

User Agreement: Eligibility Checker Platform Terms

1. Acceptance & Agreement

By accepting these terms and using the Platform (or any part of it), you the user, or in the case of a representative, in that representative's own right *and* on your behalf ("you") agree to these terms in full. If you use the Platform on behalf of another person, you represent and warrant that you have all necessary authorities and permissions to do so.

If you do not accept these terms in full, do not use the platform. If you have any questions or wish to negotiate any of these terms, please contact enquiries@aushearingloss.org first. Amendments may be discussed and agreed via email (in which case, such amendments will override any applicable terms in this agreement). Any notification of your acceptance via the website and/or use and Platform prior to that point will constitute acceptance of the terms in full.

We agree to provide you with the Platform, subject to these terms. You agree to the rights and obligations in these terms, to use the Platform in accordance with the terms, and to pay us any charges as agreed and applicable from time to time for use and/or the right to access all or part of the Platform. You also agree, represent and warrant that you will only use the Platform for the Approved Purpose. Some or all of these services may be provided, and/or supported by, services provided by CogLaw, and/or other third-parties (such as a medical specialist) we may help you engage with. In such case, you consent to us sharing your information and working with those parties on your behalf in connection with your use of the Platform or receipt of Services from us.

These terms are provided by Hearing Loss Australia, a trading name operated by the Australian Pty Ltd entity ABN 95 622 005 645.

2. Information Accuracy

The utility of Platform is reliant upon the accuracy and quality of information you

provide to it. You represent and warrant that all information you provide is true and correct. You further warrant that any and all information and use of the Platform is in full accordance with, and will not be in breach of nor cause us or our associates to be in breach of any applicable law. You indemnify us for any harm, loss, damage, outgoing, penalty or similar eventuality arising in connection with any non-compliance with this clause.

3. Approved Purpose

The Platform is provided for the purpose of assisting you to better understand the legal system, rights and entitlements relating to the Subject Matter by providing a preliminary outline of non-comprehensive, inexhaustive information. This may also include identifying the availability of third-party providers which may assist you (and if so, on what commercial terms; such as providers offering no up-front costs) in order to help you make your decision regarding whether you wish to undertake further enquiries in connection with the Subject Matter. It is not suitable for, and may not be used for, any other purpose.

4. Communications

We will communicate with you electronically to help with the use of and any follow up processes relating to your Platform use. You agree that, until further notice, we and any third party authorised by us may contact you using any contact methods you provide to us.

5. Tax & Charges

Where Australian Goods and Services Tax, some similar or equivalent tax, or any other applicable transaction tax ("GST") is payable in connection with any amounts payable by you, this will be shown on our tax invoices. Unless otherwise indicated, costs are exclusive of GST. By accepting these terms, you agree to pay us an amount equivalent to the GST imposed on these charges.

Your use of the Platform may involve the incurrance of charges payable to us. Any such charges will be notified to you from time to time, prior to you incurring them. You must notify us within 7 days of receipt of such notifications being sent to avoid incurring the

applicable charges. If you continue to use the Platform after this point, you may incur such charges.

You agree that a third-party may on your behalf pay or deduct from amounts owing to you any such charges.

6. Amending or Ending this Agreement

The terms of this agreement may change from time to time. Where that is the case, you will be notified of materials changes, and the revised terms will be made available to you prior to the new terms taking effect.

Either Party may end this agreement by giving notice in writing, with the agreement ending 5 business days thereafter. Any rights (including to payment) that arise prior to the agreement ending continue in force.

The Parties agree and acknowledge that they consent to execution by electronic means, including by providing notification of acceptance of these terms through click acceptance, and/or by course of conduct.

7. Documents & Privacy

We must comply with applicable laws regarding privacy and data in relation to any documents and data you provide. We may hold documents and data about you in connection with your use of the Platform. We may retain copies of such documents and data for our records, including to meet any statutory obligations.

You agree and consent to us using your data in accordance with the Privacy Policy.

8. IP

We retain all rights, title and interest in any and all Intellectual Property rights we hold in relation to the Platform and our business.

We hold all rights title and interest in any and all Intellectual Property rights arising in connection with anything which is provided, created, developed, coming into existence or similar, in connection with the Platform or any goods, services, or activities to which this agreement relates, and you irrevocable and to

the fullest extent possible transfer to us all rights title and interest you have in any such materials (including moral rights).

We grant you a limited, non-transferrable, non-subliceable, non-assignable licence for the term of this agreement to use the intellectual property relating to or arising from the Platform, solely for personal use (and not for any commercial purpose) in accordance with these terms, subject to full and complete compliance with all the terms of this agreement, and provided that you may not in any way modify, reverse engineer, analyse, manipulate, or attempt to use or access the Platform in any way that could or may cause harm (including any commercial harm or lost opportunity) to us or our associates. This licence is subject to payment to meeting any and all payment obligations under this agreement. We provide no warranties, express or implied, relating to the use of the Platform or any goods or services we may provide.

