

## HRonLINE TERMS AND CONDITIONS

### Australian Business with Australian Material and Support

#### 1. About our Terms and Conditions

The HRonLine Site ("Site") is operated by The HR People ABN 41 286 472 191 ("THRP")

When you come to our Site, your permission is governed by these Terms and Conditions. Please read them carefully.

If you accept them, they will affect your legal rights and obligations. You agree to be bound in law by these Terms and Conditions if you continue to use this Site.

If you don't accept them, you must leave this Site.

#### 2. Changes to our Terms and Conditions

Our Terms and Conditions may change.

If they change, we publish a notice on our Site.

If you use the Site after we publish a notice of change to our Terms and Conditions, then you are bound in law by the Terms and Conditions as changed.

#### 3. Usage rules

When you purchase items from our website, the documentation will be made available to you. **These documents are created for Australian businesses and we do not support their usage in any other country.**

If you require assistance you will make a phone call, or email and we will respond to you within 48 hours.

If you purchase our HR Consulting hours, this time is additional to the purchase of the documentation. An invoice will be sent to you for the expected time you will be required to use. If all of this time is not utilized you will receive a credit notification, which you can use for a period of 12 months.

Our documentation and support is valid for Australian companies.

## **4. Intellectual Property Rights**

### Copyright

All intellectual property rights to this Site and the Content (including the software, design, text, data, icons, logos, sound recordings and graphics comprised in the Site) are owned by **THRP** entity.

Information or materials procured from a third party may be the subject of copyright owned by that third party.

### Trade Marks

We may use trade marks on our Site.

Where we use trade marks, they may not be copied or reproduced without our permission in writing given to you.

## **5. Disclaimers**

The reliability of what you obtain through our Site depends on the accuracy of the information you provide.

## **6. No warranty**

We take all reasonable care however, the Site is provided 'as is' and we do not warrant or represent that it is complete, current or free from errors or omissions. If you become aware of any inaccuracies or omissions in the information from this Site, we would be grateful if you could bring this to our attention.

## **7. Our liability to you**

We accept our liability to you for breach of contract or negligence under the principles applied by the courts, but:

- we do not accept liability to you for losses that result from your use of our services in connection with the conduct of a business by you except that we will accept that liability if it cannot be excluded under any legislation. If that liability cannot be excluded but can be limited under any legislation, we limit our liability to the extent permitted by that legislation;
- we are not liable for any loss to the extent that it is caused by you (for example, through your negligence or breach of contract);
- we are not liable for any loss to the extent that it results from your failure to take reasonable steps to avoid or minimise your loss; and
- we are not liable for any loss caused by us failing to comply with our obligations to you where that loss is caused by events outside our reasonable control (such as a malfunction in equipment or software, Internet access difficulties or delay or failure of transmission).

## **8. Your liability to us**

You are liable to us if you breach contract or are negligent causing loss under the principles applied by the courts. However, you are not liable to us for any loss to the extent that it is caused by us (for example through our negligence or breach of contract).

## **9. Our rights to terminate, suspend or limit your access to the Site**

We may suspend, terminate or limit your access to the Site if it is necessary for maintenance or repair of relevant equipment or systems or if there are other reasonable grounds for us to do so.

## **10. Refund Policy**

Refunds are not given at any stage, however in accordance with Australian Consumer Law; THRP will rectify any misleading advice or reports provided as soon as possible (after being notified of such).

## **11. Privacy**

We collect, use and disclose personal information in accordance with the **Privacy Act 1988**

## **12. Access to the Site outside Australia**

We do not know whether our Site and its Content complies with the laws of any country outside of Australia. If you access and use this Site or the Content from outside Australia, you do so at your own risk.

## **13. General**

If any of these Terms are invalid, unenforceable or illegal, that term will be struck out and the remaining terms will remain in force.

If we do not act in relation to a particular breach by you of these Terms, this will not be treated as a waiver by us of our right to act with respect to subsequent or similar breaches.

If you do not act in relation to a particular breach by us of these Terms, this will not be treated as a waiver by you of your right to act with respect to subsequent or similar breaches.

These Terms (and your dealings with us) are subject to the laws of Queensland, Australia. You submit to the non-exclusive jurisdiction of the courts of that State.