

Risk Master Terms & Conditions

When you access or use our online health and safety management platform, Risk Master, you agree to these terms and conditions (Terms).

Access to and use of the Risk Master is procured by EML Group (EML, we, us and our) for EML Customers on the following terms and conditions (Terms).

An EML Customer is any business or organisation that receives insurance claims management services or holds an insurance policy with any of the EML Group companies.

EML Group means Employers Mutual Limited and Employers Mutual Management Pty Limited together with their related bodies corporate and their respective associated entities (which terms when used in this Agreement has the meaning assigned to it in the Corporations Act 2001 (Cth)). For details of the EML Group companies, please refer to our website www.eml.com.au www.hii.au where your employer is insured through Hospitality Industry Insurance Limited (HII) or www.trinityinsurance.au where your employers is insured through Employers Mutual Limited trading as Trinity Insurance (Trinity Insurance).

These Terms were last updated on 25/08/2025.

1. Eligibility, registration, and administration for Risk Master

A. Eligibility

- a. Risk Master is available to any EML Customer, contingent upon the Employer remaining an EML Customer (you, yourself, or your).
- b. If the employer ceases to be an EML Customer at any time, you will have access to Risk Master for a period of sixty (60) days from the day you cease to be an EML Customer. hillut harchit litas eum dolore

B. Administration of an account

- a. To create an account, a user creates a web form requesting to be registered for Risk Master.
- b. EML will make the Risk Master platform available to you for access and use and will provide in your capacity as an administrator for you to administer and manage individual accounts for your employees.
- c. You are responsible for ensuring access is granted only to authorized employees within the organization.
- d. You will create and manage employee accounts, ensuring appropriate access levels and permissions. You have ultimate responsibility for your account and for the accounts of your employee user accounts.
- e. You are responsible for the maintenance of your individual administrator Risk Master account and that of your employee user accounts.
- f. You are not permitted to give authority for the administration of your Risk Master account to another person without our written consent.

- g. If you forget your password and have trouble logging in into your Risk Master administrator account, you will have an option to reset your password. If you continue to have issues logging into your account, please first reach out to us.
- h. You will be the first contact for your employee user accounts to manage their forgotten passwords. If your employee user continues to have issues resetting or logging into their account, please reach out to us.
- i. You will provide basic troubleshooting and support to employees encountering technical issues within the Risk Master platform. Where any issues remain unresolved, you will escalate the matter to the designated support team or contact us.

C. Registration of an account

- a. You may access the Risk Master platform from a computer or Mobile Device.
- b. For the purposes of these Terms, the term Computer Device shall mean the computer or mobile device(s) on which you the Risk Master user access the platform.
- c. Once the administration account has been created, the administrator is automatically sent a welcome email containing their login credentials, a disclaimer, or similar, that states that by accessing their Risk Master account, it is assumed you have read and accepted these Terms and Conditions.
- d. We will create an administration account for you to access Risk Master. Once your account has been created you will have administrative control over your account.
- e. You will be able to create user accounts for your employees to access the Risk Master platform.
- f. To ensure maximum security, once your account has been set up, you will be prompted to set a new password. To continue accessing Risk Master, you are required to follow through this step.

D. Users of Risk Master

- a. Users who are not Administrators may access the Risk Master platform from a computer on mobile device.
- b. Risk Master will create an account for you once you have completed a web form with your details in it to access the Risk Master platform. Alternatively, your Risk Master Administrator can create an account for you to access the Risk Master platform.

2. Risk Master Platform

- A. As part of your access to Risk Master, you agree to both fulfill all responsibilities outlined in these Terms and provide EML with any necessary information, assistance, and access for effective service delivery.
- B. EML reserves the full right to amend or upgrade the Risk Master platform and its contents at any time. While we will always attempt to inform you of upcoming changes in advance, you understand that this may not always be possible due to unforeseen circumstances.

3. Use of the Risk Master Platform

A. EML's term

The use of Risk Master is subject to our existing policies as well as any relevant EML policies, which are currently applicable to you as an EML Customer.

