

## 1. Introduction

- 1.1. We provide certain Services to the Service Licensee. The Service Licensee may request you to use and access those Services. These Terms of Use govern your use of and access to the Services. If you do not accept these Terms of Use, you must not use or access the Services.
- 1.2. You may use or access the Services on behalf of more than one Service Licensee in which case any access or use will be subject to these Terms of Use, irrespective of which Service Licensee's request or authorisation you are operating under.
- 1.3. We may revise these Terms of Use from time to time by posting an updated version at login. Your continued use of the Services following a revision constitutes your acceptance of the revised Terms of Use.

## 2. Use of Our Services

- 2.1. You must keep your Login Credentials secure and confidential and take appropriate steps to prevent unauthorised access to the Services. As between you and us, you are responsible for all activities that take place on the Services using your Login Credentials.
- 2.2. You will maintain the confidentiality of our confidential information and that of our Assisting Parties that is disclosed to you in relation to the Services. You will only use and disclose such confidential information for the purposes of making authorised use of the Services (as described in these Terms of Use).
- 2.3. You must:
  - a) provide us and our Assisting Parties with all relevant assistance, information and documents reasonably required by us to provide the Services;
  - b) not in any way profit from or otherwise commercially exploit or make available for the benefit of any third party (other than the Service Licensee) any part of the Services;
  - c) not alter, modify, decompile, disassemble, create derivative works of or reverse engineer the Services nor attempt to do so, except as permitted by law;
  - d) only access the Services via the interfaces provided by us, and not create unauthorised links to, or frame or mirror, the Services;
  - e) not compromise or attempt to compromise the Services or the infrastructure over which the Services are provided;
  - f) comply with our reasonable instructions and requirements in connection with your use and access to the Services (including those relating to security, technology and risk management); and
  - g) notify us if you become aware of any matter that may affect the security or integrity of the Services.
- 2.4. We do not guarantee that your use of, and access to, the Services or Your Materials will always be secure, uninterrupted or error free. To the maximum extent permitted by law, we will not be liable for any loss (including loss of Your Materials) which occurs outside our systems or our reasonable control.
- 2.5. We may upgrade, maintain, tune, backup or otherwise alter the Services from time to time as provided for in our agreement with the Service Licensee.
- 2.6. The Services are not intended to be used for archival purposes and you should retain separate backup copies of Your Materials.

## 3. Information provided by you

- 3.1. As between you and us, you must ensure that Your Materials comply with all applicable laws, do not contain any viruses, bots, worms or other harmful code, are not defamatory, fraudulent, indecent or offensive, can be provided to us, are to the best of your knowledge accurate and correct, do not infringe the rights of any third party including intellectual property or privacy rights, and do not give rise to any civil or criminal liability for us or our Assisting Parties.
- 3.2. We may Use information obtained in performing the Services:
  - a) for Business Purposes, provided that any output is anonymized or aggregated so that no Personal Information or information relating specifically to you is reasonably identifiable; and
  - b) in order to identify and mitigate any quality, conduct or risk management issue.
- 3.3. Without limitation to clause 4.2 which applies to Personal

Information, we may disclose or otherwise provide Your Materials to a Service Licensee, to other Participants or to third parties that we provide access to the Services to, including without limitation government or statutory bodies in relation to regulatory requirements.

## 4. Privacy

- 4.1. You must not place any Personal Information on the Services or disclose any Personal Information in connection with your use of the Services other than the Personal Information specifically required for the authorised use of the Services including our support of your use of the Services.
- 4.2. We may Use (including disclosing to persons located outside Australia) Personal Information as set out in our privacy policy at [www.kpmg.com.au](http://www.kpmg.com.au) and may allow the Service Licensee and other Participants to access and view your Personal Information for the purposes of providing the Services.

