



ONSITE CONTRACTOR WEBSITE TERMS OF USE

1 INTRODUCTION

This page (together with the documents referred to on it) tells you the terms of use ("Terms of Use") on which you may make use of our website secure.onsitetrackeasy.com.au ("website"), as a registered user. The Onsite Contractor allows a contractor company to view all data held by sites using onsite on their individual employees. This website:

Allows a contracting company to view and edit 'general' employee details. General details includes name, contact details, emergency contacts. It does not allow a contracting company to add new employees to the system.

Allows a contracting company to view their individual employee's competencies and access keys across all sites and on a site by site basis.

Allows a contracting company to view any messages their employees have received at login from site operators on the various sites where they work.

Allows a contracting company to manage users of Onsite Contractor subscription.

1.1. Please read these Terms of Use carefully before you start to use the website. By using our website, you indicate that you accept these Terms of Use and that you agree to abide by them. If you do not agree to these Terms of Use, please refrain from using our website.

2 INFORMATION ABOUT US

2.1 Our website is operated by ONSITE TRACK EASY PTY LTD ABN 84 098 220 743, and is part of the Pegasus Group ("we", "our", "us"). We are registered under the laws of NSW and have our business address at St Patrick's Commercial Centre, 16 Cambridge Street, Singleton, New South Wales, 2330.

3 ACCESSING OUR WEBSITE

3.1 Access to our website is permitted on a full access basis, and we reserve the right to withdraw or amend the service we provide on our website without notice. We will not be liable if for any reason our website is unavailable at any time or for any period.

3.2 From time to time, we may restrict access to some parts of our website, or our entire website, to users who have registered with us.

3.3 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms of Use.

3.4 You are responsible for making all arrangements necessary for you to have access to our website. You are also responsible for ensuring that all persons who access our website through your internet connection are aware of these Terms of Use, and that they comply with them.

4 TERMINATIONS OF SERVICES

4.1 Pegasus reserves the right to terminate the service to you, at its complete discretion and without any liability in any way if any of these express or implied terms are breached by you or your contractors.

5 INTELLECTUAL PROPERTY RIGHTS

5.1 For the purposes of these Terms of Use, "intellectual property" means patents, inventions, know how, trade secrets and other confidential information, registered designs, copyrights, database rights, design rights, rights affording equivalent protection to copyright, database rights and design rights, semiconductor topography rights, trademarks, service marks, logos, domain names, business names, trade names, moral rights, and all registrations or applications to register any of the aforesaid items, rights in the nature of any of the aforesaid items in any country or jurisdiction, rights in the nature of unfair competition rights and rights to sue for passing off.

5.2 We are the owner or the licensee of all intellectual property rights in our website and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

5.3 You may print off one copy, and may download extracts, of any page(s) from our website for your personal reference and you may draw the attention of others within your organisation to material posted on our website.

5.4 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

5.5 Our status (and that of any identified contributors) as the authors of material on our website must always be acknowledged.

5.6 You must not use any part of the materials on our website for commercial purposes without obtaining a licence to do so from us or our licensors.

5.7 If you print off, copy or download any part of our website in breach of these Terms of Use, your right to use our website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

6 RELIANCE ON INFORMATION POSTED

6.1 Commentary and other materials posted on our website are not intended to amount to advice on which reliance should be placed. We will try to ensure that information and content on the website is accurate but please note that all information and content on the website is provided on an "as is" basis and you assume total responsibility and risk for your use of information and content on the website. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our website, or by anyone who may be informed of any of its contents.

7 WEBSITE CHANGES

7.1 We aim to update our website regularly, and may change the content at any time. If the need arises, we may suspend access to our website, or close it indefinitely. Any of the material on our website may be out of date at any given time, and we are under no obligation to update such material.

8 LIABILITY

8.1 The material displayed on our website is provided without any guarantees, conditions or warranties as to its accuracy.