B. Accuracy of information

- a. While your information available through Risk Master is expected to be up to date at most times, there may be occasion, for example due to system disruption or network issues, that your information is not updated.
- b. We make no claim or representation as to the accuracy of the content contained on Risk Master. We do not accept any liability for the information or advice provided via Risk Master, or for loss or damages incurred by any person as a result of relying on it, except where this liability cannot be excluded by law

C. Updating your information

You will be able to update any credentials, such as your name, address, or any other details which we retain. If you have any issue with updating your information, please contact us for further assistance

D. Charges, Invoicing, and Payment

- a. Risk Master is currently provided as a free service to all active EML Customers as part of the Mutual Benefits Program. There are no fees or charges associated with accessing and using Risk Master while you remain an EML Customer.
- b. If you cease to be an EML Customer and wish to continue using Risk Master, we reserve the right to charge a fee. This fee will be determined based on the current market rates for similar online learning platforms and services. You will be notified of any applicable fees and the process for making payments before you are able to continue using Risk Master after your EML Customer status expires.
- c. If applicable fees are introduced, you will receive an invoice for any charges incurred through your continued use of Risk Master after your EML Customer status expires and you will be responsible for timely payment of all invoices received. Payment methods and due dates will be clearly stated on the invoice.

4. Acknowledement and Warranties

- A. EML confirms that it possesses all necessary rights and licenses to provide the Risk Master services outlined in these Terms and Conditions. EML further confirms that offering these services does not violate any applicable law, regulation, or agreement with a third party.
- B. EML will use commercially reasonable efforts to ensure the Risk Master system is usable and functional at all times. However, EML cannot guarantee the uninterrupted or error-free availability of the Risk Master system due to factors beyond its reasonable control, such as internet outages, third-party service interruptions, or unforeseen technical issues.
- C. You warrant that:
 - a. you have the necessary legal right to access and use the Risk Master services under these Terms and Conditions. Complying with these Terms does not violate any applicable laws or agreements you hold with third parties; and
 - b. you agree to fulfill all your obligations outlined in these Terms with the utmost care and diligence, adhering to all relevant laws and regulations.

5. Risk Master and your data

A. Privacy

We may monitor activity on Risk Master and conduct analytics on use of Risk Master. All personal information collected, used, and disclosed in Risk Master will be handled in accordance with our Privacy Policy, which can be found at: www.eml.com.au/privacy or if you're a policyholder with HII,

then at www.hii.au/privacy-policy, or if you're a policyholder with Trinity, then at www.trinityinsurance.au/privacy-policy

6. Risk Master and your security

A. Your Password

- a. You must keep the password for your Risk Master account secure and not share your password with any other person. It is your responsibility to maintain the privacy and security of your Risk Master account.
- b. You must keep the passwords of your employee user accounts secure and not share their passwords with any other person than the employer user. It is your responsibility as administrator to maintain the privacy and security of your employee users Risk Master accounts.

B. Your Computer Device

- a. If it is possible that your Computer Device on which you access the Risk Master platform has been hacked or accessed without your authorisation, you must notify us as soon as possible.
- b. We recommend you setup a Computer Device with a password on the device itself, in addition to the Risk Master password to prevent unauthorised access to your Computer Device.
- c. Computer Devices logged into the Risk Master platform must not be left unattended and you must ensure that you log out of Risk Master when not using it and to lock your Computer Device when it is not in use.

7. Restrictions on use of Risk Master

A. You agree that you will not, (either yourself, your employee or through any third party):

- a. use any robot, spider, screen scraper, data aggregation tool or other automatic device or process (Automated Process) to process, monitor, copy or extract any contents or any of the information, content or data contained within or accessible through Risk Master, without prior written permission;
- b. use any Automated Process to aggregate or combine information, content or data contained within or accessible through Risk Master with information, content or data accessible via or sourced from any third party;
- c. use any information on or accessed through Risk Master for any commercial purpose (including but not limited to market research, the provision of pricing estimates or 'shadow shopping') or otherwise (either directly or indirectly) for profit or gain;
- d. use any device, software, process or routine to interfere or attempt to interfere with the proper working of Risk Master or any transaction or process being conducted on or through it (for example, by transmitting a computer virus or other harmful component, knowingly or otherwise);
- e. restrict or inhibit any other user from using or enjoying this Risk Master;
- f. take any action that imposes an unreasonable or disproportionately large load on the infrastructure of or bandwidth connecting to Risk Master;
- g. reverse engineer, reverse assemble, decompile or otherwise attempt to discover source code or other arithmetical formula or processes in respect of the software underlying the infrastructure and processes associated with Risk Master or, act fraudulently or maliciously in relation to Risk Master or software; or

