



RTOSafe

RTOSafe Single Use - Terms of Service

RTOSafe ABN 53 682 738 576

1. Background

Thank you for visiting our Single Use Terms of Service (**Agreement**), we are **RTO SAFE ABN 53 682 738 576 (RTOSafe, we, our, us** and other similar terms). We provide a compliance platform for Registered Training Organisations (**RTOs**) which we refer to as **RTOSafe (RTOSafe)**.

This Agreement outlines the terms and conditions associated with your use of RTOSafe in circumstances where you make use of RTOSafe via our Website to prepare a report or where you otherwise do not have an ongoing Account.

It is your obligation to ensure that you have read, understood and agree to the most recent terms available on our Website.

2. Disclaimers

2.1 Not a backup service

You acknowledge and agree that while RTOSafe may temporarily store the files and information you upload, it does not offer data backup services. You are solely responsible for creating and maintaining backups of any data you upload to, or reports you receive from, RTOSafe, as you consider necessary.

2.2 Use of Language Models and artificial intelligence

This Agreement contains disclaimers with respect to the use of artificial intelligence and are set out in clause 7. You are solely responsible for confirming the outputs and recommendations generated using artificial intelligence through RTOSafe.

2.3 Exclusion of warranties

You acknowledge and agree that RTOSafe is merely a tool designed to assist RTOs to efficiently identify potential compliance gaps. However, the use of or reliance on RTOSafe does not guarantee that your organisation will achieve compliance with relevant legislation, standards or regulatory requirements. Exclusion of warranties relating to reliance on outputs generated by RTOSafe and compliance with applicable standards, legislation and regulatory requirements, are set out in clause 11.

3. Agreement

3.1 Accepting this Agreement

By providing data inputs to RTOSafe, you agree to comply with and be legally bound by the terms and conditions of this Agreement. If you do not agree to these terms, you have no right to make use of RTOSafe.

You must not use RTOSafe if you are not able to form legally binding contracts or are under the age of 18. If you create an Account on behalf of your employer or any other entity, you represent and warrant you hold authority to enter into this Agreement on behalf of that entity and that the entity will comply with the obligations contained herein.

3.2 About this Agreement

Throughout the Agreement we use some capitalised words and phrases, like the word Agreement. These capitalised words and phrases are defined throughout this Agreement and in clause 16.1. They aid to clarify the terms and conditions. Please feel free to email us at hello@rtosafe.com.au if you have any questions.

4. Licence

We grant you a non-transferrable, non-exclusive and revocable licence to utilise the functionality of RTOSafe, for a single use, to develop a single report or make use of a single piece of functionality as set out on the web page where you agree to these terms.

Your use of RTOSafe is subject to the terms and conditions of this Agreement.

5. Requirements for use

5.1 Support

Support for RTOSafe is provided in accordance with the support arrangements as set out on our website and may vary from time to time.

5.2 Outages and system maintenance

You acknowledge access to RTOSafe may be changed, interrupted or discontinued for many reasons, some of which are beyond our control.

If RTOSafe is not accessible at the time this Agreement is formed, then to the maximum extent permitted at law, your sole remedy is to return to the web page where you access RTOSafe and submit your data at another time.

6. Your use of RTOSafe

6.1 Usage restrictions

You acknowledge and agree that the features made available to you are limited to those which are set out on any webpage where you obtain access to RTOSafe.

6.2 Standards versions

RTOSafe should only be used to check compliance against the version of the standards which it is stated to support. Legacy standards may not be supported and there may be a delay between the release of new standards and the incorporation of those standards into RTOSafe.

You are solely responsible for confirming that you are checking compliance against the appropriate standards set from the original source material.

6.3 Accessing RTOSafe online

In order to use RTOSafe, you are required to provide us with Personal Information.

You agree to provide any information reasonably requested by us for the purpose of making use of RTOSafe. You warrant that all of the information you provide to us is accurate and complete in all respects and you will not provide false or misleading information.

We reserve the right to immediately terminate this Agreement and reject any usage request if we, acting reasonably, believe the information supplied by you is false, misleading or otherwise incorrect.

6.4 Lawful use of RTOSafe

You undertake not to upload, store or access any data on RTOSafe if such access or storage would infringe a person's Intellectual Property right, breach any Privacy Law or breach any other law or applicable code (including any common law, statute, delegated legislation, rule or ordinance of the Commonwealth, or a State or Territory).

6.5 Conduct which is expressly prohibited

You may only acquire and make use of RTOSafe for the sole purpose of conducting compliance checks with the supported RTO standards. You must not use or include any part of RTOSafe in any service bureau or fee generating service offered to third parties.

