

GOSH User Agreement: Terms of Use

1. Notice

Working Wise Ltd's GOSH health and safety system (hereinafter the "System") is made up of various content items and services offered to you on the condition of your acceptance without modification of the terms, conditions and notices contained herein (the "Terms of Use"). Your use of the System constitutes your agreement to comply with these Terms of Use.

2. Modification

Working Wise Ltd reserves the right to change these Terms of Use without notice. Notwithstanding this, if changes are made the revision date will be noted by way of an Update notice at the top of these Terms of Use. You are responsible for regularly reviewing these Terms of Use. Your continued use of the System constitutes your agreement to such changed Terms of Use.

3. Personal and Non-Commercial Use

Unless otherwise agreed, the System is for your personal and non-commercial use as a health and safety officer, manager or representative in the workplace. You may not modify, copy, distribute, display, perform, reproduce, publish, license, create derivative works from, transfer, retransmit, or sell any information, software, products or services obtained from the System, unless by prior agreement with Working Wise Ltd. These conditions do not extend to any external material linked to from the System, where this material is not produced by Working Wise Ltd.

4. Third Parties

Working Wise Ltd uses various third-party providers for the creation and maintenance of the System, including but not limited to informational services, web hosting services, domain name registration services, email services, online database services, computer software providers and network services. You agree that Working Wise Ltd shall not be held responsible or liable for any fault, failing or limitation of any such service, or for any other problem whatsoever arising from the products and services provided by third parties irrespective of whether these lead to damage or loss. The System may contain links to Web sites controlled or offered by such third parties. Working Wise Ltd disclaims liability for any information, advice, materials, products or services posted or offered at any such linked sites. By creating a link to a third party Web site Working Wise Ltd does not endorse or recommend any products or services offered or information contained at such linked site, nor is Working Wise Ltd liable for any problem arising from faulty information, or failure of any products or services offered. This extends to all information provided regarding New Zealand law, which information may change AFTER the publication of our commentary. You are responsible for viewing and abiding by the privacy statements and terms of use posted at such linked sites.

5. Unlawful or Prohibited Use

As a condition for your use of the System, you agree that you will not use the services or information provided for any purpose that is unlawful or prohibited by these Terms of Use.

The System is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to local law or regulation. You may not use the System in any manner which could damage, disable, overburden or impair the System, the networks connected to the System, or interfere with any other party's use and enjoyment of the System. You may not attempt to gain unauthorized access to the System, other accounts, computer systems or networks connected to the System by any means, including without limitation, hacking or password mining. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the System, including without limitation, through the use of any Web scraper, spider or robot.

6. Products and Tools

For your convenience, Working Wise Ltd may make available on the System additional products, tools and utilities for use and/or download (the "Tools"). Working Wise Ltd does not make any assurances with regard to the accuracy of the results or output that derives from such use of any such Tools. The Tools are copyrighted works of Working Wise Ltd and/or the linked service providers and are protected by copyright law and international treaty provisions.

If a Tool is accompanied by an end user license agreement, your use of that Tool is governed by the terms of such end user license agreement, and you must agree to the terms and conditions of such end user license agreement in order to install such Tool. If a Tool is not accompanied by a license agreement, Working Wise hereby grants to you a revocable, personal, non-transferable license to use such Tool in accordance with these Terms of Use and for no other purpose. Without limiting the foregoing, any reproduction, redistribution, reverse engineering or decompilation of the System or Communications Services or Tools is expressly prohibited by law, unless such action is expressly permitted by the accompanying license agreement, and may result in severe civil and criminal penalties. You agree not to redistribute any Tools, directly or indirectly, to any country or territory that is subject to New Zealand export restrictions. You may not use the Tools for any unlawful purpose or to violate the legal rights of others or in association with the sale of any service or product which is unlawful or which, in the reasonable opinion of Working Wise Ltd, would reflect negatively upon the reputation of Working Wise Ltd, the System, the Communications Services or the Tools.

7. Use of The System and Communication Services and Tools

The System may contain news and information services, data collection and aggregation services, along with chat groups, forums and communication facilities designed to enable you to communicate with others (the latter hereinafter known collectively as the "Communication Services"). You may not use the Service, Tools or Communication Services to defame, abuse, harass, threaten or otherwise violate the legal rights of others. You may not use the System, Tools or Communication Services to publish, distribute or disseminate any inappropriate, profane, discriminatory, obscene, defamatory, indecent or unlawful topic, message, material or information, or to advertise or offer to sell or buy any goods or services. Working Wise Ltd has no obligation to monitor the System, Tools and Communication Services, however Working Wise Ltd reserves the right to review materials

posted to or by way of the System, Tools or Communication Services and to remove any materials in its sole discretion.

