



The Redundancy Payment Central Fund Ltd

A.C.N. 007 133 833

CONDITIONS OF USE FOR EMPLOYERS USING INCOLINK'S INTERNET-BASED EMPLOYEE CONTRIBUTION PROCESSING SYSTEM *EMPLOYERLINK*

Welcome to Incolink's online Internet-based invoice processing system *EmployerLink*. This service allows participating employers to manage employee contributions electronically over the internet.

TERMS AND CONDITIONS

The following terms and conditions apply to all users of this service and you are requested to read them carefully and agree to their content prior to being able to use this service.

1. Linking to the Incolink Website

You are responsible for providing all equipment and software browsers necessary to establish a connection to the worldwide web, pay any telephone service and internet service provider fees associated with such access.

2. Incolink will not be liable to you

You expressly agree that use of this Website and the online Internet-based invoice processing system *EmployerLink* is at your sole risk.

All services and information provided on this Website are provided on an "as is" basis. We expressly disclaim all warranties of any kind to the extent permitted by law. To the extent permitted by law, we exclude all liability for any cost, loss or liability arising from our supply or failure to supply the Website online Internet-based invoice processing system *EmployerLink*. To the extent permitted by law, we exclude all liability for any cost, loss or liability arising from supply or failure to supply the Website or online service, including but not limited to loss of data, loss of savings or any other direct, indirect, special or consequential loss or damage, whether arising from negligence, breach of contract or otherwise and whether foreseeable or not. Any liability of Incolink that cannot be excluded is, where permitted by law, limited to the resupply of the relevant information or services.

3. You must protect your account

You expressly acknowledge that access to this Website and to your Incolink account using the Internet may not be secure.

You are responsible for preventing any unauthorised use of, or access to, your Incolink account. If you become aware of any unauthorised use of your account or online services you must contact us immediately.

When you access *EmployerLink* for the first time you will be required to insert your Membership ID Number and a password which will be provided to you by Incolink, and which must be kept secure and confidential. You will then be requested to change your password to one of your own choice which must be kept secure and confidential.

You agree to notify us of any address changes including your email address to ensure we maintain correct information for your account. You hereby:

- release each of Incolink, its officers and employees from all claims, remedies, costs, losses or liabilities whether in tort, contract or under law or otherwise;
- covenant that no claim or allegation will be made against Incolink, its officers or employees; and
- indemnify Incolink, its officers and employees against any claim, liability, loss or expense,

arising from or in connection with the use or misuse of the Website or *EmployerLink* or use of or access to your Incolink account or online services (including in relation to any communication which you or any of your employees upload to the Website) whether by you, your employees or anyone else.

4. We may terminate your access to *EmployerLink* and our Website

We may terminate your access to the *EmployerLink* and our Website at any time without notice. In particular, if we believe that:

- your use of *EmployerLink* or our Website is inappropriate;
- your use of *EmployerLink* or our Website is in breach of any law; or,
- you have not complied with the terms of this agreement.

5. Payment of your account

Payment of your monthly employee contributions processed through *EmployerLink* will only be accepted when paid via the methods detailed in this program. Contributions for your employees are not deemed to have been paid until such time as Incolink receives cleared funds in its bank account via one of the provided methods. No receipt will be issued unless payment is made as required.

6. Ownership of materials

Unless otherwise indicated, Incolink owns all copyright for the material on its Website. All registered or unregistered trademarks used on the Website are the property of their respective owners.

7. Linked Website

If Incolink provides links to other Websites via hyperlinks (“Linked Websites”) then Incolink is not responsible for the accuracy, legality or content of any Linked Website.

8. Jurisdiction

These terms and conditions are governed by the laws of Victoria, Australia.

ACCEPTANCE & APPLICATION FORM

We, _____
(Company Name)

Employer Number: _____

ABN (Australian Business Number): _____

Address: _____

Telephone Number: _____

Email Address: _____

request access to Incolink's *EmployerLink* service and agree to comply with the above Terms & Conditions.

Signed by an officer duly authorised to sign on behalf of the company

Signatory's name and position within the company