

Terms and Conditions

1. Application of Terms

1.1 These Terms apply to your use of the services provided by BlockSure.com.au (the "Platform"). By signature of a product contract, accessing or using the Platform:

- a) You agree to these Terms; and
- b) If you are acting on behalf of another person or entity (e.g., a company or institution), you confirm that you are authorized to bind them to these Terms.

1.2 If you do not agree to these Terms, you must not use the Platform.

2. Changes to Terms

2.1 BlockSure reserves the right to modify these Terms at any time. Unless stated otherwise, any change takes effect from the date set out in the notice. You are responsible for ensuring you are familiar with the latest Terms.

Blocksure may make changes to these terms at any time by:

- a) Notifying you via email; or
- b) Posting updates on the Platform.

2.2 Continued use of the Platform after any modifications constitutes your acceptance of the updated Terms.

3. Definitions

Confidential Information: Any information in any form or medium disclosed to the Client or to which the Client gains access that is identified as confidential at the time of disclosure, that would, by its nature, be considered confidential by a reasonable person, or that is disclosed under circumstances reasonably indicating confidential treatment. This includes, but is not limited to, information related to the Services, the Users, or the Provider's business, including Provider technology, strategies, employees, suppliers, customers, and the terms of this Agreement.

Corporations Act: Refers to the Corporations Act 2001 (Cth).

Digital Badge (Digital Credential): A digital assertion that a person can claim and share, confirming that the person has satisfied the requirements of a particular achievement. This includes digital certificates, licenses, and other similar credentials.

Fees: The applicable fees outlined in your invoice for accessing and using the Platform.

Force Majeure: An event beyond the reasonable control of a Party, excluding:

- An event that could have been avoided by a Party taking reasonable steps or care; or
- A lack of funds for any reason.

GST: Goods and Services Tax under the GST Act.

GST Act: Refers to the A New Tax System (Goods and Services Tax) Act 1999 (Cth), as amended from time to time. Any word or expression defined in the GST Act has the same meaning when used in these Terms.

Insolvency Event: In relation to a Party, includes:

- It is (or declares itself to be) insolvent or insolvent under administration as defined in the Corporations Act;
- It is in liquidation, provisional liquidation, under administration, or wound up, or has a Controller appointed to its property;
- It is subject to an arrangement, assignment, moratorium, or composition, protected from creditors under any statute, except for a solvent reconstruction or amalgamation;
- It is the subject of an event described in sections 459C(2)(b) or 585 of the Corporations Act; or
- A substantially similar event occurs under the law of any other jurisdiction.

Intellectual Property Rights: Includes copyright and all rights existing anywhere in the world under statute, common law, or equity relating to inventions (including patents), registered and unregistered trademarks and designs, circuit layouts, data and databases, confidential information, know-how, and all other rights resulting from intellectual activity. Intellectual Property includes any enhancements, modifications, or derivative works.

Personal Information: Has the meaning given in the Privacy Act.

Party: Refers to you and us, and our respective permitted assigns.

Privacy Act: Refers to the Privacy Act 1988 (Cth).4. Provision of Services

Privacy Policy means Blocksure's privacy policy as updated from time to time, which can be found on the Website.

Product Support hours means 9am – 5pm in the client's relevant time zone.

Services means provision of access to any Blocksure proprietary product including vocational education and training content, micro credentials, or digital credentials (including digital certificates, licences, etc.).

Start Date means the date that you first access or use the Services.

Subscription Term means, in respect of a paid user, the initial subscription term specified in your invoice and any extension of that term.

Terms means these terms and conditions of use.

Underlying Systems means all IT solutions, systems and networks (including software and hardware) used to provide the Services, including any third-party solutions, systems and networks.

We, us or our means Blocksure Pty Ltd (ABN 41 644 369 184).

Website means the internet sites at www.Blocksure.com, app.blocksure.com.au, app.microcredentials.io or such other site notified to you by us.

You or **Your** means the person named as the customer on the invoice (in the case of paid users) or on the product contract submitted to Blocksure when you signed up for the Services

4. Provision of Services

4.1 BlockSure will:

- Provide the Services in accordance with these Terms;
- Use reasonable efforts to ensure the availability of Services 24/7, except during maintenance or events beyond our control.

