



HACCP.COM TERMS OF USE

Last modified: 31 October 2020

Welcome to haccp.com!

Thanks for using our Products and Services (“Services”). The Services are provided by haccp.com (“haccp.com”).

By using our Services, you are agreeing to these terms. Please read them carefully.

Our Services are very diverse, so sometimes additional terms or product requirements (including age requirements) may apply. Additional terms will be available with the relevant Services and those additional terms become part of your agreement with us if you use those Services.

Using our Services

You must follow any policies made available to you within the Services.

Do not misuse our Services, for example, do not interfere with our Services or try to access them using a method other than the interface and the instructions that we provide. You may use our Services only as permitted by law, including applicable export and control laws and regulations. We may suspend or stop providing our Services to you if you do not comply with our terms or policies or if we are investigating suspected misconduct.

Using our Services does not give you ownership of any intellectual property rights in our Services or the content that you access. You may not use content from our Services unless you obtain permission from its owner or are otherwise permitted by law. These terms do not grant you the right to use any branding or logos used in our Services. Do not remove, obscure or alter any legal notices displayed in or along with our Services.

Our Services may display some content that is not the property of haccp.com. This content is the sole responsibility of the entity that makes it available. We may review content to determine whether it is illegal or violates our policies, and we may remove or refuse to display content that we reasonably believe violates our policies or the law. But that does not necessarily mean that we review content, so please do not assume that we do.

In connection with your use of the Services, we may send you service announcements, administrative messages and other information. You may opt out of some of those communications.

Some of our Services are available on mobile devices. Do not use such Services in a way that distracts you and prevents you from obeying traffic or safety laws.

The Senior Management of haccp.com reserves the right to block access and/or remove the profiles of in-eligible users at their discretion without notice to such users. This may include the blocking of access of users and/or removal of profiles of users who do not share the Mission and Vision of haccp.com.

Your haccp.com Account

You may need a haccp.com Account in order to use some of our Services. You may create your own haccp.com Account, or your haccp.com Account may be assigned to you by an administrator, such as your employer or educational institution. If you are using a haccp.com Account assigned to you by an



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administrator, different or additional terms may apply, and your administrator may be able to access or disable your account.

To protect your haccp.com Account, keep your password confidential. You are responsible for the activity that happens on or through your haccp.com Account. Try not to reuse your haccp.com Account password on third-party applications. If you learn of any unauthorised use of your password or haccp.com Account, follow the steps on the Login Page to recover your account.

Where you successfully Invite 20 new users within a calendar year, you will receive a complimentary Online FS&Q Training Product! "Successful" Invites occur where the Invited User signs up to haccp.com within 7 calendar days of their Invite using the same credentials included within the Invite. Where a "Successful" Invite has occurred, the Inviting User will receive an email notification and will have 1 tally added to their "Successful Invites" count bar.

Privacy and Copyright Protection

The haccp.com Privacy Policy explains how we treat your personal data and protect your privacy when you use our Services. By using our Services, you agree that haccp.com can use such data in accordance with our Privacy Policies.

We respond to notices of alleged copyright infringement and terminate accounts of repeat infringers according to the process set out in the US Digital Millennium Copyright Act.

We provide information to help copyright holders manage their intellectual property online. If you think that somebody is violating your copyright and want to notify us, please contact us directly at achievegreatness@haccp.com.

Your Content in Our Services

Some of our Services allow you to upload, submit, store, send or receive content. You retain ownership of any intellectual property rights that you hold in that content. In short, what belongs to you stays yours.

When you upload, submit, store, send or receive content to or through our Services, you give haccp.com (and our partners) a worldwide licence to use, host, store, reproduce, modify, create derivative works (such as those resulting from translations, adaptations or other changes that we make so that your content works better with our Services).

haccp.com will not (without express written permission and/or website approval) from the owner of such content, communicate, publish, publicly perform, publicly display and distribute your content.

The rights that you grant in this licence are for the limited purpose of operating, promoting and improving our Services, and to develop new ones. This licence continues if you stop using our Services, until you delete your account. Some Services may offer you ways to access and remove content that has been provided to that Service. Also, in some of our Services, there are terms or settings that narrow the scope of our use of the content submitted in those Services. Make sure that you have the necessary rights to grant us this licence for any content that you submit to our Services.

Our automated systems analyse your content to provide you with personally relevant product features, such as customised search results, tailored advertising and spam and malware detection. This analysis occurs as the content is sent, received and when it is stored.

