

# SD Strategies Pty Limited

ACN 100 156 438

## Terms and Conditions – ‘Bridge the Gap Tool’

These Terms constitute a binding agreement between you and SD Strategies Pty Limited (ACN 100 156 438) (**we, our, us**) and govern your access to and use of the Tool. Unless specified otherwise, all defined words in these Terms have the meaning in the Definitions and Interpretation section in clause 12. By accessing or using the Tool, you agree to be bound by these Terms. If you do not accept these Terms, you must not access or use the Tool.

*The information provided by the Tool does not constitute legal advice. If you are unsure about whether the information provided by the Tool meets you or your organisation's needs, you should seek independent legal advice. Refer to clause 6 (Advice Disclaimer) of these Terms.*

### 1. Amendments to these Terms

We reserve the right to amend these Terms from time to time at our discretion. Amendments will be effective immediately. Where practicable, we will endeavour to notify you of the amendments to these Terms. Your continued use of the Tool following such amendments will represent your agreement to be bound by the amendments to these Terms. We suggest you review these Terms regularly to ensure you are aware of the most up to date Terms.

### 2. Registration and account security

2.1 You must register an Account to access and use the Tool. You must create a username and password to register an Account. You must maintain the security of your password for the Tool. We and our Representatives are not responsible for any loss or damage suffered in connection with any failure by you to maintain a secured username and password. You must notify us immediately of any known or suspected unauthorised use of your Account, or any other breach of security on the Tool.

2.2 To register an Account, you will be required to provide us with your email address, first name, last name, phone number, organisation name, and any other information that we may require from time to time. Any personal information you give us will be handled in accordance with our [Privacy Policy](#).

2.3 You represent and warrant that all information provided by you is complete and true, and not misleading and does not violate any applicable law or regulation.

2.4 We reserve the right to accept or reject any application for registration of an Account.

### 3. Supply of Services

3.1 By completing and submitting an order to access and use the Tool through our Website, you will be deemed to have made an irrevocable offer to access and use the Tool as specified in your order.

- 3.2 We will only be deemed to have accepted your offer to access and use the Tool after you have made full payment, and we have provided written notice to you that the order has been accepted. At this point, a binding contract will come into existence between you and us.
- 3.3 We may reasonably request that you provide further information or confirm your details to allow us to process your order. If you do not provide this information, we may be unable to process your order. All information collected by us will be handled in accordance with our [Privacy Policy](#).
- 3.4 We reserve the right, in our absolute discretion, to reject an offer to access and use the Tool for any reason.
- 3.5 Access to the Tool is for single, rather than ongoing, use only. Accordingly, after purchase, you are unable to cancel your order after it has been accepted by us.

#### 4. **Prices and Payment**

- 4.1 Unless stated otherwise, all prices displayed on the Tool and our Website are in Australian dollars (AUD).
- 4.2 We reserve the right to change the prices at any time before you place an order.
- 4.3 You agree to pay the purchase price for access to and use of the Tool (based on the plan you have selected), plus any additional fees and charges set out in these Terms, our Website, and/or the purchase order from time to time and as applicable.
- 4.4 Unless stated otherwise, all amounts payable in relation to the Tool and pursuant to these Terms are inclusive of GST (as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth)).
- 4.5 You must pay for access to and use of the Tool at the online checkout on our Website by credit card or any other payment method made available by us from time to time.
- 4.6 You warrant and represent that all information you provide when paying for access to and use of the Tool is accurate and true, that you are authorised to use your chosen method of payment, and that you will not sell or re-sell any of the information, data or material obtained from your access to or use of the Tool.

