

Coverage General Terms of Service

Version [1.2]

1. Introduction

1.1 **Umbrella Solutions: Umbrella Solutions Pty Ltd ABN 20 637 149 565 (Umbrella Solutions)** is responsible for providing Coverage.

1.2 **Other information:** These General Terms of Service refer to Pricing Information and Coverage Description (together, **Other Information**). If any Other Information conflicts with these General Terms of Service, the General Terms of Service will prevail to the extent of such inconsistency.

1.3 **Applicable terms:** These General Terms of Service and the Other Information (together, the **Terms**):

- (a) set out the terms on which Umbrella Solutions will provide Coverage; and
- (b) governs the Customer's (including the Users') access to and use of Coverage.

1.4 **Changes to Terms:**

- (a) Umbrella Solutions may make changes to the Terms from time to time. Umbrella Solutions will publish on Umbrella Solutions' website at <https://umbrella.solutions> an updated version of the General Terms of Service and Other Information containing any changes made to them from time to time.
- (b) Changes to the General Terms of Service and Pricing Information will be effective from the start of the calendar month following 30 days after the date the updated version is published. Changes to the Coverage Description will be effective when those changes are implemented to Coverage unless another effective date is set out in the Coverage Description. (These are **Change Effective Dates**).
- (c) The Customer (including its Users) will be taken to have accepted the changes to the Terms if it continues to use Coverage from the applicable Change Effective Dates.

1.5 **Terms constitute contract:** The acceptance by the Customer of these Terms (including any changes to them) constitutes a contract between the Customer and Umbrella Solutions. By clicking the "Accept" button, the Customer:

- (a) warrants and represents that it has the authority to enter into the Terms; and
- (b) accepts and agrees to the Terms.

2. Access to Coverage

2.1 **Account:** The Customer must set up and maintain a Coverage admin user account (**Account**) to access Coverage. The Customer must:

- (a) provide accurate and complete information required for the Account, and update that information as necessary so it continues to be accurate and complete during the Subscription Term; and

- (b) keep any Account login and password information private and secure.
- 2.2 **User access:** The Customer may provision User access to Coverage through the Account. The Customer must ensure the Users:
 - (a) keep any User login and password information private and secure; and
 - (b) only use Coverage according to the Terms.
- 2.3 **Customer responsibility:** The Customer is responsible for any access to Coverage through the Account, including access provided to Users, regardless of whether or not the access was authorised by the Customer.

3. **Customer use rights, limitations and restrictions**

3.1 **Use rights:** The Customer must:

- (a) only use Coverage:
 - (i) solely for the Customer's internal business operation; and
 - (ii) for the Services that the Customer has selected to use Coverage and paid for.
- (b) obtain all and any consents, approvals, permissions, licences and authorisations:
 - (i) to use (and provision Users to use) Coverage; and
 - (ii) required for Umbrella Solutions to provide Coverage (including to access, store, process, and submit Customer Data) to the Customer and Users, and exercise Umbrella Solutions rights under the Terms;
- (c) comply with the Terms and all applicable laws in relation to the use of Coverage.

3.2 **Limitations and restrictions:** The Customer must not, directly or indirectly:

- (a) copy, translate, adapt, modify, alter, create derivative works, de-compile, or reverse-engineer Coverage or any part of it;
- (b) remove or modify any references to Umbrella Solutions (including its name, brand or trade marks), or any other proprietary claim, that is provided with Coverage;
- (c) sublicense, transfer, resell, distribute its rights to use Coverage, or make it available to any third party as part of a commercial offering; or
- (d) use Coverage in any way which:
 - (i) places the Customer, its Users, or Umbrella Solutions in breach of the Terms or any applicable law;
 - (ii) infringes any person's rights. This includes an infringement of intellectual property rights, moral rights or someone else's privacy or confidentiality;
 - (iii) interferes with the proper operations of Coverage and the Services;
 - (iv) introduces any virus or harmful code that is designed to allow unauthorised control of, or adversely affect a computer, network or data;

- (v) is for benchmarking of Coverage (including any of its features) or for competitive purposes;
- (vi) is for availability, performance or vulnerability testing purposes; or
- (vii) attempts to do any of the above set out in this section 3.2.