- h. copy, reproduce, alter, modify, create derivative works, or publicly display, any part of any content from any of Risk Master without our prior written permission.
- i. breach any standards, content requirements or codes promulgated by any relevant authority, including authorities which require us to take remedial action under any applicable industry code; or
- j. indulge or encourage conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any law

8. Termination / Suspension of your Risk Master account

- A. If you are no longer an EML Customer, you will not be able to access Risk Master. For any information, you will need to contact us directly. You will have access to your Risk Master account for a period of 60 days after cessation as an EML Customer.
- B. Your access to the Risk Master may be terminated at any time by us (without any notice) and for any reason (including upon decommissioning of the Risk Master platform or if we believe that your continued use of Risk Master may cause loss or damage of any kind to you or to us or if we believe you have breached these Terms).
- C. You may terminate your use of Risk Master at any time. However, all restrictions, and all disclaimers and exclusions of and limitations on our liability, will survive any termination.
- D. Unless otherwise specified, upon termination of your right to access to Risk Master, you must not directly or indirectly access or use any part of Risk Master.
- E. You may suspend or terminate your employee user accounts access to Risk Master at any point at your discretion.

9. Copyright and Intellectual Property Notices

- A. We (and in some instance, our third party service providers) own or license the intellectual property rights in and to all content, information, text, material, audio, video, graphics advertisements, and content and compilation of the web pages, software comprising Risk Master (including text, training content, graphics, logos, button icons, videos, images, audio clips, design elements, interactive features software code and data) on Risk Master unless otherwise stated.
- B. The use by us of a third-party trademark on Risk Master is not intended to indicate any association with, or endorsement by us, of that trademark or the associated entity. We provide downloadable templates and resources to help you use Risk Master. You may modify and use these for your own internal business purposes.
- C. Commercial use is expressly prohibited, without our prior written consent. You may not download, copy, share, distribute, transmit, publish, modify, adapt, create derivative works from, or commercially exploit any of this content without our express written permission.
- D. You may not share your Risk Master account or access with any other person.
- E. No trademark of ours (whether registered or otherwise) may be used without our prior, specific, written permission. The use or misuse of these trademarks, except as expressly authorised, is prohibited. Except where necessary for and incidental to viewing or using Risk Master via a Computer Device(s) or as permitted by us in these Terms or under the Copyright Act 1968 (Cth) or other applicable laws, no content from Risk Master may be reproduced, published, stored (for any period of time) in an electronic or other retrieval system, adapted, uploaded to a third-party location, framed, performed in public or transmitted in any form by any process whatsoever without our specific written consent.

10. Disclaimers

A. General disclaimers

- a. Use of Risk Master is at your risk.
- b. While Risk Master provides valuable WHS/OHS content and tools, these are for general purposes and are not tailored to your specific circumstances. Please seek professional advice for specific legal or financial concerns.
- c. We do not make any express or implied representation or warranty about, or shall be liable, in contract, tort (including negligence) or otherwise, for any direct, indirect, special or consequential loss, damages or reliance in connection with Risk Master, its use, its content or any products or services (including our products or services) referred to on Risk Master. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:
 - i. your reliance on the completeness, accuracy, suitability or currency of the Risk Master or its content.
 - ii. Failure of, or delay in, the performance, operation or transmission of Risk Master or data on or through Risk Master, a computer virus or other harmful component, a loss of data, a communication line failure, unlawful third-party conduct, or theft, destruction, alteration or unauthorised access to records;
 - iii. accessing any websites or servers maintained by other organisation through links on Risk Master. Links are provided for convenience only, and we do not accept responsibility for the content or operation of those websites. Unless otherwise stated, we do not endorse linked websites, or their products and services and you acknowledge that any third-party materials appearing on this Risk Master are not necessarily controlled or monitored by us and that the views expressed are not necessarily ours.
 - iv. defamatory, threatening, offensive or unlawful conduct of third parties; and
 - v. a breach by us of our Information Security Policy.
- d. We further disclaim any warranty that the functions contained in any content on Risk Master or your access to Risk Master will be uninterrupted or error-free, that any defects will be corrected or that the Risk Master or the server which stores and transmits content to you are free of viruses or any other harmful components.
- e. It is possible that Risk Master may contain typographical errors, inaccuracies, or other errors, and that unauthorised additions, deletions, and alterations could be made to the Risk Master by third parties. In the event that an inaccuracy arises, please inform us so that it can be corrected

B. No advice given

- a. We may provide resources on Risk Master in order to allow you to view information including WHS/ OHS information, other general health information and information about our products and services. The resources provided on Risk Master are not a substitute for the advice of your personal physician other qualified healthcare professional, WHS/OHS professional or other legal professional. The mention of specific products or services on Risk Master does not constitute or imply a recommendation or endorsement by us unless specifically stated.

