

EthicSure Terms of Use

1. Introduction

These Terms of Use govern access to and use of the EthicSure website, portal, applications, databases, application programming interfaces and related digital services.

The Platform is owned and operated by EthicSure Pty Ltd ("EthicSure", "we", "our" or "us").

By accessing, browsing, registering for, connecting to or using any part of the Platform, you agree to comply with these Terms of Use. If you do not agree to these Terms of Use, you must not access or use the Platform.

If you access or use the Platform on behalf of an Organisation, you warrant that you are authorised to accept these Terms of Use on behalf of that Organisation.

These Terms of Use operate in conjunction with:

- the Scheme Rules;
- the Privacy Policy;
- the EthicSure Audit Process;
- any applicable participation agreement, order form or subscription terms;
- any applicable Platform permissions; and
- other approved EthicSure policies, procedures and requirements.

To the extent of any inconsistency:

- any applicable signed agreement, order form or subscription terms between the relevant parties prevail over these Terms of Use, but only where those terms expressly amend, vary or override these Terms of Use;
- the Scheme Rules prevail in relation to participation in the Scheme; and
- these Terms of Use prevail in relation to general access to and use of the Platform, unless the relevant document expressly provides otherwise.

Nothing in these Terms of Use limit any right or remedy that cannot lawfully be excluded, restricted or modified.

2. Definitions and Interpretation

2.1 Definitions

In these Terms of Use:

Account means an account established to access or use the Platform.

Audit has the meaning given in the Scheme Rules and includes related audit planning, scheduling, reporting, review, corrective action and recordkeeping activities.

Auditor means an individual auditor who is approved, recognised, engaged or authorised by a Certification Body to conduct, support, review or report on audit activities under the Scheme in accordance with the Scheme Rules and applicable Scheme requirements.

Authorised User means an individual who is authorised by EthicSure, a Member, Site, Partner, Certification Body or another approved Organisation to access or use the Platform.

CAPA Report means a report or record relating to corrective and preventive action activities under the Scheme, including corrective actions, preventive actions, root cause analysis, implementation evidence, follow-up and closure information.

Certification Body means an Organisation approved by EthicSure to perform EthicSure audits in accordance with the Scheme Rules and other applicable Scheme requirements.

Connected Partner means a Partner that has been connected to a Member and/or Site through the Platform in accordance with the connection processes established by EthicSure.

A Partner becomes a Connected Partner in relation to a Member and/or Site when the applicable connection is established through the Platform or another process approved by EthicSure.

A Connected Partner remains connected until:

- a disconnection request is initiated in accordance with EthicSure requirements;
- the disconnection request is accepted by the Connected Partner or EthicSure, where required; and
- the disconnection is processed by EthicSure.

For the avoidance of doubt:

- cessation of a commercial or supply relationship does not automatically terminate a Connected Partner relationship;
- a Member or Site cannot unilaterally disconnect a Connected Partner;
- the connection remains active until the applicable disconnection process has been completed; and
- access to historical Scheme Information may continue following disconnection in accordance with these Terms of Use, the Scheme Rules and applicable legal, reporting and record-retention requirements.

Cookies and Similar Technologies means cookies, pixels, local storage, software development kits, session identifiers and other comparable technologies used in connection with the Platform.

Non-Conformance has the meaning given in the Scheme Rules.

Organisation means any person, business, company, partnership, trust, sole trader, farm, farming enterprise, cooperative, association, government body or other entity or undertaking, whether incorporated or unincorporated, that accesses or uses the Platform, participates in the Scheme, owns, operates or manages a Site, or on whose behalf an Authorised User accesses or uses the Platform.

Member means a business or other Organisation participating in the Scheme in accordance with the Scheme Rules.

Partner means a retailer, brand owner, processor, exporter, manufacturer, customer, buyer or other Organisation approved by EthicSure to access authorised Scheme Information for supply chain assurance, responsible sourcing, due diligence, risk management, governance, compliance or reporting purposes.

Personal Information has the meaning given to that term in the *Privacy Act 1988* (Cth).

Platform means the EthicSure website, portal, applications, databases, application programming interfaces, interfaces and related systems and services made available by or on behalf of EthicSure.

Privacy Policy means the current EthicSure Privacy Policy, as amended from time to time.

Scheme means the EthicSure Scheme.

