

Licence Agreement
Online BICA End User Licence

BICA

("BICA")

and

THE PARTY MORE FULLY DESCRIBED IN THE AGREEMENT DETAILS

(End User)

This Online **BICA** User Licence Agreement (Licence) is a legal agreement between the End User and **BICA** for the provision of the Service by **BICA** to the End User. End-User agrees to be bound by the terms of this Licence effective upon (a) End User's acceptance of **BICA's** Agreement Terms and (b) End User's payment of the Fee as set out in the Agreement Detail (the "Effective Date"). No access online, installation, or other use of the Online **BICA** will occur until the foregoing conditions have been met. When used in this Licence, the term "Party" refers to either **BICA** or End User, and the term "Parties" refers to both **BICA** and End User.

**1. ACCEPTING THE AGREEMENT, PAYMENT, AND PRIVACY POLICY AND
END-USER OBLIGATIONS.**

1.1 The End User agrees to pay all invoices received from **BICA** for payment of the Licence Fee that are correct and issued in accordance with the provision of the Services, in the time period stated in the Agreement Details.

1.2 If the End User is paying the Licence Fee by instalments, **BICA** reserves the right to terminate online access to the Service if an instalment is not paid on time. Any failure by **BICA** to terminate access is not a waiver of **BICA's** rights under this clause.

1.3 The End User will provide **BICA** with Client Materials and reasonable assistance, including, where relevant, instructions and or decisions on queries, to enable **BICA** to perform its obligations in the delivery of the Service. The obligation to complete, correct, and provide accurate Client Material is the sole responsibility of the End User, and **BICA** accepts no responsibility or liability in relation to incomplete, incorrect, inaccurate provision of Client Material or any failure on the part of the End User to provide Client Material.

1.4 The End User will take responsibility for and pay for any costs and expenses incurred by **BICA** for unanticipated expenses, such as third-party code licenses, domain name registration, that are required to complete the Service.

1.5 The End User must pay for any enhancement to the Service beyond the agreed Specifications, as requested by the End User and agreed by **BICA** by email from time to time after the Service commences.

1.6 The End User represents and warrants that its use of the Service does not violate any applicable law or regulation and agrees to abide by the entirety of the Agreement, these

Licence terms, and any Policies and Procedures made by **BICA** in relation to the use of the Service, as specified in the Agreement Details, and which are incorporated by reference into this Licence.

1.7 Our Privacy Policy details how **BICA** handles both personal and business data to protect End User Privacy. By using the Service, the End User warrants that the information provided or entered into the **BICA** System can be used in accordance with the **BICA** Privacy Policy.

2. GRANT OF LICENCE

2.1 Subject to acceptance of the Agreement and payment of the Fee, **BICA** hereby grants to the End User a non-exclusive, non-transferable licence terminable in accordance with the Licence terms to Use (defined below) the Service and the Documentation (Licensed Materials) by way of online access in accordance with the terms and conditions of the Agreement, including this Licence.

2.2 The End User irrevocably agrees that it must read the Documentation provided (regardless of media) prior to using the Service. If the End User does not understand the Documentation, it must contact **BICA** prior to using the Service and inputting Client Material.

2.3 End User acknowledges that any and all right, title, and interest to the Intellectual Property in the Licensed Materials are and remain the sole property of **BICA** or its licensors, and End User will not at any time dispute such ownership.

2.4 Except as provided in this Licence, End User must not do any of the following: (a) use or permit the Service or Licensed Materials to be used other than in connection with its own internal business purposes; (b) remove or alter any copyright or other proprietary notices, labels, or markings on any of the Licensed Materials or fail to reproduce such notices, labels, or markings on any permitted copies of the Licensed Materials; (c) reverse engineer, reverse compile, or disassemble, or permit the reverse engineering, reverse compiling, or disassembling of the Software providing the Service or otherwise attempt to learn the source code,

3. CONFIDENTIALITY

3.1 End User hereby expressly acknowledges that the Licensed Materials contain Confidential Information of BICA and its licensors.

3.2 End User must:

(a) notify BICA immediately if End User becomes aware of any unauthorised use or attempted use, in whole or in part, of the Software providing the Service or the Licensed Materials by any third party; and

(b) in the event of End User's breach of its obligations under this Licence, without prejudice to the foregoing, take all such other steps as BICA may reasonably require, as is from time to time necessary, to protect the Confidential Information and the Intellectual Property of BICA in the Licensed Materials.

3.3 Without prejudice to any other rights or remedies which BICA may have, End User acknowledges and agrees that, in the event of any breach or threatened breach of this Clause or BICA is, without proof of special damage, entitled to apply for an injunction or other equitable remedy for such breach or threatened breach, in addition to any damages or other remedies to which it may be entitled.

4. NUMBER OF LICENCES

4.1 The Licensed Materials are licensed, and the Licence Fee calculated, on the basis of the number of employees or contractors in the employ or engagement of the End User.

(a) Minimum Licence terms are for 12 months.

(b) Fees are charged on an annual or monthly basis.

(c) If, during the term, the number of employees or contractors exceeds the number stated at the commencement of the annual licence period, then the Fee charged will be varied by BICA proportionally.

4.2 Users may not share Use of the Licensed Materials with any other individual or organisation with the exception of the BICA supplied QR Code, which may be made public if that option is selected by the End User when completing the Client Materials.

4.3 Any additional Use of the Licensed Materials beyond that expressly provided in this clause 4 requires the purchase of additional Licences.

