

Easy 1-on-1s Terms of Use

1. Background

Thank you for visiting our Terms of Use (**Agreement**), we are Easy 1 On 1s Pty Ltd ACN 667 672 773 (**we, our, us** and other similar terms). We provide software to introduce, facilitate, and maintain highly-structured workplace meetings between employees and managers known as Easy 1-on-1s (**Easy 1-on-1s**).

This Agreement outlines the terms and conditions associated with your use of Easy 1-on-1s. It is your obligation to ensure that you have read, understood and agree to the most recent terms available at <https://easy1on1s.com/> (**Website**).

2. Agreement

2.1 Accepting this Agreement

By creating an Easy 1-on-1s Account, you agree to comply with and be legally bound by the terms and conditions of this Agreement. If you do not agree to these terms, you have no right to continue using Easy 1-on-1s.

You must not use Easy 1-on-1s if you are not able to form legally binding contracts or are under the age of 14. If you create an Account on behalf of your employer or any other entity, you represent and warrant you hold authority to enter into this Agreement on behalf of that entity and that the entity will comply with the obligations contained herein.

2.2 About this Agreement

Throughout the Agreement we use some capitalised words and phrases, like the word Agreement. These capitalised words and phrases are defined in clause 15. They aid to clarify the terms and conditions. Please feel free to email us at hello@easy1on1s.com if you have any questions.

3. Term

3.1 Subscription

This Agreement will commence when you create an Account for Easy 1-on-1s and will continue on a recurring monthly cycle until the date of termination of this Agreement in accordance with clause 13.

3.2 Automatic renewal

If this Agreement is not terminated in accordance with clause 13, prior to the monthly renewal date, this Agreement will automatically renew for another month.

4. Licence

4.1 Licence

We grant you, and where you operate as a Centralised Billing Entity, any User you invite, a non-transferrable, non-exclusive and revocable licence to access Easy 1-on-1s subject to the terms and conditions of this Agreement.

The grant of the licence to access Easy 1-on-1s is subject to and conditional upon you purchasing, and maintaining a license to, one of our Plans.

4.2 Our right to suspend

We reserve the right to limit or suspend any User's access to Easy 1-on-1s if you fail to pay the Plan Fee, or if in our reasonable opinion, you are in breach of any of your obligations or warranties in this

Agreement. Suspending your account will not constitute a breach of this Agreement by us, nor will it alter your obligation to pay the Plan Fee.

5. Your use of Easy 1-on-1s

5.1 Registering an Account

In order to use Easy 1-on-1s, you are required to provide us with Personal Information and create an Account with us.

You agree to provide any information reasonably requested by us for the purpose of setting up your Account. You warrant that all of the information you provide to us is accurate and complete in all respects, you will inform us by updating your Account details whenever any such information changes and you will not provide false or misleading information.

We reserve the right to reject any new Account in our absolute discretion.

5.2 Account security

Maintaining the security of your Account is important to ensuring your Personal Information, and that data which we process on your behalf, remains safe. We work hard to keep Easy 1-on-1s secure and we ask you to contribute.

You agree not to request or allow another person to create an Account on your behalf, for your use, or for your benefit, except that an authorised employee or agent may create an Account on behalf of your business. You also agree not to disclose your Account security credentials to another person or permit them to access your Account.

As Individual Users you are responsible for the activities undertaken using your Account which occur via Easy 1-on-1s, whether such activities are authorised by you or not. Furthermore, where you are Centralised Billing Entity you acknowledge and agree that you are responsible for the activities on all User Accounts which you invite and administer.

Nothing in this clause 5.1, is intended to hold you liable for our actions or an error in Easy 1-on-1s.

5.3 Lawful use of Easy 1-on-1s

You undertake not to upload, store or access any data on Easy 1-on-1s if such access or storage would infringe a person's Intellectual Property rights, breach any Privacy Law or breach any other law or applicable code (including any common law, statute, delegated legislation, rule or ordinance of the Commonwealth, a State or Territory of Australia, or the jurisdiction in which you operate).

