



Terms and Conditions for using BlueLake.tech's Managed Credential Management System (MCMS or Services).

Please read these terms and conditions carefully, they contain important information about your rights and obligations. You can print them by clicking on the print icon on your browser. If you have any questions about these terms and conditions, please email: contact@bluelake.tech.

1 ACCESS

Access of BLUELAKE.TECH 's credential management service is established when you agree to these terms and conditions and your host (ARMA) membership subscription fee is paid. Your access ceases if the membership subscription fee is not paid. For the purpose of access, fees are paid under a Software as a Service agreement, and therefore fees are not refundable in part or in full under any circumstances.

2 ACCURACY OF YOUR INFORMATION

You must ensure, to the best of your knowledge, that all information held by BLUELAKE.TECH about you and/or your organisation is true and accurate. If at any time you become aware information held by BLUELAKE.TECH is inaccurate, you must take all reasonable steps to correct it immediately.

3 PRIVACY

- 3.1 BLUELAKE.TECH only holds personal information that you have provided to us, or that has been provided by others and authorised by you.
- 3.2 Your personal information is used to provide services to you and to others whom you have authorised to have access to your information. When you link your information to other MCMS users, such as; your employer, a principal, a main contractor or sub-contractor, or a PCBU; you are authorising them to share your name and/or credential details. Your personal information (such as address and contact details) will not be shared by BLUELAKE.TECH unless you specifically authorise it.
- 3.3 BLUELAKE.TECH will securely store your information and ensure that it cannot be accessed by anyone that you have not authorised to access it.
- 3.4 BLUELAKE.TECH, as part of day-to-day operations stores information about the use of the service including but not limited to: pages accessed on BlueLake.tech, your Internet Protocol (IP) address, information about the browser used to access services; for a period of ninety (90) days.
- 3.5 BLUELAKE.TECH will not share, sell, distribute or use your personal information without your permission, unless required to do so by law.
- 3.6 You can access the personal information BLUELAKE.TECH holds for you at any by emailing documents@bluelake.tech. BlueLake.tech will then contact you and validate your identity before sending you your information.
- 3.7 BLUELAKE.TECH will retain your personal information if you are a user of the solution. BLUELAKE.TECH will automatically delete your personal information from our systems after 6 months if your membership is not renewed, or earlier if requested by you.
- 3.8 If you request BlueLake.tech to delete your information prior to your membership expiring or at your request, your access will no longer be viable.
- 3.9 BLUELAKE.TECH may use your information in aggregate form to analyse our services, to offer services to others or for other business-related purposes. If your information is used in this aggregated way, it will not be possible for you to be identified or information that can be linked to you to be disclosed.

4 PERSONAL INFORMATION

Personal Information is the users profile information stored in the MCMS such as address, contact details and date of birth. Personal information does not include the credential details that have been entered for the user so that it's available to users of the solution.

5 SECURITY

- 5.1 You are responsible for the security of your BLUELAKE.TECH SmartCard. You must not allow others to use your card for any purpose. You must notify BLUELAKE.TECH immediately if your card is lost or stolen. BLUELAKE.TECH will charge a fee for replacement cards.
- 5.2 You acknowledge that BLUELAKE.TECH may monitor your use of BLUELAKE.TECH services in order to detect any inappropriate use and to assist us to improve our service security and quality.
- 5.3 BLUELAKE.TECH will hold your profile and credentials details in an encrypted database. Data is stored in Microsoft Azure® and adheres to current best practice in data encryption and is accessed through connections protected by the HTTPS protocol.

6 LIABILITY

- 6.1 You agree that BLUELAKE.TECH will not have any liability or responsibility to you or any other person, company or business under or in connection with these terms and conditions, or in connection with the BLUELAKE.TECH services, regardless of whether such liability arises in contract, tort (including negligence, equity, breach of statutory duty or otherwise).
- 6.2 You agree BLUELAKE.TECH will not have any liability or responsibility in respect of any or all loss or damage, whether direct or indirect; including loss of profits, loss of data, loss of business or anticipated savings, general/special damages and consequential/incidental loss.

7 DISCLAIMER

- 7.1 You understand and agree that while BLUELAKE.TECH takes all reasonable steps to ensure the services it provides are fit for purpose, your use of the services is at your sole risk.
- 7.2 BLUELAKE.TECH disclaims and excludes all implied conditions and/or warranties; including any warranties that the services are fit for a particular purpose.
- 7.3 BLUELAKE.TECH does not warrant that the services provided will be uninterrupted or error free.
- 7.4 No advice or information that is obtained by you through the BLUELAKE.TECH service or from BLUELAKE.TECH, or anyone else, shall create any warranty by BLUELAKE.TECH that is not expressly stated in these terms and conditions.

8 INDEMNITY

- 8.1 You agree to indemnify BLUELAKE.TECH and keep it indemnified from and against all actions, claims, costs (including legal costs and expense) losses, proceedings, damages, liabilities, or demands suffered or incurred by it to any person arising out of or in connection with or arising out of your use of the BLUELAKE.TECH services.
- 8.2 Without limiting any other rights and remedies available to BLUELAKE.TECH, BLUELAKE.TECH may suspend your use of the services, warn other users of your actions, issue a warning to you, suspend or terminate your access or refuse to provide services to you if you breach these terms and conditions.

9 ACCESS TERMINATION

- 9.1 Your access will immediately terminate if your host organisation fails to pay the subscription fee. The subscription fee is non-refundable in part or in full under any circumstances.
- 9.2 BLUELAKE.TECH may terminate your access at any time if you have failed to comply with any of these terms and conditions.

10 GENERAL CONDITIONS

- 10.1 System performance: BLUELAKE.TECH will endeavour to provide uninterrupted availability of its services (taking into account that services may occasionally be subject to downtime for maintenance requirements). BLUELAKE.TECH will not be responsible for any loss that is incurred as a result of BLUELAKE.TECH services not being available.
- 10.2 Force Majeure: BLUELAKE.TECH will have no liability for lack of performance, failure or unavailability of BLUELAKE.TECH services or for any failure of BLUELAKE.TECH to meet compliance with the terms and conditions where the same arises from any cause reasonably beyond the control of BLUELAKE.TECH.
- 10.3 No waiver: Failure by us to exercise or enforce any right available to us under these terms and conditions does not constitute a waiver of those rights.
- 10.4 Partial invalidity: In the event that any provision of the terms and conditions is held to be invalid for any illegal reason, the provisions shall be removed from the remaining terms and conditions, which shall remain in full force and effect.
- 10.5 Entire agreement: These terms and conditions and the information you provide during the registration process form the entire agreement between you and BLUELAKE.TECH.
- 10.6 Law: This agreement is governed by Australia and New Zealand law.