You must not:

- (a) in any way tamper with, hinder or modify RTOSafe;
- (b) use RTOSafe directly or indirectly for any activity or transmit any information or material unlawfully, or which is obscene, indecent, uses offensive language, defames, abuses, harasses, stalks, threatens, menaces or offends any person;
- (c) knowingly transmit any viruses or other disabling features to or via RTOSafe;
- (d) use any screen capture, data mining, robot, crawler or similar data gathering, reproduction or data extraction tools to collect information from RTOSafe or our website for any purpose including the sending of unsolicited emails, soliciting our or another user's clients or duplicating the content of RTOSafe;
- (e) intentionally disable or circumvent any protection or disabling mechanism of RTOSafe;
- (f) install or store any software applications, code or scripts on or through RTOSafe;
- (g) use RTOSafe in any way which could be reasonably expected to interfere with or damage our systems, any other operator's systems, or another user's enjoyment of RTOSafe;
- (h) gain access to parts of RTOSafe that you are not authorised or entitled to access;
- (i) use the RTOSafe in connection with a breach of any law in Australia or the jurisdiction in which you operate; or
- (j) attempt, facilitate or assist another person to do any of the above acts.

7. Language Models and artificial intelligence

We use Language Models within RTOSafe to assist with RTO compliance-related functions including but not limited to conducting high-level compliance gap analysis.

You acknowledge and agree that the use of any Language Model within RTOSafe, carries a statistical degree of uncertainty and its capability is limited to and reflective of the training data. Language Models do not fully grasp contextual nuances or derive information from authoritative and verified sources. As such, the production of Hallucinations is common in results derived from Language Models.

The outputs provided through RTOSafe including gap analysis, are intended to be used only as indicative, high-level recommendations to support your compliance efforts. You must not rely on outputs generated by artificial intelligence tools as an authoritative source of information or definitive assessments of compliance.

You acknowledge and agree that the results of artificial intelligence may produce errors including:

- (a) false positives – such as where the model has identified compliance, but the compliance standard has not been met; and
- (b) false negatives – such as where the model has identified a gap in compliance, but the compliance standard has in fact been met.

You are responsible for verifying all gap analysis, references and any other recommendations provided by RTOSafe against the original source material made available by the relevant regulatory

authority and applicable legislation, standards and regulatory requirements, to ensure your compliance obligations are duly met.

8. Privacy

You agree and consent to us handling your Personal Information in accordance with our Privacy Policy. We may amend our Privacy Policy in our sole discretion. If we amend our Privacy Policy, we will post the new version on our Website.

The Parties acknowledge and agree they will:

- (a) notify the other party of any unauthorised access, use, modification, disclosure or other misuse of any Personal Information collected or accessed in connection with this Agreement as soon as practicable after becoming aware of such activity; and
- (b) provide reasonable assistance to the other party in the investigation, assessment and containment of any data breach associated with this Agreement.

9. Confidentiality

9.1 Confidentiality

A party will not, without the prior written approval of the other party, disclose the other party's Confidential Information.

Notwithstanding any other provision of this clause 9, a party may disclose the terms of this Agreement to its related companies, solicitors, auditors, insurers and accountants.

Each party will take all reasonable steps to ensure that its employees, agents, and any sub-contractors engaged for the purposes of the Agreement do not make public or disclose the other party's Confidential Information.

A party will not be in breach of this clause 9 in circumstances where it is legally compelled to disclose the other party's Confidential Information.

9.2 Permitted Disclosures

We may disclose information, including, but not limited to, your Personal Information or a transmission made using RTOSafe, in order to comply with a court order, subpoena, summons, discovery order, warrant, statute, regulation, governmental request, to protect our legal rights, prevent harm to persons or where such disclosure is necessary to the proper operation of a RTOSafe (**Permitted Disclosures**).

By agreeing to these terms you hereby consent to share User Content with third party service providers, including for processing through Language Models.

You acknowledge and agree, we have no obligation to inform you if Permitted Disclosures are made.

10. Intellectual Property

10.1 Intellectual Property in RTOSafe

We warrant we own or have a licence to use the Intellectual Property in RTOSafe.

You must not do any of the following, assist anyone to do any of the following or permit any person over whom you have effective control to:

- (a) create an adaptation or translation of all or part of any of RTOSafe in any way;
- (b) use RTOSafe in a manner which may infringe any other persons Intellectual Property;

- (c) incorporate all or part of RTOSafe in any other webpage, site, application or other digital or non-digital format; or
- (d) except to the extent that reproduction occurs automatically through its ordinary use, directly or indirectly copy, recreate, decompile, reverse engineer or otherwise obtain, modify or use any source or object code, content, architecture, or algorithms contained in RTOSafe.

