



## OneVault Website Terms and Conditions

### 1. Acceptance and Application

- 1.1 These Terms and Conditions govern your access to and use of:
- (a) the websites located at [onevault.net.au](http://onevault.net.au), [onevaultenterprises.com](http://onevaultenterprises.com), [onevaultenterprises.com.au](http://onevaultenterprises.com.au) and any related domains or sub-domains; and
  - (b) any software platforms, applications, products and services provided by OneVault Enterprises Pty Ltd (ABN 14 169 839 052), including without limitation the OV platform and ONDIS (together, the Services).
- 1.2 A legally binding agreement between you and OneVault arises when you:
- (a) access or use the Website;
  - (b) request, accept or approve a proposal or quotation issued by OneVault;
  - (c) pay any invoice issued by OneVault;
  - (d) subscribe to ONDIS or provide payment details for recurring billing;
  - (e) are issued login credentials for any part of the Services; or
  - (f) access or log into any part of the Services after being presented with notice that such access constitutes acceptance of these Terms and the Privacy Policy.
- 1.3 If you do not agree to these Terms, you must immediately cease using the Website and must not access or use the Services.
- 1.4 If you are entering into these Terms on behalf of a company, partnership, government body or other entity, you warrant that you have full authority to bind that entity and that the entity agrees to be bound by these Terms.
- 1.5 We may amend these Terms at any time by publishing an updated version on the Website. Unless otherwise stated, amendments take effect upon publication.
- 1.6 Your continued use of the Website or the Services after publication of amended Terms constitutes acceptance of those amended Terms.

1.7 Where we enter into a separate written agreement with you (including an enterprise or government contract), that written agreement prevails to the extent of any inconsistency with these Terms.

## **2. Client Data, Authority and Compliance**

2.1 The Services may enable you to upload, store, transmit, host or otherwise process information, documents and data, including Personal Information and Sensitive Information (as defined in the Privacy Act 1988 (Cth)) (Client Data).

2.2 As between you and OneVault:

- (a) you retain ownership of all Client Data;
- (b) you are solely responsible for the content, accuracy, quality and legality of Client Data;
- (c) you determine the purposes for which Client Data is processed; and
- (d) OneVault provides the Services as a technology platform and does not assume responsibility for the substance of Client Data.

2.3 You warrant and represent that, prior to uploading any Client Data, you have:

- (a) obtained all necessary consents, authorisations and lawful bases required under applicable law;
- (b) provided all notifications required under the Privacy Act 1988 (Cth), the Australian Privacy Principles and any applicable health or disability services legislation;
- (c) complied with all obligations relating to the collection, use, disclosure and storage of Personal Information and Sensitive Information; and
- (d) ensured that OneVault's processing of Client Data in accordance with these Terms will not cause OneVault to breach any law.

2.4 You must not upload or transmit Client Data that:

- (a) is unlawful, defamatory, misleading or deceptive;
- (b) infringes intellectual property, privacy or confidentiality rights;
- (c) contains malicious code, viruses or harmful material; or
- (d) exposes OneVault to regulatory, criminal or civil liability.

2.5 You acknowledge that OneVault does not actively monitor or verify Client Data and is not responsible for reviewing the legality or accuracy of Client Data, except to the extent required to provide the Services or comply with law.

- 2.6 To the maximum extent permitted by law, you indemnify and hold harmless OneVault, its officers and employees from and against any loss, liability, claim, penalty, regulatory action, damage or expense (including reasonable legal costs) arising out of or in connection with:
- (a) your breach of this clause;
  - (b) any allegation that Client Data infringes the rights of any person;
  - (c) any failure by you to obtain required consents or lawful authority; or
  - (d) any regulatory investigation arising from your handling of Client Data.
- 2.7 Nothing in this clause transfers regulatory responsibility from you to OneVault. You remain responsible for compliance with all laws applicable to your collection and use of Client Data.

