



GO Induct Website Terms & Conditions

Welcome to the GO Induct web site (the Site) owned and operated by Noel Arnold & Associates (NAA). This agreement contains the terms, covenants, conditions and provisions (Terms and Conditions) upon which you (the user) may access and use the Site.

Terms and Conditions

By using the GO Induct service offered by NAA, you agree to be bound by all of the following terms and conditions. These terms and conditions may be modified and amended by NAA at anytime without prior notice to you. NAA will provide notifications of any amendments and or additions on the GO Induct website or by email. **Your use of this Site constitutes acceptance of these terms and conditions. You agree not to attempt to connect to the Site, or to view any of the Site if you do not agree to the terms of this Agreement.**

2. Password Policy

Your use of certain portions of this Site requires the authentication of your identity through the provision of a user id and password. As part of your registration process you will select a User ID ("Name") and password ("Password"). (The Name and Password are hereafter referred to as "User Codes"). The User Codes are for your personal use only. You are responsible for the confidentiality of the User Codes, and agree not to provide them to any third party. You are responsible for all statements made and acts or omissions that occur while your User Codes are being used. NAA is not responsible for any breach of security caused by your failure to maintain the confidentiality of your User Codes nor is it under the duty to enquire as to the authority or propriety of any instructions given to it by you or under your authentication. You agree to notify NAA immediately in the event of loss or theft of any or all of your User Codes, or if you believe the confidentiality of any or all of your User Codes has been compromised in any way, or in the event of your learning about a possible or actual unauthorised use of the Site. NAA reserves the right to revoke your User Codes or change or alter User Codes at any time without prior notice.

3. Account Access/Account Number

You understand that your use of the Site may involve the transmission to and from you of information that may be considered personal. You consent to the transmission by electronic means of such information through the Site, and such consent shall be effective at all times that you use the Site. You understand that your account information is current as of the date indicated and is not a definitive statement of our account. A unique account number and GO Induct induction number will be assigned to you by the Site. You understand and agree that upon the termination of your account for any reason the GO Induct account number and induction number will be terminated by NAA.

4. Provision of Information

When you provide information to NAA through the Site, you agree to provide true, accurate, current and complete information about yourself and your contracted activities. You will also agree not to impersonate any person or entity, misrepresent any affiliation with another person, entity or association, or conceal your identity from NAA for any purpose. In connection with your use of the Site, you acknowledge and consent to the taping or any form of electronic recording of any communication, electronic or otherwise, between you and NAA or their representatives or agents. You acknowledge and consent to the recording, retention and use by NAA and its



employees, representatives and agents of all information and data that you input during your use of the Site, including without limitation, all selections and uses of tools included therein.

5. Updating Your Details

NAA is entitled to rely on the email address and mail address that you last provided to us. You agree to waive all claims resulting from failure to receive communications because of changes to your email or mail address has not been communicated via updating your details on the Site.

6. Intellectual Property Rights

All material contained on this Site, unless otherwise indicated, is protected by law including, but not limited to Australia copyright, trade secret, and trademark law, as well as other State and/or Commonwealth law, and international laws and regulations. Except as expressly provided herein, NAA does not grant any express or implied right(s) to Users of the Site. Copyright and other propriety rights in the Site, or portions thereof, may be held by individuals and/or entities other than NAA. Removing or altering the copyright notices on any material on this Site is prohibited. NAA owns copyright in the Site as a collective work and/or compilation, and in the selection, coordination, arrangement, and enhancement of the Site's content. GO Induct's and NAA's logo are proprietary marks of NAA or their respective owners.

7. Compliance with Applicable Laws

Users access to this Site is governed by all applicable State and Commonwealth laws.