If you have a haccp.com Account, we may display your Profile name, Profile image and actions you take on haccp.com or on third-party applications connected to your haccp.com Account (such as linked



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Social Media Accounts) in our Services, including displaying in ads and other commercial contexts. We will respect the choices you make to limit sharing or visibility settings in your haccp.com Account.

haccp.com does not routinely intervene in relationships between end users and FIND listing advertisers. FIND listings are managed by the advertiser under the complete responsibility of such advertisers. The publishing of such ads is not subjected to any type of prior verification by haccp.com. haccp.com will not be responsible about the veracity, legality, respect to the property rights of the online contents entered by the advertiser under any condition. haccp.com offers publication and website navigation services of free third party Internet Ads.

You can find more information about how haccp.com uses and stores content in the Privacy Policy or additional terms for particular Services. If you submit feedback or suggestions about our Services, we may use your feedback or suggestions without obligation to you.

Some haccp.com Services are only accessible in full through current paid subscriptions. Users may not have full access to their content once a previously active paid subscription has expired. Users are responsible for ensuring they facilitate required access to their content in alignment with subscription terms. Users can download all of their content prior to the expiry of their current paid subscriptions as required.

About Software in Our Services

When a Service requires or includes downloadable software, this software may be updated automatically on your device once a new version or feature is available. Some Services may let you adjust your automatic update settings.

haccp.com gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive licence to use the software provided to you by haccp.com as part of the Services. This licence is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by haccp.com in the manner permitted by these terms. You may not copy, modify, distribute, sell or lease any part of our Services or included software, nor may you reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions or you have our written permission.

Open-source software is important to us. Some software used in our Services may be offered under an open-source licence that we will make available to you. There may be provisions in the open-source licence that expressly override some of these terms.

Modifying and Terminating Our Services

We are constantly changing and improving our Services. We may add or remove functionalities or features and we may suspend or stop a Service altogether.

You can stop using our Services at any time, although we would be sorry to see you go. haccp.com may also stop providing Services to you or add or create new limits to our Services at any time.

We believe that you own your data and preserving your access to such data is important. If we discontinue a Service, where reasonably possible, we will give you reasonable advance notice and a chance to remove information from that Service.

Our Warranties and Disclaimers

We provide our Services using a commercially reasonable level of skill and care and we hope that you will enjoy using them. But there are certain things that we do not promise about our Services.



haccp.com

Other than as expressly set out in these terms or additional terms, neither haccp.com nor its suppliers or distributors makes any specific promises about the Services. For example, we do not make any commitments about the content within the Services, the specific functions of the Services or their reliability, availability or ability to meet your needs. We provide the Services “as is”.

Some jurisdictions provide for certain warranties, like the implied warranty of merchantability, fitness for a particular purpose and non-infringement. To the extent permitted by law, we exclude all warranties.

Liability for Our Services

When permitted by law, haccp.com and haccp.com’s suppliers and distributors will not be responsible for lost profits, revenues or data, financial losses or indirect, special, consequential, exemplary or punitive damages.

To the extent permitted by law, the total liability of haccp.com and its suppliers and distributors for any claims under these terms, including for any implied warranties, is limited to the amount that you paid us to use the Services (or, if we choose, to supplying you with the Services again).

In all cases, haccp.com and its suppliers and distributors will not be liable for any loss or damage that is not reasonably foreseeable.

We recognise that in some countries, you might have legal rights as a consumer. If you are using the Services for a personal purpose, then nothing in these terms or any additional terms limits any consumers’ legal rights which may not be waived by contract.

To provide users with a tailored flexible experience, some haccp.com functionality includes references to ‘Food Standards’. Where the term ‘Food Standards’ is used, this term means both a whole ‘Food Standard’ or a part of a ‘Food Standard’. You can view a listing of the available ‘Food Standards’ on the ‘Business Details’ tab of your haccp.com profile – Each listed ‘Food Standard’ should be treated as an individual ‘Food Standard’ in the context of haccp.com functionality and product packages.

haccp.com is not a representative, affiliate or member of any of the ‘Food Standards’ interpreted for use through the haccp.com platform. haccp.com makes no representations that the information and resources provided through the Services in reference to, or regarding any ‘Food Standards’ is the direct opinion or interpretation of any ‘Food Standard’ owner or other affiliated party. General and specific information and resources provided through haccp.com to Users are made available in good faith and are to be used at the full liability of the User or end recipient. Users or end recipients must review the content of the Services provided to ensure it is representative of their current business operation and related processes and products.

haccp.com includes complimentary and paid product based functionalities that require User self-management. haccp.com will provide instructions and resources which describe how to get the most out of such functionalities.

haccp.com may offer support assistance with the establishment and maintenance of User profiles and complimentary and paid product based functionalities at an agreed cost.