3.3 **Users:** The Customer:

- (a) must ensure that its Users comply with the Terms including this section 3;
- (b) is responsible for its Users' use of Coverage and their compliance with the Terms and applicable law; and
- (c) will use commercially reasonable efforts to prevent, and terminate, any unauthorised access or use of Coverage by Users, and will promptly notify Umbrella Solutions of any unauthorised access or use of Coverage in breach of the Terms or applicable law, which the Customer becomes aware of.

4. **Customer Data**

4.1 **Customer owns Customer Data:** The Customer owns all Customer Data.

4.2 **Customer's responsibility:** The Customer is responsible for the accuracy and completeness of Customer Data that is submitted by the Customer or the Users into Coverage.

4.3 **No personal information in Customer Data:**

- (a) The Customer acknowledges that, except for setting up and maintaining the Account and User access, Coverage does not require personal information to be submitted. Umbrella Solutions does not have specific data security measures in place to deal with any personal information submitted into Coverage by the Customer or the Users outside of the Account and User login areas of Coverage.
- (b) The Customer must not, and must ensure the Users do not, submit any personal information including personal information of third parties into Coverage except in relation to setting up and maintaining the Account and User access.

4.4 **Customer Data security:** Umbrella Solutions will establish and maintain industry standard security measures to keep Customer Data secure. A general description of the security measures is outlined in the Coverage Description.

4.5 **Data use and retention:** When the Customer or Users use Coverage, Umbrella Solutions will collect and receive Customer Data and other data including how Coverage is used and IP addresses. Umbrella Solutions may use and retain this data, typically in aggregated or de-identified form, to perform data analytics and to provide and improve Coverage. If the data used by Umbrella Solutions contains any personal information, such personal information will be dealt with according to its privacy policy accessible at <https://umbrella.solutions/privacy>.

4.6 **Data backup:** Umbrella Solutions will implement disaster recovery measures in relation to Coverage and Customer Data according to the Coverage Description.

5. **Coverage support**

5.1 **Helpdesk support:**

- (a) Umbrella Solutions makes available an online helpdesk to respond to Customer issues in relation to Coverage. A description of the online helpdesk and the support it provides is described in the Coverage Description.
- (b) Umbrella Solutions will use commercially reasonable efforts to resolve logged issues, taking into account the severity of an issue and according to the applicable service levels, as set out in the Coverage Description.

5.2 **Downtime for Coverage maintenance:** Umbrella Solutions may from time to time improve, modify and enhance the Coverage. This may require Coverage to be offline in order to perform software and hardware maintenance. The Coverage Description will include information about scheduled downtime and how it deals with unscheduled downtime.

Changes to Coverage: Umbrella Solutions may make changes to Coverage, including to its features and support services, from time to time. The Customer acknowledges that Umbrella Solutions may update the Coverage Description only in relation to changes to Coverage that it considers are materially different to the functionality or availability of Coverage existing before the change is implemented.

6. Fees and payment

- 6.1 **Fees payable:** The Customer must pay the applicable fee (including any GST) set out, and according to the payment instructions, in the Pricing Information. Fees are charged each month in advance unless otherwise stated in the Pricing Information.
- 6.2 **Trial period:** If the Pricing Information provides for a trial period, the Customer must pay the applicable fee set out in the Pricing Information after the end of the trial period.
- 6.3 **Invoicing:** Umbrella Solutions will issue an invoice for the applicable fee charged each month in advance.

