

Vero Voting – Terms and Conditions (Australia)

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Company: Vero Engagement & Voting Solutions Pty Ltd (trading as Vero Voting) [ABN: 34 628 512 523]

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Plain-English note: These Terms govern how we provide our election, ballot, meeting and related services. Some rights under the Australian Consumer Law (ACL) cannot be excluded; nothing here limits those rights.

1. Definitions

Vero Voting, we, us, our: Vero Engagement & Voting Solutions Pty Ltd.

Client, you, your: The organisation that purchases services or goods from Vero Voting.

Contract: These Terms together with any Order Form, proposal, Statement of Work (SOW), or written variation agreed by the parties.

Services: Our voting, election, ballot, AGM/GM support, communications, scrutineering, online portal, SMS/email distribution, reporting, consultancy and related services.

Deliverables: Outputs we create for you (e.g., voter files, reports, result certificates, communications templates).

Order Form: The document (or accepted quote) specifying scope, fees, key dates and assumptions.

2. Formation of Contract

2.1 A binding Contract is formed when you: (a) sign or accept our Order Form/SOW; (b) issue a purchase order referencing our proposal; or (c) instruct us to proceed in writing.

2.2 Any Client terms that conflict with these Terms have no effect unless we agree in writing (priority: Order Form/SOW → these Terms → any incorporated policies).

3. Scope of Services

3.1 We will deliver the Services described in the Order Form/SOW, which may include configuration of a voting portal, voter communications (email/SMS/postal where applicable), registration, scrutineering, vote administration, and production of results and audit materials.

3.2 Services may rely on third-party platforms (e.g., Microsoft Azure hosting in Australia, messaging gateways). We remain responsible for orchestrating delivery but not for outages caused solely by those providers.

3.3 For statutory or regulated ballots (e.g., Enterprise Agreement votes, Protective Action Ballots, association/governance elections), you are responsible for ensuring the election rules, eligibility criteria, and content are lawful and correctly instructed to us. We will follow your lawful instructions and applicable rules.

4. Client Responsibilities

4.1 **Data & lists.** Provide complete and accurate voter/member lists, eligibility markers, contact details, and any artefacts we reasonably require by the agreed dates, including supplying final voter lists at least 48 hours prior to go-live.

4.2 **Approvals.** Approve scripts, emails/SMS, notices, ballot questions and timelines in writing before go-live, including final communications templates approved by 5:00 pm (AWST) on the day prior to go-live.

4.3 **Compliance.** Ensure you have authority to conduct the vote, that your rules and materials comply with applicable laws and industrial instruments, and that required disclosures to participants are made.

4.4 **Testing.** Participate in user acceptance testing (UAT) where applicable.

4.5 **Access and cooperation.** Provide timely feedback and a single point of contact.

5. Dates, Changes and Dependencies

5.1 We will use reasonable care and skill to meet agreed timelines that depend on your timely inputs/approvals and third-party carriers.

5.2 Either party may request changes; we will confirm any fee or timeline impact in writing before proceeding.

6. Fees, Expenses and GST

6.1 Fees are as set out in the Order Form/SOW (fixed, unit-based, or time & materials).

6.2 **GST.** All amounts are exclusive of GST unless stated otherwise. GST (10%) is payable in addition where applicable.

6.3 Invoices are due **14 days** from date of invoice (unless the Order Form states otherwise). Late amounts may accrue interest at **1% per month** (or the maximum lawful rate, if lower).

6.4 External postage, print, venue, courier or extraordinary delivery costs (if any) are rechargeable at cost plus a reasonable handling fee if specified.

7. Cancellations and Postponements

7.1 If you cancel or materially postpone after we have commenced work, you will pay for work performed to date, committed third-party costs, and a reasonable cancellation fee as specified in the Order Form/SOW.

7.2 We may suspend Services for non-payment after giving written notice.

8. Data Protection & Privacy (Australia)

8.1 We handle personal information in accordance with our Privacy Notice and the Privacy Act 1988 (Cth) including the Australian Privacy Principles (APPs), to the extent they apply to us.

8.2 **Data location.** Production systems are hosted in Microsoft Azure, Australia (Sydney Zone), unless otherwise agreed in writing.

8.3 **Use & purpose.** We process personal information only to deliver the Services, fulfil legal obligations, and support security/audit.

8.4 **Security.** We maintain administrative, technical and physical safeguards proportionate to the risks (including encryption in transit and at rest where applicable, access controls, logging/monitoring, and change management).

8.5 **Data subject rights.** We will reasonably assist you with privacy requests that relate to information we process on your behalf.

8.6 **Retention & deletion.** Unless law requires a longer period, we retain election artefacts for the period stated in the Order Form/SOW (or, if not stated, a reasonable period for audit/validation) and then delete or de-identify backups on a rolling cycle.

9. Confidentiality

9.1 Each party must keep the other's Confidential Information secret and use it solely for delivering or receiving the Services.

9.2 Permitted disclosures include those to employees/contractors/approved sub-processors under confidentiality obligations, and disclosures required by law or a competent authority.

10. Intellectual Property

10.1 Background IP. Each party retains ownership of its pre-existing IP (including our platforms, software, templates and methodologies).