Scheme Information means information submitted to, generated by, stored within, processed through or made available through the Platform, including:

- Member and Site information;
- Self-Assessment Questionnaire responses;
- supporting documents and evidence;
- risk indicators and risk assessment information;
- Audit reports and Audit-related information;
- Non-Conformances and corrective action records;
 - verification and certification information;
 - training and calibration records;
 - participation history;
 - status information;
- Authorised User and Account information;
 - system records and audit logs; and
 - other information connected with the administration, governance or operation of the Scheme.

Scheme Information may include Personal Information, confidential information and commercially sensitive information.

Scheme Rules means the current EthicSure Rules, as amended from time to time.

Site means a site, workplace, facility, operation or other location participating in the Scheme in accordance with the Scheme Rules.

Self-Assessment Questionnaire means a questionnaire, declaration, checklist, assessment or similar tool completed or submitted through the Platform or otherwise under the Scheme to support risk assessment, participation, verification, Audit preparation, monitoring or other Scheme activities.

User, you or your means any person or Organisation that accesses or uses the Platform.

2.2 Interpretation

In these Terms of Use, unless the context requires otherwise:

- a defined term has the meaning given to it in Section 2.1;
- another grammatical form of a defined term has a corresponding meaning;
- the singular includes the plural and vice versa;
- a reference to a person includes an individual, company, partnership, trust, incorporated or unincorporated association, government body or other entity;
- a reference to legislation includes regulations, instruments and subordinate legislation made under it, and any amendment, re-enactment or replacement of that legislation;
- a reference to a document includes that document as amended, updated or replaced from time to time;

- “including”, “includes” and similar expressions are not words of limitation;
- headings are for convenience only and do not affect interpretation; and
- a provision is not to be interpreted against a party merely because that party prepared, proposed or relies on the provision.

3. Purpose of the Platform

3.1 Scope of Services

The Platform provides information, functions and services relating to the Scheme, which may include:

- Member and Site registration and administration;
- Partner administration and connectivity;
- Self-Assessment Questionnaires;
- risk assessment and risk profiling;
- Audit initiation, scheduling, management and reporting, including Audit reports and CAPA Reports;
- corrective action management;
- verification and certification activities;
- training and calibration activities;
- supply chain assurance;
- reporting and analytics;
- Scheme governance and integrity activities;
- complaints, appeals and investigations;
- public information and transparency initiatives;
- application programming interface connectivity; and
- other functions approved by EthicSure.

3.2 Access

Access to particular content and functionality may vary according to:

- the Authorised User’s role;
- the Organisation represented by the User;
 - applicable permissions;
 - subscription or participation status;
 - Scheme status;
 - the existence of a Partner connection; and
 - other access controls established by EthicSure.

4. Accounts and Authorised Users

4.1 Account Information

Users must provide accurate, current and complete information when establishing or maintaining an Account.

Users must promptly update information where it becomes inaccurate, incomplete or out of date.

4.2 Individual Access

Each Authorised User must use their own login credentials, unless EthicSure has expressly approved another method of access.

Accounts and login credentials must not be shared.

Where EthicSure determines that Account access, login credentials or Platform access have been shared, used by unauthorised persons, or used by persons or Organisations not covered by the applicable subscription, participation terms, order form or agreement, the Authorised User and the Organisation they represent acknowledge that EthicSure may require payment of additional fees or charges for that access, including where fees are calculated by reference to scale of operations, number of Sites, number of Authorised Users, level of Platform access, usage, or other applicable participation or subscription criteria.

4.3 Organisational Authority

An Organisation is responsible for:

- authorising appropriate individuals to access its Account;
- ensuring those individuals have suitable authority and permissions;
- reviewing access when responsibilities change;
- promptly removing or requesting removal of access that is no longer required; and
- notifying EthicSure when an Authorised User leaves the Organisation or no longer requires access.

4.4 Account Security

Authorised Users must:

- maintain the confidentiality and security of login credentials;
- use reasonable security practices;
- comply with authentication and access-control requirements;
- take reasonable steps to prevent unauthorised access;
- not allow another person to impersonate them; and
- promptly notify EthicSure of any actual or suspected unauthorised access, compromise or misuse.

Authorised Users remain responsible for activities undertaken through their Account, except to the extent that the activity resulted from a matter for which EthicSure is legally responsible.