Code of Conduct

You agree not to do any of the following:

- Restrict or inhibit any other authorised user from using and enjoying the Site. This includes without limitations: (a) using, or attempting to use, any account without the owner's permission, or (b) obtaining or soliciting another person's password or other personnel information under false pretences.
- Interfere (or attempt to interfere) with the operation of the Site. This includes, without limitation, interfering with, defeating, or circumventing any security function of the Site, or attempting to do so.
- Post, store, or transmit any knowingly inaccurate or misleading personal or financial information.
- Post, store or transmit any unlawful, threatening, defamatory, obscene, inflammatory, pornographic, profane or otherwise objectionable (as determined by NAA) information or material.
- Post, store or transmit any information or material that could constitute or encourage conduct that would be considered a criminal offence, gives rise to civil liability or otherwise violate any law.
- Use the Site to post, store or transmit any information or software that contains a virus, worm, Trojan horse, or other harmful or disruptive component.
- Use the Site to post, store, or transmit materials in violation of another party's copyright or other intellectual property rights. You are solely responsible for determining whether any material you post, store or transmit is subject to a third party's rights.
- Use of the Site for any unlawful purpose.



- Modify, adapt, sublicense, translate, resell, retransmit, reverse engineer, decompile, or disassemble any portion of the Site.

7.2 Assumption of Risk

Use of the Internet and this Site is solely at your own risk and is subject to all applicable State, Commonwealth, International laws and regulations. While NAA endeavours to provide a secure and reliable Site, please be advised that the confidentiality of any communication or material transmitted to/from this Site over the Internet cannot be guaranteed. Accordingly, NAA and its employees, agents, directors, officers, proprietors, partners, representatives, shareholders, servants, attorneys, predecessors, successors and assigns are not responsible for the security of the information transmitted via the internet. The User assumes sole and complete risk for using the Site and must make his or her own determination as to these matters.

NAA shall use reasonable precautions to maintain the confidentiality of the information you have provided to NAA and information you have created, input or developed in connection with your use of the Site, but because such information can be accessed through the Internet, you hereby acknowledge and agree that there can be no assurance that any information provided by you through the Site, or any communication through E-mail will remain secure and you acknowledge that the information supplied by you will be used for the purpose of induction. This information will be disclosed to organisations who may seek to use your services, and to NAA's employees, representatives, officers, agents, and affiliates:

- a) For any purpose related to the conduct of NAA's business or to the offering, providing or maintaining of the Site.
- b) To comply with applicable rules, orders, subpoenas or other legal process or in order to give information to any government agency or official requesting such information, or
- c) For any other legitimate business purpose

You release and Indemnify NAA from and against any improper use of the information so submitted to such organisations.

7.3 Law Enforcement

NAA reserves the right to view, monitor and record activity on the Site without notice or permission from you. Any information obtained by monitoring, reviewing or recording is subject to review by law enforcement organisations in connection with investigation or prosecution of possible criminal activity on the Site. NAA will also comply will all court orders involving requests for such information.

8. Limitation of Liability

- a) The accuracy, completeness, sequence or timeliness of the information cannot be guaranteed. NAA and its affiliates, agents and organisations to whom the information may be submitted shall not have any responsibility for direct, indirect, consequential, special, or other damages you incur for any reliance by you on information or for the reliability, accuracy, completeness, sequence or timeliness thereof, or for any delays or errors in the transmission or delivery of any part of the information or site.
- b) Except as expressly set forth in this agreement, NAA and its affiliates and agents hereby expressly disclaim all express and implied warranties, including without limitation, warranties of merchantability, fitness for a particular purpose, and error-free and uninterrupted services. NAA does not warranty, guaranty, or make any



representations or warranties whatsoever, express or implied, or assume any liability to you regarding (i) the use or the results of the use of the services, including without limitation any securing of contracts from organisations to whom the information is submitted, results based on use of the site or information or any delay or loss of use of the site, or (ii) system performance and effects on or damages to software and hardware in connection with any use of the site.

- c) In addition to and without limiting the foregoing, NAA shall not be liable for any harm caused by the transmission, through the site, of a computer virus, or other computer code or programming device that might be used to access, modify, delete, damage, corrupt, deactivate, disable, disrupt, or otherwise impede in any manner the operation of the services or any of your software, hardware, data or property.
- d) In addition to and without limiting the foregoing, NAA makes no representation and assumes no liability regarding the quality, safety, accuracy, or suitability of any information or software found on any other site not under NAA's control.
- e) NAA and its affiliates and agents shall not be liable for any losses or damages incurred by you related in any way to your use of the site and information submitted by you to organisations. Except as otherwise provided by law, NAA shall have no liability for losses caused by the negligence, actions or failure to act of the provider or any third party provider, and to the extent permitted by law, neither NAA nor the provider or any third party provider shall be liable to you for any indirect, special, incidental or consequential damages (regardless of whether such damages are reasonably foreseeable), or for any loss that results from a cause over which NAA or any other such entity does not have control, including but not limited to failure of electronic or mechanical equipment, unauthorised access, provision by you of incorrect or misleading information, strikes, failures of common carrier or utility systems, severe weather, or other causes commonly known as "Acts of God".

