

## Overview

- A. The content, materials, tools, functionality and all training, education and experience information (**'Content'**) on the PY Manager Platform (**'Platform'**) is made available by TAL Services Limited (ABN 60 076 105 130) (referred to in these Terms and Conditions as **'TAL'**, **'we'** and **'us'**).
- B. TAL provides access to the Platform to different categories of users. Users include:
- a. Australian Financial Service Licensees who provide financial advice in the course of carrying on a financial service business (**'Responsible Licensees'**)
  - b. Australian Financial Service Licensee Adviser groups, who are linked to one or more Responsible Licensees (**'Adviser Groups'**);
  - c. individuals who are undertaking their professional year (**'Professional Year'**), as defined in the *Corporations (Work and Training Professional Year Standard) Determination 2018* as amended or replaced from time to time (**'Determination'**) and who a Responsible Licensee has authorised, or proposes to authorise, to provide personal advice to retail clients, on behalf of the licensee, in relation to insurance risk products (**'Candidates'**); and
  - d. supervisors of Candidates (**'Supervisors'**).
- These Terms and Conditions apply to all categories of users of the Platform. All users are referred to in these Terms and Conditions as **"You"** and **"Your"** or **"you"** and **"your"**.
- C. These Terms and Conditions apply to your use of the Platform.
- D. Your use of the Platform constitutes acceptance by you of these Terms and Conditions.

# Terms and Conditions

## General

1. The following Terms and Conditions (**'Terms'**) apply to your use and continued use of the Platform hosted via the domain [www.pymanager.com.au](http://www.pymanager.com.au). By accessing, viewing, or using this Platform in any way, you acknowledge and agree with TAL to comply with these Terms.
2. The Platform is for the use of Responsible Licensees, Adviser Groups, Candidates and Supervisors only.
3. You must not use the Platform unless:
  - (a) you are a Responsible Licensee or Adviser Group; or
  - (b) you are a Candidate or Supervisor;and either you (if (a) applies) or your Responsible Licensee or Adviser Group (if (b) applies) are parties to a current Distribution Agreement with TAL Life Limited ABN 70 050 109 450 AFSL 237848.
4. You are permitted to access the Platform in accordance with any instructions, terms, conditions or directions posted on the Platform from time to time for the purposes of:
  - (a) utilising the tools on the Platform;
  - (b) collecting, viewing, using and storing data and information regarding training, education and experience completed by you (if you are a Candidate) or by Your Candidates (if you are a Responsible Licensee) during the Candidate's Professional Year (**'Candidate Information'**), in accordance with the Corporations Act 2001 (Cth), the Privacy Act or any other laws; and
  - (c) tracking and monitoring Candidate Information and using related tools.
5. You agree to use the Platform only in accordance with these Terms and your other legal obligations.
6. You agree that if we are required, by law or otherwise, to provide you with a document or notice, you consent to the provision of that document or notice via electronic means and/or through links and publications provided via the Platform.
7. You agree that you have entered into these Terms:
  - (a) in reliance on your own independent legal, tax and other advice;
  - (b) in reliance on your own judgment, evaluation and inspection of the Terms and the Platform; and
  - (c) not in reliance on any statements, warranties or representations made to you by TAL in relation to the Platform or these Terms.
8. You acknowledge and agree that you have had the opportunity to:
  - (a) examine these Terms;
  - (b) seek independent legal advice and guidance as considered necessary; and
  - (c) make inquiries of TAL and its representatives,  
prior to you agreeing to use the Platform in accordance with these Terms.
9. You acknowledge and agree that you are capable of evaluating the merits and risks associated with the use of the Platform and the relevant support services provided by TAL in relation to the Platform.
10. You agree that, on any reasonable request by TAL, you will provide information about the specific user that entered, deleted and/or altered information stored in the Platform (e.g. in response to a request by a law enforcement body and/or Government agency).