4.5 Verification of Authority

EthicSure may request information reasonably necessary to verify:

- an Authorised User's identity;
 - an individual's authority to represent an Organisation;
 - an Organisation's participation in the Scheme;
 - the legitimacy of an access request; or
 - the appropriateness of requested permissions.

5. Scheme Information

5.1 General Requirements

The Platform may contain Scheme Information relating to Members, Sites, Partners, Certification Bodies, Auditors, Audits, Non-Conformances, corrective actions, risk indicators, training records and other Scheme activities.

Access to Scheme Information is subject to:

- applicable permissions and access controls;
- consent and authorisation arrangements;
- confidentiality obligations;
- the Scheme Rules;
- these Terms of Use;
- applicable agreements; and
- applicable privacy, data protection and other laws.

Users must not access, disclose, distribute, copy, download, alter or use Scheme Information beyond their authorised permissions or for an unauthorised purpose.

5.2 Use of Submitted Information

Users acknowledge that Scheme Information submitted through or generated by the Platform may be collected, held, stored, organised, analysed, processed and used by EthicSure for purposes including:

- administering and operating the Scheme;
- providing Platform functionality and related services;
- establishing and maintaining Accounts;
- responding to enquiries and providing support;
- assessing compliance with Scheme requirements;
- supporting Audit, verification, certification and monitoring activities;
 - administering Non-Conformances and corrective actions;
 - conducting technical review and quality assurance;
 - undertaking risk assessment, analysis and Scheme integrity activities;
 - managing complaints, investigations, disputes and appeals;
 - preventing, identifying and responding to fraud, misuse and security incidents;
 - maintaining Scheme and Platform records;
 - communicating with Members, Sites, Partners, Certification Bodies and Users;
 - developing, maintaining, securing and improving the Platform and the Scheme;
 - complying with legal, regulatory, contractual, governance and accreditation obligations;
 - producing benchmarking, analytical, statistical or reporting information in aggregated or de-identified form; and
- other purposes reasonably necessary for the administration, governance, security, transparency, traceability, operation and continual improvement of the Scheme.

Users warrant that information they submit is:

- accurate and complete to the best of their knowledge;
- not misleading;
- provided lawfully;

- within the User's authority to provide; and
- provided with any consent, notice or permission required by law or applicable agreement.

Nothing in these Terms of Use authorises the collection, use, disclosure or other handling of Personal Information in a manner inconsistent with the *Privacy Act 1988* (Cth), the Australian Privacy Principles or the Privacy Policy.

5.3 Authorised Sharing with Partners

Where a Member, Site or authorised representative establishes a connection with a Partner through the Platform, that Partner becomes a Connected Partner in relation to the Member and/or Site.

By establishing the connection, the Member and Site authorise EthicSure to disclose and provide the Connected Partner with access to relevant Scheme Information in accordance with:

- the permissions associated with the connection;
- the Scheme Rules;
- these Terms of Use;
- applicable agreements;
- the Privacy Policy; and
- applicable law.

Information made accessible may include:

- Member details;
- Site details;
- Site status;
- Self-Assessment Questionnaire responses and outcomes;
- risk indicators;
- Audit information, including both Audit reports and CAPA Reports;
 - Non-Conformances and corrective action information;
 - verification and certification status;
 - participation history; and
 - other information authorised under the Scheme Rules, applicable Platform permissions or agreements.

EthicSure is designed to support transparency between Members, Sites and their Connected Partners. Accordingly, subject to applicable permissions, privacy requirements, confidentiality obligations, security controls and access controls established by EthicSure, a Connected Partner may access the Scheme Information, Audit outcomes, Self-Assessment Questionnaire responses, performance information and related records that are visible or made available to the relevant Member or Site through the Platform.

Partners may use authorised Scheme Information only for legitimate purposes connected with supply chain assurance, responsible sourcing, due diligence, risk management, governance, compliance, audit and assurance, regulatory or voluntary reporting, and other purposes authorised by EthicSure or the relevant Member or Site.

5.4 Nature and Duration of Connected Partner Relationships

Connected Partner relationships are a core component of the Scheme and are intended to support supply chain transparency, responsible sourcing, due diligence, assurance and reporting.

