



RTO Data Desktop – Product Specification

Supply and Cost

The RTO Data Desktop database and user licence is supplied via email. The files are supplied in a compressed (zipped) folder. The package includes:

- Installation Instructions
- 1 x RTO Data Desktop (front end file) – This is the file you open and work in.
- 1 x RTO Data Desktop (back end file) – This is where your data is stored.
- 1 x RTO Data Desktop End User Licence Terms (see page 5 below)
- Initial 12 months RTO Data Desktop Technical Support & Updates Subscription

Each copy of RTO Data Desktop is registered with a unique license number which is encrypted within the metadata of the software. This enables Newbery Consulting to verify licensed users of the software and enforce our right to copyright and protect our intellectual property.

RTO Data Desktop can be purchased by completing the purchase order at <https://newberyconsulting.com.au/product/data/>. Payment can be made via electronic funds transfer or secure credit card payment.

The cost of RTO Data Desktop is: **\$1,100.00** (GST incl). This includes the initial 12-month subscription to RTO Data Desktop Technical Support.

Training

As part of your technical support subscription, we also provide you training to help orientate and get your RTO Data Desktop operating effectively as soon as possible. This training is undertaken over the phone and also using TeamViewer remote screen access software. Training is a great way to introduce RTO Data Desktop to new staff and to ensure that you are obtaining the maximum possible benefit from the RTO Data Desktop functionality. The following training sessions are available:

- Initial set-up training (60 minutes)



- Refresher training (60 minutes)
- Compliance training (60 minutes)
- Import Spread sheets training (30 minutes)
- Certificate Mail Merge training (30 minutes)
- RTO Enrol training (60 minutes)
- AVETMISS Reporting training (30 minutes)
- VET Fee Help training (30 minutes)
- USI Web Services training (30-60 minutes)

Technical Support

Newbery Consulting has a small team of client support representatives to provide you with the support operate your RTO Data Desktop and resolve any issues relating to the database design. This service is offered for an annual subscription fee. The first 12 months are provided at no additional cost. Technical support includes:

- phone and email support with a Newbery Consulting Client Support Team.
- improvement updates which are generated by Newbery Consulting based on user feedback. Improvement updates are approved at the discretion of Newbery Consulting as an improvement will affect all users.
- technical updates which are generated by Newbery Consulting based on changes to AVETMISS data reporting requirements.

Requesting support. Subscribers to technical support can request support by sending us an email to: support@newberyconsulting.com.au. We will generally respond to a request for support within an hour. We will always do our best to contact you as soon as possible. Please refer to the RTO Data Desktop End User Licence Terms, Section 11 for more information about technical support.

Updates to RTO Data Desktop are issued via email to a nominated database administrator within your organisation. These are simple to implement and keep your database up to date.



RTO Data Desktop is constantly being improved and technical support allows all users to benefit from these improvements at minimal cost.

RTO Data Desktop Technical Support can be purchased by completing the purchase order at <https://newberyconsulting.com.au/product/rto-data-tech-support/>. Payment can be made via electronic funds transfer or secure credit card payment.

The cost of RTO Data Desktop Technical Support is: **\$825.00** (GST incl) for 12 months subscription. The initial 12 months is supplied complimentary with the purchase of RTO Data Desktop. At the 12-month anniversary, an email will be automatically sent to you requesting that the subscription be renewed.

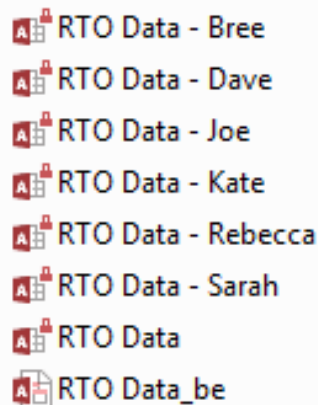
System Requirements

Component	Requirement
Computer and processor	500 megahertz (MHz) processor or higher. A higher processor capability will provide better performance
Memory	256 megabyte (MB) RAM or higher
Hard disk	2 gigabyte (GB)
Display	1024x768 or higher resolution monitor
Operating system	Microsoft Windows 7 with the current Service Pack (SP) or on a server - Windows Server 2008 with the current SP or later operating system.
Concurrent users	<p>RTO Data Desktop can be used by concurrent users. Newbery Consulting recommend no more than ten (10) concurrent users at a time. To access RTO Data Desktop concurrently you will need to provide the IT systems to enable this. This can be achieved by the following methods:</p> <p>Network folder. The database file is stored on a shared network drive, and people use the database file simultaneously. This can be established by networking multiple computers together where the files are accessed from one of</p>

the computers on the network. This can also be achieved in a single office location by networking the computers to a basic files server or a network-attached storage.

