

## 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 ensures 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
- A Quarterly Newsletter

### 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 \$5000 + 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.
- 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 at least seven days before renewal date, and your pack has been dispatched, your renewal for the ensuing year will 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.
- Any expenses, disbursements and legal costs incurred by ThinkSafe in the enforcement of any rights contained in these Terms and Conditions shall be payable by you, including any actual solicitor's fees or debt collection agency fees.
- Any personal information that you provide to ThinkSafe during the membership process or when accessing and using the ThinkSafe membership support services will be strictly confidential.

**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.