5. BICA WARRANTIES

5.1 BICA represents and warrants it has the right, title, or authority to grant the Licence(s) hereunder.

5.2 BICA agrees to provide the Service, complying with any Specifications on the Service or Deliverables, and complying with any applicable standards, awards, laws, and regulations.

5.3 BICA does not warrant, guarantee, or represent that:

(a) the Licensed Materials will meet End User's requirements;

(b) operation of the Software will be uninterrupted or error-free; or

(c) installation, access, or operation of the Software will not affect other software or systems of End User.

5.4 BICA's entire liability and End User's exclusive remedy for defective Licensed Materials or media, including under the Australian Consumer Law, will be the repair or the replacement of such Licensed Materials or media by either BICA or its agents or contractors, or, if such Licensed Materials or media fail to be repaired or replaced, termination of this Licence.

5.5 The End User acknowledges and agrees that information provided via the help section or in any other format does not constitute professional advice, and BICA is not liable for this information. The content in the help section demonstrates how to use a part of the Licensed Material, and may not work if other items within the system are not configured correctly.

6. END USER WARRANTIES

6.1 The End User represents and warrants to BICA that it has the legal capacity to enter into the Agreement and be bound by the terms of this Licence.

6.2 The End User further warrants that:

(a) no use of the Service by the End User or authorized Users is to be in breach of any law;

(b) no Client Material provided by the End User (regardless of medium) will infringe the copyright of third parties.

7. LIMITATION OF LIABILITY

7.1 Except as expressly stated herein, to the fullest extent permitted by law (including under the Australian Consumer Law), BICA disclaims all warranties, representations, indemnities, and guarantees with respect to the Licensed Materials and all components thereof, all service releases, error corrections, upgrades, and releases for the software, whether express or implied, arising by law, custom, or prior oral or written statements made by BICA, its representatives, agents, or other third parties or otherwise, including the warranties of merchantability and fitness for a particular purpose, other than those set in the Agreement, including this Licence.

7.2 Any liability attributable to BICA is limited to the remedies contained in the Australian Consumer Law (Cth). If such legislation applies, to the extent possible, BICA limits its liability in respect of any claim to, at its option:

(a) in the case of goods, provided by BICA in the provision of the Services:

(i) the replacement of the goods or the supply of equivalent goods;

(ii) repair of the goods;

(iii) payment of the cost of replacing the goods or of acquiring equivalent goods; or

(iv) payment of having the goods repaired, and

(b) In the case of services, the:

(i) supply of the services again; or

(ii) payment of the cost of having the services supplied again.

7.3 Neither BICA, nor any of BICA's directors, employees, agents, or affiliates will be liable for any Claim, indirect, special, incidental, or consequential damages, including personal injury, property damage, lost profits, or other economic loss arising in connection with the Licence and the provision of the Services, and without limiting the foregoing, whether arising in respect of loss of data or interruption of business, or any action brought by a third party, even if it has been advised or should have known of the possibility thereof.

7.4 If a number of events give rise substantially to the same loss, they are regarded as giving rise to only one claim under this Licence.

7.5 Nothing in this clause 7 confers any right or remedy upon End User to which it would not otherwise be legally entitled, whether at law or in equity.

7.6 All timeframes estimated by BICA and communicated to the End User are estimates. BICA will endeavor to provide the Services within estimated timeframes. However, BICA is not liable for any penalties, monies, or hardships otherwise incurred by the End User if the Services cannot be provided within the estimated timeframe.

7.7 BICA does not accept losses or damages arising from software defects or other errors in the provision of the Service.

7.8 Notwithstanding any clause to the contrary contained herein, the maximum monetary amount payable by BICA in respect of any and all Claims may by the End User in any annual licence period, including a claim made under the Australian Consumer Law, is limited to the total Fee paid by the End User during the annual licence period during which such Claims were made.

8. INTELLECTUAL PROPERTY INFRINGEMENT

8.1 **BICA** will defend End User against any loss, costs, expenses, or liability, whether direct or indirect, arising out of a claim by a third party that Use of the Licensed Materials in accordance with the terms of this Licence infringes any Intellectual Property of that third party; except to the extent that the alleged infringement arises out of or is related to: (a) use of the Software in other than its specified operating environment or in combination with any equipment, devices, or software not specified in the Documentation as suitable for such use; (b) use of the Software in a manner for which it was not intended; (c) modification of the Software by anyone other than **BICA**; or (d) use of other than the most current release of the Software if the alleged infringement would have been prevented by the use of such release.

8.2 End User agrees to:

(a) give notice to **BICA** in writing of any claimed infringement as soon as practicable upon becoming aware of the same;

(b) give **BICA** the sole conduct of the defense to any claim or action in respect of any such claim and all negotiations for its settlement and must not at any time admit liability or otherwise settle or compromise or attempt to settle or compromise such claim or action except with the written consent of **BICA** (such consent not to be unreasonably withheld or delayed); and

(c) act in accordance with the reasonable instructions of **BICA** and to give to **BICA** such assistance as it reasonably requires (at the cost and expense of **BICA**) with respect to the conduct of such defense, including, without prejudice to the generality of the foregoing, the filing of all pleadings and other court processes and the provision of all relevant documents.

8.3 In the event of an infringement claim, **BICA** is entitled at its own expense and sole option (but without prejudice to any of End User's rights) and within a reasonable time either to:

- (a) procure the right for End User to continue using the Licensed Materials;
- (b) make such alterations, modifications, or adjustments to the Licensed Materials as will render them non-infringing without incurring a material diminution in performance or function;
- (c) replace the Licensed Materials with non-infringing substitutes provided that such substitutes do not entail a material diminution in performance or function; or
- (d) terminate this Licence.