By establishing a connection with a Partner, a Member or Site authorises the ongoing sharing of relevant Scheme Information with the resulting Connected Partner until the connection is formally disconnected in accordance with these Terms of Use and applicable Platform procedures.

A Connected Partner relationship is not automatically terminated merely because:

- a Member or Site ceases supplying the Partner;
- the nature or volume of supply changes;
- ownership or business circumstances change;
- an Account becomes inactive, suspended or otherwise changes status; or
- a Member or Site wishes to discontinue the connection.

5.5 Requests for Disconnection

A Member or Site may request disconnection from a Connected Partner where the Member or Site no longer supplies, or no longer intends to supply, that Partner.

A request for disconnection is subject to acceptance by the Connected Partner or EthiCSure, where required.

Until the disconnection request has been accepted and EthiCSure has processed the disconnection:

- the connection remains active;
- the Partner remains a Connected Partner; and
- the Connected Partner may continue to access Scheme Information in accordance with the permissions associated with the connection.

EthiCSure may require information or evidence reasonably necessary to establish that the relevant supply relationship has ceased before processing a disconnection.

EthiCSure may contact the Member, Site or Connected Partner to obtain information relevant to the disconnection request.

EthiCSure may determine, in its reasonable discretion, how a disconnection request is to be managed where:

- the parties disagree about whether the supply relationship has ceased;
- the Connected Partner does not respond;
- continued connection appears inappropriate or disproportionate;
- continued connection would conflict with applicable law;
- a party is acting unreasonably;
- a security or privacy risk exists; or
- intervention is reasonably necessary to protect the integrity of the Scheme.

Approval or processing of a disconnection does not affect the continued access and retention provisions in Section 5.6.

5.6 Continued Access Following Disconnection or Cessation of Supply

Members and Sites acknowledge that Partners may require access to historical Scheme Information for legitimate supply chain governance, assurance, risk management, compliance and retrospective reporting purposes.

Where a Member or Site ceases supplying a Partner, or a Connected Partner relationship is formally disconnected, EthicSure may continue to provide the relevant Partner with access to relevant historical Scheme Information for a period of not less than 12 months following the later of:

- the date on which the supply relationship ceased; and
- the effective date of disconnection.

If EthicSure cannot reasonably verify the date on which supply ceased, EthicSure may calculate the applicable period from the effective date of disconnection or another date reasonably supported by available records.

Partners may use relevant historical Scheme Information for legitimate purposes, including:

- supply chain due diligence;
- responsible sourcing program;
- human rights due diligence;
- modern slavery risk assessment and reporting;
- preparation of modern slavery statements and other regulatory disclosures;
- supplier assurance and review activities;
- internal governance, audit and compliance;
- verification of historical participation, verification or certification status;
- responding to regulator, customer, investor or assurance-provider enquiries; and
- maintaining appropriate evidence and reporting records.

Continued access must remain proportionate to the relevant purpose, limited to relevant information, subject to applicable permissions and security controls, consistent with confidentiality obligations and the Privacy Policy, and must not be prohibited by applicable law.

After the minimum 12-month period, EthicSure may continue to retain, process or disclose relevant Scheme Information where reasonably necessary for legal or regulatory compliance, recordkeeping, audit or evidentiary purposes, accreditation or governance, an investigation, complaint, dispute or appeal, Scheme integrity, or another legitimate and lawful purpose, even if such disclosure extends to Partners for transparency or traceability purposes.

Nothing in this section requires EthicSure to provide continuing interactive access where lawful retention of a restricted historical record would adequately support the relevant purpose.

5.7 Public Register and Transparency Disclosures

Members and Sites acknowledge that certain Scheme Information may be published in a public register or otherwise made publicly available where authorised by the Scheme Rules, the EthicSure Public Information and Transparency Policy, an applicable agreement, another approved EthicSure requirement or law.

Public information may include a Member's or Site's legal or business name, location or operational Site, participation status, verification or certification status, status dates, scope of participation and other information expressly authorised for publication.

EthicSure will not publish Personal Information merely because it forms part of Scheme Information. Any publication of Personal Information must be authorised or required by law and handled in accordance with the Privacy Policy.