#### 5. **Acknowledgements**

You acknowledge and agree that:

- 5.1 access to the Tool entitles you to a single gap analysis assessment per organisation, and any subsequent use of the Tool will require additional payment and receipt of a User Code issued by us;
- 5.2 we do not represent that the Tool will be available at all times, nor do we represent that the information provided by the Tool is accurate, complete or current;

- 5.3 we do not warrant that the Tool is free of defects, errors, or malicious material (such as viruses) and will not be held responsible for any loss or damage (including Consequential Loss) suffered due to such defects, errors, or malicious material (such as viruses);
- 5.4 you must take your own precautions (including using antivirus software) to prevent the risk of loss or damage caused by malicious material (such as viruses) when using the Tool; and
- 5.5 you must not: (a) reproduce, modify or distribute any information provided from the Tool; (b) do anything that places an unreasonable or disproportionately large load on the Tool or related infrastructure; (c) use the Tool in any way that violates applicable local, state, national or international law; (d) do anything that breaches (or attempts to breach) the security of the Tool, makes unauthorised modifications to the Tool, or otherwise interferes with a user's use or enjoyment of the Tool; (e) use any automated means (eg, robot, spider or scraper) for any purpose in connection with your use of the Tool; (f) do anything which may result in the introduction of any viruses, trojan-horse type programs, worms, logic bombs, or other malicious material to the Tool; (g) do anything that would likely obtain unauthorised access to, interfere with, damage or disrupt any part of the Tool or related infrastructure; or (h) use the Tool in any way that breaches these Terms.

## 6. **Advice Disclaimer**

- 6.1 The information provided by the Tool is for general self-assessment purposes only and does not constitute legal advice. You are solely responsible for any actions you take based on the information provided by the Tool.
- 6.2 We do not warrant or represent that the information provided by the Tool will cause or enable you or your organisation to meet applicable modern slavery laws and regulations. Such information is provided to you on an 'as is' basis and you agree to use and rely on it solely at your own risk.
- 6.3 If you are unsure about whether the information provided by the Tool meets you or your organisation's needs, you should seek independent legal advice.
- 6.4 To the maximum extent permitted by law, we and our Representatives are not responsible for any loss or damage suffered by you or your organisation in connection with any violation of applicable laws and regulations (including modern slavery laws and regulations).

## 7. **Limitation of Liability**

- 7.1 To the maximum extent permitted by law, we and our Representatives are not liable for any loss (including Consequential Loss) or damage which you may directly or indirectly suffer in connection with: (a) your use or inability to use the Tool; (b) your use of, or reliance on the information provided by Tool; (c) any defects in the Tool or defects in the information provided by the Tool; or (d) any viruses, malicious software or other forms of interference in connection with your use of the Tool.

- 7.2 Where our liability cannot be excluded due to the provisions of the Australian Consumer Law, our liability will be limited to the re-supply of the Tool to you, or the cost of re-supplying the Tool to you, or a refund of the fees paid by you for use of the Tool (determined by us in our absolute discretion).

## 8. **Indemnity**

You will indemnify us and our Representatives, and keep us and our Representatives, indemnified from and against all losses, liabilities, costs, expenses or damages (including Consequential Loss and legal costs and expenses on a solicitor/client basis), and from and against all actions, claims, demands, suits or proceedings made against us, arising directly or indirectly from:

- 8.1 your use of the Tool other than in accordance with our written instruction or direction;
- 8.2 your failure to comply with any applicable laws and regulations (including applicable modern slavery laws and regulations), rules or regulations in connection with your access to and use of the Tool; and
- 8.3 your negligence, misconduct, or breach of any duty in connection with your access to or use of the Tool.

## 9. **Intellectual Property & Confidentiality**

- 9.1 Unless specified otherwise, we are the owner or licensee of all Intellectual Property in the Tool.
- 9.2 Your access to and use of Tool does not in any way transfer any of the Intellectual Property in the Tool to you.
- 9.3 You must not republish any Intellectual Property in Tool for any purpose without our prior written consent.
- 9.4 By accessing and using the Tool, we grant to you a non-exclusive, non-sub-licensable, revocable, royalty-free, licence to use our Intellectual Property for the sole benefit of enjoying the Tool for its intended ordinary purpose.
- 9.5 By being granted access to the Intellectual Property incorporated in the Tool, you acknowledge that it is confidential information and the disclosure to third parties may cause loss and/or damage to us.
- 9.6 Where you upload information and data to the Tool, without limiting the provisions of our Privacy Policy, you: (a) warrant that you have a right to provide us with that information and data; (b) warrant that our storage and processing of that information and data will not infringe any third party's legal rights; (c) grant us a licence to use that information and data for the purposes of providing you with the Tool, and for our own internal record keeping and service improvement purposes; (d) grant us a licence to use any review or comment you may provide to us via any medium including social media.