5.4 Conduct which is expressly prohibited

You may only acquire and make use of Easy 1-on-1s for the sole purpose of meeting your internal business needs, including the use of Easy 1-on-1s as part of a broader consulting or coaching engagement. However, you must not use or include any part of Easy 1-on-1s in any service bureau or fee generating service involving the resale of Easy 1-on-1s to third parties.

You must not:

- (a) in any way tamper with, hinder or modify Easy 1-on-1s;
- (b) use Easy 1-on-1s directly or indirectly for any activity or transmit any information or material unlawfully, or which is obscene, indecent, uses offensive language, defames, abuses, harasses, stalks, threatens, menaces or offends any person;
- (c) knowingly transmit any viruses or other disabling features to or via Easy 1-on-1s;
- (d) intentionally disable or circumvent any protection or disabling mechanism of Easy 1-on-1s;

- (e) install or store any software applications, code or scripts on or through Easy 1-on-1s;
- (f) use Easy 1-on-1s in any way which could be reasonably expected to interfere with or damage our systems, any other operator's systems, or another user's enjoyment of Easy 1-on-1s; or
- (g) attempt, facilitate or assist another person to do any of the above acts.

6. Access, Support and Maintenance

You acknowledge and agree Easy 1-on-1s will only be accessible using the internet, by Users with a valid Account and will not be available "locally" from your own servers or devices.

Support for Easy 1-on-1s is provided in accordance with the support arrangements as set out for the Plan which you select at the time you sign up and may vary from time to time.

If it is necessary to interrupt your use of Easy 1-on-1s, we will endeavour to provide you with reasonable notice (where possible) of when, and the anticipated duration for which, Easy 1-on-1s will be unavailable.

You acknowledge access to Easy 1-on-1s may be changed, interrupted or discontinued for many reasons, some of which are beyond our control and during routine maintenance there may be updates to Easy 1-on-1s which may change the interface and manner in which it functions.

You agree that we are not liable for any loss, foreseeable or not, arising from any interruption to access, planned or not, and any such interruptions will not constitute a breach by us of these terms.

7. Payment

We will provide you with a tax invoice for the Plan Fee associated with your Account, or in the case of a Centralised Billing Entity all Accounts associated with that entity.

The Plan Fees for all User Accounts will be prorated and automatically charged via your chosen Payment Method at the end of each month.

Plan Fees for all User Accounts will be automatically charged at the start of each billing cycle, and each User Account will remain active until the end of that billing cycle.

The billing cycle date is set based on the date of account origination. If a User Account is added to a Centralised Billing Entity partway through a billing cycle, no charge will be incurred for that user until the start of the next billing cycle.

Unless expressed otherwise, Plan Fees are quoted in Australian Dollars and are exclusive of GST, withholding taxes, duties and charges imposed or levied in Australia, or overseas, in connection with this Agreement.

You are responsible for all bank fees and charges associated with the Payment Method you choose to use.

8. Privacy

You agree and consent to us handling your Personal Information in accordance with our Privacy Policy. We may amend our Privacy Policy in our sole discretion. If we amend our Privacy Policy, we will post the new version on our Website.

9. Intellectual Property

We warrant we own or have a licence to use the Intellectual Property in Easy 1-on-1s.

If you provide us with content, including, without limitation, text, photos, images, audio, video and any other materials (**User Content**). Your User Content stays yours. This Agreement does not transfer ownership of User Content to us.

When you provide User Content, you grant us a non-exclusive, worldwide, perpetual, royalty-free, sublicensable, transferable right and license to use, host, store, reproduce, modify, create derivative works of (such as those resulting from translations, adaptations or other changes we make so that User Content works better with Easy 1-on-1s), communicate, publish and distribute User Content for the purposes of allowing us to provide, improve, promote and protect Easy 1-on-1s. You waive any claims against us relating to any moral rights or similar rights worldwide that you may have in the User Content.