Business Users of Our Services

If you are using our Services on behalf of a business, that business accepts these terms. It will hold harmless and indemnify haccp.com and its affiliates, officers, agents and employees from any claim, action or proceedings arising from or related to the use of the Services or violation of these terms, including any liability or expense arising from claims, losses, damages, judgements, litigation costs and legal fees.



Fair Use Policy

Due to the 'open' and 'uncapped' nature of the services and functionalities available through some haccp.com Services, a 'Fair Use Policy' is in place to outline the fair and reasonable use of such services.

In most cases, we expect each 'site' within a multi-site organisation to establish their own Premium Product, through which the relevant User can manage activities and functions related to haccp.com functionalities.

Users of haccp.com may use the available functionalities and content within circumstances that do not facilitate direct financial gain through such usage.

The functionalities and content available through haccp.com must not be copied or published to other media, including online media, printed media and other digital media outside of the scope of any User's immediate business activities, if such copying or publishing facilitates direct financial gain.

We'd be more than happy to clarify any queries you may have in this regard... Please contact us at achievegreatness@haccp.com.

haccp.com Training and Assessment Functionality

For online and manual Assessment activities, all users and training participants of the haccp.com training functionality commit to ensuring any completed or inputted Assessment outcomes are genuine and accurate.

The Senior Management of haccp.com reserves the right to block access and/or remove the profiles of users facilitating fraudulent Assessment outcomes at their discretion without notice to such users.

Payments for haccp.com Services

Payments for haccp.com Services may be received through our online payment gateway. haccp.com online payments may be available in multiple currencies. It is the responsibility of the purchasing user to ensure the most appropriate currency is selected for their purchase (including additional fees from the purchasing user's payment method or related bank accounts for an online transaction in a foreign currency where applicable).

Where online payments have been successfully completed, the purchasing user will have immediate access to their Products through their haccp.com profile.

Alternate payment methods (including direct-deposit via pro-forma invoice) are also available on the haccp.com payment webpages as an alternative to online payments. The purchasing user should be aware of and is responsible for any additional fees from the purchasing user's payment method or related bank accounts for a direct-deposit transaction in Australian Dollars.

Where direct-deposit payments have been successfully completed and notified to the haccp.com team, this will be verified and the purchasing user will be given access to their Products through their haccp.com profile.

haccp.com Refund Policy

All haccp.com Users receive 7 days of Complimentary Trial Access to our Products following successful completion of the Sign Up process.



You may discontinue your use of any paid haccp.com Products at any time, but you won't be issued a refund unless a refund is legally required.

Should you have any queries regarding the haccp.com Refund Policy... Please contact us at achievegreatness@haccp.com.

About these Terms of Use

We may modify these terms or any additional terms that apply to a Service to, for example, reflect changes to the law or changes to our Services. You should look at the terms regularly. We'll post notice of modifications to these terms on this page. We'll post notice of modified additional terms in the applicable Service. Changes will not apply retrospectively and will become effective no earlier than fourteen days after they are posted. However, changes addressing new functions for a Service or changes made for legal reasons will be effective immediately. If you do not agree to the modified terms for a Service, you should discontinue your use of that Service.

If there is any inconsistency between these terms and the additional terms, the additional terms will prevail to the extent of the inconsistency.

These terms govern the relationship between haccp.com and you. They do not create any third party beneficiary rights.

If you do not comply with these terms and we do not take action immediately, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future).

If it turns out that a particular term is not enforceable, this will not affect any other terms.

The courts in some countries will not apply Australian law to some types of disputes. If you reside in one of those countries, then where Australian law is excluded from applying, your country's laws will apply to such disputes related to these terms. Otherwise, you agree that the laws of Queensland, Australia, will apply to any disputes arising out of or relating to these terms or the Services. Similarly, if the courts in your country will not permit you to consent to the jurisdiction and venue of the courts in Queensland, Australia, then your local jurisdiction and venue will apply to such disputes related to these terms. Otherwise, all claims arising out of or relating to these terms or the services will be litigated exclusively in the federal or state courts of Queensland, Australia, and you and haccp.com consent to personal jurisdiction in those courts.

For information about how to contact haccp.com, please visit our contact page.