

GENERAL TERMS AND DEFINITIONS

Last updated 16 April 2026

Definitions

“Agreement” has the meaning set out in the General Terms.

“RTO Insights” means a product offering of RTO Logic **Hippo Data Group Pty Ltd** (ABN 50 618 761 069), trading as **RTO Logic** (referred to as ‘RTO Insights’, ‘we’, ‘our’, or ‘us’).

“Business Days” means Monday to Friday, 8:30 am – 5:00 pm Australian Eastern Standard Time (AEST) except for public holidays.

“Commencement Date” means the start date of the Agreement, as defined in the Schedule.

“Confidential Information” includes all information exchanged between the parties to this Agreement, whether in writing, electronically or orally, including the Service but does not include information which is, or becomes, publicly available other than through unauthorised disclosure by the other Party.

“Data” means any data inputted by You or with Your authority into the Service platform.

“Fees” means RTO Insights subscription fees as set out in the Schedule.

“Force Majeure Event” means an act of God, national emergency, insurrection, riot, war or industrial action.

“GST” means a goods and services tax, or similar value-added tax, levied or imposed under tax Laws.

“Initial Term” means the initial committed duration of this Agreement as defined in the Schedule or a minimum 12 months from the Commencement Date, if not expressly defined therein.

“Intellectual Property Right” means any patent, trademark, service mark, copyright, moral right, right in a design, know-how and any other intellectual or industrial property rights, anywhere in the world whether or not registered.

“Law” or “Laws” means any law applicable including legislation, ordinances, regulations, by-laws and other subordinate legislation.

“Subscription Fees” means the Fees.

“Party” means RTO Logic referred to as RTO Insights and You, as the context requires.

“Personal Information” means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion which RTO Logic gains access to in the course of providing the Service.

“Privacy” means collection, handling, security and protection of personal, organisational and/or Party-related information including but not limited to RTO Logic user and/or database records, files, mail, emails, documents, telephone conversations or records, other forms of communication and/or other system-related information.

“Privacy Laws” means the *Privacy Act 1988* (Cth), the *Spam Act 2003* (Cth) and any other laws relating to Privacy.

“Renewal Date” means the date that is twelve months after the Commencement Date or twelve months after the most recent Renewal Date.

“Renewal Term” means extending the Agreement for an additional duration as defined in the Schedule or a minimum 12-month period from the end of the Initial Term or any subsequent Renewal Term, if not expressly defined therein.

"Schedule" means the contract particulars for Your Agreement:

- The Subscription Tier that applies to You;
- Fees for the Subscription Tier;
- Payment frequency
- Details about any annual price increases
- Included onboarding and support hours
- Cost for additional ad-hoc support and training
- Term information that includes subscription renewal date the duration of the Initial Term, the number and duration of Subsequent Terms, and the renewal procedure;
- Reference to any Professional Services Statement of Work (if any);
- Implementation Services purchased;
- Number of Service Delivery Manager hours purchased (if applicable); and
- Any special terms or conditions agreed between the Parties.

“Service” has the meaning set out in Clause 1 of these General Terms the Service Description of each Service.

“Subscription Tier” means the subscription tier set out in the Commercial; Details table on the “Acceptance of Proposal” section in our Proposal to You.

“Proposal” means the executed proposal (or similar document) signed by you which provides details of the Service that will be provided to You.

“General Terms” refers to the general terms and conditions for RTO Logic, referred to as RTO Insights, as published on our website.

“Term” means the Initial Term and any Renewal Terms (if entered into) as defined in the Schedule.

“You” means the Subscriber, and where the context permits, an Invited User. “Your” has a corresponding meaning.

“Your Data” means any data, content, code, video, images or other materials of any type that you upload, submit or otherwise transmit to or through the Service.