## 10. Privacy

By accessing and using the Tool, you consent to our collection and use of your personal information in accordance with our [Privacy Policy](#).

### Termination of Use

- 10.1 You may cease using the Tool at any time for any reason.
- 10.2 We, acting reasonably, may suspend or terminate your access to the Tool at any time without notice where it is in our legitimate interests to do so (including due to your breach of these Terms). The suspension or termination shall not affect either party's rights or liabilities.
- 10.3 We reserve the right to report any harmful activity by you (including any breaches of these Terms or applicable laws) to the relevant law enforcement authorities and will cooperate with those authorities by, among other things, disclosing your identity to them. We also reserve the right to bring legal action against you for breaching these Terms (including applying for urgent interlocutory or declaratory relief).

## 11. General

- 11.1 These Terms are governed by the laws of New South Wales and the Commonwealth of Australia. The parties submit to the exclusive jurisdiction of the Courts of New South Wales and the Commonwealth of Australia.
- 11.2 Any provision of these Terms that is invalid, unenforceable, or illegal must be read down to the extent necessary to be valid and if it cannot be read down to that extent, it must be severed. All other provisions of the Terms continue to be valid and enforceable.
- 11.3 Any failure by us to act or enforce these Terms immediately will not be considered a waiver of our right to take any such action.
- 11.4 We are not responsible for any delay or failure to perform our obligations under these Terms due to the occurrence of an event or circumstance which: (a) we did not cause or could not control or avoid through reasonable diligence and precaution; and (b) prevents us from performing any of our obligations under these Terms.
- 11.5 These Terms record the entire agreement between the parties with respect to its subject matter and supersedes all prior negotiations, agreements and understandings between the parties in connection with it.

## 12. Definitions and Interpretation

In this Agreement, unless the contrary intention appears:

- 12.1 the singular includes plural and vice versa; where a word or phrase is defined, its other grammatical forms have a corresponding meaning; a reference to a request or notice means a request or notice in writing; mentioning anything after

include, includes or including does not limit what else might be included; reference to a person includes a body politic or corporate, an individual and a partnership and vice versa; headings do not affect construction; no rule of construction applies to the disadvantage of a party because that party put forward these Terms or any portion of it;

- 12.2 **Account** means your online account opened with us via the Website for the purposes of accessing and using the Tool;
- 12.3 **Australian Consumer Law** means the Australian Consumer Law contained in Schedule 2 to the *Competition and Consumer Act 2010* (Cth);
- 12.4 **Consequential Loss** means any loss, damage or expense which does not arise naturally from the relevant breach, act or omission (which includes but is not limited to, loss of opportunity or goodwill, loss of profits, anticipated savings or business, and loss of data);
- 12.5 **Intellectual Property** means all intellectual rights subsisting or which may subsist around the world, whether registered or unregistered, including copyright, inventions (including patents), confidential information, trade secrets, technical data and know-how, circuit layouts, trade marks, any other rights resulting from intellectual activity in the industrial, commercial, scientific, literary or artistic fields, and any applications for any of the foregoing;
- 12.6 **Privacy Policy** means our privacy policy referred to in clause 10 of these Terms;
- 12.7 **Representatives** means any of our affiliates, agents, consultants, employees, directors, licensors, and partners;
- 12.8 **Terms** means these terms and conditions;
- 12.9 **Tool** means the Bridge the Gap modern slavery gap analysis tool accessible from our Website
- 12.10 **User Code** means a code issued by us following receipt of payment for follow-up use of the tool (for example for annual assessment of progress).
- 12.11 **Website** means the website at <https://endslavery.com/bridge-the-gap/> and any [related website](#).

13. **Further information**

If you have any questions or would like additional information about these Terms, please contact us at [info@sdstrategies.com.au](mailto:info@sdstrategies.com.au).