

## End-User Licence Agreement (EULA) for the Contegrity Platform

### IMPORTANT INFORMATION

You are required to carefully read and agree to the terms of this EULA. To use the Contegrity Platform you will also need to read our Privacy Collection Notice and consent to our collection and processing of your personal information. The information in this box is to highlight certain legal aspects that are explained further below. If you have any questions about these documents, you can contact us by email at [wendy@contegrityethics.com.au](mailto:wendy@contegrityethics.com.au).

#### Is any liability excluded under the EULA?

Yes. If we are liable, our liability will be limited to supplying the Contegrity Survey again or paying the cost of having the Contegrity Survey supplied again. This limitation of liability is subject to any applicable laws, including the Australian Consumer Law.

We also exclude all liability for any indirect, special or consequential loss or damage. Please see Clause 14.3.

#### Will my subscription be automatically renewed?

Yes, subscriptions to access the Contegrity Survey are automatically renewed. However, you will be provided with notice before the renewal date so that you can terminate your subscription should you no longer wish to access the Contegrity Survey. Please see Clause 2.4.

**Last updated:** 24 May 2024

Please read this End-User Licence Agreement carefully before checking the "I Agree" box

This End User Licence Agreement (**EULA**) is between you and Contegrity Ethics Pty Ltd (ACN 664 152 827) (**Contegrity, we, us or our**), the provider of the Contegrity Platform. Your use of the Platform is governed by the EULA. It is a legal agreement between you and Contegrity.

In consideration for registering as a user of the Contegrity Platform, you confirm acceptance of the EULA. You may not make any use of the Contegrity Platform unless you have accepted the EULA.

### 1. Definitions

For the purposes of this EULA:

- (a) **Agreement** means this EULA regarding the use of the Platform, including the completion of a Contegrity Survey.
- (b) **Content** refers to content such as text, images, or other information that can be uploaded, linked to or otherwise made available or generated by you, regardless of the form of that content and includes your responses to the Contegrity Survey (where you have consented to Contegrity collecting and using the responses as part of a research project).
- (c) **Device** means any device that can access the Platform such as a computer, a mobile phone or a digital tablet.
- (d) **Effective Date** means the date that you register to use the Platform and accept the terms and conditions of this EULA.
- (e) **Law** means, with reference to any applicable jurisdiction, any statute, regulation, bylaw or a provision of a statute, regulation, or bylaw and includes, without limitation, any statutory rule, or ruling by a statutory body.

- (f) **Platform** means the Contegrity website at [www.contegrityethics.com.au](http://www.contegrityethics.com.au), and the Contegrity Survey, which is made available by Contegrity via the Contegrity website, which can be completed by you to help you identify, appraise and manage conflicts of interest.
- (g) **Third Party Services** means any services or content (including data, information, applications and other products or services) provided by a third party that may be accessed via the Platform.
- (h) **you** means the individual accessing or using the Platform or the company, or other legal entity, on behalf of which, you are accessing or using the Platform, as applicable.

## 2. Obligations of User

### 2.1 Platform

We will make the Platform (including the Contegrity Survey) available to you under this EULA. You agree that your use of the Platform is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Contegrity regarding future functionality or features.

### 2.2 Access

Internet access is required to fully access the Platform. You acknowledge that to use the Platform there will be charges from your internet service provider (for example mobile data usage). You understand and agree that Contegrity is not responsible for any connection issues, which you may experience when using the Platform and completing the Contegrity Survey on your Device.

### 2.3 Becoming a User

To become a registered user, you must:

- (a) be at least 18 years of age;
- (b) possess the legal right and ability to enter into a legally binding agreement with Contegrity; and
- (c) if requested, complete your details in the manner required on the Platform sign-in page to create a password protected user account.

Your account password must be protected securely at all times. Your password must be at least 8 characters long, contain a capital letter, number and special character.

Contegrity may offer you access to the Contegrity Survey on the following basis:

- (a) a subscription basis for a set period of time with either unlimited use or a capped number of uses; or
- (b) a pay per use basis (either a single use or set number of uses).

In some circumstances, a token may be provided to you (at our discretion) which will provide access to the Contegrity Survey at no cost for a single use or set number of uses.

After you have created your account, you may be directed to a payment portal. Once you have completed your payment (or entered a code for free access during a trial period) you will receive a link to access the Contegrity Survey – the link may be emailed to you and/or made available on the Platform.

You are liable for all activity on your account. Should you discover any unauthorised use of your account, you must contact us immediately.

You agree to ensure that your registration details remain true and accurate at all times. You must notify us of any change to the registration details as originally supplied.