5.8 Scheme Integrity and Record Retention

EthicSure may retain, process, use and disclose Scheme Information where reasonably necessary to:

- maintain the integrity, transparency, traceability and credibility of the Scheme;
- support investigations, complaints, disputes, appeals or enforcement activities;
- preserve audit trails and historical records;
- meet legal, regulatory, contractual or accreditation obligations;
- support authorised reporting requirements;
- verify historical participation, verification or certification status;
- support oversight or governance activities;
- establish, exercise or defend legal claims; or
- protect the legitimate interests of the Scheme and its stakeholders.

Retention periods may vary according to the nature and sensitivity of the information, the purpose for which it is held, Scheme requirements, applicable legal obligations, contractual requirements, limitation periods, reporting and assurance needs, and EthicSure's approved record-retention requirements.

Where Personal Information is no longer required for an authorised purpose, EthicSure will take reasonable steps to destroy or de-identify it where required by applicable privacy law, subject to any lawful basis or requirement for continued retention.

5.9 No Transfer of Ownership

Submission, storage, processing, use or sharing of Scheme Information through the Platform does not, by itself, transfer ownership of that information to EthicSure or a Partner.

Members, Sites and Users grant EthicSure the rights and permissions reasonably necessary to collect, hold, store, organise, reproduce, analyse, process, use, retain, communicate and disclose Scheme Information in accordance with these Terms of Use, the Scheme Rules, the Privacy Policy, applicable Platform permissions and applicable agreements.

6. Acceptable Use

6.1 Permitted Use

Users must:

- use the Platform only for lawful and authorised purposes;
- comply with applicable laws and Scheme requirements;
- provide accurate information where required;
- act in good faith;
- respect the rights, confidentiality and privacy of others;
- follow reasonable instructions issued by EthicSure;
- maintain appropriate security over information accessed through the Platform; and
- use Scheme Information only for the purpose for which access was provided.

6.2 Prohibited Conduct

Users must not:

- provide false, misleading, deceptive, incomplete or fraudulent information;
- impersonate another person or misrepresent their authority;

- access or attempt to access an Account, system or information without authorisation;
- circumvent security, authentication, access or permission controls;
- interfere with the availability, security or operation of the Platform;
- introduce malware, harmful code or other disruptive material;
- test or probe Platform vulnerabilities without written authorisation;
- use automated tools to scrape, harvest, copy, index or extract information without written approval;
- reverse engineer, decompile or disassemble any part of the Platform, except where such restriction is prohibited by law;
- reproduce, distribute, sell, sublicense or commercially exploit Platform content without authorisation;
- upload material that infringes another person's rights;
- use Scheme Information to harass, discriminate against or unlawfully disadvantage another person;
- use the Platform in a manner likely to damage the integrity, reputation, security or operation of the Scheme; or
- assist another person to engage in prohibited conduct.

7. Intellectual Property

Unless otherwise stated, intellectual property rights in the Platform and its content are owned by or licensed to EthicSure. This includes rights in software and source code, databases and data structures, Platform design and configuration, Scheme documents and methodologies, audit tools and templates, guidance and training materials, text, graphics and images, reports and analytics, trade marks, logos and branding, and other materials made available through the Platform.

Subject to these Terms of Use, EthicSure grants each Authorised User a limited, non-exclusive, non-transferable, non-sublicensable and revocable licence to access and use the Platform solely for authorised purposes.

Except as permitted by law or expressly authorised by EthicSure, Users must not copy, modify, adapt, publish, distribute, communicate, license, sell or create derivative works from Platform content.

Use of the EthicSure name, trade marks, certification marks or logos is subject to the Scheme Rules and any applicable licence or brand requirements.

8. Confidentiality

Users may access confidential or commercially sensitive information through the Platform.

Users must:

- protect confidential information against unauthorised access, use or disclosure;
- use confidential information only for the purpose for which access was granted;
- restrict access to individuals with an authorised need to know;
- apply appropriate security controls;
- not disclose confidential information to another person without authority; and
- promptly notify EthicSure of any actual or suspected unauthorised disclosure.

These obligations do not apply to information that the User is able to demonstrate:

- is lawfully available to the public, other than because of a breach of an obligation;

- was already lawfully known to the User without any restriction on use or disclosure;
- was independently developed without using confidential information; or
- is required to be disclosed by law.

Where disclosure is required by law, the User must, to the extent legally permitted, notify EthicSure before disclosure and disclose only the information legally required.

Confidentiality obligations survive suspension, termination, expiry or disconnection.

