

ThinkSafe Membership Terms and Conditions

Your ThinkSafe Annual Membership includes:

- A complete Health and Safety Program and associated tools and resources to manage risks and meet the expectations of the Health and Safety at Work Act 2015
- Ongoing advice and support for any Health and Safety issues
- 24/7 incident support via the 0800-free phone number
- Assistance with WORKSAFE NZ requirements, should a notifiable event occur
- Yearly updates which ensure your Health and Safety Program remains current and keeps up to date with any significant legislative changes
- Extra risk assessments developed to suit your workplace
- Personal assistance with pre-qualification questionnaires
- The ThinkSafe APP, free of charge for 1 user

Your Membership Terms and Conditions:

- Your ThinkSafe Program is offered as a low-cost annual licensed membership that is subject to annual renewal.
- We will provide you with a log in and password, sent via email to your nominated email address that will result in the formation of a contract between you and ThinkSafe.
- Your ThinkSafe Program meets the latest international Health and Safety standards and retails for \$5,000 + GST as a single purchase, should you prefer that. Our annual membership offers you a low-cost option with immediate access to regular updates together with other membership benefits.
- Your ThinkSafe membership is licensed for a minimum twelve (12) month period.
- For ThinkSafe Premium members, your contract shall take full effect upon completion of the business Diagnostic Assessment and prior to implementation.
- Your ThinkSafe membership is automatically renewed every year with a Renewal Notice sent out 21 days prior to the due date.
- Your ThinkSafe Health and Safety Program is payable in full upon receipt of your ThinkSafe pack.
- Postage and packaging are payable by you.
- You agree that payment in full is due for all products and or services sent to you by ThinkSafe.
- If you don't wish to renew your membership, ThinkSafe must be notified in writing at least seven days before renewal date. Your license to use ThinkSafe material will expire forthwith and continued use is a breach of copyright and prohibited.
- If you fail to properly notify your cancellation of membership in a timely manner, or/if your pack has been dispatched, your renewal for the ensuing year shall be legally binding.
- ThinkSafe licensed membership is for NZ business entities only.
- The ThinkSafe Health and Safety Program and licensed membership is for one business entity only.
- If ThinkSafe assists you with a Prequalification, you agree that the term of your membership will be legally binding for the entire period covered by the respective Prequalification that ThinkSafe assisted you with.
- The ThinkSafe Health and Safety resources, logo and the information on the website are protected by copyright and may not be reproduced, distributed, or transmitted in any form or by any means without the prior written permission of ThinkSafe Ltd.
- We may collect personal information such as your name, address, contact details and identification details, primarily for the purpose of and incidental to selling and promoting our services to you in a secure way. We collect personal information directly from you and will treat any information that you give us as confidential within our Company and related entities. However, we may use your information in any of the ways described and permitted by the Privacy Act 1993.
- If you do not pay in accordance with the payment terms set out, then you will be liable to pay for all debt collection and legal costs ThinkSafe incurs in utilising such services in the enforcement of any rights contained in these Terms and Conditions, including any actual solicitor's fees and /or debt collection agency fees.

Termination / Cancellation by ThinkSafe

We may suspend or terminate your right to use or access all or any part of the Website, ThinkSafe APP and Services at any time if:

- any of our fees and charges in relation to your Membership Account have not been paid by the relevant due date;
- you violate or breach these Terms;
- you misuse or abuse any of the ThinkSafe Services provided to or accessed by you;
- we consider that the use of any of the ThinkSafe Services by you may harm or diminish our name or reputation.
- we reasonably consider it necessary to do so for security, legal, technical, intellectual property, or operational reasons;
- any step is taken to appoint a receiver and manager, liquidator or other like person over the whole or any part of your assets.

ThinkSafe reserve the right to terminate your membership (and accordingly your right to access our Services) at any time if you breach the Terms including but not limited to, defaulting on your payment obligations. On termination, any fees or charges invoiced

by us, or which we were entitled to invoice on or prior to the date of termination, but which have not been paid will remain payable. The termination will be without prejudice to either you or our rights and remedies in respect of breach of these terms by the other, where the breach occurred before termination.

We will use reasonable efforts to provide you with notice of any such suspension or termination by email and may cancel your membership forthwith.

Disclaimer: To the fullest extent permitted by law, ThinkSafe Limited (and all those associated with it) disclaims all warranties, express or implied, in relation to the information within the ThinkSafe Health and Safety System. ThinkSafe Ltd. will not be liable to you for any damage, losses, costs, or expenses of any kind, which arise out of, or result from, any use / misuse of the information contained within the ThinkSafe Health and Safety System.