The foregoing remedies constitute End User's sole and exclusive remedies, and **BICA**'s entire liability to End User with respect to any infringement claim.

8.4 End User defends and indemnifies **BICA** against any loss, costs, expenses, or liability, whether direct or indirect, arising out of a claim by a third party arising from: (a) compliance with End User's instructions; (b) claims by customers of End User related to End User's use of the Software; or (c) End User's failure to comply with any material provision of this Licence.

9. TERM AND TERMINATION

9.1 This Licence commences on the Effective Date and continues until the Expiry Date specified in the Agreement Details or until terminated in accordance with the provisions of clause 9.2 below.

9.2 This Licence may be terminated:

- (a) by **BICA**, effective immediately upon notice if End User fails to pay any sum due to **BICA** within fourteen (14) days of the date such sum is due, regardless of whether End User has received a written notice that such sum is overdue;

(b) by **BICA** if End User breaches any of **BICA**'s Policies and Procedures, which breach is not rectified within a reasonable time requested by **BICA**, except in the case of a breach which, in the sole opinion of **BICA**, is not capable of being rectified, in which case the termination is effective as at the date shown on the notice.

(c) by either Party, effective immediately upon notice if the other commits any material breach that is not capable of being remedied, or a material breach of any term of this Licence (other than one falling within clause 9.2(a) above) which is capable of being remedied and has not been remedied within thirty (30) days of a written request to remedy the same; or

(d) by either Party, effective immediately upon notice, in the event the other Party becomes subject to any voluntary or involuntary bankruptcy, insolvency, re-organization, or liquidation proceedings, makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts when due.

9.3 For the purposes of clause 9.2(b) "material breach" means a breach (including an anticipatory breach) which is serious in the widest sense of having a serious effect on the benefit which an innocent party would otherwise derive from this Licence in accordance with its terms.

9.4 Termination of this Licence is without prejudice to any rights or obligations that have accrued prior to such termination.

9.5 On termination of this Licence, all rights to Use the Service immediately terminate. Data entered into the Service System can be exported by **BICA** at the request of the End User in either a CSV file or PDF document prior to termination. However, any export after termination will be subject to a further fee. No export will be permitted after the expiration of 30 days from the termination of the Licence.

9.6 All provisions that expressly or by implication have effect after the termination or expiration of this Licence (including clauses 1.1, 3, 5, and 7) remain in force in accordance with their terms, notwithstanding the termination or expiration of this Licence.

9.7 Within seven (7) Business Days of the termination of this Licence, End User must, at **BICA**'s sole option, either return all copies of the Licensed Materials in its possession or control or destroy all copies of the Licensed Materials in its possession or control, and a duly authorised officer of End User must certify in writing to **BICA** that End User has complied with this obligation.

10. ASSIGNMENT AND SUBLICENSING

10.1 End User is not entitled to assign, charge, hold on trust for any third party or otherwise transfer this Licence or any of its rights or obligations hereunder except as expressly provided herein, without the prior written consent of **BICA**, such consent not to be unreasonably withheld.

10.2 Notwithstanding clause 10.1, either Party is entitled to assign or otherwise transfer this Licence and any of its rights or obligations hereunder to any third party as part of any merger, reorganisation, restructuring, amalgamation, or reconstruction of the firm or the group of companies of which it is an affiliate or as part of the sale of all or substantially all of its assets to a non-competitor of the other Party. Further, **BICA** may assign this Licence or any of its rights or obligations hereunder at any time to any affiliate of **BICA**.

11. SERVICE RELEASES

For the avoidance of doubt, **BICA**'s sole obligation pursuant to this Licence is with respect to the Service Release of **BICA** Software, which **BICA**, in its sole discretion, regards as the then-current Service Release.

12. CLIENT MATERIALS

Ownership of all Client Material, including Property Rights in the Client Materials, remains vested at all times in the End User. **BICA** will keep safe and secure any Client Materials it has been given for the purpose of this Service. **BICA** will copy and reproduce Client Materials only for the purpose of the provision of Service.

13. PRIVACY STATEMENT

We are committed to protecting your privacy. Authorised employees within the company on a need-to-know basis only use any information collected from individual customers. We constantly review our systems and data to ensure the best possible service to our customers. Parliament has created specific offences for unauthorised actions against computer systems and data. We will investigate any such actions with a view to prosecuting and/or taking civil proceedings to recover damages against those responsible.

14. FORCE MAJEURE

(a) Neither party is liable for any breach of its obligations under this Agreement to the extent that the breach resulted from a Force Majeure Event provided that it:

(i) promptly notifies the other party (with appropriate details); and

(ii) takes all reasonable steps to work around or reduce the effects of the Force Majeure Event.

(b) If a Force Majeure Event continues for more than 14 days or continues beyond the Service Period, **BICA** may terminate this Agreement with immediate effect.

15. GOVERNING LAW AND JURISDICTION

This Licence is governed by and construed in accordance with the laws of New South Wales, Australia, and End User irrevocably consents to the exclusive jurisdiction and venue of the courts of New South Wales, Australia.

16. EXCLUSION OF THIRD PARTY RIGHTS

This Licence is binding upon and inures to the benefit of the Parties hereto, and their successors and permitted assigns. Except as expressly set forth herein, nothing in this Licence is intended, nor is deemed, to confer any benefits on any third party, including any customers or Users of End User, nor will such person or entity have any right to seek, enforce or recover any right or remedy with respect hereto.