Terminal server. Terminal server is optimised for sharing data among many users. The server would need to be a Windows Server such as a Windows Server 2008 R2. In a terminal server configuration, you would also need Microsoft Terminal Service licences and Microsoft Office 2010: Professional Plus licences. You then access the service from any computer using a Window Remote Desktop Connection.

In both of the above configurations, each authorised user would require their own individual front-end file sitting in the same folder as the back-end file. You may create a shortcut for each user that they keep on their desktop to access their front-end file. The file configuration might look like this example:



Please note that Newbery Consulting do not provide services to establish your concurrent access to the RTO Data Desktop files. Newbery Consulting supply you the RTO Data Desktop files and you then provide the IT environment and expertise to operate the system in accordance with your organisation's needs.

Critical Information	<p>To operate RTO Data Desktop, you will need to be operating on your PC a fully licenced version of:</p> <p>Microsoft Office 2010 Professional, Service Pack 2 or later version.</p> <p>The program required to run RTO Data Desktop is Microsoft Access. This program comes standard with Microsoft Office Professional. Microsoft Access can also be purchased separately. RTO Data Desktop also utilises Microsoft Outlook to create tasks and appointments and to email students. Therefore, we recommend the full Microsoft Office Professional 2010 or later and not simply Microsoft Access by itself.</p> <p>Please note.</p> <ul style="list-style-type: none">– RTO Data Desktop will not operate on Microsoft Access 2003 or Microsoft Access 2007. You are strongly advised to check that you have the required system and program requirements before you proceed to purchase.– Microsoft Access is not a program that is compatible with Apple Mac computes. Microsoft Access and RTO Data Desktop will only operate on a PC.– RTO Data Desktop is fully compatible with Microsoft Office 2010, 2013 and 2016.
-----------------------------	--

RTO Data Desktop - End User Licence Terms

1. ABOUT THESE TERMS

1.1 These are the terms and conditions for our supply of RTO Data Desktop to you, including our obligations to each other (Terms).

1.2 These Terms apply to all RTO Data Desktop components.

1.3 If you accept these Terms in Australia, these terms do not exclude, restrict or modify:

- a. the application of any provision of the Australian Consumer Law (whether applied as a law of the Commonwealth or any State or Territory of Australia) (ACL);
- b. the exercise of any right or remedy conferred by the ACL; or
- c. the liability of Newbery Consulting for a failure to comply with any applicable consumer guarantees where to do so would:
 - (1) contravene the ACL; or
 - (2) cause any part of these Terms to be void.

1.4 Some words in these Terms have specific meanings:

- a. **Business** means the business for which the application is made and accepted for RTO Data Desktop. This would include, but is not limited to, sole traders, partnerships, companies and trusts.
- b. **Business Hours** means 9 am to 5 pm in Australian Eastern Standard Time.
- c. **Business Days** means Monday to Friday and excludes Saturday and Sunday.
- d. **Compliance with Regulatory Requirements** means the obligation to comply with legislative and statutory requirements relating to operating as a Registered Training Organisation in Australia including but not limited to complying with the Education and Training Reform Act 2006 in the State of Victoria, the Vocational Education and Training Act 1996 in the State of Western Australia and the National Vocational Education and Training

Regulator Act 2011 applicable to all States and Territories of Australia and their associated regulations and legislative instruments.