## Registration and log in

11. The activation process for the Platform requires you to enter your user ID and password (the **'User Identification Details'**). The User Identification Details must be kept confidential and secure against any improper or unauthorised use. If you choose to share your User Identification Details with anyone, including (if you are a Responsible Licensee or Adviser Group) Supervisors of your Candidates or any other person, you agree to obtain any necessary consent from your Candidates, and take all responsibility for such access to the Platform and for the content of the information about your Candidates held on that website.
12. If you are a Responsible Licensee or Adviser Group, You agree to take full responsibility to implement all reasonable controls to ensure that only the individuals in your licensee or group (as the case may be) that require access to any User Identification Details are granted access. If you are a Candidate, you agree to take full responsibility to implement all reasonable controls to ensure that your User Identification Details remain confidential and secure against any improper or unauthorised use.
13. You agree to take full responsibility to implement all reasonable controls to ensure that access to any shared User Identification Details is promptly removed when it is no longer required (e.g. if an individual leaves your business).
14. You are responsible for any action, omission or instruction carried out in conjunction with your User Identification Details and authorise us to act on any instructions that we receive in conjunction with your User Identification Details.
15. You accept full responsibility and indemnify TAL for any expenses, loss, damage, costs, demands or liabilities arising out of or in connection with the use, including without limitation any improper or unauthorised use, of your User Identification Details, except where you have previously notified us in accordance with these Terms that the security of your User Identification Details has been breached.
16. If you become aware or suspect that:
  - (a) your User Identification Details (or any part of them) have been lost, stolen or misused;
  - (b) any person is accessing the Platform without your authorisation; or
  - (c) the security of your User Identification has otherwise been compromised, then  
you must notify us immediately by telephoning us 1800 748 682 (or any other number that we advise from time to time) and change your password immediately.
17. We may restrict, suspend, alter, log you off, or terminate your access to the Platform or any service available in the Platform at any time without cause and without notice to you.
18. Following the termination of your access, TAL will provide you with a transitional access to the Platform, for a period of 20 business days from the date of termination (**'Disengagement Period'**), to allow you to make copies of the Candidate Information or to move all your Candidate Information over to an alternative supplier or platform of your choice. In return, you agree that, during the Disengagement Period, you will provide us with such Candidate Information and assistance as we may reasonably require relating to your use of the Platform and our compliance with relevant laws.

## Platform access to be free of charge

19. No royalty, fees or charges are payable by You to us for Your use of the Platform or for the support services offered or provided to you by TAL from time to time in relation to the Platform. However, TAL makes no warranty or representation that the Platform will remain available free of charge to You for any period of time. TAL may not impose any fees or charges for Your use of the Platform without Your prior written agreement.

## Candidate information and data

20. If you are a Responsible Licensee or Adviser Group, should you opt to share your User Identification Details with any other person you agree to ensure that you have notified all relevant Candidates that any personal and/or sensitive information about the Candidate (**'Candidate Information'**) that is held on the Platform is available to other persons within your licensee or group, as the case may be.
21. You acknowledged and agree that the Candidate Information you input, upload or store on the Platform is complete, accurate and up to date. Adverse impacts can occur if the Candidate Information on the Platform is inaccurate, incomplete and/or out of date.
22. You agree to comply with any statute, regulation or law concerning privacy, including Privacy Act 1988 (Cth) (**'Privacy Act'**) and the Australian Privacy Principles.

23. You remain responsible for any conduct in contravention of the Corporations Act 2001 (Cth), National Consumer Credit Protection Act 2009 (Cth), Australian Securities and Investments Commission Act 2001 (Cth) or Spam Act 2003 (Cth).

## Intellectual property rights

24. All material available through the Platform, other than the Candidate Information or Client Information (defined below) you input into the Platform, is owned by or licensed to TAL and is protected by intellectual property rights. You agree not to access, download or otherwise use any material on the Platform in any way not expressly authorised by us. You accept full responsibility and indemnify us for any expense, loss or liability that we incur as a result of any use by you (or anyone on your behalf) of the material and Content on the Platform. You agree not to delete any copyright notices or other indications of protected intellectual property rights from materials and Content that you print or download from the Platform.
25. You acknowledge and agree that TAL owns all rights (including the intellectual property and moral rights) in the Content (other than the Candidate Information and Client Information) on the Platform.
26. You agree that other than as provided in this clause, nothing in these Terms or the Content and/or any content provided by us to you or accessed by you through the Platform transfers ownership in, or otherwise grants any rights in, any intellectual property or moral rights to you.
27. If you provide any materials, content or works to us that contain any intellectual property or moral rights which were developed independently of our engagement with you ('Your-Existing Material'), then you grant to us a non-transferable, non-exclusive, royalty-free licence to use Your Existing Material solely for the purpose of running our business, this Platform and providing support services to you.