17. WAIVER

17.1 A waiver of any term, provision, or condition of, or consent granted under this Licence is effective only if given in writing and signed by the waiving or consenting Party and then only in the instance and for the purpose for which it is given.

17.2 No failure or delay on the part of any Party in exercising any right, power, or privilege under this Licence operates as a waiver thereof, nor does any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

17.3 No breach of any provision of this Licence can be waived or discharged except with the express written consent of the non-breaching Party.

17.4 The rights and remedies herein provided are cumulative with and not exclusive of any rights or remedies provided by law.

18. NOTICES

Any notice, demand, or other communication given or made under or in connection with the matters contemplated by this Licence must be in writing and personally delivered or sent by fax or email or prepaid first-class mail to the registered office or primary address of the relevant Party and is deemed to have been duly given or made as follows:

- (a) if personally delivered, upon delivery;
- (b) if sent by first-class mail within Australia, two (2) Business Days after the date of posting;
- (c) if sent by air mail from outside Australia, five (5) Business Days after the date of posting; and
- (d) if sent by fax or email, when dispatched unless sender receives a transmission failure or for an email a rejection notice from recipients' systems, provided that if, in accordance with the above provision, any such notice, demand, or other communication would otherwise be deemed to be given or made after 5.00 p.m., such notice, demand, or other communication is deemed to be given or made at 9.00 a.m. on the next business day.

19. INVALIDITY AND SEVERABILITY

19.1 If any provision of the Agreement, including this Licence, is or becomes (whether or not pursuant to any judgement or otherwise) invalid, illegal, or unenforceable in any respect under the law of any jurisdiction:

- (a) the validity, legality, and enforceability under the law of that jurisdiction of any other provision; and
- (b) the validity, legality, and enforceability under the law of any other jurisdiction of that or any other provision,

is not affected or impaired in any way thereby.

19.2 If any provision of the Agreement, including this Licence, is held to be void or declared illegal, invalid, or unenforceable for any reason whatsoever, such provision will be divisible from the Agreement or this Licence and deemed to be deleted from the Agreement or Licence, and the validity of the remaining provisions is not affected.

In the event that any such deletion materially affects the interpretation of the Agreement or Licence, then the Parties will negotiate in good faith with a view to agreeing to a substitute provision that as closely as possible reflects the commercial intention of the Parties.

20. ENTIRE AGREEMENT

20.1 The Agreement and this Licence embody and set forth the entire agreement and understanding of the Parties and supersede all prior oral representations (including negligent representations) or written agreements, understandings, or arrangements with respect to the subject matter hereof. Neither Party is entitled to rely on any agreement, understanding, or arrangement which is not expressly in the Agreement and this Licence.

20.2 The Agreement and these Licence terms may be amended only by a written document signed by both of the Parties.

21. DISPUTE RESOLUTION PROCEDURE

The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to this Licence promptly through negotiations between the respective senior executives of the Parties who have authority to settle the same. If the matter is not resolved through negotiation, the Parties will attempt in good faith to resolve the dispute or claim through an Alternative Dispute Resolution (“ADR”) procedure. If the matter has not been resolved by an ADR procedure within sixty (60) days of the initiation of such procedure, the dispute may be referred to litigation. Nothing in this Clause 20 limits either Party’s ability to seek injunctive relief or other emergency relief.

22. GST

22.1 **Meaning of words** Words used in this clause but not defined in the Agreement or this Licence have the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

22.2 **Amounts exclusive of GST** Unless otherwise expressly stated in this Agreement, all amounts payable or consideration to be provided under or in accordance with this Agreement are exclusive of GST.

22.3 **Payment of GST** The recipient of the taxable supply must pay to the supplier an additional amount equal to the GST payable on or for the taxable supply subject to the recipient receiving a valid Tax Invoice in respect of the supply at or before the time of payment.

Payment of the additional amount will be made at the same time as payment for the taxable supply is required to be made in accordance with this Agreement.

If this Agreement requires a party to pay for, reimburse or contribute to any expense, loss or outgoing (“reimbursable expense”) suffered or incurred by another party, the amount required to be paid, reimbursed or contributed by the first party will be the sum of:

(a) the amount of the reimbursable expense net of input tax credits (if any) to which the other party is entitled in respect of the reimbursable expense (“net amount”); and

(b) if the other party’s recovery from the first party is a taxable supply, any GST payable in respect of that supply, such that after the other party meets the GST liability, it retains the net amount.

23. DEFINITIONS AND INTERPRETATION

In this Licence, the following words and expressions have the following meanings:

“Agreement” means the Online BICA Software Agreement, comprising Agreement Details, Agreement Terms, the Online BICA Software Licence End User Agreement, and all annexures, schedules thereto, and including without limitation all BICA Policies and Procedures, updates and BICA Service Releases, as may be varied and modified from time to time.

“Agreement Details” means that section of the Agreement which sets out the description of services to be provided, the licence fee payable, schedules, annexures or attachments.

“Agreement Terms” means that section of the Agreement which sets out the agreement of the parties and the acceptance by the End User of the Agreement, including all its terms and conditions.