### **3. Warranties and Disclaimers**

- 3.1 The Website and the Services are provided on an “as is” and “as available” basis.
- 3.2 To the maximum extent permitted by law, OneVault does not warrant or represent that:
- (a) the Website or Services will be uninterrupted, secure or error-free;
  - (b) defects will be corrected;
  - (c) the Services will meet your specific requirements;
  - (d) the Services are suitable for your particular regulatory, accreditation, compliance or operational needs; or
  - (e) any information or content provided through the Website or Services is complete, current or free from error.
- 3.3 The Services are technology tools designed to assist organisations in managing documentation, governance, risk, incidents, feedback and related operational processes. The Services do not constitute legal, regulatory, clinical, accreditation, certification, verification or professional advice and do not guarantee regulatory compliance, NDIS registration, certification or verification, accreditation outcomes, audit results, clinical safety or operational performance.
- (a) ONDIS is a software-enabled compliance support system and does not constitute legal advice, certification services, verification services, accreditation services, audit services or regulatory approval services.

(b) Use of ONDIS does not guarantee compliance with NDIS Practice Standards, successful certification, successful verification, registration approval, audit outcomes or regulatory acceptance.

3.4 You acknowledge that you are solely responsible for:

(a) To the maximum extent permitted by law, you acknowledge that no representations, warranties or statements made outside these Terms or a written agreement signed by OneVault form part of the agreement between the parties.

(b) determining whether the Services are appropriate for your organisation;

(c) ensuring that your use of the Services complies with applicable laws and standards; and

(d) obtaining independent professional advice where required.

3.5 Except as expressly stated in these Terms, all implied warranties, guarantees, conditions or representations are excluded to the maximum extent permitted by law.

3.6 Nothing in these Terms excludes, restricts or modifies any consumer guarantee, right or remedy conferred by the Competition and Consumer Act 2010 (Cth) or any other applicable law that cannot be excluded.

3.7 Where liability for breach of a statutory guarantee cannot be excluded, our liability is limited, at our option and to the maximum extent permitted by law, to:

(a) the resupply of the Services; or

(b) the payment of the cost of having the Services supplied again.

#### **4. Services and Subscriptions**

4.1 OneVault provides access to the Services on a subscription or licence basis, subject to payment of applicable fees.

4.2 Access to the Services is conditional upon:

(a) payment of all applicable fees; and

(b) compliance with these Terms.

4.3 The scope of access granted to you, including the number and type of user accounts permitted, is determined by:

(a) the quotation or proposal accepted by you;

- (b) the invoice issued to you; or
- (c) the subscription plan selected by you through the Website.

- 4.4 We may modify, update, enhance or discontinue features of the Services from time to time, provided that such modifications do not materially deprive you of the core functionality of the Services during a paid subscription term.
- (a) OneVault may modify the structure, appearance, workflows, interfaces and operational methods of the Services provided the core functionality of the applicable subscription remains materially available.
- 4.5 You must ensure that all users accessing the Services under your account comply with these Terms. You are responsible for all activity conducted under your account credentials.
- 4.6 You must not:
- (a) permit unauthorised third parties to access the Services;
  - (b) resell, sublicense, distribute or commercially exploit the Services without our prior written consent;
  - (c) circumvent or attempt to circumvent any user limits or technical restrictions imposed by the Services; or
  - (d) access the Services for the purpose of developing a competing product or service.
  - (e) use the Services, Documentation Materials or platform outputs to train, benchmark or develop competing artificial intelligence systems, automation systems or competing compliance platforms.
- 4.7 Suspension does not relieve you of your obligation to pay any fees due during the period of suspension.
- 4.8 The Services are not a substitute for internal governance, management oversight or professional judgement.

## **5. Fees and Payment**

- 5.1 You must pay all fees applicable to your use of the Services in accordance with the pricing agreed between you and OneVault. Fees are payable regardless of actual usage of the Services.