10.2 Deliverables. On payment in full, we grant you a non-exclusive, non-transferable licence to use Deliverables for your internal governance and record-keeping.

10.3 You must not reverse engineer or copy our systems except to the extent permitted by law.

11. Electronic Communications and Signatures

11.1 The parties agree to electronic contracting (including electronic approvals, notices and signatures). Electronic communications and signatures are valid and enforceable to the extent permitted by the Electronic Transactions Act 1999 (Cth) and corresponding State laws.

12. Acceptable Use, Integrity & Misuse

12.1 You must not (and must ensure participants do not) interfere with system integrity, attempt unauthorised access, engage in collusive or fraudulent voting, or introduce harmful code.

12.2 We employ anti-collusion, audit and anomaly-detection controls and may take lawful steps (including pausing an event) to preserve integrity where we reasonably suspect interference. Where unlawful conduct is suspected, we may cooperate with regulators and law enforcement.

12.3 We may suspend Services where continued operation would present a material security or compliance risk.

13. Service Levels and Maintenance

13.1 We use commercially reasonable efforts to provide continuous availability during a voting window, subject to planned maintenance (scheduled outside critical periods where practicable) and emergency maintenance to address security or stability risks.

14. Third-Party Providers

14.1 Certain Services rely on telecommunications, email or SMS gateways, and cloud infrastructure. We are not responsible for delays or failures caused solely by those providers or by inaccurate contact data supplied by you, but we will work promptly with them to mitigate issues.

15. Warranties and the Australian Consumer Law

15.1 We warrant that Services will be provided with due care and skill.

15.2 Nothing in this Contract excludes or limits any non-excludable rights or consumer guarantees under the ACL. Where we may lawfully limit remedies, our liability is limited (at our option) to re-supply of the Services or payment of the cost of having the Services supplied again.

16. Liability and Indemnity

16.1 **Liability cap.** Subject to clause 15 and to the maximum extent permitted by law, our aggregate liability arising out of or in connection with the Contract is capped at the total fees paid or payable for the relevant Event/Order Form in the 12 months preceding the claim.

16.2 **Excluded loss.** To the extent permitted by law, neither party is liable for indirect or consequential loss (including loss of profit, data, reputation or business interruption).

16.3 **Indemnity.** You indemnify us against third-party claims arising from (a) your unlawful instructions or materials; (b) infringement caused by your content; or (c) use of the Services in breach of the Contract.

17. Force Majeure

17.1 Neither party is liable for delay or failure caused by events beyond reasonable control (e.g., widespread cloud or carrier outages, natural disasters, industrial action not involving the affected party's staff, acts of government), provided it uses reasonable efforts to mitigate.

18. Termination

18.1 Either party may terminate for material breach not remedied within 14 days of written notice.

18.2 Either party may terminate immediately if the other becomes insolvent.

18.3 On termination, you will pay amounts due for Services performed up to the effective date and any committed external costs.

19. Records, Audit & Evidence

19.1 We keep reasonable technical and audit logs of voting events. Upon reasonable written request, we will provide extracts relevant to your event for verification or regulatory purposes, subject to privacy and security safeguards.

20. Insurance

20.1 We maintain appropriate insurance cover (e.g., public liability, professional indemnity, cyber) with reputable insurers. Evidence of currency can be provided on request.

21. Notices

21.1 Formal notices must be in writing and sent to the addresses stated in the Order Form or as updated by notice. Email is acceptable.

22. Assignment and Subcontracting

22.1 Neither party may assign the Contract without the other's consent (not to be unreasonably withheld). We may subcontract elements of the Services; we remain responsible for our subcontractors.

23. Entire Agreement and Variations

23.1 The Contract is the entire agreement about its subject matter and supersedes prior discussions.

23.2 Variations must be in writing and signed by both parties (including electronic signature).

24. Governing Law and Jurisdiction

24.1 This Contract is governed by the laws of Western Australia.

24.2 The parties submit to the exclusive jurisdiction of the courts of Western Australia (and courts competent to hear appeals from them).

25. Severability

25.1 If any provision is unenforceable, it will be read down or severed to the extent necessary, and the remainder will continue in force.

26. Survival

26.1 Clauses relating to fees, confidentiality, IP, data protection, liability, governing law and any rights that by nature should survive will continue after termination.

Schedule A – Data Handling Summary

Hosting: Microsoft Azure, Australia (Sydney Zone).

Encryption: TLS for data in transit; encryption at rest for databases and backups.

Access: Role-based access control, MFA for admins, logging and monitoring.

Retention: 30 days after the event close; then deletion/de-identification on rolling backup cycles.

Privacy Rights: We assist Clients to address APP requests as your processor/service provider.

Schedule B – Service Assumptions

- Clean, de-duplicated voter lists delivered at least **48 hours prior to go-live via our secure encrypted portal**.
- Final communications templates approved by **5:00 pm (AWST) on the day prior** to go-live.
- SMS/email sending windows comply with applicable spam/telecom rules and your internal policies.
- Any postal fulfilment, print or venue services are out-of-scope unless expressly included.