“Claim” means any present or future, actual or contingent, right remedy, entitlement, demand, proof of debt, action, suit, or proceeding for damages, loss, debt, costs (including legal costs and expenses), restitution, equitable compensation, account, injunctive relief, specific performance, or any other remedy, whether by the original claim, cross-claim, or otherwise, whether arising at common law, in equity, under statute, or otherwise arising out of or in connection with the facts or matters referred to or alleged in or concerning this Agreement.

“Client Material” means data, user-submitted content, documents, images, and other material provided by the End User to BICA for use in the delivery of the Service.

“Confidential Information” means the terms of this Licence and all information, which is not publicly known, relating to the business, customers, or financial or other affairs of BICA, Reseller, or any BICA affiliate or licensor.

“Documentation” means the instruction manuals, user guides, and other documentation and technical information with respect to the Service to be made available from time to time during the term of this Licence to End User in either printed or machine-readable form.

“Fee” means the Licence Fee BICA charges the End User for the provision of the Service as set out in the Agreement Details.

“Force Majeure Event” means any event that is outside the reasonable control of the affected party and could not have been prevented by that party taking all reasonable steps.

“Intellectual Property” means patents, rights in design, utility models, trademarks, service marks, trading, business or domain names and email addresses, copyrights (including any rights in arrangements, websites, or software in source, object, or other form), rights in inventions, know-how, trade secrets and other confidential information, rights in databases, and all other proprietary rights of a similar or corresponding nature which exist now or in the future in all parts of the world, whether registered or not, and any applications to register, or rights to apply for registration of, any of the foregoing.

“Licensed Materials” means the software and other proprietary and technical know-how inherent in the software providing the Service, including the Documentation.

“Policies and Procedures” means each and all of the documents referred to in the Agreement Terms, as varied and modified from time to time, and any additional policies and procedures made during the term of the Agreement.

“Service” means the Online BICA Software as more particularly specified at – [BICA PLATFORM](#)

“Service Release” means any generally distributed update to the Software underlying the Service, which is identified by a Service Release (SR) number, including corrections.

“Specifications” means the functionality of the Service as set out at: www.bicapplatform.com.au

“Software” means those BICA proprietary software programs used by BICA to provide the Service to the End User and includes any Service Release, version upgrades, corrections, point upgrades, adaptations, modifications, localization, and changes thereto.

“Use” means use of the Service solely in connection with the internal business purposes of End User and solely for the number of employees or contractors for which End User has purchased Licence(s).

“User” means any individual within End User’s organisation authorised by End User to Use the Service.

Privacy Policy

Privacy Policy

There are many ways you can use our services - to share information, to communicate with other people, or to create new content. When you share information with us, for example, by creating an account, we can make those services even better. This will help you connect with people or to make sharing with others quicker and easier. As you use our services, we want you to be clear how we are using information and how you can protect your privacy.

Our Privacy Policy explains:

- what information is collected and why we collect it;
- how we use that information;
- the choices we offer, including how to access and update information.

We have tried to keep it as simple as possible, but if you're not familiar with terms like cookies, IP addresses, and browsers, then read about these key terms first. Your privacy matters to us, whether you are new to BICA or a long-time user. Please do take the time to get to know our practices - and if you have any questions, contact us.

Information we collect

We collect information to provide better services to all our users, from figuring out necessary information like which language you speak to more complex things like what content of ours matters most to you.

We collect information in two ways:

Information you give us. For example, many of our services require you to sign up for a BICA account. When you do, we will ask for personal information, like your name, email address, telephone number, or credit card. We may present your name, email address, or image to other people associated with your account to assist in sharing or recommendations.

Information we get from your use of our services. We may collect information about the services you use and how you use them. Like when you visit a website that uses our services or when you view and interact with our content.

This information includes:

- **Device information:** We may collect device-specific information (such as your hardware model, operating system version, unique device identifiers, and mobile network information, including phone number). BICA may associate your device identifiers or phone number with your BICA Account.
- **Log information:** When you use our services or view content provided by BICA, we may automatically collect and store certain information in server logs. This may include details of how you used our service, such as your search queries, telephony log information like your phone number, internet protocol address, device event information, and cookies that uniquely identify your browser or your BICA Account.
- **Location information:** When you use a location-enabled BICA service, we may collect and process information about your actual location, like GPS signals sent by a mobile device. We may also use various technologies to determine your location, such as sensor data from your device that may provide information on nearby Wi-Fi access points and cell towers.
- **Unique application numbers:** Specific services include a unique application number. This number and information about your installation (for example, your operating system and application version number) may be sent to BICA when you install or uninstall that service. Information about your installation may also be received when that service periodically contacts our servers, such as for automatic updates.
- **Local storage:** We may collect and store information, including personal information, locally on your device using mechanisms such as browser web storage (including HTML 5) and application data caches.
- **Cookies and anonymous identifiers:** We use various technologies to collect and store information when you visit BICA service. This may include sending one or more cookies or anonymous identifiers to your device. We also use cookies and anonymous identifiers when you interact with services we offer to our partners, such as advertising services, or BICA features that may appear on other sites.

How we use the information we collect

We use the information we collect from all of our services to provide, maintain, protect, and improve our services, to develop new services, and to protect BICA and our users. We also use this information to offer you tailored content.

We may use the name you provide for your BICA Profile across all the services we offer that require a BICA Account. In addition, we may replace past names associated with your BICA Account so that you are represented consistently across all our services. If other users already have your email or additional information that identifies you, we may show them your publicly visible BICA Profile information, such as your name and photo.

When you contact BICA, we may keep a record of your communication to help solve any issues you might be facing. We may use your email address to inform you about our services, such as letting you know about upcoming changes or improvements. We use information collected from cookies and other technologies to improve your user experience and the overall quality of our services.

