

Program Plan Management

Terms and Conditions

as at 30th April 2021

Set out here are the terms of service ("Terms") for providing your use and access to the software ("Software") provided on the internet by the Australian company, Programmer Pty Ltd trading as "Program Plan Management" ("PPM"). Using this Software is contingent on you agreeing to be bound by these Terms, which are detailed at this website address (<https://ProgramPlanManagement.com.au/terms.pdf>). Whenever you or your representative use or access this Software on behalf of an organisation, you are also agreeing to these Terms for that organisation and the words "you" (and "your") is a reference to that organisation.

These Terms may sometimes later be changed by PPM and if that happens, the Terms will be updated here on this website. Changes to the Software and new additions to the Software are also subject to the Terms. We will notify you by email via the email address provided by you in your account in the Software (or other means) of any significant changes to the Terms. You are able to terminate the use of our Software in the advent you do not agree to the changes to the Terms. However, by your continued use of the Software after the changes to the Terms become effective, you agree to be bound by the newer Terms.

Our Policy on Privacy

PPM is committed to protecting your privacy. The detail of this privacy commitment is provided in the privacy policy here (<https://ProgramPlanManagement.com.au/privacy.pdf>), and includes how information is collected, used and maintained by PPM in the use of the Software and Services. Your use of the Software and Services is on the understanding that you agree to the collection, use and means of maintaining of your information as explained in this privacy policy.

Registration Process

You agree that you, or your representative, have the legal right and legal ability to agree to be bound by these Terms. Upon registering to use the Software, you agree to provide accurate registration information when prompted by the Software and to keep such information up-to-date in the Software. Also, you authorise PPM to check the validity of this information that is needed for the Software's use.

The Licence

The license to use the Software is subject to these Terms and is granted to you as a non-exclusive and non-assignable limited licence solely for your own internal use for the term of such use, or before if your use is terminated earlier. Use of the documentation for our Software is solely limited to your use of the Software. Any rights not expressly given in these Terms are reserved by Programmer Pty Ltd. That is, all rights, titles and interests in and to the intellectual property rights in our Software and related documentation and any corrections, derivatives, enhancements, modifications, updates and upgrades to our Software and related documentation, including all intellectual property and other proprietary rights contained within, belong solely and exclusively to Programmer Pty Ltd and its licensors. Our Software and services may include certain third party products, components and support services. For any such software or services that you use here, you agree to comply with the terms and conditions of such third party products and services.

Level of Service

PPM makes commercially reasonable efforts to keep our Software and service operational 24 hours a day and seven days a week, except for planned downtime for maintenance and upgrades. Also, commercially reasonable efforts will be made to provide at least two day advance notice of any planned disruption to the Software and its provision. That said, despite our efforts to maintain continued supply and use of the Software, such supply may at times be interrupted and Programmer Pty Ltd is not responsible for these interruptions or any damages as a result of these interruptions. Programmer Pty Ltd reserves the right for any reason, to change or discontinue at any time, any or all of the Software's services without any liability to you.

Your Data.

PPM does not own any of your data, information or images ("Your Data") that you post or upload to our Software service. For between you and PPM, you retain title to and ownership of all right, title and interest in Your Data. By using our Software, you grant PPM a limited license to access, process, transmit and use Your Data for the sole purpose of providing our service to you and for complying with these Terms. To this purpose, Your information may be seen or used by people working for or on behalf of us and other service providers including (without limitation):

- our directors and owners;
- our professional workers (employed or contracted);
- our administrative staff (employed or contracted);

- our third-party professional advisors and service providers, including (without limitation) our lawyers, book-keepers, accountants, auditors, tax consultants, actuaries, management consultants and IT service providers (including software-as-a-service providers);
- Medicare, private health insurance providers, our insurers and reinsurers;
- the National Disability Insurance Agency and its agents;

We will not rent, sell, trade or otherwise disclose to any other third parties any personal information about you without your consent, or unless we are required to by law (including pursuant to a court or tribunal order), or where a permitted general situation (including a permitted health situation) exists within the meaning of the Privacy Act 1988 (Cth), or if we reasonably believe disclosure is necessary for enforcement-related activities. In other words, Your Data will not be disclosed to any other external parties than those listed here, except for generalised, aggravated or non personal data and as such will be ensured to not identify you or any other identity.