7. Reseller

- 7.1 **Terms apply to reseller arrangement:** If Umbrella Solution's authorised reseller has agreed with the Customer to use Coverage, the Terms apply to the Customer's use of Coverage.
- 7.2 **Other resellers terms do not apply to Umbrella Solutions:** Umbrella Solution's authorised resellers are not authorised to modify the Terms or make any promises or commitments about Coverage on Umbrella Solutions' behalf. Umbrella Solutions will not be bound by any obligations to the Customer (or any User) other than the obligations set out in the Terms.
- 7.3 **Invoice and payment:** If the Customer's use of Coverage is agreed with Umbrella Solution's authorised reseller, section 6 will not apply. Instead, Umbrella Solution's authorised reseller will invoice the Customer and the Customer will pay Umbrella Solution's authorised reseller on the terms agreed between the Customer and Umbrella Solution's authorised reseller.

8. Other Coverage terms

- 8.1 **All rights reserved:** Umbrella Solutions reserves all its rights in relation to Coverage except as expressly granted under the Terms.

8.2 **Feedback about Coverage:** If the Customer chooses to provide any feedback or suggestions about Coverage (**Feedback**), the Customer assigns to Umbrella Solutions all right, title and interest in that Feedback.

8.3 **References:**

- (a) Umbrella Solutions may refer to the Customer as a customer of Umbrella Solutions and a user of Coverage.
- (b) For any other reference to the Customer's name, brand or trade mark(s) (**Customer Brand**) in any marketing or promotional material about Coverage and Umbrella Solutions, Umbrella Solutions will obtain the Customer's consent before referring to the Customer Brand. The Customer's consent will not be unreasonably refused or delayed.

9. **Period of use**

The Customer's rights to use Coverage will continue until they are terminated by either party according to the Terms.

10. **Suspension and termination**

10.1 **Suspension:** Umbrella Solutions may disable the Customer's or any User's access to all or part of Coverage (**Suspension**) if:

- (a) Umbrella Solutions reasonably suspects or there is a breach of any Terms or any applicable law by the Customer or any User; or
- (b) in Umbrella Solutions' reasonable opinion, the Customer or User's use of Coverage compromises the security or proper operation of Coverage.

Without limiting Umbrella Solutions' rights under the Terms, Umbrella Solutions will lift the Suspension once it is satisfied that the circumstances above are rectified (if rectification is possible).

10.2 **Ending by either party:** Either party may end the Customer and the User's rights to use Coverage under the Terms, and this contract, by giving the other party at least 30 days' notice.

10.3 **Termination for breach:** Without limiting any other rights of Umbrella Solutions under the Terms, Umbrella Solutions may by notice to the Customer terminate the Customer and Users' rights to use Coverage under the Terms, and this contract, if the Customer or any User breaches the Terms.

11. **Consequences of ending or termination**

11.1 **Rights:** Ending or termination of the Customer and the User's rights to use Coverage under the Terms, and this contract, does not affect the rights of either party before ending or termination (as the case may be).

11.2 **Access to Coverage:** On ending or termination of the contract formed by the parties' agreement of the Terms, the Customer and Users' rights to use Coverage ends and the Customer's and Users' access to Coverage will be permanently disabled.

11.3 **Customer Data:** Umbrella Solutions will provide the Customer access to Customer Data for retrieval by the Customer (in the form of a data file in CSV format) for up to 60 days after the ending or termination of the contract formed by the parties' agreement of the

Terms (**Data Retention Period**). On expiry of the Data Retention Period, Umbrella Solutions may delete and/or render inaccessible such Customer Data without further notice to the Customer or User(s).

