

SUPPLIER LISTING TERMS AND CONDITIONS

Last Updated: 09/05/2025

These Terms & Conditions ("T&Cs") govern the relationship between Healthy Site Alliance Pty Ltd ("HSA") and any entity submitting a company listing ("Supplier") to the Healthy Site Alliance business directory ("Platform"). These T&Cs are subject to the Healthy Site Alliance Member Terms & Conditions, which take precedence in the event of any conflict.

1. ACCEPTANCE OF TERMS

1.1 Binding Agreement.

By submitting a listing to the Platform, the Supplier acknowledges and agrees to be bound by these T&Cs. Submission of a listing requires affirmative acceptance via the HSA website or a signed agreement.

1.2 Relationship to Other Agreements

These T&Cs incorporate by reference any applicable End User License Agreements (EULAs), membership agreements, or platform usage policies issued by HSA. In case of conflict, the Healthy Site Alliance Member Terms & Conditions shall prevail.

2. ELIGIBILITY & LISTING ACCURACY

2.1 Authorisation

Suppliers warrant they are authorised representatives of the company being listed and have authority to submit the information.

2.2 Accuracy of Information

Suppliers are responsible for the accuracy, legality, and completeness of listing content and must update listings promptly if any information changes.

2.3 Listing Ownership and Use Rights

Suppliers grant HSA a non-exclusive, royalty-free right to display, publish, and promote the listing on the Platform and affiliated channels.

3. SUBSCRIPTION & PAYMENT

3.1 Subscription Plans

Listings are available on annual subscription plans, which renew automatically unless cancelled by written notice at least 30 days before the renewal date.

3.2 Pricing & Payment Terms

All fees are outlined on the Platform and are payable in advance via invoice or other approved method.

3.3 Refund Policy

Subscription fees are non-refundable, except as required under Australian Consumer Law. No refunds will be issued for partial use or early cancellation unless HSA fails to deliver agreed services.

4. HOST RIGHTS & PLATFORM MODIFICATION

4.1 Right to Suspend or Remove

HSA reserves the right to suspend or remove any listing that:

- Is false, misleading, or outdated;

- Violates applicable laws or third-party rights;
- Fails to comply with these T&Cs;
- At HSA's sole discretion is deemed inappropriate or harmful to the Platform.

4.2 Platform Changes

HSA may update, improve, or modify the Platform and listing criteria at its discretion, with or without notice.

5. SUPPLIER OBLIGATIONS

5.1 Compliance

Suppliers must ensure listings comply with relevant laws, including those relating to privacy, advertising, and intellectual property.

5.2 Prohibited Conduct

Listings must not contain offensive, discriminatory, infringing, or unlawful content. Misrepresentation of products, services, or capabilities is strictly prohibited.

5.3 Account Security

Suppliers are responsible for maintaining the confidentiality and security of their login credentials and account access. Any unauthorized use of login information must be reported to HSA immediately. HSA is not liable for any loss or damage arising from a Supplier's failure to safeguard account access.

5.4 Privacy Policy

Use of the Platform is also governed by HSA's Privacy Policy, which outlines the collection, use, and protection of personal and listing-related information in accordance with the Privacy Act 1988 (Cth). Suppliers must review and comply with the Privacy Policy, as updated from time to time.

6. INTELLECTUAL PROPERTY

6.1 Ownership

The Platform and all associated software, systems, and tools are owned by Pharos Health LLC and sublicensed to HSA. No rights are granted except those expressly provided.

6.2 Restrictions

Suppliers may not reproduce, reverse-engineer, or use the Platform for any purpose other than its intended listing and discovery functionality.

7. LIABILITY & INDEMNIFICATION

7.1 Limitation of Liability

To the maximum extent permitted by law, HSA, Pharos Health LLC, and their representatives disclaim all liability for indirect, incidental, or consequential damages arising from the listing or use of the Platform.

7.2 Indemnity

Suppliers agree to indemnify and hold harmless HSA, Pharos Health LLC, and their affiliates from any claims, damages, or losses arising from:

- Breach of these T&Cs;
- Inaccurate or unlawful listing content;
- Violation of applicable laws or third-party rights.

8. TERMINATION

8.1 Termination by Supplier

Suppliers may cancel their listing subscription with 30 days' written notice. No refunds apply unless required under law.

8.2 Termination by HSA

HSA may terminate a Supplier's listing immediately for breach of these T&Cs or for any reason deemed appropriate at HSA's sole discretion.

8.3 Post-Termination Effects

Upon termination, all listing rights cease. HSA may retain archived copies of listing data for internal records.

9. GOVERNING LAW & DISPUTES

9.1 Governing Law

These T&Cs are governed by the laws of Queensland, Australia.

9.2 Dispute Resolution

Any disputes arising under these T&Cs must first be resolved via good faith negotiation. If unresolved, the matter will proceed to mediation in Queensland. Failing resolution, the dispute may be submitted to binding arbitration under the rules of the Australian Centre for International Commercial Arbitration (ACICA).

10. UPDATES TO TERMS

10.1 Amendments

HSA may update these T&Cs to reflect changes in legal or business requirements. Material changes will be communicated at least 30 days prior to taking effect. Continued use of the Platform constitutes acceptance.

11. ENTIRE AGREEMENT

These T&Cs constitute the entire agreement between HSA and the Supplier with respect to directory listings and supersede all prior written or oral agreements. If any provision is found invalid, the remainder will continue in full force.

12. WEBSITE TRACKING AND ANALYTICS

Suppliers acknowledge that HSA may use cookies and third-party analytics services (such as Google Analytics) to improve the Platform's functionality and performance. These tools collect general usage data and do not access listing-specific information. Suppliers can manage cookie preferences through their browser settings. For full details, refer to the HSA Privacy Policy.

SIGNATURES

By submitting a company listing, the Supplier confirms acceptance of these Terms & Conditions.