General Terms

1 About RTO Insights

- 1.1 RTO Insights provides a comprehensive membership program that supports and empowers RTOs to strengthen compliance, enhance quality and streamline operations.
- 1.2 RTO Insights helps Australian Registered Training Organisations (“RTOs”) meet the Standards for Registered Training Organisations 2025 (SRTO 2025) by providing a structured and continuous approach to sector insight, professional development and operational support.
- 1.3 RTO Insights provides a Membership solution (the **Service**) that:
 - 1.3.1 enables RTOs to manage organisational and course-level compliance risks;
 - 1.3.2 monitors obligations under SRTO 2025;
 - 1.3.3 supports audit-ready records;
 - 1.3.4 supports staff and trainer compliance, professional development; and
 - 1.3.5 ongoing access to practical discussions, implementation focused resources and evolving sector guidance designed to help RTO leaders and teams remain informed, capable and better prepared;

2 Binding Agreement

- 2.1 This is a legal agreement (‘Agreement’) between You and RTO Logic that defines RTO Logic obligations as a service provider and Your obligations as a customer.
- 2.2 You acknowledge that You have read and understood this Agreement.

3 Incorporation

- 3.1 This Agreement sets out the general terms and conditions (the **General Terms**) that will apply to the Service, as amended by any details set out in the Schedule.
- 3.2 This Agreement incorporates the:
 - 3.2.1 Schedule that sets out the commercial details of the Service;
 - 3.2.2 Related materials (including our Privacy Policy); and
 - 3.2.3 The Definitions set out above.

4 Authority to Execute

- 4.1 You represent that You have the authority to enter into this Agreement.
- 4.2 You represent that you agree with each of the terms and conditions of this Agreement upon execution.
- 4.3 You represent that You have undertaken due diligence to determine that the Service meets Your requirements.
- 4.4 You acknowledge that the Service is provided as-is.

5 Subscriptions Fees

- 5.1 Unless otherwise indicated, all prices are listed in Australian Dollars (AUD) and are exclusive of GST.
- 5.2 Fees are payable annually in advance in accordance with the payment frequency set out in the Schedule.
- 5.3 Unless otherwise described in the Schedule, You will receive Your initial invoice from us prior to being provided Your access to the Service
- 5.4 You agree to pay the initial invoice (and any renewal invoice) within fourteen (14) days of receipt.
- 5.5 The Commencement Date under this Agreement will be the date on which we provide You with access credentials to the Service.
- 5.6 Your subscription to our Service will renew automatically unless You notify us in writing sixty (60) days prior to your Renewal Date.

Consequences of Failure to Pay

- 5.7 Your access to the Service may be suspended if you do not make payment of your Subscription Fees within the due date specified on the invoice.
- 5.8 Your access to the Service will be restored if you provide bank remittance advice of payment or actual receipt of payment, whichever happens first.

5.9 You will continue to be charged the Fees during a period of suspension. We have no liability to you for suspending your access to the Service.

6 Ad Hoc Training and Paid Support

6.1 The standard ad-hoc training and support rate is **\$220 AUD per hour (excluding GST)**.

6.2 A minimum of two (2) hours is billed per ad-hoc engagement unless otherwise agreed in writing.

6.3 This rate would apply to ad-hoc system configuration, policy mapping, validation audits, tailored staff training, and other ad-hoc training and support.

6.4 This rate does not apply to ordinary technical support request.

7 Service Availability

7.1 RTO Logic will ensure availability of our Service is no less than **99.9% per calendar month** excluding scheduled maintenance or factors outside our reasonable control (e.g. third-party outages or force majeure events).

7.2 Scheduled maintenance will be communicated at least 24 hours in advance where practicable.

8 Support and Target Response Times

8.1 Support is provided during standard Australian business hours (Monday - Friday, 9am–5pm AEST/AEDT)

8.2 You can submit a support request through our Help Desk or via email (info@rtologic.com.au).

8.3 If you have an Enterprise subscription, you will receive priority response and escalation for urgent support requests.

Exclusions

8.4 The following are not included in our standard Support services:

8.4.1 Issues caused by third party providers (e.g. aXcelerate, Supabase, OpenAI)

8.4.2 Issues caused by your network or hardware

8.4.3 Issues relating to any custom development or custom integration provided by us to you.

9 Access to the Service

9.1 Access to the Service is governed by defined user roles:

9.1.1 **RTO Logic Admin:** Manages multiple organisations and data

9.1.2 **RTO Admin:** Manages organisation-level data, users and settings

9.1.3 **RTO Staff:** Access is limited to assigned records and functions

- 9.2 You are responsible for maintaining secure login credentials and must promptly notify us about any suspected or actual unauthorised access or security breach in relation to RTO Insights or any Service we provide.
- 9.3 You are responsible to ensuring that all personal information provided to us (including information entered into RTO Insights) complies with your obligations under relevant privacy legislation and that you have obtained appropriate consent from individuals as required.