For clarity, these confidentiality obligations do not prevent a Partner or Connected Partner from using or disclosing Scheme Information for authorised regulatory or voluntary reporting purposes, including modern slavery statements, provided the use or disclosure is lawful, proportionate, consistent with applicable permissions, and does not include Personal Information or confidential information beyond what is reasonably necessary for that reporting purpose.

9. Privacy

9.1 Handling of Personal Information

EthicSure handles Personal Information in accordance with the *Privacy Act 1988* (Cth), the Australian Privacy Principles, the Privacy Policy and other applicable privacy and data protection laws.

The Privacy Policy explains how EthicSure collects, holds, uses and discloses Personal Information, and how individuals may request access or correction or make a privacy complaint. If a provision of these Terms of Use is inconsistent with a mandatory privacy obligation, the mandatory obligation prevails to the extent of the inconsistency.

9.2 Information Provided About Other Individuals

Users should not upload or submit Personal Information about another individual unless it is reasonably necessary for the relevant Scheme or Platform purpose. If a User uploads or submits Personal Information about another individual, including as part of audit evidence, Self-Assessment Questionnaire responses, corrective action records, supporting documents or other Scheme Information, the User warrants that they have obtained any consent, provided any notice, and secured any authority required by applicable law, agreement or internal policy. Unless EthicSure has been informed otherwise in writing, EthicSure may assume that the User uploading or submitting the information has obtained all required consents, notices, permissions and authorities. The responsibility for obtaining those consents, providing those notices and ensuring the lawful submission of that Personal Information rests with the User and the Organisation they represent, not EthicSure.

9.3 Overseas Hosting and Disclosure

EthicSure may engage cloud hosting providers, technology providers, contractors and other service providers located within or outside Australia. Where EthicSure discloses Personal Information to an overseas recipient, EthicSure will take reasonable steps required by applicable law to ensure that the recipient handles the information consistently with applicable Australian privacy obligations, unless a lawful exception applies.

The Privacy Policy may identify the countries in which overseas recipients are likely to be located, where required and reasonably practicable.

9.4 Access and Correction

Individuals may request access to, or correction of, Personal Information held by EthicSure in accordance with the Privacy Policy and applicable law. A User's ability to edit information directly through the Platform does not limit any statutory right of access or correction.

9.5 Privacy Complaints

Privacy questions, concerns or complaints may be directed to the Designated Privacy Contact using the contact details in Section 20. EthicSure will manage privacy complaints in accordance with the Privacy Policy and applicable law.

10. Information Security

10.1 EthicSure Security Measures

EthicSure will implement reasonable administrative, technical and organisational measures designed to protect Platform information from misuse, interference, loss, unauthorised access, unauthorised modification and unauthorised disclosure.

Security measures may include identity and access management, authentication controls, role-based permissions, logging and monitoring, encryption where appropriate, vulnerability, patch and change management, backup and recovery arrangements, incident-response procedures, service-provider security requirements and periodic review of security controls.

No Platform or method of electronic transmission can be guaranteed to be completely secure. Users must maintain security controls appropriate to their own systems, Accounts and responsibilities.

10.2 User Security Responsibilities

Authorised Users must protect login credentials, use strong and unique passwords where required, use multi-factor authentication where made available or required, keep devices, browsers and software reasonably secure and current, avoid insecure systems, protect active sessions, remove inappropriate access and immediately report an actual or suspected security incident.

10.3 Security Incidents and Data Breaches

EthicSure may investigate any actual or suspected unauthorised access, security incident or data breach affecting the Platform or Scheme Information. Users must provide reasonable assistance with an investigation.

Where required or permitted by law, EthicSure may notify affected individuals, the Office of the Australian Information Commissioner, law enforcement or other regulators, Members, Sites, Partners, Certification Bodies, service providers or other affected stakeholders. Nothing in this section requires disclosure of security-sensitive, legally privileged or confidential incident information where disclosure is not required by law.

11. Cookies and Similar Technologies

11.1 Use of Cookies and Similar Technologies

EthicSure may use Cookies and Similar Technologies in connection with the Platform to enable core functionality, authenticate Authorised Users, maintain secure sessions, remember preferences, manage navigation, improve performance and user experience, analyse usage, support security and fraud

prevention, investigate incidents, diagnose faults, administer and improve the Platform, and support reporting, analytics and service optimisation.

