

Terms and Conditions – Epigroup Website

1 Terms of Use

- 1.1 This website (www.epigroup.com.au) (**Website**) is owned and operated by Episafe Pty Ltd ACN 159 739 894 of 14 Mews Road, Fremantle trading as 'Epigroup' (**Epigroup, we, us or our**).
- 1.2 This Website provides information regarding the Epigroup compliance and management system that has been developed by Epigroup for use by companies and businesses (**Corporate Entities**), their staff *including employees and contractors* (**Employees**) and other individuals (**Individuals**) working in the workplace health and safety (**WHS**) industry.
- 1.3 Please read these terms and conditions carefully. By accessing this Website (including any pages, materials or systems they contain), you agree to be bound by the terms, conditions, notices and disclaimers contained in these terms and conditions, the [Privacy Policy](#) (**Privacy Policy**) and elsewhere on the Website (collectively known as the **Terms**).
- 1.4 “**Epigroup**” comprises of the Epigroup Website accessible from <https://www.epigroup.com.au/>.
- 1.5 Individuals who access the Website are subject to all Terms unless otherwise specified.
- 1.6 In these Terms, **User** shall refer to a **Website User**.
- 1.7 Please note that our Website is designed for Australian businesses and we make no representation that our Website, its contents or any linked products (including but not limited to Epigroup) complies with laws (including intellectual property laws) of any country outside Australia. If you access the Website from outside Australia, you do so at your own risk and are responsible for complying with laws of that jurisdiction.
- 1.8 If you do not agree to any or all of the Terms, you must not access the Website or any associated pages or materials; and
- 1.9 Epigroup reserves the right to modify or add content to this Website and to amend the Terms as they relate to the Website (**Website Terms**) without notice and at any time, in which case the varied Website Terms will be published on the Website. We recommend that you check the Website regularly to confirm that you are aware of the current Website Terms.
- 1.10 Epigroup may cease the operation of the Website and/or Epigroup at any time in its sole discretion.
- 1.11 Although Epigroup updates the Website regularly, it makes no warranty, guarantee or representation as to the accuracy, reliability or completeness of any information or services of the Website. All information and services are provided on the basis that a User undertakes responsibility for assessing the information and services and using them at their own risk.

2 Eligibility

You must not use the Website (as appropriate) if you:

- (a) are not able to form legally binding contracts;

- (b) are a person barred from receiving and/or rendering the services provided on this Website under the laws of Australia or other applicable jurisdiction; or are suspended from using the Website.

3 Restrictions on Use

3.1 Without limiting the Terms or any other provision, term or condition on the Website, if you provide any information on the Contact Form that is untrue, inaccurate, incomplete, offensive, defamatory or unlawful (or we have reasonable grounds to suspect that such is the case), Epigroup reserves the right (in its sole discretion) to:

- (a) refuse your inquiry; and/or
- (b) suspend, terminate or restrict your current or future use of the Website.

3.2 The Website may be unavailable from time to time (including for maintenance purposes).

4 Use of Employee's Health Information

4.1 On becoming a Registered User or Authorised User, an Employee authorises the Corporate Entity and Epigroup to upload and utilise his or her Electronic Health Report (**EHR**) and such other personal information as they provide (**Personal Information**) on to Epigroup.

4.2 The Corporate Entity and Employee acknowledges and agrees that:

- (a) Epigroup may be hosted on servers located outside Australia and may also use email servers located outside of Australia. Such services may host or transmit an Employee's EHR;
- (b) Epigroup may share the Employee's Personal Information with the Employee's Corporate Entity;
- (c) the Corporate Entity is solely responsible for ensuring that its use of Epigroup and storage of EHRs in Epigroup is compliant with laws applicable to the Entity and its Employees;
- (d) the Corporate Entity must ensure that its own privacy policy and other statements about how it handles the Employee's Personal Information are accurate in respect of the Corporate Entity's use of Epigroup; and
- (e) the Corporate Entity shall not store or record any Personal Information that it can access through Epigroup unless it is compliant with the Privacy Act.

5 Epigroup Content

5.1 Materials and information provided by Epigroup on the Website (**Epigroup Content**) may be updated regularly and is subject to change without notice.

5.2 Epigroup Content is included for general information purposes only. It does not consider Registered User's specific needs, circumstances, objectives or legal obligations and is not advice.

5.3 To the maximum extent permitted by law, Epigroup makes no representation regarding the accuracy, currency or completeness of Epigroup Content.

6 Intellectual Property Rights

6.1 Generally

- (a) Nothing in these Terms constitutes a transfer of any intellectual property rights. Website Users acknowledge and agree that Epigroup owns all intellectual property rights in the Website.