10.2 User Content

If you provide us with content, including, without limitation, text, files, documents, photos, images, audio, video, code and any other materials (**User Content**). Your User Content stays yours. This Agreement does not transfer ownership of User Content to us.

When you provide User Content, you grant us a non-exclusive, worldwide, perpetual, royalty-free, sublicensable, transferable right and license to use, host, store, reproduce, modify, create derivative works of (such as those resulting from translations, adaptations or other changes we make so that User Content works better with RTOSafe), communicate and process, including via Language Models, User Content for the purposes of allowing us to provide, improve and protect RTOSafe. You waive any claims against us relating to any moral rights or similar rights worldwide that you may have in the User Content.

You represent that you own all rights to your User Content or otherwise have (and will continue to have) all rights and permissions to legally use, share, display, transfer and license your User Content to the extent that it is used within RTOSafe.

11. Warranties

We aim to provide the best possible user experience, however, subject to the Non-excludable Conditions, we make no warranties or guarantees that RTOSafe is fault free, regarding RTOSafe's fitness for any particular purpose which we have not expressed, or regarding your access to, or the results of your access to, RTOSafe including its correctness, accuracy, timeliness, completeness, reliability or otherwise.

To the fullest extent permitted at law, we expressly disclaim all warranties that the use of RTOSafe will guarantee compliance or satisfy any regulatory, statutory or legal requirements applicable to your organisation.

You warrant that you:

- (a) will verify the accuracy and adequacy of any output including gap analysis generated by RTOSafe;
- (b) confirm any decisions, actions, or omissions made in reliance on RTOSafe's outputs including gap analysis, against source materials; and
- (c) are solely responsible for conducting the final assessment of outputs including gap analysis generated through RTOSafe.

12. Limitation of Liability

12.1 Implied Conditions

We expressly exclude all conditions, warranties and other terms which might otherwise be implied by any law, regulation, statute, common law or law of equity except any Non-excludable Condition.

12.2 Exclusion of Liability

Subject to the Non-excludable Conditions, we exclude all other liability for any costs, including consequential losses, suffered or incurred directly or indirectly by you in connection with this Agreement, including:

- (a) RTOSafe being temporarily inaccessible for any reason;

- (b) incorrect or corrupt data, lost data, or any inputs or outputs of RTOSafe;
- (c) computer virus, trojan and other malware in connection with RTOSafe;
- (d) security vulnerabilities in RTOSafe or any breach of security that results in unauthorised access to, or corruption of data;
- (e) negligence arising from our activities or that of our service providers;
- (f) any unauthorised activity in relation to RTOSafe;
- (g) statistical uncertainties and Hallucinations produced or otherwise associated with any Language Model;
- (h) your failure to confirm the outputs including any compliance gap analysis generated by RTOSafe, against authoritative sources, such as those made available by the Australian Skills Quality Authority;
- (i) the occurrence of an Event of Force Majeure; or
- (j) any act or omission by you, your personnel, your associates or any related body corporate under or in relation to this Agreement.

12.3 Limits to liability associated with goods and services

Where a Non-excludable Condition is deemed to apply, to the fullest extent possible under the law, we limit our liability for any breach to the resupply of the services.

13. Dispute Resolution

A party claiming a dispute has arisen under this Agreement (**Dispute**) must give written notice to the other party specifying the nature of the Dispute. The parties must submit themselves to the dispute resolution procedure set out in this clause 13. before commencing any legal proceedings.

If the parties cannot resolve the Dispute between themselves within 30 days then either party may require the Dispute to be referred for mediation. The mediation must be undertaken in accordance with the Resolution Institute Mediation Rules, within the jurisdiction of the Agreement and, unless otherwise agreed between the parties, using a mediator nominated by the Resolution Institute. If the Dispute is not resolved within 30 days of the mediation commencing either party may commence proceedings in respect of the Dispute.

Each party must pay its own internal and legal costs in relation to complying with this clause 13. The mediator's costs are to be shared equally.

The parties acknowledge and agree this clause 13 does not apply to the recovery of any debt or prevent a party from instituting proceedings for the purposes of seeking urgent injunctive or similar interim relief from a court.

14. Termination

The parties acknowledge and agree that this Agreement is immediately terminated at the earlier of, the delivery of the RTOSafe output or a error notice indicating that RTOSafe is currently unavailable.

