

TERMS & CONDITIONS OF USE

Issued by RM Safe Pty Ltd, ACN 691 512 179 ("RM Safe", "we", "our", or "us")

1.0 Acceptance and Application of Terms

1.1 Binding Agreement

1.1.1 These Terms and Conditions ("Terms") govern your subscription to, access to, and use of all RM Safe documents, templates, tools, written materials, digital content, and services (collectively, "Products").

1.1.2 By purchasing, subscribing to, accessing, or using the Products, you acknowledge that you have read, understood, and agree to be bound by these Terms.

1.1.3 If you do not agree to these Terms, you must not access or use the Products.

1.2 Business Purpose

1.2.1 Our Products are intended for use in business, workplace, organisational, and commercial environments, not for personal, domestic, or household use.

1.3 Publication and Variation of Terms

1.3.1 RM Safe may update these Terms from time to time by publishing a revised version on our website.

1.3.2 Continued use of our Products after changes are published constitutes acceptance of the revised Terms

2.0 Subscription Term and Renewal

2.1 Subscription Length

2.1.1 All subscriptions to RM Safe operate on a 12-month minimum term commencing from the date access is granted ("Subscription Start Date").

2.2 Automatic Renewal

2.2.1 At the end of the initial 12-month term, your subscription will automatically renew for a further 12-month term unless cancelled in accordance with clause 2.3.

2.2.2 RM Safe will send a reminder communication approximately 10.5 months into each 12-month term.

2.3 Cancellation by Subscriber

2.3.1 You may cancel your subscription any time before the renewal date to prevent renewal of the next term.

2.3.2 Cancellation applies to future terms only; your current 12-month term will continue until expiry.

2.3.3 No refunds, credits, or pro-rata reductions apply to unused periods of the current term.

3.0 Fees, Billing and Payment

3.1 Payment Method and Authority

3.1.1 You authorise RM Safe to automatically debit all subscription fees from your nominated payment method for each 12-month term, including renewals.

3.1.2 You must ensure your payment method remains valid and has sufficient funds or limit to meet subscription charges.

3.2 Failed or Rejected Payments

3.2.1 If a payment fails, RM Safe may:

- (a) re-attempt the transaction;
- (b) suspend access to the Products; and/or
- (c) terminate the subscription for non-payment under clause 12.

3.3 No Refunds

3.3.1 To the maximum extent permitted by law, RM Safe does not provide refunds for change of mind, mistaken purchase, early cancellation, or failure to use the Products.

4.0 Licence and Scope of Use

4.1 Licence Grant

4.1.1 RM Safe grants you a non-exclusive, non-transferable, revocable licence to download, modify, and use the Products solely for internal use by one legal business entity.

4.2 Internal Use Only

4.2.1 Products may only be used to support the internal WHS management, compliance activities, safety processes, or administrative functions of your own business.

5.0 Prohibited Conduct

5.1 Unauthorised Sharing and Distribution

5.1.1 You must not provide, distribute, share, gift, sublicense, upload, publish, or resell RM Safe Products to any third party, including but not limited to:

- (a) contractors;
- (b) consultants;
- (c) related companies or entities;
- (d) subsidiaries;
- (e) external organisations; or
- (f) clients or associates.

5.2 Multiple Entity Restriction

5.2.1 Products must not be used to support more than one legal business entity, regardless of common ownership, directorship, or control.

6.0 Intellectual Property

6.1 Ownership

6.1.1 All intellectual property rights in the Products remain exclusively with RM Safe.

6.1.2 No ownership rights are transferred to you under these Terms.

6.2 Enforcement

6.2.1 RM Safe reserves the right to take legal action against any person or organisation that breaches or threatens to breach its intellectual property rights.

7.0 Document Updates and Legislative Changes

7.1 RM Safe Commitments

7.1.1 RM Safe will take reasonable steps to keep Products aligned with current WHS legislation, standards, and regulatory frameworks in Australia.

7.2 Subscriber Responsibilities

7.2.1 You acknowledge and agree that RM Safe cannot guarantee that any Product is appropriate for your specific business, operations, industry, or site.