We may combine information from one service, including personal information, into other BICA services - for example, to make it easier to share things with people you know.

We will ask for your consent before using information for a purpose other than those that are set out in this Privacy Policy. BICA processes personal information on our servers in many countries around the world. We may process your personal information on a server located outside the country where you live.

Transparency and choice

People have different privacy concerns. Our goal is to be clear about what information we collect so that you can make meaningful choices about how it is used and control who you share information with.

You may also set your browser to block all cookies, including cookies associated with our services, or to indicate when a cookie is being set by us. However, it's important to remember that many of our services may not function properly if your cookies are disabled. For example, you may not be able to utilize other services.

Information you share

Many of our services let you share information with others. Remember that when you share information publicly, it may be indexable by search engines. Our services provide you with different options on sharing and removing your content.

Accessing and updating your personal information

Whenever you use our services, we aim to provide you with access to your personal information. If that information is wrong, we strive to give you ways to update it quickly or to delete it - unless we must keep that information for legitimate business or legal purposes. When updating your personal information, we may ask you to verify your identity before we can act on your request.

We may reject unreasonably repetitive requests or requests that require disproportionate technical effort (for example, developing a new system or fundamentally changing an existing practice). We will also reject requests that risk the privacy of others or would be extremely impractical (for instance, requests concerning information residing on backup tapes).

Where we can provide information access and correction, we will do so for free, except where it would require a disproportionate effort. We aim to maintain our services in a manner that protects information from accidental or malicious destruction. After you delete information from our services, we may not immediately delete residual copies from our active servers and may not remove information from our backup systems to maintain this protection.

Should you wish to opt-out of our data collection and have your personally identifiable information removed, then email us at info@bicaplatform.com.au

Information we share

We do not share personal information with companies, organizations, and individuals outside of BICA unless one of the following circumstances apply:

- With your consent, we will share personal information with companies, organizations, or individuals outside of BICA when we have your consent to do so. We require opt-in consent for the sharing of any sensitive personal information.
- With account administrators. If your BICA Account is managed for you by an organization administrator, then your organization's administrator and resellers who provide user support to your organization will have access to your information, including your email and other data. Your account administrator may be able to:
 - View statistics regarding your account.
 - Change your account password.
 - Suspend or terminate your account access.
 - Access or retain information stored as part of your account.
 - Receive your account information to satisfy applicable law, regulation, legal process, or enforceable governmental request.
 - Restrict your ability to delete or edit information. Please refer to your account administrator's privacy policy for more information.

- For external processing. We provide personal information to our affiliates or other trusted businesses or persons to process it for us. This information is based on our instructions and in compliance with our Privacy Policy and any other appropriate confidentiality and security measures.
- For incident response and maintenance. We may share personal information with third-party service providers of BICA to perform maintenance or respond to technical incidents affecting our services. Information will only be shared if it is deemed essential to operations and is in compliance with our Privacy Policy and appropriate confidentiality and security measures.
- For legal reasons. We will share personal information with companies, organizations, or individuals outside of BICA only if we believe that access, use, preservation, or disclosure of the information is necessary to:
 - Meet any applicable law, regulation, legal process, or enforceable governmental request.
 - Enforce applicable Terms of Service, including an investigation of potential violations.
 - Detect, prevent, or otherwise address fraud, security, or technical issues.
 - Protect against harm to the rights, property, or safety of BICA, our users, or the public as required or permitted by law.

We may share aggregated, non-personally identifiable information publicly and with our partners - like publishers, advertisers, or connected sites. For example, we may share information publicly to show trends about the general use of our services. This could also include government bodies, industry groups, insurers, and educational/training facilities.

If BICA is involved in a merger, acquisition, or asset sale, we will continue to ensure the confidentiality of any personal information. Affected users will be provided notice before any personal information is transferred or becomes subject to a different privacy policy.

Information security

We work hard to protect BICA and our users from unauthorized access to or unauthorized alteration, disclosure, or destruction of information we hold. In particular:

- We encrypt many of our services using Secure Sockets Layer (SSL) or Transport Layer Security (TLS).
- We review our information collection, storage, and processing practices, including physical security measures, to guard against unauthorized access to systems.
- We restrict access to personal information to BICA employees, contractors, and agents who require that information to process it for us. All said parties

are subject to strict contractual confidentiality obligations and may be disciplined or terminated if they fail to meet these obligations.

Application

Our Privacy Policy applies to all of the services offered by BICA Inc. and its affiliates, including services offered on other sites but excludes services that have separate privacy policies that do not incorporate this Privacy Policy.

Our Privacy Policy does not apply to services offered by other companies or individuals, including products or sites that may be displayed to you in search results, sites that may include BICA services, or other sites linked from our services. Our Privacy Policy does not cover the information practices of other companies and organizations who advertise our services.

Enforcement

We regularly review our compliance with our Privacy Policy. We also adhere to several self-regulatory frameworks. When we receive formal written complaints, we will contact the person who made the complaint to follow up. We will work with the appropriate regulatory authorities, including local data protection authorities, to resolve complaints regarding the transfer of personal data that we cannot resolve with our users directly.

Changes

Our Privacy Policy may change from time to time. We will not reduce your rights under this Privacy Policy without your explicit consent. We will post any privacy policy changes on this page and, if the changes are significant, provide a more prominent notice (including, for certain services, email notification of privacy policy changes). We will also keep prior versions of this Privacy Policy in an archive for your review.