9. No Reliance

In respect of the Eligibility Checker Software, you agree that the sole purpose for which this tool may be used is in accordance with the Approved Purpose. You must not rely on it for any other purpose. We do not warrant the accuracy or completeness of such information and to the maximum extent permitted by law, take no liability whatsoever for any guidance provided via the Eligibility Checker.

10. General

Any rights in favour of us may be assigned, transferred, or sublicenced to any related entity or associate of us; or to any third party acting on behalf of or providing services or work to us.

This agreement shall be governed by the law of Victoria, Australia.

To the maximum extent permitted by law, we accept, and you agree, that we hold no liability for any cost, loss (including consequential or indirect loss) of any kind in connection with our performance of any goods or services or provision or your use of the Platform, or any other activities or rights under this Agreement, including the activities or a third party. Without limiting the foregoing, you agree and

acknowledge that we are not liable for any negligence or wrongdoing in connection with the performance of the obligations or services under this agreement. To the extent any liability cannot be excluded by reason of applicable law or professional responsibility, you accept that you are responsible, and any loss or liability must be reduced by the amount attributable to Your action or inaction, or the action or inaction of any third party for whom we are not responsible or not in control of.

The Platform has the meaning set out in the Platform Description.

11. Legal Services

Use of the platform may result in or involve the provision of legal services (as defined by applicable Australian laws) to you. Where this is the case, such services are provided to you by Cogniseum Pty Ltd (t/a CogLaw or CogniseumLaw), a law firm having its registered head office in Victoria, Australia, and you accept and enter into to the CogLaw [Engagement Agreement](#). Such services are provided as a specified SOW pursuant to the Engagement Agreement. The Costs Disclosure for this SOW is that: "This SOW is provided on a pro bono basis (i.e. there is no charge for legal services)".

SOW: (i) you agree and acknowledge that the scope of these services is only (a) the provision of a preliminary, very limited-scope, high-level review of whether, based solely on the information you have provided via the platform and assumptions (detailed via email, upon request for the Platform Indicative Advice), it appears that you may or are less likely to meet some (not all) basic legal requirements relating to the making of an industrial hearing loss claim in Victoria only, by an individual who is not self-employed, employed by a government entity, or who was not employed in a noisy role after 2013 for the sole purpose of you being able to evaluate whether you wish to undertake further steps which may be necessary or desirous to further evaluate or make a potential claim for industrial deafness (such steps potentially including the engagement of an audiologist or other medical specialist to evaluate your hearing loss (if any) and/or engagement a lawyer to provide further legal services); and (b) to notify you whether you

would, solely on the basis of the foregoing, would qualify for our firm to assist you on with a Fast Track Claim on a No Win No Fee basis (including disbursements); and (c) to provide you with a high-level understanding of the availability, access, entitlements and process relating to workers compensation claims in Victoria to better enable you to make an informed decision about the foregoing; and no other purpose. You also agree and acknowledge that the nature of seeking industrial hearing loss advice in the absence of medical evidence establishing or indicating the extent or existence of your injury means that any such advice inherently cannot be provided with meaningful specificity, so is provided for the purpose of offering an understanding of the legal system, rights and entitlements you may wish to further explore. Similarly, you accordingly agree and acknowledge that any indications about your eligibility or entitlements are preliminary and indicative; and does not involve a comprehensive assessment of your circumstances. You accordingly agree and acknowledge that the advice cannot and will not be relied upon for any other purpose, and agree and acknowledge that (i) any indication that you are not eligible may not be a reflection of your legal position, as it may not consider certain exceptions and specific variations to positions or interstate rules; (ii) such outcomes may be based on whether you meet key tests or criteria relating to NWNF requirements; (iii) such outcomes may conversely not necessarily mean that you have a statutory entitlement; and (iv) accordingly, we strongly urge you to seek further advice on your position, whether to further explore your rights and entitlements on the basis of recommendations about eligibility, or to explore other options under which eligibility may arise if you were found to be eligible based on the Eligibility Checker. It is disclosed that CogLaw is or may be a related, affiliated or associated entity, and that there may be an actual or perceived conflict of interest. By accepting these terms, you consent to use this related entity (however, if you do not or wish to receive a more comprehensive breakdown, please contact enquiries@aushearingloss.org marked "Att: Interest Disclosure").

Privacy Policy

This statement outlines how we manage information about you. We respect your privacy and aim to minimise how our interactions with you may affect your privacy. We will collect, handle, and process your personal data with the utmost care and in accordance with the law. Where, and only where (that is, without opting in to any regimes which otherwise would not mandate our compliance), we comply with all applicable Privacy Laws as follows. To the extent we are required, we abide by applicable obligations under the Privacy Act 1988 (Cth) and the Australian Privacy Principles ('APP') (collectively, the 'Privacy Laws'). We update this Privacy Policy from time to time to account for changes in our management of information, our business, our dealings with third-parties, and changes to Privacy Laws. If You have any concerns or do not consent to the provision and use of any Data in accordance with this policy, please contact us in the first instance with the heading Privacy Policy and we will discuss this with you. Subject to the foregoing, by providing Data to us, and/or agreeing to our Agreement between You and Cogniseum, You consent to these terms in full.