## Copyright

28. Copyright in the Platform, including any downloadable content and any document created from or through the Platform ('**Materials**'), but not including the Candidate Information or Client Information, is owned by TAL. The Materials (or any part thereof) may not be reproduced, communicated or used in any way without the prior written permission of TAL, unless expressly permitted under these Terms or under the Copyright Act 1968 (Cth).

## Your licence obligations

29. The Platform is a training information management tool. No representation is given that the Platform suffices for the purposes of any of your legal or regulatory obligations, including your obligations as the holder of an Australian financial services licence ("AFSL") or as a representative of a licence holder, or your obligations under the Determination. It is your obligation to ensure you meet all your obligations, including those arising as the holder of an AFSL or as a representative of the holder of an AFSL (e.g. general financial services obligations and AFSL conditions).

## Deletion of Information

30. If you elect to delete any information from the Platform, you agree to accept full responsibility for such deletion. In confirming your deletion of any information on the Platform you agree that you have considered all of your obligations under the Corporations Act 2001 (Cth) and the Determination, and any obligations you have as a holder of an AFSL (as that term is defined in the Corporations Act 2001 (Cth)).

## Links to third party information and websites

31. Links from the Platform to pages on any other website are provided for your convenience only and do not constitute a recommendation or endorsement by TAL of the content of those pages. Use of these links is at your own risk. TAL does not control and is not responsible for any information or material found on those linked pages, nor the timeliness or completeness of any information or material found on those linked pages. TAL does not control and is not responsible for any website of which they form a part and TAL does not endorse any views or recommendations of third parties included or referred to in any of the information on the Platform.
32. You are not authorised to establish a link to the Platform or use a TAL owned logo or trademark without our prior express written permission.

33. TAL accepts no responsibility for the accuracy, reliability, currency or completeness, and we do not endorse, any material on the Platform that has been provided by third parties. Except to the extent that any liability under any law cannot be excluded, liability for this material is excluded by this clause.
34. We exclude all liability for loss or damage of any description arising in any way from information, services or products provided to you by third parties whose content you access through the Platform or after leaving the Platform.

### Record keeping requirements

35. You remain responsible for keeping all records required by the Determination, Corporations Act 2001 (Cth) or any other law or regulation in relation to the training, experience and education completed by the Candidate during their Professional Year, and for assessing whether the Candidate has fulfilled all training, experience and education requirements of the Determination or other regulation.

### Collection, use and disclosure of information

36. We may gather, process and use for the purposes of administering, operating, or facilitating the Platform, and for any related purpose as lawfully permitted or authorised to do so, information which you submit or otherwise provide when using the Platform, including without limitation, information about the training, experience and education completed or to be completed by a Candidate during their Professional Year, or information about your clients which you upload onto the Platform.
37. If you are a Candidate or Supervisor, You agree that we may handle your personal information in accordance with all applicable legislation in relation to the collection, use, disclosure and security of information including obligations under the Privacy Act. You agree that we may disclose this information to your Responsible Licensee and (if any) your Adviser Group.
38. You understand that all information or material entered into or found on the Platform will be stored on a server belonging to or controlled by TAL and located in Australia and you further agree that you will inform and obtain your clients' consent as to this.
39. TAL does not control and is not responsible for any information or material entered into or found on the Platform. TAL does not make or endorse any views or recommendations included or referred to in any of the information found on the Platform.
40. You must not upload, enter or store any personal information (as defined in the Privacy Act) or confidential information of your clients (**Client Information**) on the Platform unless you have all permissions, consents and authorities required by law or contract to do so. You indemnify TAL against all cost, expenses, liabilities and claims arising from a breach by you of your obligations under this clause.

### No Goodwill or Proprietary Rights

41. TAL agrees that:
  - (a) nothing in these Terms confers on TAL any goodwill or other proprietary rights in relation to Candidate Information; and
  - (b) the Candidate retains ownership over his or her Candidate Information at all times.

### Platform is a training information management tool only

42. You agree that the Platform is purely a tool provided by TAL to be used by You to manage, track and view information pertaining to the training, experience and education completed by Candidates during their Professional Year.
43. By submitting any information to TAL via the Platform you agree to indemnify TAL and all of its employees, officers and agents against any loss or damage suffered by any person as a result of any use of, or reliance on that information or your breach of these Terms.