## 5. Liability

- 5.1. Other than those provisions expressly set out in these Terms of Use, subject to clauses 5.4 and 5.5 the Services are provided on an 'as is' basis and all other implied or express warranties, representations and guarantees are expressly excluded. In particular we do not warrant that the operation of the Services will be error free or uninterrupted.
- 5.2. Subject to clause 5.4, to the extent permitted by law our maximum aggregate liability for all causes of action arising under these Terms of Use is limited to \$100.
- 5.3. To the extent permitted by law, we are not liable for any: (a) indirect or consequential loss or damage; or (b) loss of or damage to business, goodwill or reputation, loss of revenue or profits, or business interruption.
- 5.4. These Terms of Use do not limit or exclude any liability of a party that cannot be excluded or limited by law.
- 5.5. If a guarantee or other provision is implied or imposed by law in connection with the Services or these Terms of Use, and we are permitted to do so, our liability for breach of that guarantee or other provision is limited to one or more of the following at our option:
  - a) in the case of goods: the replacement or repair of the goods or the supply of equivalent goods; or the payment of the cost of replacing or repairing the goods or acquiring equivalent goods; and
  - b) in the case of services: the re-supply of the services; or the payment of the cost of having services re-supplied.
- 5.6. This clause 5 applies to any claim or liability in connection with the Services or these Terms of Use, regardless of the basis on which it arises whether in contract, tort (including negligence), under statute or otherwise.

## 6. Suspension and Termination

- 6.1. We may suspend or terminate your access to and use of the Services if you breach these Terms of Use or if we suspend or terminate the Service Licensee's right to use or access the Services for any reason.

## 7. General

- 7.1. These Terms of Use are governed by the laws of New South Wales, Australia and the parties unconditionally submit to the exclusive jurisdiction of the courts sitting in New South Wales.
- 7.2. Any term in these Terms of Use which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of these Terms of Use or term are not affected.
- 7.3. Nothing in these Terms of Use is intended to:
  - a) limit any rights and obligations as between us and the Service Licensee; or
  - b) constitute a fiduciary relationship, relationship of employment, or an agency, partnership, franchise or trust.

## 8. Definitions

**Assisting Parties** means: (i) Member Firms; and (ii) our third party contractors and suppliers, including those who assist us in

performing the Services and those engaged to facilitate and support Member Firms' businesses.

**Business Purposes** means to enable Member Firms, including with the assistance of Assisting Parties: (i) to provide and enhance services and deliverables to clients (including you); (ii) to develop thought-leadership, expertise and know-how; and (iii) to derive non-attributable insights and provide benchmarking services.

**Entity** means an organisation of any nature (whether incorporated or not) including without limitation any partnership, company, statutory authority or government body.

**KPMG Global Organisation** means, as applicable, any or all of: KPMG International Limited (an English company limited by guarantee); KPMG International Services Limited (an English company limited by guarantee); KPMG International Cooperative (a Swiss entity); and their respective subsidiaries.

**Login Credentials** means credentials such as user names and passwords.

**Member Firms** means KPMG, KPMG Global Organisation, and any Entities that are: (i) members of KPMG Global Organisation (**Members**); (ii) parties to a participation agreement which permit it to be part of the KPMG network (Sublicensees); or (iii) directly or indirectly, wholly or dominantly owned or controlled by any Member, Sublicensee or KPMG Global Organisation.

**Participants** means the organisations or individuals other than the Service Licensee who have been authorised to access and use the Services.

**Personal Information** has the meaning given to that term in the Privacy Act 1988 (Cth).

**Services** means the products and services that we or a Member Firm do, or are required to, provide to the Service Licensee.

**Terms of Use** means these terms and conditions and the KPMG Privacy Policy available at [www.kpmg.com/au/privacy](http://www.kpmg.com/au/privacy).

**Use** means collect, use, access, modify, transfer, sublicense and disclose.

**We, us (or derivatives)** means KPMG Australia Technology Solutions Pty Ltd ACN 606 612 962.

**Service Licensee** means the Entity that we or a Member Firm provide Services to and that you represent or that has requested or approved you have access to the Services.

**Your Materials** means any data, information, documents, materials or other information you provide to us via the Services.