11. Indemnity and Liability

A. Indemnity

- a. You indemnify us and our respective employees, agents, third party content providers and licensors from and against all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred or suffered by us (Our Loss) as a direct or indirect consequence of you (or, where applicable, any other person using your username and password) using Risk Master.

- b. Without limiting the preceding paragraph, you indemnify us for any of Our Loss incurred by virtue of any breaches of third parties' intellectual property rights as a direct or indirect consequence of you (or, where applicable, any other person using your login credentials) using Risk Master.

B. Limitation of our liability (if any) to you

- a. Our total liability to you (if any) for loss, damage or reliance shall be limited, for information or services supplied for fee, to the re-supply of the information or services or payment of the cost of doing this. We accept no, and exclude all, liability for information or services supplied or offered by us forfree
- b. This disclaimer, limitation of liability and indemnity do not exclude any rights which, by law, may not be excluded.

12. General

A. Governing law

- a. Risk Master (excluding any linked, third-party websites) is controlled by us from Australia.
- b. Any disputes must be determined by the courts having jurisdiction in New South Wales, Australia in accordance with laws in force in New South Wales. You irrevocably and unconditionally submit to this jurisdiction
- c. We do not warrant that the content of Risk Master complies with the laws of any country outside of Australia. If you access Risk Master from outside of Australia, you do so at your own risk and you accept responsibility for ensuring or confirming compliance with all laws that apply to you as a result of that access or any consequent transactions or dealings with us.

B. Severability

Should any term or part of these Terms be found to be void, unenforceable or invalid, then it is severed from these Terms, leaving the remainder in full force and effect, provided that the severance has not altered the basic nature of the Terms.

C. Waiver

You may not rely on our words or conduct as a waiver of any right unless the waiver is in writing. Conduct includes delay in the exercise of any right. Right means any of our rights arising under or in connection with Risk Master.

D. Variation

- a. We reserve the right at any time to vary these Terms for security, legal or regulatory reasons, or to reflect updates or changes to the services or functionality of Risk Master, by publishing the varied Terms on our website or through Risk Master. You will be required to 'accept' the variation to terms and conditions by clicking the 'accept' button when prompted to proceed to use the Risk Master platform that we provide you with sufficient notice of any variation by making available the current version of the Terms through Risk Master, unless otherwise required by the law.
- b. By your use of Risk Master after any variation, you are taken to have accepted the varied Risk Master Terms

E. Electronic Communication

- a. You will not be able to contact us through Risk Master. However, you may be able to access links in the Risk Master application that navigates you to email or call us.

- b. You agree to us contacting you electronically, including sending you notifications through Risk Master, by push notifications and emails. You also agree that we can provide you with any information required to be given to you by law as well as non-marketing communications, by electronic communication, unless any law or code requires otherwise.

F. Use of Cookies

- a. The EML, HII and Trinity websites uses “cookies” to help personalise a user’s online experience. A cookie is a text file that is placed on your hard disk by a web page server. Cookies are uniquely assigned to you and can only be read by a Web server in the domain that issued the cookie to you
- b. One of the primary purposes of cookies is to provide a convenience feature to save you time. The purpose of a cookie is to tell the web server that you have returned to a specific page.
- c. To ensure that we are publishing content our employers’ members, workers and industry stakeholders need and want, EML website collects aggregated site-visitation statistics using cookies. We do not track individuals’ use of the site.

G. Contact Us

- a. If you think there has been a mistake or are notified of a conduct you did not commit, you must contact us immediately. Your concerns or any problems will be investigated by us. To assist in obtaining a prompt resolution to the problem, please give us clear instructions as to the problem and provide any supporting documentation which will assist in our investigation.
- b. You may also contact us for any other matters in relation to Risk Master as specified in these Terms. Please contact us at:
 - i. EML Customer: 1800 469 931 (toll free) or mutualbenefits@eml.com.au
 - ii. If you are a policyholder with HII: 02 8251 9069 or whs@hii.au
 - iii. If you are a policyholder with Trinity: 02 8251 9069 or info@trinityinsurance.au