

Rights of Users:

Users, other than the Subscriber, do not have any direct rights pursuant to these Terms.

Ownership of Data

As a user of our Cloud Based Software, you have limited ownership and control of your personal details held within the software.

As an example, a user may be “connected” with more than one organisation within B-Compliant as a separate business unit within your organisation, or external organisation such as a contractor or supplier of services. Your personal information (personal details, emergency contacts and medical information) which may be entered into B-Compliant can only be shared across multiple organisations with your written content, however, it is accessible to your immediate manager or human resources department. When you as a user login to B-Compliant, you give approval for such access to your personal information.

A Subscriber may track staff health and safety requirements within the Cloud Based Software without giving them direct access. In this situation, the Subscriber agrees to only enter staff personal information (personal details, emergency contacts, and medical information) where written consent for this to occur has been given.

Date of First Issue:	April 2017	Approved By:	Director – Process Improvements
Date of Last Review:	May 2021	Document Owner:	Health and Safety
Document Code:	Policy – Cloud Based Software Terms of Use	Page No:	Page 7 of 21

When using Cloud Based Software

You:

- will not try to break it.
- cause security issues or put it at risk.
- will not try to make it do something it was not designed to do.
- will never try to crash any of our third-party computing systems and networks.
- will not use or abuse it in any way that interferes with the service, or any other system used to deliver it or make it difficult for any other user to use it.
- will not try to access any materials that you have not been given direct permission to access or to the computer system that hosts the Cloud Based Software.

You must never:

- transmit, or input into the Cloud Based Software any files that may damage any other person's computing devices or software, content that may be offensive, or material or data that violates the law (including data or other material protected by copyright or trade secrets which You do not have the right to use); and
- attempt to modify, copy, adapt, reproduce, disassemble, decompile, or reverse engineer any computer programs used to deliver the Cloud Based Software or to operate the Website.

Date of First Issue:	April 2017	Approved By:	Director – Process Improvements
Date of Last Review:	May 2021	Document Owner:	Health and Safety
Document Code:	Policy – Cloud Based Software Terms of Use	Page No:	Page 8 of 21

WHAT WE EXPECT FROM THE SUBSCRIBER

Payment

We are committed to keeping our Access Fees cost effective, so it is important that the Subscriber pays on time and in full based on their subscription plan. Subscriber invoices are due when their new subscription period commences. We will invoice the Subscriber twenty (20) working days prior to their current subscription end period. Bedrock Solutions Limited is not responsible whatsoever for any act or omission of any Subscriber.

The Subscriber Access Fee is invoiced annually, in advance, beginning on the date the Subscriber commences their Subscription Plan. It is charged in New Zealand dollars (NZD) and may be changed from time to time as determined by us subject to us giving the Subscriber notice of any such change.

All our invoices will be sent to the Subscriber or to a billing contact that the Subscriber provides details for, by email. The Subscriber must pay or arrange payment of all amounts specified in any invoice on the due date of the invoice. The Subscriber is responsible for payment of all taxes and duties as well as the Access Fee including, without limitation, Goods and Services Tax, hence Goods and Services Tax will be payable by the Subscriber on top of the sum of the Access Fee.

If the Subscriber does not pay by the due date their Subscription Plan may be cancelled by Bedrock Solutions Limited. If we have tried, and still can't get payment from the Subscriber, their Data may be deleted after fourteen (14) days of non-payment and the outstanding money will be retrieved as per our **Terms of Trade** ([click here to view](#)).

Your business/organisation

The Cloud Based Software is for the Subscriber to use for their lawful internal business use only in line with these Terms. The Subscriber may add or invite external users, to help manage their health and safety, which means they will have access to the Subscriber's Data. The external users are not to use this information for other clients or businesses.