You represent that you own all rights to your User Content or otherwise have (and will continue to have) all rights and permissions to legally use, share, display, transfer and license your User Content to the extent that it is used within Easy 1-on-1s.

While we reserve the right to take down any User Content which is in breach of this Agreement, you acknowledge and agree we are not required to monitor User Content, nor are we responsible for it.

You must not do any of the following, assist anyone to do any of the following or permit any person over whom you have effective control to:

- (a) create an adaptation or translation of, all or part of Easy 1-on-1s in any way;
- (b) use Easy 1-on-1s in a manner which may infringe any other persons Intellectual Property;
- (c) incorporate all or part of Easy 1-on-1s in any other webpage, site, application or other digital or non-digital format; or
- (d) except to the extent that reproduction occurs automatically through its ordinary use, directly or indirectly copy, recreate, decompile, reverse engineer or otherwise obtain, modify or use any source or object code, content, architecture, or algorithms contained in Easy 1-on-1s.

10. Warranties

We aim to provide the best possible user experience, however, subject to the Non-excludable Conditions, we make no warranties or guarantees that Easy 1-on-1s is fault free, regarding Easy 1-on-1s's fitness for any particular purpose which we have not expressed, or regarding your access to, or the results of your access to, Easy 1-on-1s including its correctness, accuracy, timeliness, completeness, reliability or otherwise.

11. Limitation of Liability

11.1 Implied Conditions

We expressly exclude all conditions, warranties and other terms which might otherwise be implied by any law, regulation, statute, common law or law of equity except any Non-excludable Condition.

11.2 Limitation of Liability

Subject to the Non-excludable Conditions, we exclude all liability for any costs, including consequential losses, suffered or incurred directly or indirectly by you in connection with this Agreement, including:

- (a) Easy 1-on-1s being inaccessible for any reason;
- (b) incorrect or corrupt data, lost data, or any inputs or outputs of Easy 1-on-1s;
- (c) computer virus, trojan and other malware in connection with Easy 1-on-1s;

- (d) security vulnerabilities in Easy 1-on-1s or any breach of security that results in unauthorised access to, or corruption of data;
- (e) negligence arising from our activities or that of our service providers;
- (f) any unauthorised activity in relation to Easy 1-on-1s;
- (g) the occurrence of an Event of Force Majeure; or
- (h) any act or omission by you, your personnel, your associates or any related body corporate under or in relation to this Agreement.

11.3 Limits to liability associated with goods and services

To the maximum extent possible under the law, we limit our liability for any breach to: in the case of goods: the re-supply of the goods or payment of the cost of the re-supply of the goods, or the replacement or repair of the goods or payment of the cost of replacement or repair of the goods; and in the case of services: the resupply of the services or the payment of the cost of having the services resupplied.

11.4 Indemnity

You indemnify us against all costs suffered or incurred by us, however caused, arising wholly or partially, directly or indirectly, in connection with this Agreement or your use of Easy 1-on-1s, including any costs arising from your breach of this Agreement, your infringement of any third party Intellectual Property rights associated with this Agreement, any harm to, claim or action by a third party (including to that third party's personal property) which arise directly or indirectly from your use of Easy 1-on-1s and your breach of any law including, Privacy Law.

12. Dispute Resolution

A party claiming a dispute has arisen under this Agreement (**Dispute**) must give written notice to the other party specifying the nature of the Dispute. The parties must submit themselves to the dispute resolution procedure set out in this clause 12 before commencing any legal proceedings.

If the parties cannot resolve the Dispute between themselves within 30 days then either party may require the Dispute to be referred for mediation. The mediation must be undertaken in accordance with the Resolution Institute Mediation Rules, within the jurisdiction of the Agreement and, unless otherwise agreed between the parties, using a mediator nominated by the Resolution Institute. If the Dispute is not resolved within 30 days of the mediation commencing either party may commence proceedings in respect of the Dispute.

Each party must pay its own internal and legal costs in relation to complying with this clause 12. The mediator's costs are to be shared equally.