15. General

Assignment - Neither party may assign, encumber, declare a trust over or otherwise create an interest in its rights under this document without the other party's consent, which must not be unreasonably withheld.

Entire Agreement - This document contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this document and has no further effect.

Governing law - The laws of Queensland govern this Agreement. The parties submit to the exclusive jurisdiction of courts exercising jurisdiction there.

Notices - The parties agree all notices, disclosures and other communications that are provided in accordance with this clause, satisfy any legal requirement that such communications be in writing. Any communication under or in connection with this Agreement:

- (a) which we send to you, will be sent to the email address provided to us in your Account and by accepting these terms you give your consent to receive communications from us by email; and
- (b) which you send, must be either delivered or posted by prepaid post to our registered office or sent by email to our email address set out at clause 3.2.

Relationship - Nothing in this Agreement is intended to create or be construed as creating a relationship of agency, joint venture or partnership between any of the parties.

Severability - Any provision of this document which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this document enforceable, unless this would materially change its intended effect.

Variations to this Agreement - We may vary this Agreement by giving one month written notice to you. If you do not accept the terms of the variation, you may terminate your subscription in accordance with clause 0. The variation takes effect at the beginning of the next Subscription Period.

16. Definitions and interpretation

16.1 Definitions

Unless the terms and conditions of the Agreement state otherwise, the following expressions used in this Agreement have the following meanings:

Account or RTOSafe Account means the username and access credentials used when you access RTOSafe.

Agreement means these terms and conditions and any document incorporated into them by reference.

Confidential Information means information that is by its nature confidential, including but not limited to information relating to either party's personnel, policies, practices, clientele, business strategies, Intellectual Property rights, the system operations associated with RTOSafe and security credentials. But does not include information already rightfully known to the receiving party at the time of disclosure by the other party or in the public domain other than as a result of a disclosure in breach of its obligations of confidentiality under this Agreement.

Event of Force Majeure means an act of war (whether declared or not) or terrorism, the mobilisation of armed forces, civil commotion or riot, natural disaster, health epidemic, industrial action or labour disturbance, currency restriction, embargo, action or inaction by a government, a failure of a supplier, public utility or common carrier or computer disruption due to the effects of a computer virus, trojan, malware, a ransomware attack or other malicious code.

Hallucination means any false or misleading information presented as fact by Language Models.

Intellectual Property means all present and future rights conferred by statute, common law or equity (and all moral rights) in or in relation to business names, domain names, circuit layouts, computer code, confidential information, copyright, designs, formulas, inventions, knowhow, patents, plant varieties, recipes, trade marks, and other results of intellectual activity in the industrial,

commercial, scientific, literary or artistic field, the benefit of any application to register such a right and the benefit of any renewal or extension of such a right.

Language Model means the output of a machine learning or other artificial intelligence platform consisting of machine-readable data trained or trainable from data inputs, tailored to understanding and generating natural language text.

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

Personal Information means information or an opinion about an identifiable individual (not a company), whether or not that information or opinion is true or in a material form.

Privacy Law means both the privacy laws in the jurisdiction in which you operate and the *Privacy Act 1988* (Cth) incorporating the Australian Privacy Principles.

Privacy Policy means the privacy policy available on our Website as amended by us from time to time.

You or your means the person or entity using RTOSafe.

Us, we or our means RTO SAFE ABN 53 682 738 576.

Website means the website located at <https://www.rtosafe.com.au/>, <https://www.rtosafe.au/> and any of its subdomains.

16.2 Interpretation

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

- (a) a reference to a party includes that party's permitted assigns, administrators, successors, executors, legal representatives and any novated party;
- (b) any reference to a trustee includes any substituted or additional trustee;
- (c) unless used for the usual grammatical purpose, inverted commas around a term indicate industry jargon that will be interpreted according to how that term would be understood by an individual with expertise in the relevant industry;
- (d) "including", "includes" or any derivation of those words does not limit the matter in question to the things specifically mentioned in the applicable context;
- (e) where a term is defined, other grammatical forms of that term will be taken to have the same meaning;
- (f) headings are for convenience and will not affect interpretation;
- (g) words in the singular will be taken to include the plural and also the opposite;
- (h) when any kind of legislative instrument is referenced, the reference will be taken to be that instrument as updated or substituted for by the legislative body;
- (i) a reference to a party's conduct includes omissions as well as acts; and
- (j) if a party is described as having discretion in a matter, the discretion in that matter will be interpreted as sole and absolute.