Keeping access secure and confidential

The Subscriber must make sure that all Cloud Based Software usernames and passwords are kept secure and confidential. The Subscriber must tell us straight away if they know or think that people have used user passwords without their permission. We can then reset their passwords and take any steps needed to make sure both the Subscriber's Data and

Date of First Issue:	April 2017	Approved By:	Director – Process Improvements
Date of Last Review:	May 2021	Document Owner:	Health and Safety
Document Code:	Policy – Cloud Based Software Terms of Use	Page No:	Page 9 of 21

our system is kept secure. The Subscriber must take all other actions that we think is needed to maintain or enhance the security of our computing systems and networks and their access to the Cloud Based Software.

The Subscriber must take out and maintain adequate insurance cover in respect of any loss or damage to Data.

The Subscriber agrees to only use the Cloud Based Software for lawful purposes. This means that the Subscriber will not use the service in any way that infringes any law or regulation, or which infringes the rights of any third party, nor will authorise or allow any other person to do so.

Storing the Subscriber Information

The Subscriber must only upload and store material and files that they have the legal right to have. The Subscriber must not upload any data or any material that is protected by copyright or trademarked if they do not have the legal right to have and use.

The amount of Data that the Subscriber stores online may be limited or incur extra costs if it becomes too large. We will talk with the Subscriber before any extra costs are incurred.

Use the Cloud Based Software may be subject to some limits; We will let You know about what these are if needed. Under normal use as a safety management tool, it is unlikely but might happen.

Back up of Data

The Subscriber must keep copies of all uploaded files. We do follow best practice policies and procedures to prevent Data loss but do not give any guarantee that there will be no loss of Data. We will not be responsible for any loss of Data no matter how it was caused.

Third Party Applications and Subscriber data

If the Subscriber enables third-party applications for use with the Cloud Based Software, the Subscriber acknowledges that we may allow the providers of those third-party applications to access your Data so that third-party applications can exchange and use information smoothly. We will not be responsible for any disclosure, modification or deletion of the Subscriber Data that happens because of any access by third-party application providers.

Date of First Issue:	April 2017	Approved By:	Director – Process Improvements
Date of Last Review:	May 2021	Document Owner:	Health and Safety
Document Code:	Policy – Cloud Based Software Terms of Use	Page No:	Page 10 of 21

WHAT TO EXPECT FROM US

Technical Problems

If there are any technical problems the Subscriber must make all reasonable efforts to really check and work out problems before contacting us. We will endeavour to resolve any technical problems quickly.

Subscriber Information

We do not guarantee the accuracy or quality of the information received by the Subscriber or any of the Subscriber's users and we have no liability for any loss or damage to any Data because of any action of a user.

We will take every reasonable step to ensure the integrity and security of our Cloud Based Software, but we do not guarantee that it will be free from unauthorised users or hackers, and we will not be liable for the possible effects caused by such users or hackers.

Ownership of Data

The right to, and all Intellectual Property Rights in, the Data remain the Subscriber's property. However, Subscriber access to the Data depends on full payment of the Access Fee when it is due. The Subscriber allows us a licence to use, copy, transmit, store, and back-up their Data so we can give the Subscriber access to and use Cloud Based Software and for any other reason to provide the Subscriber with the Service according to this Agreement. Metadata and other statistical information, such as anonymised data generated because of the use of Cloud Based Software, is owned by us and may be used and made available to third parties for the purposes of producing industry summary statistics, summary usage benchmarking, system performance analysis, and service delivery improvements.

Service Availability

While we aim to keep Cloud Based Software available 24 hours a day, seven days a week, at times the Cloud Based Software or our Website may be unavailable because of maintenance or development needed. If for any reason we need to interrupt our Cloud Based Software for longer periods than we would normally expect, we will try to let the Subscriber know in advance. We do not accept liability for interruptions of Service or downtime of the Server. All cases will be reviewed individually, and we will collaborate with our providers to resolve issues quickly.

Date of First Issue:	April 2017	Approved By:	Director – Process Improvements
Date of Last Review:	May 2021	Document Owner:	Health and Safety
Document Code:	Policy – Cloud Based Software Terms of Use	Page No:	Page 11 of 21

CONFIDENTIALITY AND PRIVACY

We respect the privacy of the Subscriber, their data, and users. We treat all data as confidential. Subject to the provisions outlined below, we will make all reasonable attempts to keep all data confidential, however, will not be liable to the Subscriber, if, for any reason, data is obtained by a third party. The obligation of confidentiality relating to data shall not include information which enters the public domain through no fault of ours.