- e. **Compliance with Contractual Requirements** means the obligation of a Registered Training Organisation to comply with any contract it may have entered with any government agency or private entity to access payment for services including the use of RTO Data Desktop as a component of the service delivery.
- f. **Employees** means employees of the Business
- g. **Fees** means the fees and charges relating to the provision of RTO Data Desktop, as notified to you from time to time and published on our website at: <https://newberyconsulting.com.au/>
- h. **Loss or Claim** means any loss, liability, action, proceeding, damage, cost or expense (including all reasonable legal costs and expenses), including liability in tort and consequential and economic losses.
- i. **RTO Data Desktop** means any of the services, features or functionality which form part of RTO Data Desktop and which we make available to you from time to time.
- j. **Other Application** means an application or service developed by a third party to integrate and be used in conjunction with RTO Data Desktop. Other Application may include but are not limited to financial accounting software, learning management software, work diary or working profiling software, cloud based assessment software, student management system software.
- k. **Personal Information** means that term as defined in the Privacy Act. Basically, this is information about an identifiable individual.
- l. **Privacy Act** means the *Privacy Act 1988 (Cth)* as updated, amended or replaced from time to time.
- m. **Professional Partner** means a person who provides data entry support or administrative support, and who may be appointed as a User.
- n. **Remote Access Technology** means TeamViewer which is used by the RTO Data Desktop Technical Support Team to view your account. Newbery

Consulting does not otherwise have any access to a user account.

TeamViewer can be downloaded at the following website

<https://www.teamviewer.com/en/download/windows/>

- o. **Third Party** means any person we have contracted with to help us provide RTO Data Desktop. This includes any other service providers engaged by us for the delivery, maintenance and administration of RTO Data Desktop.
- p. **User** means a person authorised to use RTO Data Desktop (including a Professional Partner). RTO Data Desktop is a multi-user system.
- q. **We, us and our** means The Trustee for Newbery Consulting Trust ABN 45 088 229 315.
- r. **You** means the Business, including each User.

2. GENERAL TERMS

2.1 Services

We agree to supply, and you agree to use, RTO Data Desktop on the terms and conditions set out in these Terms.

2.2 Protecting your username and password

- a. Unless you take adequate security precautions, it could be possible for an unauthorised person to gain access to your RTO Data Desktop data. It is important to take all reasonable precautions to ensure that your username and password are not misused, and remain secure and confidential. In particular:
 - (1) you must not tell anyone your username or password, including any member of your family;
 - (2) you must not let anyone else, whether acting as your agent or not, access RTO Data Desktop using your username and password; and
 - (3) you must be extra careful when accessing RTO Data Desktop from public computers.

- b. If you think anyone else might know your password you should reset your password from within RTO Data Desktop, or contact us as soon as possible to arrange a new password.
- c. You agree to be liable if your login details are used by an unauthorised person.

2.3 Other responsibilities you have as a User

- a. No interference with RTO Data Desktop – You will not
 - (1) interfere with the operation of RTO Data Desktop or overload the system;
 - (2) reverse-engineer, reverse-assemble, decompile, or otherwise attempt to discover source code, formulas or processes in respect of the software behind RTO Data Desktop;
 - (3) copy, reproduce, alter, modify, create derivative works, or publicly display, any part of any content from RTO Data Desktop except where we have given you permission;
 - (4) use RTO Data Desktop in way that is prohibited by law, regulation or government order in any relevant jurisdiction, or in a way that violates a third party's legal rights;
 - (5) use RTO Data Desktop in a way that could harm or impair anyone else's use of it;
 - (6) use RTO Data Desktop to gain unauthorised access to any service, data, account or network by any means;
 - (7) falsify any protocol or email header information;
 - (8) upload any material (including pdf. files) into RTO Data Desktop which:
 - (a) is harmful, threatening, abusive, vulgar, obscene or otherwise objectionable;
 - (b) is fraudulent, false, misleading or deceptive;