## 2.4 Subscription and Fees

- (a) Our fees to access the Contegrity Survey on the Platform are payable to Contegrity:
  - (i) if you are a subscriber in advance as directed by us. Towards the end of each subscription period we will send you an email and invoice for the relevant period. If you do not cancel your subscription before the subscription period ends, your subscription will be renewed using the credit card details you provided.
  - (ii) if you pay by usage (either for a single or a set number of uses), in advance as directed by us.
- (b) All fees and charges are in Australian dollars. The fees are inclusive of goods and services tax (GST) where applicable.
- (c) If you do not pay your fees within the relevant period requested by us and after we inform you of any non-payment, then without prejudice to our other rights, we reserve the right to restrict your access to the Platform.
- (d) You may be provided with access to the Contegrity Survey for a single use or set number of uses, without charge, at Contegrity's discretion. Contegrity will provide you with a token to enable access without charge to the Contegrity Survey. To access the Contegrity Survey, you will need to register as a user and input the details of the token.
- (e) We review our fees on an annual basis. We will provide you with reasonable notice (at least 30 days' notice) in writing if our fees change prior to charging the increased fees. Your continued use of the Platform after the effective date of any fee change will constitute your acceptance of the amendments to our fees.
- (f) If you do not agree to our amended fees, then you must notify us in writing that you wish to terminate the EULA within 14 days of the date that we issue a notification to you relating to a change in our fees. You will receive a pro rata refund of any fees paid in advance.

## 3. Licence

### 3.1 Scope of Licence

Contegrity grants you a revocable, non-exclusive, non-transferable, limited licence to access and use the Platform and complete an Contegrity Survey strictly in accordance with the terms of this EULA.

The licence that is granted to you is for the sole purpose of enabling you to use the Platform and complete an Contegrity Survey in the manner contemplated by this EULA and the licence is not capable of sublicense without Contegrity's prior written consent.

### 3.2 Licence Restrictions

You agree not to, and you will not permit others to:

- (a) licence, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Platform or make the Platform available to any third party.
- (b) copy or use the Platform for any purpose other than as permitted under this EULA.
- (c) modify, make derivative works of, disassemble, decrypt, reverse compile or reverse engineer any part of the Platform.

- (d) remove, alter or obscure any proprietary notice (including any notice of copyright or trade mark) of Contegrity or its affiliates, partners, suppliers or the licensors of the Platform.
- (e) use the Platform in a way which may damage or harm Contegrity's reputation.

## **4. Use of the Platform**

### **4.1 Your Responsibilities**

- (a) You agree to use the Platform for lawful purposes only.
- (b) You are entirely responsible for:
  - (i) your access to the Platform;
  - (ii) your use of the Platform;
  - (iii) your compliance with the EULA;
  - (iv) the appropriateness, accuracy, quality and integrity of your responses provided in any Contegrity Survey completed on the Platform; and
  - (v) any decisions you make or actions you take that are informed by or as a result of completing the Contegrity Survey and/or any report received after completing the Contegrity Survey.
- (c) **Contegrity Survey**
  - (i) The Contegrity Survey is made available to users for informational purposes only and neither the Contegrity Survey, nor any reports which are provided as a result of completing the Contegrity Survey, constitute professional or legal advice.
  - (ii) If you do not complete the Contegrity Survey in one sitting, you will be able to save your responses.
  - (iii) You are only able to view your own Contegrity Survey responses. Your responses to the Survey are held on a server controlled by the Australian Consortium For Social and Political Research Incorporated (**ACSPRI**).
  - (iv) Once you have completed the Contegrity Survey:
    - (A) You will receive a prompt requesting whether you wish your responses to be:
      - (I) erased once you have printed the Contegrity Survey or report (which may be downloaded to your Device); and/or
      - (II) submitted to Contegrity so that the responses may be used in formal research projects.
    - (B) You may also receive a prompt or email requesting you to complete a user experience survey.

### **4.2 Prevention of Misuse**

- (a) You must not misuse the Platform and, in particular, you must not:
  - (i) commit or encourage a criminal offence;

- (ii) transmit or distribute a virus, trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene;
- (iii) hack into any aspect of the Platform; corrupt data; cause annoyance to other users;
- (iv) infringe upon the rights of any other person;
- (v) send any unsolicited advertising or promotional material, commonly referred to as “spam”; or
- (vi) attempt to affect the performance or functionality of any computer facilities of or accessed through the Platform.

Breaching this provision may constitute a criminal offence and we may report any breach of the above nature to the relevant law enforcement authorities and disclose your identity to them.

- (b) We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Platform or to your downloading of any material posted on it, or on any Linked Sites.

## **5. Content**

### **5.1 Content Restrictions**

We are not responsible for the entries, information or Content of the Platform’s users. We do not monitor the data which is generated by users of the Platform. You expressly understand and agree that you are solely responsible for the Content and for all activity that occurs under your account, whether done so by you or any third person using your account. You grant Contegrity a perpetual, worldwide, royalty-free, irrevocable, non-exclusive right and licence to use your Content in respect of providing services via the Platform.