- 5.2 Fees are exclusive of GST unless otherwise stated. You must pay any applicable GST in addition to the stated fees.
- 5.3 Fees are calculated based on the number and type of user licences allocated to your account. A user licence is billable for as long as it exists within your account. Disabling or suspending a user does not remove the obligation to pay applicable fees. Only permanent deletion of a user licence prior to the commencement of a new billing cycle will remove it from future billing cycles. For billing purposes, the number of user licences is determined by the system records maintained by OneVault.
- (a) User licences are allocated licences and not concurrent usage licences unless expressly agreed otherwise in writing.
- 5.4 Where you acquire access to the OV platform under an invoice arrangement:
- (a) fees are payable in accordance with the payment terms stated on the invoice;
- (b) access to the Services may be withheld until payment is received, unless otherwise agreed in writing;
- (c) if payment is not received by the due date, OneVault may suspend access to the Services upon 7 days' written notice; and
- (d) continued non-payment may result in termination in accordance with clause 6.

### **ONDIS – Subscription Model**

- 5.5 Where you subscribe to ONDIS:
- (a) you authorise OneVault to charge the nominated payment method for all recurring subscription fees;
- (b) subscriptions automatically renew for successive terms equal to the initial subscription term unless cancelled in accordance with clause 6;
- (c) If a payment fails, is declined or is not successfully processed on the due date, access to ONDIS may be automatically suspended until payment is successfully processed.
- (d) you are responsible for ensuring payment details remain current and valid.

### **General Billing Terms**

- 5.6 Fees once paid are non-refundable, including where you elect to terminate during a subscription term, except where required by law.
- 5.7 Cancellation of a subscription takes effect at the end of the current paid term. No pro-rata refunds will be provided.
- 5.8 You may not withhold, set off or deduct any amounts from fees payable unless required by law.
- 5.9 OneVault may vary pricing upon renewal by providing at least 30 days' notice prior to the commencement of the next subscription term.
- 5.10 Where a separate written agreement applies, that agreement prevails to the extent of any inconsistency with this clause.

### **Third-Party Payment Processors**

- 5.11 Subscription payments may be processed through third-party payment processors, including Stripe or other authorised payment gateway providers (Payment Processor).
- 5.12 By providing payment details, you authorise OneVault and the Payment Processor to:
- (a) charge the applicable subscription fees;
  - (b) store payment credentials in accordance with the Payment Processor's security standards; and
  - (c) process recurring transactions in accordance with your subscription selection.
- 5.13 Payment processing services are subject to the terms and conditions and privacy policies of the relevant Payment Processor. OneVault is not responsible for the operation, security or availability of any Payment Processor.
- 5.14 You acknowledge that OneVault does not store full credit card details and relies on the Payment Processor for secure transaction handling.
- 5.15 You remain responsible for any fees, reversals, chargebacks or penalties arising from failed or disputed transactions.

## **6. Term, Renewal and Termination**

- 6.1 The Services are provided for the subscription term agreed between the parties (Initial Term).
- 6.2 Unless terminated in accordance with these Terms, subscriptions automatically renew for successive terms equal in length to the Initial Term (Renewal Term).

### **Termination for Convenience**

- 6.3 Either party may terminate the Services for convenience by providing not less than 30 days' written notice to the other party.
- 6.4 Where termination for convenience is given:
- (a) termination will take effect at the expiry of the 30-day notice period;
  - (b) no refunds will be provided for any fees paid in advance; and
  - (c) all outstanding fees remain payable.

### **Termination for Breach**

- 6.5 Either party may terminate immediately by written notice if the other party:
- (a) commits a material breach of these Terms and fails to remedy that breach within 14 days of receiving written notice requiring it to do so;
  - (b) becomes insolvent, enters liquidation, administration or receivership, or ceases to carry on business; or
  - (c) engages in conduct that exposes the terminating party to regulatory, legal or reputational risk.

### **Suspension**

- 6.6 Suspension of access does not relieve you from the obligation to pay fees accrued or payable during the suspension period. OneVault may suspend access to the Services immediately where:
- (a) payment is overdue;
  - (b) you breach these Terms;
  - (c) continued access would compromise system security; or

(d) suspension is required to comply with law.