- (c) contains Personal Information of any other person, without that person's express or implied consent;
 - (d) infringes on the intellectual property rights of any other party;
or
 - (e) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment.
- (1) use RTO Data Desktop to send "spam" or otherwise make available any offering designed to violate these Terms; or
- (2) remove, modify, tamper with any regulatory or legal notice or link that is incorporated into RTO Data Desktop.
- b. Cooperation and limited authority in relation to Third Parties – You:
 - (1) must do all things we consider reasonable and appropriate to enable us to fulfil our obligations to Third Parties in relation to RTO Data Desktop; and
 - (2) authorise us to give a Third Party or other person any authority, consent or instruction in respect of RTO Data Desktop, as reasonably required to enable us to provide RTO Data Desktop to you.
- c. Compliance with Regulatory Requirements and Contractual Requirements - It is your responsibility to retain your Business records for compliance purposes (as applicable). We are not liable for your failure to meet your legal obligations for record retention, in relation to any data that you input into RTO Data Desktop. If you decide to terminate RTO Data Desktop we strongly advise you to extract your data in its entirety as soon as possible following termination.
- d. Giving access to other Users - If you are listed as the owner of the Business or the authorised administrator for your subscription, you can authorise other people (including Professional Partners) to have access to your RTO Data Desktop data as Users. Subject to the access rights you grant, they will be

able to view and modify your RTO Data Desktop data. Their use of RTO Data Desktop is subject to these Terms, so we suggest that you provide them with a copy. You are responsible for their use of RTO Data Desktop. You can stop their access by removing them from your User list within RTO Data Desktop or by contacting us.

- e. Change of details - You must let us know of any changes to the details that you have provided to us in relation to RTO Data Desktop, and provide any proof of the change we that require.
- f. Accuracy of Data - You are responsible for verifying the Data that you input into RTO Data Desktop and ensuring that it is accurate and complete.

2.4 Use of RTO Data Desktop and our intellectual property

- a. What you can do - Until your use of RTO Data Desktop is terminated, you have a non-exclusive and non-transferable licence to use RTO Data Desktop in the way that we authorise from time to time.
- b. We retain our intellectual property rights - Except where specifically set out in these Terms, these Terms do not give you any intellectual property or other rights in any of our:
 - (1) software, documents, templates, marketing material, trademarks, business names, logos, trading styles, processes or methodologies; or
 - (2) other intellectual property, and you (including your staff, agents or contractors) must not otherwise use, reproduce or modify these intellectual property rights.
- c. Intellectual property rights deriving from your use of RTO Data Desktop - You agree that any intellectual property rights in any systems, processes or methodologies developed by you which derive from your use of RTO Data Desktop become our intellectual property.

2.5 Trial User

- a. If you are a trial User, you will be able to use RTO Data Desktop free of charge for 24 hours. At the end of this period, you have the option of subscribing to

RTO Data Desktop for a fee. If you do not subscribe, your access to RTO Data Desktop will be terminated.

- b. If you choose not to subscribe to RTO Data Desktop following your trial, we strongly recommend that you extract your data for compliance and archive purposes as soon as possible and prior to your trial ending. Failure to extract and retain your data following the end of your trial may result in you being unable to comply with your record retention obligations under Regulatory and Contractual Requirements.

2.6 Payment of Fees and Direct Debit Authority

This section applies to you if you are responsible for paying the Fees for your RTO Data Desktop subscription. If another person (for example, a Professional Partner) is responsible for paying the Fees in relation to your use of RTO Data Desktop, and they stop paying us, then you will need to pay the Fees to continue your use of RTO Data Desktop, in compliance with this section. If you accept these Terms, please see the Newbery Consulting Direct Debit Terms and Conditions for Purchasing Online for more details on your direct debit authority.

- a. Payment of Fees - You must pay all Fees due to us in relation to your use of RTO Data Desktop, on the due date. Fees will be published on the Newbery Consulting website: <https://newberyconsulting.com.au/>
- b. Changes to Fees - By giving you at least 30 days' notice before the change takes effect, we may:
 - (1) change the amount of any Fee and introduce a new Fee;
 - (2) change the circumstances in which, or frequency with which, a Fee is payable; and
 - (3) Section 8 tells you about the ways in which we can give you notice.
- c. Termination rights - If we make a change under section 2.6.b above, then you have the option to terminate your RTO Data Desktop subscription under section 5.1.
- d. Direct Debit Authorisation - You authorise us to deduct monthly instalments and any other Fees payable to us in respect of your use of RTO Data Desktop.

You give us this authority by providing us with your credit card or other payment details.

e. Processing Fee payments -

(1) Debiting of Fees will ordinarily occur on the 1st Business Day of each month (but may occur at other times as required or permitted under these Terms) and can be in advance or in arrears as we determine. We will provide a monthly statement/tax invoice detailing the Fees that have been debited.