Following any expiration or termination of these Terms or your account, PPM will retain a copy of Your Data for 30 days and thereafter have no obligation to maintain or provide access to Your Data and will, unless legally prohibited, delete all Your Data in such account. The exporting of Your Data at the end of using the Software service is understood by you to be your sole responsibility.

Confidentiality

Information that is confidential ("Confidential Information") is defined here as propriety or non public information and/or materials (or even knowledge) which is indicated as confidential or at least reasonable understood to be confidential in the circumstances. We are committed to protecting the confidentiality of your Confidential Information as explained below. Accessing or disclosing the use of Confidential Information and other limits regarding such information is solely and exclusively governed by these Terms and our Privacy Policy (<https://ProgramPlanManagement.com.au/privacy.pdf>). The only exception is in the event of later written agreements between PPM and you. The obligations arising from these Terms in regard to Confidential Information shall stay in effect for the Term and for one year thereafter. During this Term, PPM may disclose to you their Confidential Information and visa versa. For example, the information you enter to register is Confidential Information. Each party, PPM and you, agree to protect each others Confidential Information from access or disclosure to other parties, that are not authorised. Such protection extends to at least the same level of control as the disclosing parties protection of its own Confidential Information. The access or use of the other parties Confidential Information is only permitted for performing the Terms and only to employees of either party who need to know this Confidential Information to enable the Terms and who are also obligated by the same Terms. Confidential Information received from each party, PPM or you, terminates as Confidential Information if either such information was already known to the other party in a lawful way that was without an obligation for it to be confidential, or such information was commonly available to the public before the disclosing party become aware of it. Additionally, each party, PPM or you, may provide the other parties Confidential Information to other parties if compelled by law or court of law or government authority and notify the other party promptly of such an event if legally permissible by law.

Your Responsibility

It is your sole responsibility to ensure that your access to the Software complies with these Terms, and your log in account information, passwords and security settings for the use of the Software remain confidential, and the legitimate and reasonable use by you (or your representative) of the Software. PPM is not responsible for any loss or change to Your Data, except for our breach of these Terms. Also, you agree to promptly notify PPM of any noticed access or password disclosure to your account that you have not authorised. PPM retains the right to terminate your use of the Software without notice in the event of suspicious activity of your account that appears not authorised and agree to help investigate any such use. Also, you agree to comply with all relevant laws and regulations in connection with your use of the Software, including data protection, privacy, transmission of data and export control laws and regulations.

Your Behaviour

You and your authorised representative agree to: (a) not remove or modify any trademarks, trade names, service marks, service names, images, logos or brands, or copyright or other proprietary notices on our Software and Services or its documentation, or add any other markings or notices to it, and (b) not use our Software or Services or permit our Software or Services to be used to perform any related services for any third party, or otherwise license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party our Software or Services in any way, and (c) not post, upload or permit our Software or Services to be used to post or upload any Customer Data that infringes the intellectual property rights or other proprietary rights of any third party, is unlawful or contains objectionable material or contains software viruses or other harmful or deleterious computer code, files or programs such as trojan horses, worms, time bombs or cancelbots, and (d) not use our Software or Services or permit our Software or Services to be used to store, host or send unsolicited email, spam or SMS messages, and (e) not use or permit the use of any software, hardware, application or process that interferes with our Software or Services, interferes with or disrupts servers, systems or networks connected to our Software and Services, or violates the regulations, policies or procedures of such servers, systems or networks, accesses or attempts to access another customer's accounts, servers, systems or networks without authorisation, or harasses or interferes with another customer's use and enjoyment of our Software and Services, and (f) not tamper with or breach the security of our Software or Services, and (g) not modify, port, adapt, translate or create any derivative work based upon, our Software or Services or its documentation,

and (h) not reverse engineer, decompile, disassemble or otherwise derive or attempt to derive the source code of our Software or Services.

No Professional Advice

No legal, accounting, medical, financial or other professional advice is provided by PPM and its staff. The information provided by PPM or its staff, is for your information only and does not address your specific circumstances. You acknowledge that it is your responsibility to evaluate all the information that is provided to you by PPM and its staff.

Warranty Details

PPM provides the Software and Services on an "As Is" and "As Available" basis and disclaim any and all warranties. In particular, PPM does not warrant that our Software or Services (or part thereof) are free of errors, nor without interruptions, secure or free of computer viruses. Also, PPM gives no warranty that the Software and Services will meet your performance and quality requirements, nor will corrections for any defects necessarily be corrected within any stipulated time period. The use of our Software and Services means that sensitive and Confidential Information is sent over the internet through third party services that PPM does not control. PPM makes no warranty in regard to the security of these third party services. All risk and responsibility for any corruption or loss of your data sent over these third party services is with you, despite any security measures that are provided by PPM.