TERMS AND CONDITIONS

1. General:

a) Thank you for visiting our website, operated by BICA. By accessing, browsing, using or purchasing from BICA (Website) you signify your acceptance of these terms and conditions (Terms). If you do not agree with any part of these Terms, you must not access, browse, use or purchase from our Website.

2. Definitions:

"Seller, we, us or our" means BICA (16 103 420 551)

"Buyer, you, your or user" means any person, body corporate or entity which purchases, orders or uses Products or Content;

"Products" means all documents or other deliverables, in whatever form, provided by the Seller to the Buyer or to be delivered by the Seller to the Buyer;

"Content" refers collectively to all Products and publicly accessible website content including data, text, images, sounds, videos, and animations relating to Products and/or industry information, product previews and reviews, OHS news, and blog posts.

3. Website content and access:

a) There may be times when our Website is not available, and we can't guarantee that our Website is secure, free from viruses, errors, interruptions or free from anything else which may damage any computer which accesses our Website or any data on such a computer.

If you do not agree to any part of these Terms, you must not access, browse, use, or purchase from our Website;

b) While we take reasonable care in preparing and maintaining the Website, Content, and Products, to the maximum extent permitted by law, we do not warrant or guarantee the accuracy, reliability, adequacy, completeness, fitness for a particular purpose, or suitability of any of the Content. Our Content does not take into account your specific needs, objectives, or circumstances, and it is not a substitute for professional advice. Our Content is generic and may include inaccuracies and other errors and is provided "as is" with all faults, whether or not the Content is modified by the user;

c) To the maximum extent permitted by law, we make no express or implied representations or warranties of any kind related to our Website or the Content. To the maximum extent permitted by law, you agree to indemnify and hold us and our related entities, harmless against any liability, arising either directly or indirectly from, or in connection with, the use of, or reliance on, our Website or Content; a breach of these Terms; or a breach of any applicable laws. This indemnity is a continuing obligation, independent from the other obligations under these Terms, and continues after these Terms end. We will not or incur any Liability before enforcing a right of indemnity under these Terms;

d) Our Website and Content may contain links to other websites or may reference content generated by other people. We don't take any responsibility for any websites or content of third parties;

e) The Products you order through our Website will be delivered electronically to you within a reasonable time upon the receipt of payment. The delivery instructions and receipt of payment will be provided to you by email;

f) Our Website and Content are subject to change at any time without notice;

g) The user acknowledges and agrees that:

BICA may hold users' contact details for the purposes of completing an order or for contacting the user concerning its dealings with BICA;

All Content on this site remains the property of BICA. Unauthorised use, copying or distribution of content or material by the user is prohibited;

In the event a Product is listed at an incorrect price or with an incorrect description, BICA reserves the right to refuse or cancel an order;

h) If you do not agree with these Terms, then your sole remedy is to discontinue the use of the Content and Website.

4. Licence to use our Website:

a) We grant you a non-exclusive, royalty-free, revocable, worldwide, non-transferable licence to use our Website in accordance with these Terms.

5. Intellectual property rights:

a) We, together with our licensors, own and control all the copyright and other intellectual property rights in our Website and the Content (including without limitation the text, computer code, artwork, photographs, images, music, audio material, video material, and audio-visual material on the Website) and all the copyright and other intellectual property rights in our Website and Content are reserved;

b) You may view our Website in a web browser and print pages from our Website for your own personal purposes (as reasonably contemplated by these Terms), but you must not use our Website for any other purposes. Except as we have expressly permitted in these Terms, you must not:

- edit or otherwise modify any Content on our Website;
- unless you own or control the relevant rights in the Content, republish Content from our Websites (including republication on another website), rent, lease, distribute, license, sublicense, sell, reproduce, circulate, retransmit, transfer, assign, distribute, disseminate, or otherwise provide access to or commercially exploit the Content on our Website; and
- cause any of our Content to be framed or embedded in another website or platform or create derivative works from our Content;

c) Your use of our Website and your use of and access to any Content does not grant or transfer to you any rights, title or interest in relation to our Website or our Content. Our logo and those of our products are trademarks of BICA or its affiliates and unauthorised use is prohibited.

6. Competitors are excluded from using our Website and Content:

a) You are prohibited from using our Website, including our Content, in any way that competes with our business;

b) If we determine that you have breached these Terms, to the full extent permitted by law, then you agree that we may recover from you and incurred loss or damages including:

- any revenue you have gained through the unauthorised use of our Content;
- any revenue we have lost as a result of the unauthorised use of our Content;
- the costs of our investigation into the unauthorised use of our Content; and
- the costs of recovering the unauthorised Content, lost revenue, and the revenue you gained.

7. We do not provide legal or other professional advice:

a) The user acknowledges and agrees that:

- We do not provide legal or other professional advice;
- BICA is not a professional services firm;
- Our customer service staff provide information to help the Buyer answer questions regarding the ordering of a Product and the assistance is provided as information only, not advice;
- Only you are aware of the purpose for which a Product or information will be used. Therefore, we cannot guarantee any Product ordered will be suitable for your particular needs or is fit for a particular purpose;
- The Buyer must consult with an appropriately qualified professional for advice concerning the suitability of any Product you order from us.