10 Third-Party Providers

- 10.1 You acknowledge that we use third-party providers to deliver authentication, storage, AI processing, and other features of the Service. Third-party providers we use include:
 - 10.1.1 Supabase;
- 10.2 We are not liable for outages, data loss or errors caused by third-party service providers.
- 10.3 Use of these third-party service providers is subject to the relevant provider's own terms of service (including any privacy policies).

11 Your Data

- 11.1 You retain full ownership of all data uploaded to RTO Insights ("Your Data").
- 11.2 You retain full ownership of all reports generated by the Service that used Your Data.
- 11.3 You hereby grant us a non-exclusive, royalty free licence to use, copy, store, and transmit Your Data solely for the purpose of providing and improving the Service.
- 11.4 We may use aggregated or anonymised data for system analytics and improvement.
- 11.5 We have no obligation to monitor any content uploaded to the Service.
- 11.6 Your Data is stored securely in Australia through a third-party provider (Supabase) and will be retained for twelve (12) months after this Agreement is terminated.
- 11.7 We will make reasonable efforts to notify You before Your Data is permanently deleted.
- 11.8 You may export your data in standard formats at any time during the Term of this Agreement or within twelve (12) months of this Agreement being terminated. Backups are securely maintained for disaster-recovery purposes and will also be permanently deleted twelve (12) months after this Agreement is terminated.
- 11.9 Except where explicitly set out otherwise in this Agreement, you acknowledge that you are solely responsible for meeting your own record-keeping obligations.
- 11.10 Except where explicitly set out otherwise in this Agreement, you acknowledge that you are solely responsible for the consequences of using, disclosing, storing, or transmitting Your Data.
- 11.11 We reserve the right to remove Your Data from the Service and/or suspend your access to the Service if we believe Your Data:

11.11.1 Endangers the operation of the Service;

11.11.2 Endangers other users;

11.11.3 Is in breach of this Agreement; or

11.11.4 Infringes the rights of another person.

12 Intellectual Property

12.1 All intellectual property in the Service (software, databases, interface design and logic) remains the property of Hippo Data Group Pty Ltd t/a RTO Logic.

12.2 The Service and all related Intellectual Property Rights, including but not limited to the software, trademarks, copyrights, and content are protected under the laws of the governing jurisdiction.

12.3 No property of RTO Logic, whether it be intellectual property or other protected types, is permitted to be used without our express written consent.

12.4 You represent and warrant that you have obtained all necessary rights relating to Your Data.

12.5 You will retain all rights, titles and interest in and to Your Data.

12.6 You hereby grant RTO Logic a non-exclusive, royalty-free right to collect, use, copy, store, transmit, modify and create derivative works of Your Data to the extent necessary to deliver the Service.

12.7 You will not attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any Service provided by us.

13 Privacy

13.1 We maintain a Privacy Policy that sets out the Parties' obligations in respect of personal information.

13.2 We reserve the right to update our Privacy Policy from time-to-time.

13.3 Acceptance of this Agreement confers acceptance of our Privacy Policy.

13.4 Our Privacy Policy is available on request

13.5 By uploading or inputting personal information, You warrant that you have obtained all necessary consents. If we become aware of a data breach likely to result in serious harm, we will notify you and the Office of the Australian Information Commissioner (OAIC) in accordance with the Notifiable Data Breaches scheme

14 Confidentiality

14.1 Unless the relevant Party has the prior written consent of the other or unless required to do so by Law:

14.1.1 Each Party will preserve the confidentiality of all Confidential Information of the other obtained in connection with this Agreement.

14.1.2 Neither Party will, without the prior written consent of the other, disclose or make any Confidential Information available to any person, or use the same for its own benefit, other than as contemplated by this Agreement.