(2) It is your responsibility to ensure that:

(a) You have sufficient credit or funds available in your nominated credit card or bank account to cover your monthly payment;
and

(b) your credit card or account details are current and correct.

f. If your direct debit is declined

(1) If your Fees are debited from your credit card, we will attempt to re-draw 3 times. If these attempts fail, we will advise you and you will be allowed 14 days to respond; or

(2) If your Fees are debited from your bank account, we will advise you of the decline and you will be given until the date of your next invoice to respond.

A dishonour fee may also be charged by both us and your financial institution to cover reasonable administrative and processing costs. If the Fees remain unpaid, we may suspend or terminate your use of RTO Data Desktop.

g. If there is a problem - If you believe there has been an error in debiting your credit card, you should notify us immediately at support@newberyconsulting.com.au so that we can resolve your query promptly. If we conclude that your credit card has been incorrectly debited, we will arrange a refund of the incorrect debit.

2.7 Goods and services tax (GST) and duties

- a. All payments due to us (eg. Fees, reimbursement by you to us of any amounts or payments under indemnities), unless already stated to be GST inclusive, are to be increased by the amount of any GST liability we have in relation to supplies we make to which those payments relate.
- b. You must pay all duties (eg. stamp duty, other government charges or financial institution account fees, if applicable) payable in relation to your use of RTO Data Desktop. If we have paid them, they must be reimbursed by you on our request.

2.8 No Licence

- a. RTO Data Desktop is licenced not sold. Newbery Consulting grants to you an individual, non-transferable and non-exclusive right to use the copy of RTO Data Desktop provided as an End User Licence. The Licensee has no right of duplication or further distribution, licensing, or sub-licensing. You may not loan, rent, or lease RTO Data Desktop.

2.9 Storage

- a. RTO Data Desktop may only be stored as a single copy on one file location per licence. This means that the RTO Data Desktop files may only be stored on a single computer (which may be networked) or a shared server where multiple computers (and authorised users) can access the single copy of the files at one time. The file location must be protected to prevent unauthorised copying or tampering of RTO Data Desktop. You agree that you will apply your best efforts to prevent your employees and contractors from obtaining a copy of RTO Data Desktop.

2.10 Public Access

- a. RTO Data must not be displayed or allowed access to via any public access site or medium. RTO Data must not be shared over the internet other than through a secure intranet where access can be controlled to authorised users.

3. OTHER APPLICATIONS

3.1 From time to time we may offer Other Applications for RTO Data Desktop.

3.2 We make no warranties in relation to any Other Application offered in relation to RTO Data Desktop, regardless of whether an Other Application is provided by a Professional Partner or is otherwise recommended by us.

3.3 If you install or enable an Other Application for use with RTO Data Desktop, you consent to us allowing the Other Application to access your data as required to enable RTO Data Desktop and the Other Application to operate together. Any exchange of data or other interaction between you and an Other Application provider is solely between you and them. We are not responsible or liable for any disclosure, modification or deletion of your data as a result of any access to RTO Data Desktop by an Other Application provider.

4. AVAILABILITY OF RTO DATA DESKTOP

4.1 RTO Data Desktop could be disrupted if systems failure occurs due to technology used by either us or Third Parties involved in providing RTO Data Desktop. Delayed receipt of Data Feeds Data could result in transactions not being available on a particular day.

4.2 RTO Data Desktop may also be unavailable for short periods because of necessary or desirable system maintenance or upgrades. If this is needed, we will try to inform you beforehand.

4.3 Subject to the terms of section 6 below, we are not responsible or liable to you or the Business for any Loss or Claim arising from RTO Data Desktop or any part of it being delayed, disrupted or unavailable.

4.4 In order to maximise your business continuity and make it easier to comply with your record retention obligations, we encourage you to take steps to archive your business records.