You may not transmit any Content that is unlawful, offensive, upsetting, intended to disgust, threatening, libelous, defamatory, obscene, may incite violence or is otherwise objectionable. Examples of such objectionable Content include, but are not limited to, the following:

- (a) unlawful or promoting unlawful activity;
- (b) defamatory, discriminatory, or mean-spirited content, including references or commentary about religion, race, sexual orientation, gender, national/ethnic origin, or other targeted groups;
- (c) spam, machine generated content or randomly generated content, constituting unauthorised or unsolicited advertising, chain letters, any other form of unauthorised solicitation, or any form of lottery or gambling;
- (d) containing or installing any viruses, worms, malware, trojan horses, or other content that is designed or intended to disrupt, damage, or limit the functioning of any software, hardware or telecommunications equipment or to damage or obtain unauthorised access to any data or other information of a third person;
- (e) infringing on any proprietary rights of any party, including patent, trade mark, trade secret, copyright, right of publicity or other rights;
- (f) impersonating any person or entity including Contegrity and its employees or representatives;
- (g) violating the privacy of any third person; and
- (h) misleading, deceptive and false information,

(collectively, **Prohibited Content**). By uploading any Content, you represent and warrant that the Content is not Prohibited Content. We can limit or revoke your use of the Platform if you post Prohibited Content.

We reserve the right, but not the obligation to, in our sole discretion and where acting reasonably, determine whether or not any Content is appropriate and complies with this Agreement, or to refuse or remove any Content.

You agree to use the Platform at your own risk. You agree that under no circumstances will Contegrity be liable in any way for any Content, including any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of your use of any Content.

## **6. Privacy**

Contegrity's Privacy Policy, which sets out in detail how your personal information is collected, used, disclosed and stored, can be found at [www.contegrityethics.com.au](http://www.contegrityethics.com.au). Our Privacy Policy contains information about how you may exercise your privacy rights, including how you can request to access and/or correct your personal information and make a privacy complaint.

## **7. Intellectual Property**

The intellectual property rights in the Platform, including without limitation all copyrights, patents, trade marks, trade secrets and other intellectual property rights in all software and content (excluding user-generated Content), will remain, the sole and exclusive property of Contegrity (or its licensors).

The intellectual property rights in the Content that you submit to the Platform will remain with you. You grant Contegrity a fee-free, royalty-free, perpetual, irrevocable, worldwide, sublicensable, transferable licence to access and use your Content to enable Contegrity to operate and further develop the Platform and to make the Platform available to you and other users and to conduct research projects.

Contegrity will not be obligated to indemnify or defend you with respect to any third party claim arising out of or relating to the Platform. To the extent Contegrity is required to provide indemnification by applicable law, Contegrity shall be solely responsible for the investigation, defence, settlement and discharge of any claim that Platform, or your use of it, infringes any third party intellectual property rights.

## **8. Your Suggestions**

Any feedback, comments, ideas, improvements or suggestions you provide to Contegrity with respect to the Platform shall remain the sole and exclusive property of Contegrity.

Contegrity shall be free to use, copy, modify, publish, or redistribute the suggestions for any purpose and in any way without any credit or any compensation to you.

## **9. Modifications to the Platform**

We reserve the right to modify, suspend or discontinue, temporarily or permanently, the Platform (including the Contegrity Survey) or any service to which it connects. We will provide you with reasonable notice before doing so (where reasonable for us to provide notice).

## **10. Updates to the Platform**

We may, from time to time, provide enhancements or improvements to the features/functionality of the Platform, which may include patches, bug fixes, updates, upgrades and other modifications.

Updates may modify or delete certain features and/or functionalities of the Platform. You agree that we have no obligation to (i) provide any updates, or (ii) continue to provide or enable any particular features and/or functionalities of the Platform to you.

## **11. Third Party Services**

- 11.1 The Platform may display, include or make available third-party content (including data, information, applications and other products services) or provide links to third-party websites or services.
- 11.2 You acknowledge and agree that we shall not be responsible for any Third Party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. We do not assume and will not have any liability or responsibility to you or any other person or entity for any Third Party Services.
- 11.3 You must comply with applicable Third Party terms and conditions when using the Platform. Third Party Services and links thereto are provided solely as a convenience to you and you access and use them entirely at your own risk and subject to such Third Parties' terms and conditions.

## **12. Term and Termination**

### **12.1 Term**

The EULA commences on the Effective Date and will continue until terminated in accordance with the remainder of this clause 12.