8.2 Nothing in these Terms of Use excludes or limits liability which cannot be excluded or limited by law.

8.3 Subject to clause 8.2, any indemnities, warranties, terms and conditions (whether express or implied) are hereby excluded to the fullest extent permitted by law.

8.4 Subject to clause 8.2, we will not be liable, in contract, tort (including, without limitation,

negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with these Terms of Use for any: (i) direct, indirect or consequential loss or damage incurred by you in connection with our website or in connection with the use, inability to use, or results of the use of our website, any websites linked to it and any materials posted on it; or (ii) economic losses (including without limitation loss of revenues, data, profits, contracts, business or anticipated savings); or (iii) loss of goodwill or reputation; or (iv) special or indirect losses; or (v) any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable suffered or incurred by you arising out of or in connection with these Terms of Use.

9 INFORMATION ABOUT YOU AND YOUR VISITS TO OUR WEBSITE

9.1 We process information about you in accordance with our privacy policy

<http://www.onsitetrackeasy.com.au/privacy.aspx>. By using our website, you consent to such processing and you warrant that all data provided by you is accurate.

10 TRANSACTIONS CONCLUDED THROUGH OUR WEBSITE

10.1 Usage of the service may be by subscription which may include a trial period.

10.2 For each individual employee of an Onsite Contractor company, you can obtain an Employee Cardholder Report. The report lists general details (name, contact details, active status) and it lists sites where this employee is associated.

For each site where employee is associated the reports list:

- legacy ids.
- custom field/list values.
- current and non-current competencies.
- access keys.
- current and non-current messages.
- login history.

10.3 On Site Now: For all sites where the Onsite Contractor company is associated lists details of all employees currently still on a site. Information is also provided on what site they are logged in at, what time they logged in, how long they have been on the site, who is their site contact and what activity they are doing.

10.4 Site Log: For all sites where Onsite Contractor company is associated lists historical details of all

employee logins with any time period allowed to be specified. Data can be sorted by date, duration on site, site name or employee name. Provides information on what site your employees were logged in at, what time they logged in, how long they were on the site, who was their site contact and what activity they were doing.

10.5 On Site Hours: Summarises the hours worked on all sites by Onsite Contractor company employees. Hours can be totalled across all sites or on a site by site basis. Hours can be totalled on an individual employee basis or across the whole company.

10.6 Cardholder Competencies: Used to locate Onsite Contractor company employees with a certain combination of competencies. Competencies can be from any site the Onsite Contractor company is associated with. The report can also be used to locate employees missing certain competencies.

10.7 Expiring Competencies: Lists employees of the Onsite Contractor company who have competencies such as inductions and licences on sites where they are associated that are going to expire within a specified time range.

11 VIRUSES, HACKING AND OTHER OFFENCES

11.1 You must not misuse our website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our website, the server on which our website is stored or any server, computer or database connected to our website. You must not attack our website via a denial-of-service attack or a distributed denial-of service attack.

11.2 By breaching this provision, you might commit a criminal offence. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our website will cease immediately.

11.3 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 our website or to your downloading of

any material posted on it, or on any website linked to it.

12 LINKS FROM AND TO OUR WEBSITE

12.1 Where our website contains links to other websites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those websites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

12.2 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must only establish links from your own website. Our website must not be framed on any other website, nor may you create a link to any part of our website other than the home page. We reserve the right to withdraw linking permission without notice.

13 VARIATIONS

14.1 We may revise these Terms of Use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these Terms of Use may also be superseded by provisions or notices published elsewhere on our website.

14 DATA PROTECTION AND PRIVACY

14.1 We will not use the personal data which you provide to us otherwise than in accordance with our privacy policy which can be accessed by clicking on the hyperlink <http://www.onsitetrackeasy.com.au/privacy.aspx>

15 MISCELLANEOUS

15.1 These Terms of Use shall be governed by and construed in all respects in accordance with the laws of the New South Wales (NSW) and such Federal Laws of Australia as are deemed relevant to the services provided and NSW Courts shall have exclusive jurisdiction over all disputes that arise out of or in connection with them.

Thank you for visiting our website.