### Viruses/Malicious Attacks/Software

44. TAL cannot ensure against malicious attacks on the Platform. It is your responsibility to ensure that any downloads made from the Platform and emails received in your system are scanned for viruses. TAL does not guarantee that the Platform or the information contained on it will be free from unauthorised

access, or that access to the Platform will be uninterrupted. TAL will not be liable for any loss, damage, claim or expense arising from unauthorised access to the Platform or the information (including Candidate Information, Client Information and Content) contained on it.

45. We do not warrant that the Platform, or its contents, or any third party websites that the Platform links to, will be free from viruses.
46. TAL also assumes no responsibility and shall not be liable for, any damage to, or viruses that may infect your computer equipment or other property as a result of your access to, use of, or browsing in the Platform or you downloading of any material, data, text, images, video or audio from the Platform.
47. You acknowledge that any software available or provided to you through the Platform may contain technology that is subject to strict controls by various agencies of the Australian Government pursuant to Australian export control laws and regulations. You hereby agree that you will not transfer or export such software from Australia (including, for example, providing such software to any foreign person or entity in the Australia) or re-export such software outside Australia in violation of Australian export laws and regulations. TAL does not authorise the downloading or exportation of any software or technical data from the Platform to any jurisdiction prohibited by Australian export controls laws and regulations.

## Disclaimers

48. Use of the Platform is at your own risk.
49. TAL will use all reasonable endeavours to provide access to the Platform at all reasonable times. However, subject to law, TAL does not give any guarantee, warranty or representation in relation to the availability or accessibility of the Platform or any of the services available in the Platform or that they will be uninterrupted or error-free.
50. TAL makes no warranty that the use or operation of the Platform or any aspect of the Platform, or any of the services available on the Platform or their functions are suitable for any particular purpose or have any performance, functionality or security features except as required by law. Nor do we warrant the accuracy or completeness of the information on the Platform or accept any responsibility or liability arising in any way (including by reason of negligence) for errors in, or omissions from the information on the Platform.
51. TAL makes no warranty that it will keep information submitted on the Platform for any period of time. It is your responsibility to meet any record keeping and retention obligations you may have under the Determination, your arrangements with your AFSL holder (or as an AFSL holder) or under Privacy Act. TAL reserves the right to change, modify or cease operating the Platform, or any part of the Platform, or any functionality of the Platform at any time.
52. TAL assumes no responsibility for the accuracy, reliability, currency, quality, or completeness of information that is submitted on the Platform by You, including information concerning the training or education or experience completed by Candidates. It is Your responsibility to assess and determine whether a Candidate has met all training and education requirements under the Determination and to determine the eligibility of a Candidate for any completion certificate, as defined in the Determination.
53. You agree that, in providing access to the Platform, TAL is in no way subsuming any responsibility for any of your obligations under the Corporations Act 2001 (Cth), the Determination or any other law or regulation.
54. You agree to only use the Content that you obtain by using the Platform for lawful purposes.
55. You agree that we are not liable for, and you indemnify us in respect of all claims arising from your use of the Platform, Content, support services, Candidate Information or Client Information.
56. This Platform and its contents are provided on an "as is" basis. We make no representations or warranties, express or implied, statutory or otherwise regarding the accuracy, reliability, quality, currency or completeness of such contents or their fitness for any purpose.
57. To the fullest extent permitted by law, we, our officers, employees, contractors and agents exclude all liability whether arising in tort, contract or otherwise for any loss, damage or injury (whether of a direct, indirect, special, exemplary, or consequential nature) arising or resulting in any way out of your access and/or use of this Platform and its contents, the Candidate Information and support services.
58. You irrevocably agree to never make any demands on TAL (including our officers, employees, contractors and agents) in relation to these Terms and the Platform, even if your circumstances change or if you learn things they didn't know when you commenced using the Platform and our support services.

59. You must not use this Platform or its contents for any unlawful purpose. You irrevocably agree to indemnify and to keep us forever indemnified from and against any and all liabilities, losses, damages, costs and expenses (including legal costs) in relation to and arising from all claims, actions, suits, demands and proceedings made or brought against us by you or as a result of any breach by you of these Terms.