## **Effect of Termination**

- 6.7 Upon termination:
- (a) all rights of access to the Services immediately cease;
  - (b) you must cease using the Services;
  - (c) you remain liable for all accrued fees; and
  - (d) any provisions intended to survive termination continue in effect.
- 6.8 OneVault may permanently delete Client Data after 30 days from the effective date of termination unless otherwise required by law.
- 6.9 It is your responsibility to export or retrieve Client Data prior to termination. You are solely responsible for maintaining independent backups of Client Data appropriate to your operational, legal and regulatory obligations.
- 6.10 OneVault does not guarantee that exported Client Data will be compatible with any third-party systems or software and is not responsible for any conversion, migration or integration required following termination.
- 6.11 OneVault may charge reasonable professional service fees for data extraction, migration, conversion, archival or transition assistance requests outside the standard export functionality made available through the Services

## **7. Limitation of Liability**

- 7.1 To the maximum extent permitted by law, and subject to clause 7.6, OneVault's total aggregate liability arising out of or in connection with these Terms or the Services, whether in contract, tort (including negligence), statute or otherwise, is limited to the total fees paid by you to OneVault in the 12 months immediately preceding the event giving rise to the claim whether arising from one event or a series of related events.
- 7.2 To the maximum extent permitted by law, OneVault is not liable for any:
- (a) indirect, incidental, special or consequential loss;
  - (b) loss of profit, revenue, business opportunity or anticipated savings;
  - (c) loss of data;
  - (d) loss of reputation or goodwill; or

(e) business interruption,

arising out of or in connection with the Website or the Services.

7.3 The limitations and exclusions in this clause apply whether the claim arises in contract, tort (including negligence), equity, under statute or otherwise.

7.4 You acknowledge that the fees payable for the Services are based on the allocation of risk set out in these Terms and reflect the limitation of liability set out in this clause.

7.5 Any claim against OneVault must be commenced within 12 months of the date on which the cause of action arose.

7.6 Nothing in these Terms excludes or limits liability:

(a) for liability that cannot be excluded or limited under the Competition and Consumer Act 2010 (Cth) or other applicable law;

(b) for death or personal injury caused by negligence; or

(c) for fraud or wilful misconduct.

## **8. Indemnity**

8.1 You indemnify and hold harmless OneVault, its officers, employees and agents from and against any loss, liability, claim, damage, penalty, regulatory action or expense (including reasonable legal costs) arising out of or in connection with:

(a) your breach of these Terms;

(b) your misuse of the Website or the Services;

(c) any Client Data uploaded or transmitted by you;

(d) any allegation that Client Data infringes the rights of a third party; or

(e) your failure to comply with applicable laws.

8.2 The indemnity in clause 8.1 applies only to third-party claims and does not apply to the extent that the claim arises directly from OneVault's fraud or wilful misconduct.

- 8.3 To the maximum extent permitted by law, the total aggregate liability of OneVault arising out of or in connection with any indemnity obligation under these Terms is subject to the limitation of liability set out in clause 7.
- 8.4 You must not settle or compromise any claim that affects OneVault without OneVault's prior written consent.

## **9. Intellectual Property**

- 9.1 All intellectual property rights in and to the Website and the Services, including software, source code, databases, system architecture, design, workflows, trade marks, branding, logos, templates, graphics, user interfaces and underlying technology (Platform IP) are owned by or licensed to OneVault.
- 9.2 Nothing in these Terms transfers ownership of Platform IP to you. You are granted a limited, non-exclusive, non-transferable licence to access and use the Services for your internal business purposes during the applicable subscription term.
- 9.3 You must not:
- (a) copy, modify, adapt or create derivative works of the Platform IP;
  - (b) reverse engineer, decompile or attempt to extract source code;
  - (c) remove or alter any proprietary notices; or
  - (d) use the Services to develop or support a competing product.

### **ONDIS Documentation Carve-Out**

- 9.4 Where documentation, policies, templates or related written materials are made available through ONDIS (Documentation Materials), those materials may be owned by third parties or made available under licence arrangements separate from the Platform IP.
- (a) Certain Documentation Materials may incorporate industry-standard wording, publicly available regulatory guidance, adapted materials or materials licensed from third parties.
  - (b) Except where expressly stated otherwise, all compilation, structure, formatting, mappings, workflows and platform implementation methods relating to Documentation Materials remain the intellectual property of OneVault.