We may collect specific data from user browsers as they enter and exit Cloud Based Software. This information is standard, and contains data such as referring URL, pages viewed, and the amount of time spent on Cloud Based Software. Information gathered may be used to investigate any possible breaches of these Terms or illegality. We will take all reasonable steps to keep data secure.

Unless either party has prior written consent of the other, or unless required to do so by law:

- We will all maintain the confidentiality of all Confidential Information. The parties will not share Confidential Information with any other party other than as stated by these Terms.
- The party's requirements under this provision will continue if the Agreement is cancelled.

The provisions of confidentiality contained in these Terms do not apply to information that:

- Is or becomes public knowledge other than by a breach of these Terms.
- Is received from a third party who lawfully gained it and who is under no obligation restricting its disclosure.
- Is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party.
- Is independently developed without access to the Confidential Information.

We may use non-identifying information to help industries and groups improve the safety of their teams or provide statistics that do not identify specific businesses or people. The intent is to improve safety for everyone.

Date of First Issue:	April 2017	Approved By:	Director – Process Improvements
Date of Last Review:	May 2021	Document Owner:	Health and Safety
Document Code:	Policy – Cloud Based Software Terms of Use	Page No:	Page 12 of 21

INTELLECTUAL PROPERTY RIGHTS

The ownership of all Intellectual Property Rights in Cloud Based Software, how we provide the Subscriber with services, our website, and any documentation we provide is our property. We let the Subscriber use this but never give the Subscriber ownership of this.

The Subscriber must have all consents and clearances needed to lawfully make use of any Intellectual Property Rights through Bedrock Solutions Ltd, including but without limitation to, all Data held in the Subscriber's name.

The Subscriber holds the Intellectual Property Rights to all Data; however, we may restrict the Subscriber access to Data until full payment of the Access Fee and any other payment due to us under these Terms is made.

This Agreement does not transfer, from us to the Subscriber, any Intellectual Property belonging to us and all rights, titles, and interests in, and to such property will remain solely with us.

This Agreement does not transfer from the Subscriber to any Intellectual Property belonging to the Subscriber, and all rights, titles, and interest in, and to, such property will remain solely with the Subscriber.

Date of First Issue:	April 2017	Approved By:	Director – Process Improvements
Date of Last Review:	May 2021	Document Owner:	Health and Safety
Document Code:	Policy – Cloud Based Software Terms of Use	Page No:	Page 13 of 21

CANCELLING THIS AGREEMENT

The Subscriber can cancel this Agreement at any time. We may decide to cancel this Agreement if the Subscriber breaks any provision outlined in these Terms. Because the Subscriber has the right to cancel this Agreement at any time there is a 'no refund' policy on Access Fees. We do not provide any refund for any remaining period of a Subscription Plan.

No-Fault Termination:

This Agreement will continue for the period covered by the Access Fee. At the end of each billing period, this Agreement will automatically continue for another period of the same time as that period, provided the Subscriber continues to pay their Access Fee when due.

Breach

If the Subscriber:

- breach any of these Terms (including, without limitation, by not paying Access Fees on time) and do not fix the breach within seven days after receiving notice of the breach.
- becomes insolvent or their business goes into liquidation or has a receiver or manager appointed of any of its assets or make any arrangement with their creditors or become subject to any similar insolvency in any jurisdiction.

Bedrock Solutions Limited may take any of the following actions:

- Cancel this Agreement and the Subscriber's use of the Cloud Based Software without notice by deactivating their access to the Cloud Based Software.
- Suspend for any definite or indefinite period, the Subscriber's use of Cloud Based Software.
- Suspend or terminate access to all or any data.
- Take any of the actions referred to above in respect of the Subscriber and any User.

Basically, if the Subscriber does not pay their bill, we may cancel the Agreement or stop the Subscriber accessing Cloud Based Software.