5. TERMINATION

5.1 How can you end your RTO Data Desktop subscription?

- a. You can terminate your RTO Data Desktop subscription by phoning us at least 10 days before the end of the current period of your monthly or annual subscription. To action your termination, please call our Customer Service team directly on 02 8005 8029. The effective date of termination will be the last day of the current month of your subscription.
- b. Your RTO Data Desktop subscription will cease on the effective date of termination. However, during the notice period, you are still liable for any Fees in relation to your use of RTO Data Desktop up to the effective date of termination. Refer also to section 5.3 below for other important content about what happens on the effective date of termination.
- c. You may also terminate your RTO Data Desktop subscription if we fail to remedy a material breach of these Terms within 7 days of you giving us notice of the breach in writing.

5.2 When we can terminate your RTO Data Desktop subscription without prior notice

- a. Circumstances - These are the situations in which we can terminate your RTO Data Desktop subscription without prior notice. We will notify you of your suspension or termination as soon as possible.

The situations are:

(1) A breach occurs:

- (a) you fail to remedy a material breach of these Terms within 7 days after we give you notice of the breach.

(2) Something threatens RTO Data Desktop:

- (a) in our opinion, a change to any Third Party arrangement necessary for RTO Data Desktop renders the ongoing operation of RTO Data Desktop substantially unworkable or non-functional;
 - (b) in our opinion, the actions of a regulator or a change in law or regulation makes the ongoing operation of RTO Data Desktop substantially unworkable or non-functional; or
 - (c) we believe this is necessary either to protect the security, integrity or reputation of RTO Data Desktop or any RTO Data Desktop function, service or facility, or to otherwise protect our interests.
- (3) We have concerns about the Business:
- (a) we receive notification of a dispute from one or more of the directors or principals of the Business;
 - (b) you go into liquidation, administration, insolvency, bankruptcy or such other similar arrangement with creditors, or in our opinion, it is reasonably likely you will do so; or
 - (c) there is a change in who owns or controls the Business.
- (4) breach any law, regulation or legal obligation, or the legal rights of any person.

b. Notification -

- (1) We will notify you in writing (which includes by email) of the suspension or termination.
- (2) We can reinstate a termination in our absolute discretion by written notice to you, and this takes effect on receipt or any later time specified in the notice, subject to you meeting any conditions set out in the notice.
- (3) If you become aware that a circumstance which would permit us to terminate your RTO Data Desktop subscription under section 5.2.a.3.

has arisen or may arise, you must advise us in writing as soon as possible.

5.3 What happens on the effective date of termination?

a. Limited period for data extraction -

(1) You will have 60 days from the effective date of termination to extract your data from RTO Data Desktop, after which time you and other Users (including your Professional Partner) will have no further access to RTO Data Desktop or your data. We may take steps to delete your data from our servers at any time after 60 days following the effective date of termination, whether or not you have extracted your data.

(2) We strongly recommend that you extract your data for compliance and archive purposes as soon as possible following termination of RTO Data Desktop. Failure to extract and retain your data following termination may result in you being unable to comply with your record retention obligations.

b. Continuation of limitations on liability- any limitations on liability which you have given under these Terms continue after termination in relation to your use of RTO Data Desktop.

6. LIABILITY, WARRANTIES, REPRESENTATIONS AND INDEMNITIES

6.1. No warranty that RTO Data Desktop is suitable for your needs

- a. RTO Data Desktop is a generic service and its capabilities are likely to change over time. This means that RTO Data Desktop may not be, or may not remain, suitable for your needs.
- b. You must assess the ongoing suitability of RTO Data Desktop for you and your Business. We are not aware of your individual business needs and cannot provide any specific recommendations regarding your use of RTO Data Desktop.

6.2 Liability for other conditions or warranties

- a. To the extent permitted by law (and subject to section 1 if you accept these Terms, we provide no warranty and make no claim in relation to our performance, the performance of RTO Data Desktop, or any service associated with RTO Data Desktop.
- b. Our liability to you for any non-compliance with a statutory guarantee, or Loss or Claim arising out of or in connection with the supply of goods or services under these Terms, or any breach by us of these Terms however arising (whether for breach of these Terms, tort (including negligence), statute, custom, law or on any other basis), is limited to:
 - (1) the resupply of RTO Data Desktop or the service (as applicable); or
 - (2) the cost of resupply of RTO Data Desktop or the service (as applicable), and in any event will be limited to the fullest extent permitted by law.
- c. All representations, conditions, warranties and terms that would otherwise be expressed or implied in these Terms by general law, statute or custom are expressly excluded (to the extent that such representations, conditions, warranties and terms can be excluded at law).
- d. If you accept these Terms, sections 6.2.b and 6.2.c above are not intended to have the effect of excluding, restricting or modifying:
 - (1) the application of all or any of the provisions of the ACL; or
 - (2) the exercise of a right conferred by such a provision; or
 - (3) any liability of us in relation to a failure to comply with a guarantee that applies under Division 1 of Part 3-2 of the ACL to a supply of goods or services.