In this Privacy Policy, **Data** includes any information provided, stored, analysed, or derived from electronic form, including Personal Information, sensitive or confidential information, and GRI, telephone records, emails, and any other documents and **Your Data** includes any data in relation to Your matter whether obtained from direct provision by You or derived in connection with or as a consequence of providing Services to or entering into this Agreement with You, including without limitation, Personal Information relating to or connected with You, your work, settlement details, time periods, metadata, and any derivative analyses.

We may collect the following specific types of Data about you, or connected to you:

'Personal data' or **'personal information'** which is information or an opinion about an identified natural person or reasonably identifiable natural person, whether true or not and whether it is recorded in a material form or not. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data,

an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. Examples include an individual's name, date of birth, signature, address and contact details, occupation, employment history, family situations, bank account details, financial and tax information, IP address. Unless specified otherwise, 'personal data' or 'personal information' includes GRI.

'Sensitive information' (also referred to as **'special categories of personal information'**) is a sub category of personal information and includes information or opinion about an individual's racial or ethnic origin, political opinions and affiliations, religious or philosophical beliefs, membership of professional or trade associations or of a trade union, sexual orientation or practices, criminal record, health information including information about physical and mental health, notes on symptoms, diagnosis, disability and treatment, information about suitability for work and other health related information.

'Government Related Identifiers' ('GRI') being government identifiers, assigned by a State or Territory authority or agency to identify an individual or verify identity (e.g. Tax File Numbers, Medicare Numbers, Centrelink References, Driver's License Numbers and Passport details). We only collect, receive, use, disclose or manage GRI in accordance with the law.

Why Do We Need Your Data?

Some of the services provided by the Platform, and/or some of the related consulting or other services which we may provide you to require, or may require, your sensitive personal, financial, medical and other information about you. We seek this data because we need to know it in order to provide such services to you.

Sharing Your Data

You agree and consent to us sharing your data, where reasonably necessary or convenient, with third-party legal and medical specialists to assist with services relating to or arising from your use of the Platform. If you provide any instructions to Cogniseum, another law firm, or

an audiologist practice regarding the permitted use of your data, you agree that we may act in accordance with those instructions, including to release or share any of your data.

Using Data Relating to You

Subject to the following restrictions, to the maximum extent permitted by law, you permit us to retain, store, licence/sublicence, and use your Data in any way in connection with our business.

You consent to Us using that data:

- i) In respect of GRI, solely to procure and/or provide services to You for which we were engaged to provide, to securely retain where we may provide services to you in future, and to perform any ancillary work related to such services (for example, legal, professional or ethical checks required to provide such services, or to provide, share or notify your lawyer).
- ii) In respect of all other Personal Data, Personal Information, Sensitive Information or other Data:
 - a. to collect, receive, use, generate, disclose, analyse, store, and otherwise process information about you—
 - i. in a manner that is reasonably necessary for the primary purpose of providing services we provide to you, including retaining to be better able to provide potential future services; and
 - ii. to improve, enhance, expand, train, develop, modify or perform similar work in relation to any goods or services we are or may provide, or any related business processes or opportunities, subject to appropriate confidentiality measures being in place with all persons who may access such data; and
- iii) You acknowledge that the nature of certain claims and matter can mean dealings with Your financial, personal, government, taxation, healthcare, legal, employment, or other sensitive records.

- iv) Where any Data other than GRIs (including Data which was Personal Data or Sensitive Information) is aggregated and anonymised, you consent to such records (a) being owned by us without limitation; and (b) being used for any purpose; (c) being transferred, assigned, licenced or sublicenced to any third party for any purpose.

You may have the right to access and/or request corrections of information about you held by us, or to make a complaint about our dealings with Data, and in either case You should make such a request or notification via enquiries@aushearingloss.org, marked "Privacy Policy". You can obtain a copy of this statement by downloading it from our website.

Platform Description

Platform means both the Eligibility Software and Claims Management Software, including any of their respective component parts, and any additional systems, processes, data, databases, digital communications, website, hosting and related services via which the Eligibility Software or Claims Management Software is provided to you. There is no guarantee regarding the functionality, coverage, ongoing provision, storage, accuracy or availability of the Platform, which may change from time to time.

The Platform addresses the **Subject Matter**, which may also change from time to time. As at August 2023, the Subject Matter means industrial hearing loss plaintiff claims in Victoria.

Claims Management Software means the software tools including any forms, chat functionality (live, delayed, manual, automated or a combination), bots, automations, emails, text, messages, webpages, analytics, software, data, databases, or similar which can or are used for the purpose of managing, assisting, processing making or otherwise assisting with an actual or potential claim, but does not include the Eligibility Software.

Eligibility Software means any forms, chat functionality (live, delayed, manual, automated or a combination), bots, automations, emails, text, messages, webpages, analytics, software, data, databases or similar, with same or similar ‘eligibility checker’ designation, designed to help users assess their potential legal rights for the Approved Purpose.