- (b) Epigroup grants to Website Users a non-exclusive, world-wide, non-transferable licence to use the Website in accordance with the terms and conditions set out in these Terms.
- (c) Epigroup grants to Registered User's a non-exclusive, world-wide, non-transferable licence to use the Website in accordance with the terms and conditions set out in these Terms.
- (d) Each Registered User agrees and accepts that Epigroup is the Intellectual Property of Epigroup and the User further warrants that by using Epigroup the User will not:
 - (i) copy Epigroup or the services that it provides for the User's own commercial purposes; and/or
 - (ii) directly or indirectly copy, recreate, decompile, reverse engineer or otherwise obtain, modify or use any source or object code, architecture, algorithms contained in Epigroup or any documentation associated with it.
- (e) All Epigroup Content (excluding User Content) remains the Intellectual Property of Epigroup, including (without limitation) any source code, analytics, insights, ideas, exercises, enhancements, feature requests, suggestions or other information provided by the User or any other party with respect to Epigroup.

6.2 Copyright

- (a) All content included on this Website and Epigroup (other than User Content and User Communication) including, but not limited to text, images, software, artwork, photographs, text, images, video, audio and logos is the property of Epigroup or its content suppliers.
- (b) This Website is Epigroup's copyright property and is protected by Australian and International copyright laws. Website Users may not in any form or means adapt, reproduce, or publish any part of it without written consent from Epigroup.
- (c) By uploading User Content or User Communications to Epigroup or submitting any materials to us, you automatically grant (or warrant that the owner of such rights has expressly granted) us a perpetual, royalty-free, irrevocable, non-exclusive right and licence to use, reproduce, modify, adapt, publish, translate, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed throughout the world.
- (d) You consent to any act or omission which would otherwise constitute an infringement of your moral rights, and if you add any User Content in which any third party has moral rights, you must also ensure that the third party also consents in the same manner.
- (e) The licence in clause 6.2(d) will survive any termination of these Terms.
- (f) You represent and warrant to us that you have all necessary rights to grant the licences and consents set out in clauses 6.2(c) and 6.2(d).

6.3 Trade mark

All trade marks, service marks, trade names, branding and get-up (trade dress) on the Website belong to Epigroup or its licensors. Epigroup does not give any User any licence or right to use them.

7 Links to External Websites

On occasion, the Website may link to one or more external websites or resources operated by unrelated external websites or an external website may provide a link back to the Website. These links are provided for your convenience only.

- 7.1 These links should not be deemed to imply that Epigroup endorses the external website or any content therein.
- 7.2 Epigroup does not control and is not responsible or liable for any external website or any content, advertising, products or other materials on or available from such external websites.
- 7.3 Access to external websites is at the User's own risk.

8 Confidential Information

- 8.1 For the purposes of these Terms, **Confidential Information** means all information exchanged (whether in writing, electronically or orally) between Epigroup and the User through the Website, but does not include information which is, or becomes, publicly available by operation of law or other than through unauthorised disclosure by the other party.
- 8.2 Subject to these Terms, Epigroup will keep confidential all Confidential Information that it becomes aware of regarding the User's:
 - (a) Personal Information or other health information;
 - (b) Business operations; and
 - (c) Employees.
- 8.3 The Registered User must keep confidential all Confidential Information that it becomes aware of regarding Epigroup's:
 - (a) Business operations; and
 - (b) Development and operation of Epigroup.

9 Data

- 9.1 The User agrees not to do anything to prejudice the security or privacy of Epigroup's Website or the information on it.

10 Access to Epigroup

- 10.1 The User acknowledges that Epigroup is dependent on third-party services (**Third Party Services**), including but not limited to:
 - (a) Banks, credit card providers, BPAY;
 - (b) Mobile Provider;
 - (c) Telecommunications services;
 - (d) Hosting services;
 - (e) Email services; and
 - (f) Analytics services.
- 10.2 The User agrees that Epigroup shall not be responsible or liable for any loss, injury, claim, liability or damage relating in any way to:
 - (a) information contained on any linked Third Party Services website; or
 - (b) the Website being inaccessible or affected by any other technical issues.

- 10.3 The User agrees and accepts that Epigroup is managed and supported exclusively by Epigroup from Epigroup servers and that no 'server' access to Epigroup is available to the User unless expressly agreed in writing.
- 10.4 As a hosted and managed service, Epigroup reserves the right to upgrade, maintain, tune, backup, amend, add or remove features and redesign, improve or otherwise alter the Website.
- 10.5 The User acknowledges that Epigroup shall use its best reasonable endeavours to provide ongoing uninterrupted access to the Website but that:
- (a) maintenance will be required from time to time which will result in Epigroup being unavailable to Users; and
 - (b) issues outside of Epigroup's control may result in unscheduled unavailability of Epigroup.