6.3 When we and Third Parties will not be liable to you

We and Third Parties are not responsible or liable to you or the Business for:

- a. any Loss or Claim relating to the provision of system data made available through RTO Data Desktop, including delays, disruptions, inaccuracies or the loss of data;

- b. any Loss or Claim relating to your use of, or reliance upon, system data provided to you through RTO Data Desktop;
- c. the actions or inaction of Third Parties, Other Application providers or other persons (including those which may be negligent or unauthorised) relating to RTO Data Desktop;
- d. any Loss or Claim arising from a failure by us to comply with the Terms for any cause which could not reasonably be controlled or prevented by us; or
- e. any Loss or Claim arising from a failure by you or the Business to maintain archive records of your data.

6.4 Indemnity to us and Third Parties

- a. You indemnify us, our staff, and Third Parties (Indemnified Parties) against any Loss or Claim suffered or incurred by the Indemnified Parties or any of them arising from your negligence, misrepresentation, fraud, breach of law or breach of these Terms. You indemnify the Indemnified Parties for any Loss or Claim suffered or incurred from the unauthorised use of your Username or a Password.
- b. If the Indemnified Party caused or contributed to a Loss or Claim, then your liability under section 6.4.a above is limited to the amount of the Loss or Claim which is directly attributable to your conduct.

7. CHANGES TO TERMS

7.1 What can we do? – We may change any of these Terms (including the Fees, which are specifically dealt with in section 2.6.b. above).

7.2 Prior notice – We'll give you at least 10 days' prior notice (longer if required by legislation or any other code of conduct we subscribe to) of any change that is likely to materially affect or disrupt the manner in which you use RTO Data Desktop.

7.3 Urgent changes – However if we need to restore or maintain the security of RTO Data Desktop immediately, we may change your use and access to RTO Data Desktop without advance notice.

7.4 Right of termination – If we make a change to RTO Data Desktop or these Terms under sections 5.1. or 5.2 above, then you have the option to terminate your RTO Data Desktop subscription under section 5.1.

8. NOTICES

8.1 You will agree that all communications between you and us in relation to RTO Data Desktop will be by email, by in-product notification, or by us posting a notification on the Newbery Consulting website (<https://newberyconsulting.com.au/>), unless another method is agreed to by the addressee.

8.2 Any notice or other communication to or by a party by email is regarded as being given by the sender and received by the addressee when a delivery confirmation report is received by the sender which records the time that the email was delivered to the addressee's email address (unless the sender receives a delivery failure notification indicating that the email has not been delivered to the addressee).

8.3 If the delivery or receipt is after 5.00pm (addressee's time) it is regarded as received at 9.00am on the following day.

8.4 We may provide a notice or other communication to you by a posting to the Newbery Consulting website (<https://newberyconsulting.com.au/>) or within your product. That notice or other communication is regarded as being given by us and received by you when the posting is made. We recommend that you regularly check the Newbery Consulting website and your product for notices or other communications.

9. LEGAL

You should note a few things about these Terms:

9.1 This is our complete agreement - These Terms and the documents incorporated by reference, including your application for RTO Data Desktop and any price increase notifications provided to you by email, letter or phone from time to time, contain the whole of the agreement between us and you in relation to RTO Data Desktop.

Any representations or warranties made by our staff before you are accepted for your RTO Data Desktop subscription are not effective unless expressly set out in these Terms. Any waiver of our rights or powers under these Terms may only be given in writing signed by our authorised officer.

9.2 What happens if some of these Terms can't operate? - If any part or provision of these Terms are void, unenforceable or illegal in a jurisdiction, that part or provision does not apply in that jurisdiction. However, the remainder of the Terms continue in operation in that jurisdiction unless this would alter the basic agreement between you and us, in which case we can terminate your use of RTO Data Desktop at our election.