Date of First Issue:	April 2017	Approved By:	Director – Process Improvements
Date of Last Review:	May 2021	Document Owner:	Health and Safety
Document Code:	Policy – Cloud Based Software Terms of Use	Page No:	Page 14 of 21

Accrued Rights

Cancelling these Terms is without prejudice to any rights and obligations of the Parties that have come about over time up to and including the date of termination.

On termination of this Agreement the Subscriber will:

- remain responsible for any accrued charges and amounts which become due for payment before or after termination, and
- immediately stop using Cloud Based Software.

Indemnity

The Subscriber will indemnify us, keep us indemnified and hold us harmless from and against any breach by the Subscriber of these Terms and of any claim brought against us by a third party resulting from their use of Cloud Based Software or the use of Cloud Based Software by any user. This includes, but is not limited to, all claims, actions, proceedings, losses, liabilities, damages, costs, and expenses (including legal costs and expenses) that are suffered or incurred by us because of the Subscriber's breach of these Terms or use of Cloud Based Software including any use of Cloud Based Software by any user and any costs in recovering any Access Fees that are due but have not been paid by the Subscriber.

Date of First Issue:	April 2017	Approved By:	Director – Process Improvements
Date of Last Review:	May 2021	Document Owner:	Health and Safety
Document Code:	Policy – Cloud Based Software Terms of Use	Page No:	Page 15 of 21

LIMITATION OF LIABILITY

Bedrock Solutions Limited is not liable in contract, tort (including negligence) for any loss whatsoever including the consequential, indirect loss or economic loss (including loss of information, or data, profits) or damages resulting directly or indirectly from any use by the Cloud Based Software Subscriber.

If the Subscriber suffers loss or damages because of utilising Cloud Based Software in accordance with this Agreement and notwithstanding the prior paragraph, Bedrock Solutions Ltd is deemed liable then any claim by the Subscriber against Bedrock Solutions Ltd will be limited in respect of any one incident or series of connected incidents to the Cloud Based Software Access Fee paid by the Subscriber in the previous twelve (12) months.

If the Subscriber is not satisfied with the Cloud Based Software, the Subscriber's sole and exclusive remedy is to terminate these Terms in accordance with the termination provisions provided.

NOTICES

Any communication from one party to another may be sent by email or recorded delivery to the address of the other party listed in this Agreement, or other addresses that may have been previously used in communication between the Parties. If sent by email it will unless proven otherwise, be deemed to have been received on the day it was sent. If sent by recorded delivery it shall be deemed to be served two days following the date of posting.

LAW

This Agreement is governed by and understood in accordance with New Zealand law and the Subscriber agrees to the non-exclusive jurisdiction of the New Zealand courts.

Date of First Issue:	April 2017	Approved By:	Director – Process Improvements
Date of Last Review:	May 2021	Document Owner:	Health and Safety
Document Code:	Policy – Cloud Based Software Terms of Use	Page No:	Page 16 of 21

ACKNOWLEDGEMENTS

The Subscriber agrees that use of and access to Cloud Based Software we give the Subscriber is provided on an “as is” basis and at their own risk.

The Subscriber acknowledges that:

- they are authorised to use Cloud Based Software to access data, including any data inputted by any user within their subscription plan.
- we have no obligation to give any person access to Data without the Subscriber’s authorisation and may pass on to the Subscriber any requests for information for the Subscriber to answer; and
- the Subscriber will not hold us legally liable for any claims or loss that relate to:
 - us not providing user access to data.
 - us making available Data to any user with Subscriber authorisation.

We do not guarantee that the use of Cloud Based Software will be uninterrupted or error-free. Among other things, the operation and availability of the systems used for accessing Cloud Based Software, including public telephone services, computer networks and the Internet, can be unpredictable and may from time to time interfere with or stop the Subscriber accessing Cloud Based Software.

We are not in any way responsible for any such interference or things that might stop the Subscriber accessing or using Cloud Based Software.

It is the Subscriber’s responsibility to work out if Cloud Based Software meets their needs and is suitable for what they want to use it for.