11 Limitation of Liability

- 11.1 Each User uses the Website at its own risk and under no circumstance will Epigroup be liable for any injury, illness, death or damage to property resulting from the User's use of the Website.
- 11.2 To the extent permitted by law, the User indemnifies and will hold Epigroup harmless against all costs, claims damages and expenses for any:
- (a) penalty imposed upon that User;
 - (b) injury, illness or death caused to the person or property of an individual or third party including its Employees;
 - (c) damage to the property of any individual or third party including its Employees;
 - (d) claim of infringement of intellectual property rights made by a third party; and
 - (e) claim of breach of confidentiality by any third party;
- which occurs as a result of the User or its Employees use of this Website.
- 11.3 Subject to the rights Users may have under the *Competition and Consumer Act 2010* (Cth) (as amended) or other applicable legislation (**Applicable Legislation**), if any:
- (a) content and materials on this Website are provided 'as is' and, to the extent permitted by law, without warranties of any kind, either express or implied;
 - (b) Epigroup disclaims all warranties, express or implied, including but not limited to implied warranties of acceptable quality and fitness for a particular purpose, title, compatibility, security, accuracy or non-infringement of intellectual property rights;
 - (c) Epigroup does not warrant that the Website is secure, free from viruses, bugs, worms, interruption, errors, theft or destruction or that the Website will meet your requirements. Epigroup is not responsible for any damage to your computer system which arises in connection with your use of the Website or any linked website. You assume all risks associated with using the Website or any linked website;
 - (d) content and material downloaded or otherwise obtained through the use of this Website is done at your sole risk and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such content or material;

- (e) Users expressly acknowledge and agree that Epigroup and its affiliates shall not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages, or any other damages whatsoever, or for any damages for loss of profits, goodwill, use, data or other intangible losses (even if we have been advised of the possibility of such damages), arising out of, or resulting from:
 - (i) the use or the inability to use this Website;
 - (ii) the use of any material on this Website or any website or websites linked to this Website;
 - (iii) unauthorised access to or alteration of your transmissions or data;
 - (iv) statements or conduct of any third party on this Website; or
 - (v) any other matter relating to this Website.
- (f) If any term, condition, warranty or consumer guarantee is implied into the Terms and we are able to limit your remedy for a breach of such a term, condition, warranty or consumer guarantee, then our liability for breach of the term, condition, warranty or consumer guarantee is limited to one or more of the following at our option, the supply of the services again or the payment of the cost of having the services supplied again.
- (g) By accessing our Website, the User agrees to indemnify, hold harmless and, at Epigroup's option, defend Epigroup and its affiliates, and its and their officers, directors, employees, stockholders, agents and representatives from any and all third party claims, liability, damages and/or costs (including, but not limited to, reasonable lawyers' fees and expenses) arising from or in connection with their use of our Website.

12 Privacy

- 12.1 Epigroup undertakes to take all due care with any information which you may provide to us when accessing our Website. However, we do not warrant and cannot ensure the security of any information which you may provide to us. Information you transmit to us is entirely at your own risk although we undertake to take reasonable steps to preserve such information in a secure manner.
- 12.2 We do not sell any personally identifiable information obtained via the Website to third parties, nor use the personal information otherwise than for its intended use.
- 12.3 The User must ensure that its own privacy policy and other statements about how it handles the information of individuals are accurate in respect of the User's use of the Website.
- 12.4 For more information, please review the [Privacy Policy](#) or contact us at contact@epigroup.com.au.

13 Disputes

- 13.1 In the event of any dispute arising from or in connection with these Terms (**Dispute**), the party claiming a Dispute must give written notice to the other party setting out the details and proposing a resolution (**Notice**).
- 13.2 Within 7 days of this Notice, senior executives or representatives from each party shall meet in good faith to attempt to resolve the Dispute or agree on the method of resolving the Dispute.
- 13.3 If the parties do not resolve the Dispute or agree on the method to be used within 21 days of the Notice, the Dispute may be referred by either party to the President of the

Law Society of Western Australia who shall nominate a mediator to resolve the Dispute.

14 Termination

- 14.1 These Terms terminate automatically if, for any reason, we cease to operate the Website.
- 14.2 We may otherwise terminate these Terms immediately, on notice to you, if you have breached these Terms in any way.
- 14.3 We have no liability for any costs, losses or damages of any kind arising as a consequence of terminating access to the Website.

15 Force Majeure

Epigroup shall not be liable for any delay in performing any of its obligations under these Terms if such delay is caused by circumstances beyond the reasonable control of Epigroup and Epigroup shall be entitled to a reasonable extension of time for the performance of such obligations.

16 General

- 16.1 If any part of these Terms are found to be void, unlawful, or unenforceable then that part will be deemed to be severable from the balance of the Terms and the severed part will not affect the validity and enforceability of any remaining provisions.
- 16.2 These Terms will be governed by and interpreted in accordance with the laws of Western Australia.
- 16.3 You agree to the jurisdiction of the courts of Western Australia to determine any dispute arising out of these Terms.