14.2 These provisions shall not apply to any information which is:

14.2.1 Public knowledge other than by a breach of this clause;

14.2.2 Received from a third party who lawfully acquired it and who is under no obligation to restrict its disclosure;

14.2.3 In the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party; or

14.2.4 Independently developed without access to the Confidential Information.

15 Security

15.1 We take reasonable steps to protect all information from misuse, interference, and unauthorised access. Key measures include:

15.1.1 Encrypted authentication and credential storage

15.1.2 Row-level security and organisation-based data isolation

15.1.3 Secure token-based access controls

15.1.4 Continuous audit logging of impersonation and access events

Artificial Intelligence features

15.2 When using AI-powered functions (such as Validation Chat, Risk Recommendations or Vocational Mapping), relevant text or document fragments are securely processed through the OpenAI API. These fragments are transmitted temporarily and are not stored, logged or used to train models.

16 Acceptable Use

16.1 You agree to use RTO Logic responsibly and lawfully. You must not:

16.1.1 Use the Service for any unlawful purpose or in a manner that infringes privacy, IP, or confidentiality rights.

16.1.2 Attempt to access or modify data belonging to another organisation.

16.1.3 Circumvent authentication or audit mechanisms.

16.1.4 Upload or distribute malware, malicious scripts or unauthorised code.

16.1.5 Share credentials or allow unauthorised users to access the system.

- 16.1.6 Exceed subscription limits on users, storage or AI processing.
 - 16.1.7 Engage in automated scraping or API calls that degrade performance.
 - 16.1.8 Fabricate or falsify compliance evidence using AI features.
- 16.2 RTO Logic may suspend or terminate access immediately in cases of serious or repeated misuse

17 Sector-Specific Responsibilities

- 17.1 You acknowledge and agree that:
- 17.1.1 You remain solely responsible for compliance with all ASQA, AVETMISS, and National VET Regulator Act 2011 obligations;
 - 17.1.2 RTO Insights assists with compliance management but does not guarantee regulatory compliance or audit outcomes; and
 - 17.1.3 You must ensure data meets any required formats or retention periods for student records and reporting.

18 Limitation of Liability

- 18.1 To the extent permitted by Law, RTO Logic, will not be liable to you for any loss or damages.
- 18.2 If You are not satisfied with the Service, your sole and exclusive remedy is to terminate this Agreement.
- 18.3 Where RTO Logic is liable:
- 18.3.1 You agree that the liability cap is the total price of the Subscription Fees paid during the previous twelve (12) months; and
 - 18.3.2 We reserve the right to pay the liability cap or resupply the Service at our sole discretion.
- 18.4 We are not liable for indirect, incidental or consequential loss.

19 Termination

- 19.1 Either Party may terminate this Agreement by giving 30 days' written notice or immediately for material breach not remedied within that period.
- 19.2 On termination:
- 19.2.1 Access to the Service will immediately cease.
 - 19.2.2 Your Data will be retained for 12 months and then securely deleted

20 Force Majeure

- 20.1 You will not hold RTO Logic responsible for any interruption to the Service as a consequence of a Force Majeure Event.
- 20.2 You will also not hold RTO Logic responsible for any interruption to the Service caused by circumstances beyond its control (including cyberattacks or major third-party system outages).

21 Notices

- 21.1 A notice, consent, request or any other communication in regard to or under this Agreement or its termination must be in writing, signed by or on behalf of the Party giving it.
- 21.2 Delivery of that notice, consent, request or other communication must be delivered by email, to the contact person of the relevant Party as provided in the Schedule.

22 Amendments to these General Terms

- 22.1 These General Terms may be modified by us at our sole discretion.
- 22.2 We will publish the amended General Terms on our website.
- 22.3 The amended General Terms will be effective immediately upon publication.

23 Entire Agreement

- 23.1 This Agreement constitutes the entire Agreement of the parties about its subject matter and supersedes all previous Agreements, understandings and negotiations on that subject matter, whether orally or in writing.

24 Governing Law

- 24.1 This Agreement (including these General Terms) is governed by and construed in accordance with the laws of Victoria, Australia.
- 24.2 Each Party to this Agreement submits to the non-exclusive jurisdiction of its courts.

25 Contact

- 25.1 Hippo Data Group Pty Ltd (t/a RTO Logic) ABN 50 618 761 069 Email: info@rtologic.com.au
Website: <https://rtologic.com.au/>