7.2.2 You remain solely responsible for:

- (a) selecting appropriate documents;
- (b) implementing controls and safe systems;
- (c) providing supervision, consultation, and training; and
- (d) obtaining independent legal or specialist WHS advice where required.

8.0 No Legal Advice (Disclaimer)

8.1 Products are general WHS guidance tools, not legal, technical, or professional advice.

8.2 RM Safe does not warrant that any Product will ensure compliance with WHS law, prevent incidents, or eliminate workplace risk.

9.0 Limitation of Liability

9.1 Liability Cap

9.1.1 To the maximum extent permitted by Australian law, RM Safe's total aggregate liability for any claim arising out

of or in connection with the Products or these Terms is limited to the subscription fees paid for the most recent 12-month term.

9.2 Excluded Loss

9.2.1 RM Safe is not liable for any indirect, consequential, special, punitive, or economic loss, including but not limited to:

- (a) lost profits or business;
- (b) lost data;
- (c) lost opportunity;
- (d) regulatory penalties or fines;
- (e) business interruption;
- (f) reputational damage.

10.0 Indemnity

10.1 Subscriber Indemnity

10.1.1 To the maximum extent permitted by law, you agree to indemnify, defend, and hold harmless RM Safe, its officers, employees, and agents from and against all claims, liabilities, losses, damages, penalties, fines, expenses, and legal costs arising from or connected to:

- (a) your misuse of the Products;
- (b) your failure to implement appropriate WHS controls, systems, or supervision;
- (c) your reliance on the Products without obtaining independent professional advice;
- (d) your breach of these Terms; or
- (e) your breach of WHS or other legislation.

10.1.2 This indemnity survives termination or expiry of your subscription.

11.0 Suspension and Termination

11.1 Suspension for Breach or Non-Payment

11.1.1 RM Safe may suspend access to the Products immediately if:

- (a) your payment fails or your payment method becomes invalid;
- (b) you breach these Terms; or
- (c) RM Safe reasonably suspects unauthorised sharing or misuse.

11.2 Termination by RM Safe

11.2.1 RM Safe may terminate your subscription where:

- (a) a serious breach occurs;
- (b) unlawful use of the Products is suspected; or
- (c) suspension under clause 11.1 is not resolved within a reasonable time.

11.3 Effect of Termination

11.3.1 Upon termination, your licence to use the Products ceases immediately.

11.3.2 No refunds or credits apply upon suspension or termination.

12.0 Pricing and Changes to Products

12.1 Pricing Changes

12.1.1 RM Safe may adjust subscription pricing for future terms by providing reasonable notice prior to renewal.

12.2 Product Changes

12.2.1 RM Safe may update, modify, or improve its Products at any time at its discretion.

13.0 Privacy and Data

13.1 Privacy Commitment

13.1.1 RM Safe may collect personal and business information for subscription administration, account management, product delivery, and compliance with laws.

13.1.2 RM Safe will take reasonable steps to protect information in accordance with Australian privacy principles.

14.0 Third-Party Links and Content

14.1 The Products may refer to external materials, legislation, regulators, websites, or guidance documents. RM Safe is not responsible for external content and does not guarantee its accuracy, completeness, or currency.

15.0 Viruses, Availability and No Warranty

15.1 RM Safe does not guarantee uninterrupted access to the Products and is not liable for system outages, maintenance periods, or interruptions.

15.2 RM Safe does not guarantee that files or downloads are free from viruses or defects. You are responsible for using your own virus protection measures.

16.0 Governing Law and Jurisdiction

16.1 These Terms are governed by the laws of Australia.

16.2 You submit to the non-exclusive jurisdiction of the Australian courts.

17.0 Severability

17.1 If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions continue in full force.

18.0 Entire Agreement

18.1 These Terms constitute the entire agreement between you and RM Safe regarding your subscription and use of the Products and supersede all prior representations or understandings.

19.0 Definitions

For the purposes of these Terms:

- “Products” means all RM Safe documents, templates, forms, checklists, procedures, tools, and materials made available under subscription.
- “Subscription Start Date” means the date your subscription begins and access is granted.
- “You”, “your”, or “subscriber” means the business or individual subscribing to and using the Products.