11.2 Information Collected

Depending on the technology and configuration used, Cookies and Similar Technologies may collect Internet Protocol addresses, device identifiers, browser and operating system information, access dates and times, pages accessed, documents downloaded, referring pages or websites, session activity, navigation patterns, error and performance information, and other technical information associated with Platform use.

Information collected through Cookies and Similar Technologies may constitute Personal Information where it identifies an individual or makes an individual reasonably identifiable.

11.3 Essential Technologies

Some Cookies and Similar Technologies are required for the operation, security and integrity of the Platform. Disabling or restricting essential technologies may prevent secure authentication, affect session functionality, reduce Platform performance or prevent access to particular Platform features.

11.4 Preferences and Controls

Where required by applicable law, EthicSure will provide appropriate information or options for Authorised Users to manage their preferences concerning non-essential Cookies and Similar Technologies. Authorised Users may also be able to manage or restrict them through browser or device settings.

11.5 Third-Party Providers

EthicSure may engage hosting, analytics, security, infrastructure and other service providers that use Cookies and Similar Technologies in connection with services provided to EthicSure. Information handled by those providers will be subject to applicable contractual requirements, privacy obligations, confidentiality requirements and security controls. Further information may be provided in the Privacy Policy or a separate Cookie Notice.

12. Availability and Changes to the Platform

EthicSure aims to make the Platform reasonably available but does not guarantee uninterrupted, continuous or error-free access. EthicSure may maintain, update or modify the Platform, introduce, change or remove functionality, restrict access, suspend services, correct errors, change technical requirements, apply security updates or discontinue part or all of the Platform.

EthicSure may take such action without prior notice where reasonably necessary for maintenance, security, legal or regulatory compliance, Scheme integrity, emergency response or operational reasons. Where practicable, EthicSure may provide notice of material planned interruptions or changes.

13. Third-Party Services and Links

The Platform may contain links to, integrate with or rely on third-party websites, systems, products or services. Third-party services may be subject to separate terms and privacy policies.

Unless expressly stated, EthicSure does not control, endorse or accept responsibility for third-party content, the availability or security of third-party services, information handling by a third party, or loss arising from use of a third-party service. This section does not limit any responsibility that EthicSure cannot lawfully exclude.

14. Platform and Scheme Information Disclaimer

The Platform is provided on an “as is” and “as available” basis. To the maximum extent permitted by law, EthicSure does not warrant that the Platform will be uninterrupted, secure or error-free, all information will be complete, accurate or current at all times, the Platform will meet every User’s requirements, or a particular result will arise from use of the Platform.

Users remain responsible for verifying information relevant to their decisions, exercising professional and commercial judgement, obtaining legal or other professional advice where appropriate, and complying with their own legal, contractual and regulatory obligations.

Where information displayed on the Platform is inconsistent with a current approved controlled EthicSure document, the approved controlled document prevails.

EthicSure does not guarantee the ongoing conduct, compliance, performance or legal compliance of any Member, Site, Partner, Certification Body, Auditor or other Scheme participant, notwithstanding an Audit result, verification or certification, a risk indicator, a status displayed on the Platform, inclusion in a public register or other Scheme Information.

An Audit, verification, certification or Platform status reflects the applicable Scheme process and information available at the relevant time. It is not a guarantee of future conduct or continuous legal compliance. Nothing in this section excludes a guarantee, representation, warranty or liability that cannot lawfully be excluded.

15. Limitation of Liability

To the maximum extent permitted by law, EthicSure excludes guarantees, conditions, warranties and representations that may lawfully be excluded and is not liable for indirect, consequential, incidental, special, exemplary or punitive loss, or for loss of profit, revenue, opportunity, goodwill, reputation, anticipated savings or business interruption. Users are responsible for determining whether Platform information is suitable for their purposes.

To the extent that liability cannot be excluded but may lawfully be limited, EthicSure’s liability will be limited in the manner permitted by applicable law.

Nothing in these Terms of Use excludes, restricts or modifies rights or remedies under the *Competition and Consumer Act 2010* (Cth), including the Australian Consumer Law, liability for fraud or fraudulent misrepresentation, liability for wilful misconduct, liability for death or personal injury caused by negligence where it cannot lawfully be excluded, or any other liability that cannot lawfully be excluded, restricted or modified.