It is up to the Subscriber to find out if Cloud Based Software meets their statutory, regulatory, and internal requirements relating to Health and Safety.

It is also the Subscriber’s job to check that storage of and access to the Data via Cloud Based Software will comply with their statutory, regulatory, and internal Health and Safety requirements that relate to keeping records.

Date of First Issue:	April 2017	Approved By:	Director – Process Improvements
Date of Last Review:	May 2021	Document Owner:	Health and Safety
Document Code:	Policy – Cloud Based Software Terms of Use	Page No:	Page 17 of 21

No Warranties

We give no guarantees about Cloud Based Software. We do not guarantee that Cloud Based Software Software will meet the Subscriber's requirements or that it will be suitable for any particular purpose. It is simply not possible for us to include every feature or idea that the Subscriber can think of or assume that Cloud Based Software Software might do already. To avoid doubt, all implied conditions or warranties are excluded in so far as is permitted by law, including (without limitation) warranties of merchantability, fitness for purpose, title, and non-infringement.

Consumer Guarantees

The Subscriber agrees that they are acquiring the right to access and use Cloud Based Software Software for business purposes and that the provisions of the Consumer Guarantees Act 1993 do not apply to Cloud Based Software Software.

Date of First Issue:	April 2017	Approved By:	Director – Process Improvements
Date of Last Review:	May 2021	Document Owner:	Health and Safety
Document Code:	Policy – Cloud Based Software Terms of Use	Page No:	Page 18 of 21

THIS IS THE WHOLE AGREEMENT

These Terms together with any documents expressly referred to in them; contain the whole agreement between the Subscriber and Bedrock Solutions Limited.

This Agreement overrides any previous agreements, arrangements, undertakings, or proposals, written or oral between the Parties. No oral explanation or oral information given by any party will change the interpretation of these Terms.

In agreeing to these Terms, the Subscriber has not relied on anything other than those expressly stated in these Terms and the Subscriber agrees that they shall have no remedy in respect of any misrepresentation, which has not been made expressly in this Agreement.

Waiver

If either party waives any breach of these Terms, this will not necessarily mean a waiver of any other breach. No waiver will be valid unless made in writing.

Delays

Neither party will be liable for any delay or failure in performance of its obligations under these Terms if the delay or failure is due to any cause outside its reasonable control. This clause does not apply to any obligation to pay money.

No Assignment

The Subscriber may not assign or transfer any rights under this Agreement to any other person without our written consent being first obtained.

Governing Law and Jurisdiction

This Agreement shall be interpreted following the Laws of New Zealand.

Severability

If any part or provision of these Terms is invalid, unenforceable or conflicts with the law, that part or provision is replaced with a provision, which, as far as possible, accomplishes the original purpose of that part, or provision. The remainder of these Terms will be binding on both the Subscriber and Bedrock Solutions Limited.

Date of First Issue:	April 2017	Approved By:	Director – Process Improvements
Date of Last Review:	May 2021	Document Owner:	Health and Safety
Document Code:	Policy – Cloud Based Software Terms of Use	Page No:	Page 19 of 21

Interaction Between Us

The Parties will always show courtesy and will at no time during the term of this Agreement or after the termination of this Agreement make any denigrating or derogatory remarks against the other either orally or in any written form including electronic form.

Change of Cloud Based Software Administrator

Bedrock Solutions Limited may, at the Subscriber's request, change their Cloud Based Software Administrator and any log in reference and/or username in relation to their Subscription Plan.

For this to proceed:

- we require a written request from the Subscriber.
- are satisfied Bedrock Solutions Limited internal policy in relation to the change of any log in reference and/or username as adopted by B-Compliant online software from time to time is met.

ID and Usernames

Any Cloud Based Software ID and usernames allocated to any staff will not belong to the Subscriber but belong to that staff member.

Date of First Issue:	April 2017	Approved By:	Director – Process Improvements
Date of Last Review:	May 2021	Document Owner:	Health and Safety
Document Code:	Policy – Cloud Based Software Terms of Use	Page No:	Page 20 of 21