## Representations

60. You acknowledge and agree that the Candidate Information may contain the personal information (as defined in the Privacy Act) of the Candidate. You acknowledge and agree that the Client Information may be submitted onto the Platform and disclosed to TAL and its third party service providers for the purposes of supplying the Platform to you.

61. If you are a Responsible Licensee or Adviser Group, You confirm that:

- (a) you have obtained consent from the Candidate prior to collecting any and all Candidate Information that you retrieve from the Platform;
- (b) you have notified your client and/or obtained the consent of your client that their Client Information will be disclosed to TAL and held on TAL's systems;
- (c) you have complied with all relevant privacy laws regarding the collection, use and disclosure of the information provided on the Platform including consent from the client prior to collecting Client Information;
- (d) you have all required consents and permissions to disclose to TAL any Client Information or Candidate Information that you upload onto the Platform;
- (e) the Candidate Information that you download or enter onto the Platform from the Candidate is complete and accurate; and
- (f) you take all responsibility at all times regarding the record retention obligations for Candidate information or Client Information including any licensee obligations to hold, secure and retrieve Candidate records if required by law, the court or regulators such as ASIC and other Government agencies and/or law enforcement bodies.

62. If you are a Candidate or Supervisor You confirm that:

- (a) you consent to the collection by TAL of your personal information on the Platform and to TAL holding that information on its systems, and to TAL using or processing your information and disclosing it to your Responsible Licensee and Adviser Group (if any) for the purpose of providing the Platform;
- (b) you have complied with all relevant privacy laws regarding the collection, use and disclosure of all personal information provided on the Platform including consent from the client prior to collecting Client Information;
- (c) you have all required consents and permissions to disclose to TAL any Client Information that you upload or enter onto the Platform; and
- (d) the Candidate Information that you upload or enter onto the Platform is complete and accurate.

## Enforceability

63. Any part of these Terms that is or becomes invalid, illegal or unenforceable for any reason shall be ineffective only to the extent of such invalidity, illegality or unenforceability without invalidating the remaining provisions of these Terms.

## Terms and Conditions

64. You agree that we may amend these Terms at any time by posting the amended Terms on the Platform and take effect immediately upon publication on the Platform. Your use of the Platform constitutes your acceptance of the Terms of the Platform, as amended by us from time to time.

65. Additional terms and conditions may apply and may be incorporated into these Terms or in a separate agreement between us and you.

## Miscellaneous

66. The rights, powers and remedies provided in these Terms are in addition to those provided by law independently of these Terms and each right, power and remedy provided in these Terms (including any right of indemnity) is additional to and not exclusive of every other right, power or remedy provided in these Terms.
67. These Terms and any subsequent agreement is governed by and construed in accordance with the laws of New South Wales, Australia and the parties hereby submit to the jurisdiction of the Courts of that state.
68. We may novate, assign or subcontract any of our rights or obligations to a related body corporate or appropriately qualified and accredited legal professional and/or consultant at any time without your prior consent.
69. Neither party is liable for any breach of its obligations under these Terms or any subsequent agreement if the breach resulted from a force majeure event. The obligations of a party (other than the obligation to pay money) are suspended during the time and to the extent that the party is prevented from complying with them by force majeure.
70. A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right. The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right.
71. Each obligation and warranty which is capable of having future operation continues in force although any Terms, agreement or engagement has otherwise been fully performed.
72. Each party must promptly at its own cost do all things (including executing and if necessary, delivering all documents) necessary or desirable to give full effect to these Terms.
73. In all matters arising under these Terms, the parties will at all times act in a way which is just and faithful to one another; meet and conduct in good faith all discussions and negotiations which are necessary to resolve amicably any difference or dispute, and give to each other a true and faithful account of all dealings and matters and furnish adequate and correct explanations.
74. Nothing in these Terms prevents any party or any person who is entitled to the benefit of these Terms, taking action to enforce their rights under these Terms.
75. Your obligations under these Terms survive termination or cessation of access to the Platform. This includes but is not limited to all disclaimers and limitations of TAL's liability to you.
76. During your use of the Platform and for a period of one year afterwards TAL may, at its expense, carry out an inspection and audit to determine whether you have properly complied with your obligations under these Terms.
77. Your use of the Platform constitutes your acceptance of the above Terms of the Platform, as amended by us from time to time.