8. Suspension and Termination of The Service, Communication Services and Tools

Working Wise Ltd reserves the right to suspend access to the System at any time. Notwithstanding this, and unless otherwise agreed, Working Wise Ltd shall provide you with at least two months' notice in writing prior to permanently terminating the provision of or access to the Service, Communication Services or Tools.

9. Materials Provided to Working Wise

Working Wise Ltd does not claim ownership of any materials you provide (including feedback and suggestions) or post, upload, input, provide or submit to the System or the Communications Services for review by members of the general public, or by members of any public or private group (each a "Submission"). You warrant and represent that you own, or otherwise control, all of the rights to your Submission, including without limitation, the rights necessary for you to post, upload, input, provide or submit your Submission.

10. No Redistribution Rights

You agree that you will not redistribute, copy, amend, or commercially exploit any materials found on the System without Working Wise Ltd's express written permission, which permission may be withheld in Working Wise Ltd's sole discretion.

11. No Professional Advice

The information contained on the System has no regard to the specific health and safety or investment objective, purchasing decision, or particular needs of any specific recipient. Working Wise Ltd does not represent or guarantee that any content on the System is accurate in all cases or at all times, nor that such content is a complete statement or summary of the facts. Nothing contained in the System is intended to constitute professional advice and you should not rely solely on the reports, data or other information provided on or accessible through the use of the System for making decisions relating to health and safety. You should consult with an appropriate professional for specific advice tailored to your situation and/or to verify the accuracy of the information provided herein prior to making any decisions related to health and safety.

12. Support Services

Working Wise Ltd will provide the name and contact details of a liaison and support person to work with you. Any and all such liaison and support will be charged at an hourly rate, unless agreed otherwise in advance by both you and Working Wise Ltd. The rate at which liaison and support is charged should be negotiated between Working Wise Ltd and you in advance. If no such agreement is reached, or if such negotiation or agreement is overlooked, the rate shall be deemed to be the current GOSH customisation charges. To facilitate support, it is expected that you will provide a single liaison person with whom Working Wise Ltd can communicate. Working Wise Ltd reserves the right to ask for such a liaison person at any time, if this is not agreed in advance. Working Wise Ltd also reserves the right to ask for a new or replacement liaison person at any time, for any reason

whatsoever. You agree that the provision of support services may be suspended at Working Wise Ltd's sole discretion if a new or replacement liaison person is not made available.

Unless otherwise agreed, applications and the data they contain are backed up once a week. This back up is performed automatically by our host provider(s), who is/are a third party(-ies) to this document. The frequency of back-ups may be varied upon request, however Working Wise Ltd reserves the right to charge a fee for this service.

Because the System and the Communication Services and the Tools are custom-built, Working Wise Ltd cannot provide generic support documentation. However, we are happy to discuss developing this with you. Our preference is to use the collaborative 'wiki' format for the development of documentation online.

13. Liability Disclaimer

The System, the Tools, the Communications services and any content or software contained therein or accessible therefrom are provided "as is", except to the extent required by applicable law.

Working Wise Ltd makes no representations or warranties of any kind regarding:

- a) The up-to-dateness, accuracy, timeliness or completeness of any information contained within or available through the use of the System, the Tools or the Communications Services, including but not limited to any health and safety information;
- b) The results obtained from the use of the System, the Tools or the Communications Services;
- c) Any information provided by third parties and accessible on or through the use of the System, the Tools or the Communications Services.
- d) Except to the extent required by applicable law, Working Wise Ltd:
- e) Disclaims any express or implied warranties and conditions, including without limitation, any warranties as to non-infringement, merchantability or fitness for a particular purpose; and
- f) Does not warrant that the System, the Tools or the Communications Services or any content therein will be uninterrupted or error free, or that defects will be corrected
- g) The use of the System, the Tools and the Communications Services is at your own risk, and you assume full responsibility and risk of loss you may suffer as a result of using or accessing the System, the Tools or the Communications Services or downloading any content thereon.
- h) Except to the extent that liability under any applicable law or regulation cannot be excluded, under no circumstances shall Working Wise Ltd or its development partners, officers, directors, employees, agents, vendors, suppliers or distributors be liable to you or any third party for:
- i) Loss or damage of any kind whatsoever arising as a result of information or prices published on or furnished through the System, the Tools or the Communications Services or any errors or omissions of the System, the Tools or the Communications Services;

