorised User's failure to comply with this paragraph.

### **3. Your obligations**

3.1 You must not use (or attempt to use) and must ensure that your Authorised Users do not use (and do not attempt to use) the Platform:

- (a) for any unlawful or dishonest activity, or any activity prohibited by the Contract;
- (b) to access, transmit, publish or communicate material which:
  - (i) is false, inaccurate, defamatory, offensive, inflammatory, obscene, unsuitable for minors, abusive, indecent, threatening, or otherwise unlawful;
  - (ii) is xenophobic, racist, abusive, harassing or hateful;
  - (iii) is invasive of a person's privacy or constitutes personal abuse directed at other users;
  - (iv) constitutes commercial advertising or the promotion of gambling;
  - (v) contains a virus or other harmful code;
  - (vi) infringes a person's copyright or other rights; or
  - (vii) contains links to other sites that contain or promote the material identified in paragraphs (i) to (vi);
- (c) to obtain unauthorised access to, or damage, disrupt or interfere with the operation of any computer, system, application, network or service;
- (d) to transmit, publish or communicate bulk and/or unsolicited messages;
- (e) in any way that may bring negative exposure or harm to us, our suppliers or other users of the Platform; or
- (f) in any way that may cause us, our suppliers or other users of the Platform to incur liability to a third party.

3.2 We may ask you or your Authorised Users to cease any conduct which we believe is contrary to your obligations under the Contract. You must (and must ensure that your Authorised Users) immediately comply with any such request.

### **4. Security**

4.1 To use the Platform and its features as intended, you must grant (and must ensure that your Authorised Users grant) the Platform any permissions and access to your or any Authorised User's equipment that it requires. If you or your Authorised Users do not grant these permissions and this access, you or your Authorised Users may be unable to use the Platform or some of its features.

4.2 The Platform uses the internet to provide services and information. By using the Platform, you acknowledge and agree to accept (and will ensure that your Authorised Users acknowledge and agree to accept) all risks associated with using the internet, including the potential exposure to viruses and harmful code which may affect your or any Authorised User's Compatible Device and other equipment. We do not warrant or guarantee the security of the Platform.

4.3 You are solely responsible for the security of Compatible Devices used by Authorised Users to access the Platform (including any data stored on those Compatible Devices) and for using appropriate and up-to-date software on those Compatible Devices to detect and manage the threat posed by viruses and other harmful code.

### **5. Third party links**

5.1 The Platform may provide content from and links to other sites over which we have no control. That content and those links are provided for your convenience only, and we are not responsible for their use, effect or content. We make no representations or warranties as to, and accept no responsibility for:

- (a) the accuracy of information on any site;
- (b) the content provided;
- (c) any services provided;
- (d) any information, opinions, goods or services referred to on them.

### **6. Changes to Platform**

6.1 Subject to clause 10 of the Contract, we reserve the right to add to, update, amend, remove, or disable access to, any part of the Platform, in each case at any time and for any reasonable cause, without notice to you or your Authorised Users, including to improve the Platform.