- 9.5 OneVault does not claim ownership of Documentation Materials not created by OneVault and does not warrant the legal accuracy, completeness or suitability of such Documentation Materials.
- 9.6 Use of Documentation Materials is at your own risk. You remain responsible for determining their suitability for your organisation and for obtaining independent legal or professional advice where required.
- 9.7 To the maximum extent permitted by law, OneVault disclaims liability arising from reliance on Documentation Materials except to the extent liability cannot be excluded by law.

### **Client Data and Feedback**

- 9.8 You retain ownership of Client Data uploaded to the Services.
- 9.9 You grant OneVault a non-exclusive, royalty-free licence to host, process and use Client Data solely for the purpose of providing the Services and for internal operational improvement.
- 9.10 If you provide feedback, suggestions or improvement ideas regarding the Services, you grant OneVault a perpetual, irrevocable, royalty-free licence to use and incorporate that feedback without restriction.

## **10. Support**

- 10.1 OneVault provides technical support for the Services.
- 10.2 Technical support is limited to assistance with:
- (a) system errors, bugs or malfunctions;
  - (b) login or access issues;
  - (c) platform functionality questions; and
  - (d) general guidance on how to navigate or use features of the Services.
- 10.3 Technical support does not include:
- (a) legal advice;
  - (b) regulatory, accreditation or compliance advice;

- (c) clinical, operational or governance consulting;
- (d) document drafting, review or tailoring; or
- (e) strategic or implementation consulting.

- 10.4 Support is provided during standard business hours, being Monday to Friday between 9:00am and 5:00pm (Australian Central Standard Time), excluding Australian public holidays, unless otherwise agreed in writing.
- 10.5 OneVault does not guarantee resolution within a specific timeframe unless a separate written service level agreement (SLA) is entered into.
- 10.6 Where ONDIS Documentation Materials are made available through the Services, questions relating to the substance, interpretation or suitability of those materials are not technical support matters and may be referred to an authorised consulting partner where applicable.
- 10.7 Any consulting, advisory or implementation services are provided only under a separate written agreement and may be subject to additional fees.
- 10.8 OneVault is not responsible for the advice, services or conduct of any third-party consulting partner.
- 10.9 OneVault may permit third-party consultants, implementation partners or advisory providers to interact with the Services. Such parties are independent entities and are not employees, agents or representatives of OneVault unless expressly stated otherwise in writing.
- 10.10 OneVault is not responsible for the advice, conduct, omissions or services provided by third-party consultants or partners.

## **11. Confidentiality**

- 11.1 Each party may receive Confidential Information from the other party in connection with the Services.
- 11.2 Confidential Information means information that is confidential by its nature or that is designated as confidential, including but not limited to:

- (a) business operations, strategies and pricing;
- (b) technical information relating to the Services;
- (c) Client Data; and
- (d) security procedures and system architecture.

11.3 The receiving party must:

- (a) keep the Confidential Information confidential;
- (b) use it only for the purpose of performing obligations or exercising rights under these Terms; and
- (c) not disclose it to any third party except to employees, contractors or advisers who have a need to know and who are bound by confidentiality obligations.

11.4 The obligations in this clause do not apply to information that:

- (a) is or becomes publicly available other than through breach of these Terms;
- (b) was lawfully known to the receiving party before disclosure;
- (c) is lawfully obtained from a third party without restriction; or
- (d) is independently developed without reference to the Confidential Information.

11.5 A party may disclose Confidential Information where required by law, regulation or court order, provided that, where permitted, it gives reasonable notice to the other party.

11.6 This clause survives termination of these Terms.

## **12. Security and Compliance**

12.1 OneVault implements and maintains reasonable administrative, technical and organisational security measures designed to protect the integrity, confidentiality and availability of the Services.