The parties acknowledge and agree this clause 12 does not apply to the recovery of any debt or prevent a party from instituting proceedings for the purposes of seeking urgent injunctive or similar interim relief from a court.

13. Termination

Either party may terminate this Agreement by providing the other party a Cancellation Notice. Termination will take effect at the end of the month.

Upon termination, you must immediately stop using Easy 1-on-1s, we reserve the right to permanently erase any data associated with your Account, and you will no longer have access to your Account.

14. General

Assignment - We may assign, encumber, declare a trust over or otherwise create an interest in our rights in this Agreement without your consent.

Entire Agreement - This document contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this document and has no further effect.

Governing law - The laws of Queensland and the Commonwealth of Australia govern this Agreement. The parties submit to the non-exclusive jurisdiction of courts exercising jurisdiction there.

Notices - The parties agree all notices, disclosures and other communications that are provided in accordance with this clause, satisfy any contractual requirement that such communications be in writing. Any communication under or in connection with this Agreement:

- (a) which we send to you, will be sent to the email address provided to us in your Account and by accepting these terms you give your consent to receive communications from us by email; and
- (b) which you send, must be either delivered or posted by prepaid post to our registered office or sent by email to our email address set out at clause 2.2.

Relationship - Nothing in this Agreement is intended to create or be construed as creating a relationship of agency, joint venture or partnership between any of the parties.

Severability - Any provision of this document which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this document enforceable, unless this would materially change its intended effect.

Variations to this Agreement - We may vary this agreement by giving one month written notice to you. If you do not accept the terms of the variation, you may terminate your access in accordance with clause **Error! Reference source not found.**

15. Definitions

Unless the terms and conditions of the Agreement state otherwise, the following expressions used in this Agreement have the following meanings:

Account or **Easy 1-on-1s Account** means the username and access credentials used when you access Easy 1-on-1s.

Agreement means these terms and conditions and any document incorporated into them by reference.

Cancellation Notice means a written notice sent by either party (including via email or the cancellation facility in a User's Account), requesting the termination of this Agreement.

Centralised Billing Entity means an entity which enters into this Agreement on behalf of the other Users they invite and is responsible for the activities of those Users and the payment of the Plan Fees.

Event of Force Majeure means an act of war (whether declared or not) or terrorism, the mobilisation of armed forces, civil commotion or riot, natural disaster, health epidemic, industrial action or labour disturbance, currency restriction, embargo, action or inaction by a government, a failure of a supplier, public utility or common carrier or computer disruption due to the effects of a computer virus, trojan, malware, a ransomware attack or other malicious code.

Individual User is a User who was not invited by a Centralised Billing Unit.

Intellectual Property means all present and future rights conferred by statute, common law or equity (and all moral rights) in or in relation to business names, domain names, circuit layouts, computer code, confidential information, copyright, designs, formulas, inventions, knowhow, patents, plant varieties, recipes, trade marks, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic field, the benefit of any application to register such a right and the benefit of any renewal or extension of such a right.

Non-excludable Condition means any guarantee, condition or warranty (such as the consumer guarantees implied by the *Competition and Consumer Act 2010* (Cth)), which cannot by law be excluded.

Payment Method means the credit or debit card which you make available for the payment of the Plan Fees, unless otherwise agreed between the parties in writing.

Personal Information means information or an opinion about an identifiable individual (not a company), whether or not that information or opinion is true or in a material form.

Plan means one of the Plans advertised on our Website from time to time.

Plan Fee means the monthly price for the Easy 1-on-1s Plan as set out on our Website.

Privacy Law means both the privacy laws in the jurisdiction in which you operate and the *Privacy Act 1988* (Cth) incorporating the Australian Privacy Principles.

Privacy Policy means the privacy policy available on our Website as amended by us from time to time.

You or your means the person or Centralised Billing Entity using Easy 1-on-1s.

Us, we or our means Easy 1 On 1s Pty Ltd ACN 667 672 773.

User means a person who has an Easy 1 On 1s Account.

Website means the website located at <https://easy1on1s.com/> and any of its subdomains.