12. **Liability and indemnity**

12.1 **Customer acknowledgements:**

- (a) Except as otherwise expressly set out in the Terms, Umbrella Solutions provides Coverage “as is”. The Customer and Users uses Coverage at its risk. The Customer is responsible for satisfying itself that Coverage meets its and the Users’ requirements. Despite any representations that Umbrella Solutions may make in relation to Coverage, the Customer and User’s use of Coverage does not transfer any responsibility to Umbrella Solutions in relation to the Customer or User’s obligations to meet any legal or regulatory requirements that the Customer or User is required to comply with.
- (b) The Customer is responsible for:
 - (i) maintaining a copy of any Customer Data that it submits into Coverage; and
 - (ii) implementing any data, network or device security procedures or other anti-virus protection,

to ensure that any loss, damaged or corrupted data is recoverable, and the Customer’s and User’s systems are not affected by any virus or harmful code that might be introduced as a result of using online software applications such as Coverage.

- (c) To the extent permitted by law, Umbrella Solutions disclaims all warranties whether express, implied or otherwise, including any warranties in relation to quality, performance, accuracy, non-infringement, or that it will meet the Customer’s requirements.
- (d) Coverage may contain references (including website links) or direct the Customer and Users to third party sites or applications, e.g. a third party payment gateway provider. Umbrella Solutions does not endorse, and is not responsible or liable for, the Customer or any User’s access or use of such third party sites or applications, including any Losses (as defined further below) arising from or in connection with such access or use. The Customer or User accesses or uses such third party sites or applications (as the case may be) at its risk. Such access or use of third party sites or applications is subject to those third parties’ separate terms and conditions.

12.2 **Limitation of liability**

- (a) To the maximum extent permitted by law, Umbrella Solutions’ maximum aggregate liability to the Customer (including any User) for any loss, damage, claim, action, liability, proceeding, demand, cost, charge, expense, outgoing (**Losses**) sustained by the Customer (including any User) arising from or in connection with the Terms, whether arising in contract, tort (including negligence), statute, equity or otherwise, is limited to the fees paid by the Customer to Umbrella Solutions under the Terms in the 12 months before the liability arose.
- (b) Umbrella Solutions’ liability to the Customer (including any User) will not include:

- (i) any indirect, incidental, special or consequential damages;
 - (ii) any loss of revenue, profits, anticipated profits, savings, business or data;
or
 - (iii) any other commercial damages or losses.
- (c) Any representation, warranty, condition or undertaking that would be implied or imposed in the Terms by legislation, common law, equity, trade, custom or usage is excluded to the maximum extent permitted by law. Nothing in the Terms excludes, restricts or modifies any condition, warranty, right or remedy conferred or imposed by applicable law that cannot be excluded, restricted or modified by agreement. To the maximum extent permitted by law, the liability of Umbrella Solutions for a breach of a non-excludable condition or warranty referred to in this section 12 is limited to, at Umbrella Solutions' option, replacing the goods or services or paying the cost of re-supplying the goods or services.

12.3 Indemnity:

- (a) Subject to section 12.3(b) below, the Customer indemnifies Umbrella Solutions (including its officers, employees, agents, and contractors) against all Losses (including legal costs on a full indemnity basis) that may be brought against Umbrella Solutions, or which Umbrella Solutions may pay, sustain or incur, arising from or in connection with the Customer or any User's use of Coverage.
- (b) The Customer's liability under the indemnity in this section 12.3 will be reduced to the extent that any such Losses (including legal costs on a full indemnity basis) was caused or contributed by the negligent act or omission of, or breach of the Terms or applicable law by, Umbrella Solutions.

13. Events

- (a) Non-performance by Umbrella Solutions of any obligation will be excused, without liability, for the time and to the extent that it is unable to perform that obligation due to an event or circumstances beyond the reasonable control of Umbrella Solutions (**Event**).
- (b) If Umbrella Solutions is unable to perform an obligation due to an Event, it will notify the Customer as soon as practicable setting out the cause and extent it is unable to perform the obligation, and the likely delay.