Limitations of Liability

With the exception of misappropriating intellectual property, neither party, that is, PPM or you, shall be liable to the other party for any type of incidental or consequential damages from the use of our Software or Services. For example, there is no liability for any loss of business, loss of goodwill, loss or corruption of data or the interruption of service. In any event, the limit of liability of PPM to you or any third party is no more than the fees obtained in the previous six months of the events giving rise to the claim. Claims against PPM are limited to be made no more than one year after the events giving rise to the claim. These limits of liability form an essential term of the contract between you and PPM and shall survive and apply after the end of any enrolment term.

Third Party Software and Services

The Software we use may contain or use or refer to software or services from other third parties that PPM does not own or control. These third party software or services or content are not endorsed by PPM. Your access to these third party software or services or websites are done at your own risk and agree that PPM is not responsible for your use of them. PPM does not use your name or logo to identify you as a customer on our website or in other sales or marketing materials, without your prior consent.

Termination of Service

The term ("Term") of your use of our Software and Service commences when you sign up on our website and continues until your account is terminated under these Terms. Your account may be terminated any time by you for any reason, simply by emailing your request with your account information to james@programmer.com.au (including the word "NDIS" in the title) and stopping the use of our Software or Services. Alternatively, the use of our Software or Services may be terminated by us at any time but not before notifying you in writing or email, unless such a termination is because there is a suspected or actual breach of these Terms by you. Upon termination, your rights to use our Software and Services under these Terms ends. PPM or its associates shall not be liable to you for any termination. Nevertheless, despite the above, the Terms headed "Your Data", "Confidentiality", "Warranty Details", "Limitations of Liability", "Termination of Service", "Miscellaneous Terms" and "Contact Information" will survive any end or termination of these Terms.

Miscellaneous Terms

The parties: PPM is an independent contractor. Nothing in these Terms shall be deemed to constitute a joint venture or partnership between the parties, nor constitute any party as the agent of the other party for any purpose, or entitle any party to commit or bind the other party in any manner. These Terms may be altered, supplemented or amended by us as set forth above in the Section entitled "Terms", and may not be altered, supplemented or amended by you unless agreed in a separate written (non email) agreement signed by an authorised representative of PPM. Severability: If any provision of these Terms is held to be unenforceable, the unenforceable provision shall be replaced by an enforceable provision that comes closest to the parties' intentions underlying the unenforceable provision, and the remaining provisions of these Terms shall remain in full force and effect. The unenforceability of any provision in any jurisdiction shall not affect the enforceability of such provision in any other jurisdiction. Assignment: PPM may assign or transfer these Terms, in whole or in part, to any Programmer Pty Ltd affiliated company or in connection with any acquisition, consolidation, merger, reorganization, transfer of all or substantially all of its assets or other business combination, or by operation of law without your consent and without providing notice. Also, PPM may subcontract its obligations here, provided that PPM shall at all times remain fully responsible for the performance of any subcontractor. You may not assign or transfer any part of these Terms, or delegate your duties or responsibilities under these Terms, by business combination, operation of law or otherwise without our prior written consent. Subject to this above, these Terms will bind and benefit the parties and their respective successors and permitted assigns. Third Party Beneficiaries: Except as expressly provided in these Terms, nothing in these Terms, express or implied, is intended to confer upon any other party (other than their respective successors and permitted assigns) any rights or obligations, to enforce these Terms. Jurisdiction: These Terms shall be governed by the laws of Tasmania, Australia. These Terms shall not be governed by the conflict of

law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. The respective courts of Tasmania, Australia shall have exclusive jurisdiction for any dispute between the parties, and the parties consent to venue and personal jurisdiction there. Force Majeure: PPM shall not be liable for failures caused by any circumstances beyond PPM's control, including acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, failures in computer hardware, telecommunications, internet service provider or hosting facilities, power shortages or denial of service attacks.

Contacting Information

We may communicate with you via email at the email address associated with your account, or through our Services (for example, through pop-up dialog boxes), or on our website regarding your account, system updates or other matters related to our Software and Services for your account. If you have any questions about these Terms, or if you want to contact PPM for any reason, please write to:

Programmer Pty Ltd, 36 Tasman Highway, St Helens, Tasmania 7216 Australia.