### **12.2 Termination by Contegrity**

Contegrity may terminate the EULA at any time in writing if:

- (a) you have breached any material provision of the EULA and you fail to remedy the breach within a reasonable time after we provide notice to you of the breach;
- (b) Contegrity is required to terminate the EULA by Law or the operation of the Platform becomes unlawful; or
- (c) Contegrity determines that providing the Platform is no longer profitable or viable.

If we suspend or terminate your use and access, we will endeavour to inform you in advance. However, there may be some cases (for example, repeated or flagrant violation of the EULA, a court order, or danger to other users) where we may suspend or terminate your use and access immediately.

You are not entitled to any compensation, indemnity, damages or other payment from Contegrity as a result of Contegrity suspending or terminating your use of or access to the Platform in accordance with this clause and such suspension or termination will be without prejudice to any other rights or remedies that we may have under the EULA or under the law or equity.

### **12.3 Termination by You**

You may terminate the EULA at any time by providing us with not less than 30 days' prior notice in writing.

### **12.4 Effect of termination**

Upon termination, your licence to use the Platform and complete Contegrity Surveys will end and we will remove your access to the Platform. We may retain your user information, Content you have submitted or other personal information for archival, compliance, backup and disaster recovery purposes.

### **12.5 Survival of Terms**

Any termination by either party will not affect any rights, obligations, liabilities or licenses that are either expressed in the EULA to be continuous or are intended to continue indefinitely by implication.

### **13. Indemnity**

13.1 You agree to indemnify and hold Contegrity and its related bodies corporate, directors, officers, employees, consultants, agents, partners and licensors (if any) harmless from any and all third party claims or demands, liabilities or costs including but not limited to reasonable legal fees, due to or arising out of your: (a) unauthorised use of the Platform; (b) breach of this EULA or any law or regulation; or (c) violation of any right of a third party. You are not obligated under this indemnity to the extent that any claim arises from Contegrity's breach of this EULA.

### **14. Limitation of Liability**

14.1 Subject to any condition, warranty or right implied by, or any statutory consumer guarantee contained in, any law (including the *Competition and Consumer Act 2010 (Cth)*) which cannot by law be excluded by agreement:

(a) we give no warranties, and you have no other rights, apart from those expressly set out in this EULA; and

(b) all implied conditions, guarantees, warranties and rights are excluded.

14.2 We exclude, to the maximum extent permitted by law, any liability which may arise as a result of your use of the Content and the Platform. Where liability cannot be excluded, any liability incurred by us is, to the extent permitted by law, will be limited as provided and as per our option under section 64A of the Australian Consumer Law (namely, to supplying the Contegrity Survey again, or the payment of the cost of having the Contegrity Survey supplied again). However, this limitation of liability does not affect our liability for death or personal injury arising from our negligence, fraudulent misrepresentation, or any other liability which cannot be excluded or limited under applicable law.

14.3 To the extent permitted by law, in no event will Contegrity, its related bodies corporate, its directors, its officers, employees, agents, suppliers:

(a) be liable for any indirect, special, or consequential loss or damage however caused; and

(b) the aggregate liability of Contegrity, its related bodies corporates, its directors, officers, employees, agents, suppliers will be limited to the supply of the Contegrity Survey, or the cost of supplying the Contegrity Survey again.

### **15. Severability and Waiver**

#### **15.1 Severability**

If any provision of this EULA is held to be unenforceable or invalid, the provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

#### **15.2 Waiver**

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this EULA will not affect a party's ability to exercise such right or require the performance at any time thereafter nor will the waiver of a breach constitute a waiver of any subsequent breach.

### **16. Changes to this EULA**

We reserve the right, at our sole discretion, to modify or replace this EULA at any time. If a revision is material, we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion (where acting reasonably). If you do not agree to any amendments to the EULA, then you may terminate the EULA by providing us with at least 14 days' prior notice by emailing us at [wendy@contegrityethics.com.au](mailto:wendy@contegrityethics.com.au) including the reason for your



termination. In any such circumstance, where you are a subscriber, you will receive a pro rata refund of any fees you have paid in advance.

By continuing to access or use the Platform after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorised to use the Platform.

#### **17. Events outside Our Control**

We accept no liability for any failure to comply with the terms of this EULA where the failure is due to circumstances beyond our reasonable control.

#### **18. Assignment**

You cannot assign your rights or obligations under this EULA without our prior written consent (which will not be unreasonably withheld). We can novate or assign our rights and obligations under this EULA without restriction.

#### **19. Governing Law**

The laws in force in the State of New South Wales, excluding its conflict of law rules, govern this EULA and your use of the Platform. Your use of the Platform may also be subject to other local, state, national, or international laws. You agree to submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia.

#### **20. Entire Agreement**

The EULA constitutes the entire agreement between you and Contegrity regarding your use of the Platform and supersedes all prior and contemporaneous written or oral agreements between you and the Contegrity Platform (to the extent permitted by law).