14. Definitions and interpretation

14.1 **Definitions:** Set out below are definitions of capitalised words that are not defined in the body of the General Terms of Service. Unless otherwise specified, in these Terms:

- (a) **Coverage** means the online software application and related support services provided by Umbrella Solutions, as described in the Coverage Description, which may change from time to time according to the Terms;
- (b) **Coverage Description** means the description of the specifications, (including features, functionality, other technical information, and user guides) of the Coverage online application, and description of the related support services (including support processes, which may change from time to time according to the Terms. The Coverage Description is accessible at <https://umbrella.solutions/coverage/>

- (c) **Customer Data** means any data or content submitted into Coverage by the Customer or User, or provided to Umbrella Solutions by the Customer and any User in relation to the use of Coverage;
- (d) **Service** means any aged care or home care facility operated that has a unique NAPS ID or RACS ID;
- (e) **Pricing Information** means information detailing pricing for the use of Coverage, which may change from time to time according to the Terms. Pricing Information is accessible at <https://umbrella.solutions/coverage/>; and
- (f) **User** means an individual user whom the Customer permits to use Coverage.

14.2 Interpretation

In the Terms, unless the contrary intention appears:

- (a) a reference to:
 - (i) the singular includes the plural and the plural includes the singular;
 - (ii) a section is a reference to a section to these General Terms of Service;
 - (iii) a document (including the Terms) includes any variation or replacement of it;
 - (iv) a person includes a partnership, body corporate, unincorporated association or an authority;
 - (v) a party includes the party's executors, administrators, successors and permitted assigns;
 - (vi) **dollars, Australian dollars, A\$ or \$** is a reference to the lawful currency of Australia;
- (b) if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (c) if an act must be done on a given day which is not a Business Day, it must be done instead on the next Business Day. A Business Day is a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in New South Wales, Australia;
- (d) the words **include, including, for example** or **such as** when introducing an example, do not limit the meaning of the words to which the example relates to the example or to examples of a similar kind;
- (e) headings and any index are for convenience only and do not form part of the Terms or affect its interpretation; and
- (f) a provision of the Terms must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Terms or the inclusion of the provision in the Terms.

15. General

15.1 Notices:

- (a) Umbrella Solutions may satisfy any notice, written approval and consent requirements under the Terms by sending an email to the Customer's designated email address stated in the Account. Notice will be treated as received by the Customer when the email is sent. The Customer is responsible for keeping the Customer's email address stated in the Account current and for notifying Users of any notice received by the Customer from Umbrella Solutions that may be relevant to Users.
 - (b) The Customer may satisfy any notice, written approval and consent requirements under the Terms by submitting a message using the following contact process <https://umbrella.solutions/contact-us/> or hello@umbrella.solutions. The Customer must not assume any notice is received by Umbrella Solutions unless the Customer receives an electronic response receipt from Umbrella Solutions.
- 15.2 **Severability:** If anything in the Terms is unenforceable, illegal or void then it is severed, and the rest of the Terms remains in force.
- 15.3 **Waiver:** A failure, delay, or relaxation by a party in exercising any power or right in relation to the Terms does not operate as a waiver of the power or right.
- 15.4 **Assignment:** The Customer must not assign all or any of its rights or obligations under the Terms without the written consent of Umbrella Solutions. Umbrella Solutions may assign all or any of its rights or obligations under the Terms without the written consent of the Customer.
- 15.5 **Relationship of parties:** Nothing in the Terms creates a relationship between the parties of partnership, employment or principal and agent between the parties.
- 15.6 **Governing law and jurisdiction:** The law of New South Wales, Australia governs the Terms. The parties submit to the exclusive jurisdiction of the courts of New South Wales, Australia and any courts which are entitled to hear appeals from them.
- 15.7 **Contacting Umbrella Solutions:** If the Customer has any questions, issues, complaints, feedback or suggestions about Coverage, the Customer can contact Umbrella Solutions via the following customer service contact <https://umbrella.solutions/contact-us/> or hello@umbrella.solutions. If the Customer requires a response to the Feedback from Umbrella Solutions, Umbrella Solutions will aim to respond within 2 business days.