Any limitation of liability applicable to a Member, Site, Partner or other participant is also subject to the applicable Scheme Rules and participation agreements.

16. Indemnity

To the extent permitted by law, a User indemnifies EthicSure and its officers, employees and agents against loss, damage, liability, cost or expense arising from the User’s material breach of these Terms of Use, unlawful use of the Platform, unauthorised use or disclosure of Scheme Information, infringement of another person’s intellectual property or privacy rights, information submitted without necessary authority, or fraud, wilful misconduct or negligence by the User.

The indemnity is reduced to the extent that the relevant loss was caused or contributed to by the negligence, wilful misconduct or breach of law by EthicSure.

17. Suspension and Termination

EthicSure may suspend, restrict or terminate a User's Account or access where these Terms of Use, the Scheme Rules or an applicable agreement are breached; fees or participation requirements remain outstanding; a security, privacy or confidentiality concern arises; fraudulent, misleading or improper conduct is suspected; access is no longer authorised; legal or regulatory requirements require action; suspension is necessary to investigate a matter; the User's Organisation ceases participating in the Scheme; or continued access presents a material risk to the Platform, the Scheme or another person.

Where reasonably practicable and appropriate, EthicSure may provide notice and an opportunity to remedy a breach. EthicSure may act immediately where necessary to respond to a serious breach, fraud, unauthorised access, a security incident, a legal obligation or a material risk to Scheme integrity.

Suspension or termination does not affect accrued rights and obligations, confidentiality obligations, intellectual property rights, record-retention requirements, historical Partner access authorised under Section 5.6, or provisions intended by their nature to survive termination.

18. Changes to These Terms of Use

EthicSure may amend these Terms of Use from time to time. Updated Terms of Use will be published on the Platform.

Where an amendment materially affects User rights or obligations, EthicSure may provide additional notice through the Platform, email, Account notification or another reasonable communication method.

Continued use of the Platform after amended Terms of Use take effect constitutes acceptance of those amendments, except where applicable law or an agreement requires another form of acceptance.

19. Governing Law and General Provisions

19.1 Governing Law

These Terms of Use are governed by the laws of Queensland, Australia. Each party submits to the exclusive jurisdiction of the courts of Queensland and courts competent to hear appeals from those courts.

19.2 Severability

If any provision is invalid, unlawful or unenforceable, that provision will be read down to the minimum extent necessary. If it cannot be read down, it will be severed without affecting the remaining provisions.

19.3 No Waiver

A failure or delay by EthicSure to exercise a right does not waive that right.

19.4 Assignment

A User must not assign or transfer their rights or obligations under these Terms of Use without EthicSure's prior written consent. EthicSure may assign or transfer its rights and obligations as part of a lawful corporate restructure, transfer of the Scheme or transfer of the Platform, subject to applicable privacy and contractual obligations.

19.5 Entire Agreement

These Terms of Use, together with the documents identified in Section 1 and any applicable agreement, constitute the agreement governing the relevant use of the Platform.

19.6 Relationship

Nothing in these Terms of Use creates an employment, agency, partnership, fiduciary or joint venture relationship between a User and EthiCSure.

19.7 Notices

EthiCSure may provide notices through the Platform, email, Account notification or another reasonable method. Users are responsible for maintaining current contact details associated with their Account.

20. Contact

Questions relating to these Terms of Use may be directed to:

EthiCSure Pty Ltd

Attention: Scheme Manager

Email: enquiries@ethicsure.com.au

Postal address: 1/333 Queensport Road North, Murarrie QLD 4172

Website: www.ethicsure.com.au

Privacy enquiries, access or correction requests and privacy complaints may be directed to:

Designated Privacy Contact

EthiCSure Pty Ltd

Email: privacy@ethicsure.com.au

Postal address: 1/333 Queensport Road North, Murarrie QLD 4172

Security incidents or suspected unauthorised access should be reported to:

Information Security Contact

EthiCSure Pty Ltd

Email: IT@ethicsure.com.au

Date Published	Version No.	Detail reason for issue or amendments	Drafted / Amended By	Reviewed By	Authorised By
14/10/2026	1	New Document	Peter Muruthi, ECPD Manager	Stephen Crisp, MD	Stephen Crisp, MD