4.2 We may suspend Services for technical, security, or operational reasons, with notice where feasible.

5. Your Use of the Platform

5.1 You agree to:

- Use the Platform only for lawful purposes;
- Not misuse, reverse-engineer, or interfere with the Platform or its features.
- use the Services solely in accordance with these Terms and applicable law;
- not resell or make the Services available to any third party without prior written consent from Blocksure;
- not copy, reproduce, translate, adapt, vary or modify the Services;
- not circumvent, disable, fraudulently engage with, or otherwise interfere with any part of the Services including any security-related features or features that limit the use of the Services or Content; and
- comply with all relevant laws.
- Not misrepresent any skill or assertion issued on or imported into the services.

5.2 You retain ownership of the **skills data** you upload but grant BlockSure a non-exclusive, worldwide, royalty-free license to process and display your content within the Platform.

6. User Content and Intellectual Property

6.1 You warrant that your content:

- Is accurate and up-to-date;
- not contain viruses or similar that may cause damage to our property or the property of other individuals or otherwise violate the security of the Digital Credentialing platform;
- Does not infringe any intellectual property rights or other laws.
- not contain any unauthorised material, which includes but is not limited to material that we believe would be likely to cause annoyance or harm, or which is intimidating, threatening, racist, defamatory, pornographic, or which is or may be detrimental to our systems or a third party's systems or network security; and
- You agree to indemnify us and our affiliates, officers, directors, employees and agent against any liability, claim, proceeding, cost, expense (including the actual legal fees charged by our solicitors) and loss of any kind arising from

any actual or alleged claim by a third party that any Content infringes the rights of that third party (including Intellectual Property Rights and privacy rights) or that the Content is incorrect or misleading

6.2 BlockSure retains ownership of the Platform's proprietary systems and technologies, including the design and structure of its skills repository.

6.3 Feedback provided by you may be used by BlockSure for development and enhancement purposes, with all resulting intellectual property owned by BlockSure.

7. Privacy and Data Security

7.1 BlockSure complies with applicable privacy laws, including the Australian Privacy Act 1988. Details on how personal data is collected, stored, and processed are outlined in our Privacy Policy.

7.2 Your data will be stored securely, primarily within Australia, unless otherwise agreed.

8. Fees and Subscriptions

8.1 Certain features of the Platform may require payment. Fees will be:

- Specified in an invoice or subscription plan; and
- Payable within seven (7) days of issuance.

8.2 BlockSure reserves the right to adjust fees annually, with prior notice.

9. General Refund Policy

9.1 As Blocksure provides digital software products on a subscription basis, we do not generally offer refunds or credits for subscription charges already invoiced or paid. However, exceptions may apply as outlined in this policy

9.2 Exceptional Circumstances

Refunds may be considered under the following exceptional circumstances:

- **Service Downtime:** If the service is unavailable for a continuous period exceeding 72 hours due to our fault.
- **Billing Errors:** If an error in billing has occurred and has been verified by our support team.
- **Non-Delivery of Service:** If you did not receive the product or service as specified, and the fault is solely attributable to Blocksure.
- All refund requests must be submitted within 30 days of the charge date. Requests received after this period will not be considered.

9.3 How to Request a Refund

To request a refund, please contact our support team at:

Email: support@blocksure.com.au

Phone: (+61) 0402 108 296

10. Limitation of Liability

9.1 BlockSure is not liable for:

- Indirect, incidental, or consequential damages arising from your use of the Platform.
- Loss of data due to circumstances beyond its reasonable control.

9.2 Liability for proven direct damages is limited to the fees paid by you in the 12 months preceding the claim.

11. Termination

10.1 Either party may terminate these Terms with 30 days' written notice.

10.2 BlockSure may suspend or terminate access if:

You breach these Terms and fail to rectify the breach within 14 days of notice;

Required by law.

10.3 Upon termination, you must cease using the Platform, and BlockSure may delete your data after 60 days.

12. Governing Law

11.1 These Terms are governed by the laws of Queensland, Australia.

11.2 Disputes will be resolved in the courts of Queensland, unless otherwise mutually agreed.

13. Contact

For questions or concerns, email us at support@blocksure.com.au.