9.3 No waiver by us - If we do not insist upon strict performance of any part or provision of these Terms, that waiver will not be deemed to be a waiver of a subsequent breach or default of these Terms.

9.4 Assignment - You cannot assign or otherwise transfer the benefit of the agreement between us and you without our prior written consent. We can assign or otherwise transfer the benefit of the agreement between us and you.

9.5 Which laws apply to the Terms - If you accept these Terms, these Terms are governed by the laws of New South Wales and the courts of New South Wales have jurisdiction over the parties to these Terms (being you and us).

10. YOUR PRIVACY

10.1 We collect, disclose and use your Personal Information to provide the products and services you have asked for and associated support, respond to your enquiries or feedback and to promote the products and services offered by us and Third Parties. We may collect Personal Information from you, from public sources such as social media websites, and from Third Parties that provide us with marketing leads.

10.2 To do these things, we may provide your Personal Information to our related companies, Third Parties and to people to whom we outsource functions. Some of the entities may be located in Australia or other countries. If you do not provide your Personal Information, it may affect our ability to do business with you.

10.3 You consent to us collecting, using and disclosing your Personal Information for the purposes set out in section 10.1 above.

10.4 If you accept these terms

You can ask us not to use your information to promote products and services by following the process outlined in the Newbery Consulting Privacy Policy.

You can ask us not to use your information to promote our products and services by following the process outlined in the Newbery Consulting Privacy Policy.

10.5 The Newbery Consulting Privacy Policy contains information on how to:

- a. update your preferences about the marketing and promotional material we send to you;
- b. request access to and seek correction of the Personal Information we hold about you;
- c. make a privacy complaint; and
- d. how we will deal with your complaint.

You can contact us about your privacy by email at support@newberyconsulting.com.au or by post at:

Managing Director,
Newbery Consulting,
PO Box 928,
Gunnedah NSW 3130.

10.6 Notwithstanding the Privacy Policy, we may observe your use of RTO Data Desktop and access all information you input or can access through RTO Data Desktop. This will enable us to assist you with problems and make improvements for future versions of RTO Data Desktop and other products and services.

10.7 You must ensure that all Users read this 'Your privacy' section and the policies described above before using RTO Data Desktop or providing their Personal Information to us.



10.8 If you provide any Personal Information about third party individuals to us, you must take reasonable steps to ensure that those individuals are aware of the matters in this 'Your Privacy' section and that we may collect, use and disclose their information to provide you with RTO Data Desktop.

RTO Data Desktop and the RTO Data Desktop logo are trademarks of Newbery Consulting.

11. TECHNICAL SUPPORT

11.1 We will provide technical support to you during Business Hours (9 am – 5 pm AEST) on Business Days (Monday to Friday). RTO Data Desktop technical support is not available outside of these defined timings.

11.2 We will provide technical support to any authorised user of RTO Data Desktop representing your business if they have a reasonable working knowledge of RTO Data Desktop. All authorised users of RTO Data Desktop are recommended to undertake user level training to ensure they can operate RTO Data Desktop competently.

11.3 Technical support includes

- a. responding to general questions about RTO Data Desktop functions, configuration, workflow and capabilities;
- b. providing training via remote access technology on any aspect of RTO Data Desktop functions, configuration, workflow and capabilities; and
- c. gathering details of and coordinating remedies of any fault or error that is identified by users in RTO Data Desktop functions, configuration, workflow and capabilities.

11.4 Technical support does not include

- a. the provision of onsite technical support or any onsite training;
- b. making enhancements to RTO Data Desktop;
- c. making changes to any user generated content including altering user data;



- d. providing advice or assistance with any user Regulatory or Contractual Requirement or obligation;

11.5 To access technical support the user agrees to

- a. only use RTO Data Desktop in accordance with the user instructions and operating guidelines;
- b. contact us as soon as you become aware any fault or error that is identified by users in RTO Data Desktop functions, configuration, workflow and capabilities;
- c. provide RTO Data Desktop Technical Support Team access to your account via remote access technology; and
- d. be responsive to any recommendations that are made by RTO Data Desktop Technical Support Team in relation to data entry.