9. Links to Other Sites

The Site may contain links to other websites of third parties (external sites). NAA is not required to maintain or update the links. Links to external sites should not be construed as any endorsement, approval, recommendation or preference by NAA of the owners or operators of external sites. NAA has no control over or will accept no responsibility or liability in respect of the material on any such other website.

10. Termination

NAA may suspend or terminate your account with or without cause at any time. Grounds for termination include, but are not limited to, lack of use, or any violation of the Terms and Conditions. Once your account is terminated, your right to use the Site ceases. NAA shall have no obligation to maintain any content in your account or to forward any unread or unsent messages to you or any third party.

11. Warranties

You represent and warrant that you are at least 18 years of age and that you possess legal right and ability to enter into this Agreement. You represent and warrant that all of the information provided by you during the registration process is true and accurate and correct and you are the person completing the induction. This agreement takes effect from the date when your click to continue button during the registration process. The terms and conditions will remain operative until either you or NAA terminate the services.



12. Indemnity

You hereby indemnify and hold harmless NAA (and its directors, officers, employees, control persons, vendors, licensors and agents), and any third party provider from and against any and all claims, losses, liabilities, damages, costs and expenses (including legal fees and costs on a solicitor own client basis) arising out of or related to your breach of your agreements, representations and warranties contained in this Agreement or your use of the Site (i) in violation of this Agreement, (ii) in violation of rights of NAA, and any third party information provider, including copyright, patent, trade secret, trademark, or other intellectual property rights and publicity and privacy rights, or (iii) in violation of any applicable law, rule or regulation, or (iv) your failure to maintain the security of your User Codes as applicable in accordance with this Agreement (iv) your failure to provide true and correct and accurate information upon which any representation is made by NAA to organisations that you have satisfactorily complied with the induction as to your suitability as a contractor in having understood all the processes to safely conduct your work. This indemnification shall be binding upon you and your executors, heirs, successors and assigns.

13. Miscellaneous

- a) This Agreement represents the complete and exclusive statement of the agreement and understanding between you and NAA regarding your rights to access and use the Site and information on the Site, and supersedes all prior and contemporaneous agreements and representations regarding such subject matter. Except as herein provided, no waiver, modification or amendment of any provision of this Agreement shall be effective against NAA unless the same is in writing and signed by an authorised official of NAA. NAA may modify these terms and conditions at any time upon written notice or posting to the Site. You agree that if you use the Site after such notification of changes in the Agreement, you will be bound by all such changes. At the time of such modification, you will have the opportunity to reject such modification, which rejection shall constitute a termination of this Agreement and of your rights to access and use the Site. Should any term or provision of this Agreement be deemed or held to be invalid or unenforceable, the remaining terms and provisions shall continue in full force and effect.
- b) NAA's failure to insist at any time upon strict compliance with any term of this Agreement, or any delay or failure on NAA's part to exercise any power or right given to NAA in this Agreement, or a continued course of such conduct on NAA's part shall at no time operate as a waiver of such power or right, nor shall any single or partial exercise preclude any other future exercise. All rights and remedies given to NAA in this Agreement are cumulative and not exclusive of any other rights or remedies which NAA otherwise has at law or equity.

14. Assignment

This Agreement and your rights and obligations hereunder may not be assigned by you without the written permission of NAA and shall transfer to the benefit of NAA's successors and assigns whether by merger, consolidation or otherwise. NAA may assign this Agreement or any of its rights or obligations under this Agreement to a company affiliated with, or a successor to or assignee of, NAA, or to any other third party.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND AGREE TO BE BOUND BY ALL OF ITS TERMS AND CONDITIONS.

I acknowledge that I have read and received electronically a copy of this Agreement.