12.2 OneVault's security framework is designed having regard to recognised industry standards, including ISO/IEC 27001 information security management principles and relevant guidance published by the Australian Signals Directorate (ASD), as applicable to the nature and scale of the Services.

12.3 OneVault does not warrant that the Services will be immune from unauthorised access, cyber-attack, system intrusion or data breach.

(a) Certain functionality of the Services may depend on third-party infrastructure providers, including cloud hosting providers, telecommunications networks, identity management providers and payment processing services. OneVault is not responsible for outages or failures caused by such third-party providers.

- 12.4 In the event OneVault becomes aware of a material security incident affecting Client Data under its control, OneVault will notify affected clients within a reasonable time and in accordance with applicable law.
- 12.5 You are responsible for:
- (a) maintaining the security of your login credentials;
  - (b) configuring user access controls appropriately;
  - (c) maintaining secure internal networks and endpoint devices; and
  - (d) complying with your own regulatory security obligations.
- 12.6 Except as expressly stated in these Terms, OneVault does not assume responsibility for your compliance with specific regulatory, accreditation or statutory frameworks.
- 12.7 The Services are designed primarily for use within Australia. OneVault does not warrant suitability for compliance with laws or regulatory requirements outside Australia unless expressly agreed in writing.

### **13. Miscellaneous**

- 13.1 These Terms constitute the entire agreement between the parties in relation to the Website and the Services and supersede all prior discussions, negotiations, representations or agreements relating to their subject matter.
- 13.2 These Terms may only be varied by OneVault publishing updated Terms on the Website or by a written agreement signed by both parties.
- 13.3 You must not assign, transfer or novate your rights or obligations under these Terms without the prior written consent of OneVault.
- 13.4 OneVault may assign or transfer its rights and obligations under these Terms as part of a corporate restructure, sale of business or asset transfer.

- 13.5 A failure or delay by a party in exercising a right under these Terms does not operate as a waiver of that right.
- 13.6 If any provision of these Terms is held to be invalid or unenforceable, that provision is severed to the extent necessary and the remaining provisions continue in full force and effect.
- 13.7 OneVault is not liable for any failure or delay in performance to the extent caused by events beyond its reasonable control, including but not limited to natural disasters, cyber-attacks, infrastructure outages, government action or third-party service failures.
- 13.8 Notices under these Terms may be provided electronically, including by email or by notification within the Services.
- 13.9 These Terms are governed by the laws of South Australia. The parties submit to the exclusive jurisdiction of the courts of South Australia.

## **Schedule 1 Definitions**

1. **Client Data** means any information, documents, records or data uploaded, stored, transmitted or otherwise processed by you through the Services, including Personal Information and Sensitive Information.
2. **Confidential Information** means information disclosed by one party to the other that is confidential by nature or designated as confidential, including business information, technical information, Client Data and security information.
3. **Documentation Materials** means policies, templates, written materials or other documentation made available through ONDIS that may be owned by third parties or provided under separate licence arrangements.
4. **Initial Term** means the initial subscription period agreed between the parties.
5. **Platform IP** means all intellectual property rights in and to the Website and Services, including software, source code, databases, system architecture, design, workflows, branding and underlying technology owned by or licensed to OneVault.
6. **Privacy Policy** means the OneVault Privacy Policy as published on the Website and updated from time to time.
7. **Renewal Term** means any successive subscription term following the Initial Term.

8. **Services** means the software platforms, applications and related services provided by OneVault, including the OV platform and ONDIS.
  - 8.1. "OV Platform" means the modular governance and compliance software platform provided by OneVault where modules and functionality may be licensed separately.
  - 8.2. "ONDIS" means the subscription-based compliance support platform operated by OneVault which includes bundled access to selected software modules, documentation materials, templates, workflows and related support resources.
9. **Website** means any website operated by OneVault including onevault.net.au, onevaultenterprises.com and related domains.
10. **You or your** means the individual, company or entity accessing or using the Website or Services, including its authorised users.
11. **OneVault** means OneVault Enterprises Pty Ltd (ABN 14 169 839 052).