8. Refund Policy:

a) At BICA, every effort is made to ensure our Products are of the highest quality and are developed with best practices in mind. It is our policy to ensure all our Products match the product descriptions listed on our website.

b) If you have a minor problem with a product, please let us know immediately. We will use reasonable efforts to rectify the problem within seven days and issue a replacement Product. The replaced Product will be of an identical type to the Product originally supplied.

c) If you have identified a major problem with a product that cannot be easily rectified, you may request a refund. For these terms and conditions, a product has a major problem when:

- it is significantly different from the sample or description;
- it is substantially unfit for its common purpose and cannot easily be fixed within a reasonable time;

d) If you prefer an alternative to a refund, a store credit may be offered. We ask that you please choose carefully before making your purchase as we do not refund for incorrect choice or change of mind;

e) If you have any queries regarding any of our Products or services, please feel free to call our office on 1300 059 020 during business hours.

9. License Terms for Products:

- a) By agreeing to these Terms, you understand that you are purchasing a single-user licence for any Product at the time of purchase. The licence is not exclusive and is not transferable;
- b) Products cannot be forwarded to a third party for their use or resold for any reason whatever without written permission from BICA;
- c) BICA Resellers are required to obtain a separate licence to supply BICA Products to a third party.

10. Tendering:

- a) Products purchased from BICA may be submitted for tender application purposes on a confidential basis, and at no time are to be publicly distributed.

11. Warranties:

- a) Under applicable law (including, without limitation the Competition and Consumer Act 2010 (Cth) (CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) will be implied into these Terms (Non-Excluded Guarantees);
- b) We acknowledge that nothing in these Terms purports to modify or exclude the Non-Excluded Guarantees;
- c) Except as expressly set out in these Terms or in respect of the Non-Excluded Guarantees, we make no warranties or other representations under these Terms including but not limited to the quality or suitability of the Products for specific sites. Our liability in respect of these warranties is limited to the fullest extent permitted by law;
- d) If the Buyer is a consumer within the meaning of the CCA, our liability is limited to the extent permitted by section 64A - Schedule 2;
- e) If we are required to replace the Products under this clause or the CCA but are unable to do so, we may refund any money the Buyer has paid for the Products;
- f) If the Buyer is not a consumer within the meaning of the CCA, our liability for any defect or damage in the Product will be negated absolutely;
- g) To the extent permitted by law, we will not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:
 - The Buyer using the Products for any purpose other than that for which they were designed;
 - The Buyer failing to conduct on-site auditing and/or identifying site-specific risks;
 - The Buyer failing to appropriately modify the Product to site-specific risks, hazards, or other conditions
 - A third party failing to accept or approve the Product as suitable for the third parties' use;
 - The Buyer continuing the use of any Product after any defect became apparent or should have become apparent to a reasonably prudent operator or user;

- The Buyer failing to follow any instructions or guidelines provided by Us;
- The Buyer failing to obtain professional advice regarding specific use of the Product.

12. News Subscribers:

- a) An email is sent when news articles have been created. You are only sent emails regarding stories from the BICA page;
- b) You can opt-out at any time, by clicking on the opt-out link at the bottom of each email.

13. Product Updates and General News:

- a) Periodically BICA will send out information regarding new Product releases and pertinent industry information;
- b) You can opt-out at any time, by clicking on the opt-out link at the bottom of each email.

14. Privacy statement:

- a) We respect your privacy;
- b) When you enter information into our site (contact us, sign-up, or purchase a product), the info is stored on our host's secure servers. We receive email notification about your order/request, but your payment (credit card) information is not transmitted via an insecure method, or via email;
- c) Our site uses cookies to enhance your experience with us - saves you from having to enter your information on our site twice.
- d) Your information is held in a secure environment. When logged in, or 'checking out', you can see the small padlock icon in many browsers that indicates you are in a secure environment. You can double click this icon to see our SSL Certificate;
- e) You can view our privacy policy here;
- f) If you have any questions, comments, and concerns about privacy then please don't hesitate to contact us.

15. Limitation of liability:

- a) To the maximum extent permitted by law, we and our related entities exclude completely all liability whatsoever for any loss or damage of any kind (including special, indirect, or consequential loss and including loss of business profits) however caused (including negligence) arising out of or in connection with the Website (including any use, performance of, interruption to, or outage of, our Website); the Content (including if our Content is incorrect, incomplete, or out-of-date) and any loss or corruption of data;
- b) By using our Website, you agree that the exclusions and limitations of liability set out in these Terms are reasonable.

16. Updating Content and Terms:

- a) We may update these Terms, any of the policies referred to in these Terms, or any of the features of our Website without notice by posting a new version on our Website;
- b) Our Content is subject to change at any time without notice;
- c) You should check our Website regularly to ensure you are familiar with any changes.

17. General legal terms:

- a) BICA is an Australian company. These Terms are governed by the laws of New South Wales, Australia, and you agree to submit to the exclusive jurisdiction of the courts in New South Wales, Australia irrespective of where you are located;
- b) If any provision of these Terms is held to be invalid, illegal, or unenforceable, that provision shall be deemed omitted to the extent that it is invalid, illegal, or unenforceable, and the remainder of the Terms shall be construed in a manner as to give the greatest effect to the original intention;
- c) You may not assign, sub-license, or otherwise transfer any of your rights under these Terms;
- d) You agree to use your best endeavours to resolve any dispute arising out of or relating to these Terms, with us, before resorting to any external dispute resolution process. Please notify us in writing of any dispute you may have;
- e) Any notices to us, and any questions, concerns, or complaints relating to our Website must be in writing and addressed to: Enquiry Officer, BICA by email to: info@bicaplatform.com.au