- j) Loss or damage of any kind whatsoever arising from decisions or purchases of third-party goods or services based on information published on or furnished through the System, the Tools or the Communications Services;
- k) Any indirect, special, incidental, punitive or consequential loss or damages; or
- l) Any other similar damages under any theory of liability (whether in contract, tort, strict liability or any other theory), that are directly or indirectly attributable to the use of, or the inability to use, the System, the Tools, the Communications Services or any content contained thereon, even if Working Wise Ltd has been informed of the possibility thereof. if you are dissatisfied with any part of the System, the Tools or the Communications Services, your sole and exclusive remedy is to discontinue use of the System, the Tools and the Communications Services.

14. Indemnity

You agree to indemnify and hold Working Wise Ltd, its development partners, subsidiaries, affiliates, directors, officers and employees, harmless from any claim, demand, or damage, including reasonable legal fees, asserted by any third party or arising out of your use of, or conduct on, the System, the Tools or the Communications Services.

15. Intellectual Property

The System, the Communication Services and the Tools are protected by copyright law and international treaty provisions and may not be copied or imitated in whole or in part.

16. General

Your use of the System, the Tools and the Communications Services shall be governed by all applicable laws of New Zealand, including the Privacy Act 2020.

Certain sections or pages of the System may contain separate terms or conditions. In the event of a conflict, these separate terms and conditions (if any) will govern for those sections or pages. You agree that your use of the System will not create any joint venture, partnership, employment or agency relationship between you and Working Wise Ltd, unless otherwise specifically agreed. If any part of these Terms of Use is determined to be invalid or unenforceable pursuant to applicable law, including but not limited to the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid and enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms of Use shall continue in effect.

Annual Renewal

GOSH subscriptions rollover annually from the subscription start date unless advised in writing two months prior to renewal, in line with section 18 of this user agreement.

17. Confidentiality, Privacy and Security Policy

Please refer to our Confidentiality, Privacy and Security Policy for details of our systems and procedures to keep your data safe, secure and confidential.

Upon closure of your GOSH system it is the client's responsibility to extract the required data in line with the Privacy Act 2020, relevant legislation and internal policies. Working Wise Ltd can extract this data for you upon request and acceptance of quote – this request must be made prior to the closing of your GOSH system. The GOSH system will be deleted within 20 working days of your GOSH closure date.

18. Termination or Service cancellation by notice

By Notice as of right

Either Party may, without incurring any liability for damages or other compensation, at any time give to the other no less than:

- a) two calendar months' notice of termination of the Term of this Agreement; or
- b) two calendar months' notice of the cancellation from this Agreement of a particular Service.

Termination Date

The later of two calendar months after the date upon which such notice is received by the Supplier and any date specified in the notice as the date upon which the Term shall come to an end, shall be the date upon which the Term of this Agreement shall come to an end (the "Termination Date")

If the annual GOSH subscription is cancelled prior subscription expiry date, no refunds will be given.

Date of Cancellation

The later of two calendar months after the date upon which such notice is received by the and any date specified in the notice as the date at which the Service is to be cancelled, shall be the date ("Date of Cancellation") when the Service is removed from this Agreement. From the Date of Cancellation the Parties are released from the obligation of this agreement.

19. Payment

Working Wise Ltd software costs are outlined in client agreement and are billed as follows:

- Setup fee (initial build) – paid in advance
- Implementation progress payment – paid in instalments
- Annual subscription – paid in advance (no refunds available)
- Logins – paid in advance (no refunds available)
- Training – 20% deposit with balance on conclusion of training
- Closure & extraction – paid in advance.

GOSH subscriptions are charged annually in advance, and if the GOSH subscription is cancelled prior subscription expiry date, no refunds will be given.

All payments within 7 days of invoice unless by prior arrangement. Most work is charged on an hourly basis plus GST, unless otherwise stated in the proposal for work.

Working Wise Ltd reserves the right to charge interest at 2% above current base rate for any late payments over 30 days. Working Wise Ltd reserves the right to charge interest at 5% above current base rate for any late payments over 60 days. Any late payments that require legal action will result in the client incurring all costs associated with debt collection. Services may be withheld if invoices remain unpaid for 14 days after the due date for payment.

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