Onsite Track Easy System ("**System**") is an online database system owned and operated by Pegasus Management Pty Ltd ("**Pegasus**"). The purpose of the System is to collect and maintain information relevant to safety management on various work sites managed by clients of Pegasus ("**Clients**"). Clients of Pegasus may delegate their authority to use the System to their employees, company officers, contracted staff or personnel of their related entities ("**Authorised Users**").

I have been issued with an access card or e-card that utilises the System via an online portal (the **Portal**). I hereby acknowledge the following in respect of my use of the System and the Portal:-

- That by using the access card or e-card I agree without modification to the terms, conditions and notices contained in the "System Use and Service Terms" (the **"Use Terms"**) published via System web pages including the various Portals customised for Clients;
- That Pegasus reserves the right to change the Use Terms providing it serves 14 days' notice of that change to me. If I continue to access and use System or the Portal, I will be deemed to have accepted those changes;
- I warrant that I will not use the Portal for any purpose that is unlawful or prohibited by the terms, conditions and notices contained in the Use Terms;
- I will not use the Portal in any manner which could damage, disable, overburden, or impair the Portal or the System or interfere with any other party's use and enjoyment of the Portal or the System;
- I will not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Portal;
- Clients registered to use the System will have certain rules for individual users regarding compliance, competency and site attendance and I have ensured I am familiar with those rules;
- Further, if I fail to comply with the particular rules for a site, a possible consequence may mean I am made an inactive user for one or more sites and thereby denied access to those sites;
- That by providing my payment details through the Portal, I irrevocably authorise and direct Pegasus to use those details to deduct all fees payable to Pegasus by me, including without limitation card registration fees; and
- Pegasus is not responsible or liable for the unauthorised access to the Portal or the System or use of any access cards or e-cards.

Access to Data is managed by the System such that personal identifying data ("**Identifying Data**") that may include your name, home address, work address, employer, phone numbers, email addresses and USID may be made available to Authorised Users across industries on a System wide basis. In this way System integrity is maintained by minimizing the opportunity for duplicate records for individuals. Work roles, competencies, training and supporting documents which may include medical reports and site attendance timestamps ("**Sensitive Data**") are kept private to the entity for whom the information was collected, which may have been an industry body, unless you specifically approve a transfer to another Client.

Personal Data can be reviewed through the System with your employer, the work site controller, individual worker portal (a mobile phone app) or by contacting Pegasus. Pegasus will assist with correcting genuine inaccuracies or errors but cannot remove historical events such as timestamps on site visits. Pegasus can inactivate your record upon receipt of written request from you, making it invisible to sites, groups of sites or System wide however this may impact your ability to enter into and work at those Client sites.

Pegasus requires your permission to collect, store and display some of your Personal Information (as defined in the *Privacy Act 1988*) to contracted users of the System on the following terms.

I, _____, hereby consent to Pegasus collecting, holding, using and disclosing my personal information for the following purposes (and for any other purposes disclosed by Pegasus from time to time):

- General work site safety management and training (not specifically limited to my own safety and training);
- General data analytics for improvement of service delivery, and work site safety management
- Making my Identifying Data available to Authorised Users without further specific consent from me; and
- Allowing access to my Sensitive Data by the collecting entity unless I provide specific authorisation otherwise.

I further acknowledge:
- Clients with access to the System will be published on Pegasus web site from time to time. Should I wish to limit or restrict any particular Client from accessing my Data, it is my responsibility to review the Pegasus web site and request that restriction in writing;
- Notification of changes in uses of my Data will be published on the Pegasus web site;
- Pegasus will not use my Data for marketing by third parties;
- Pegasus may use my Data on these terms in perpetuity unless I specifically give written notice to the contrary; and
- I understand that Authorised Users may have the ability to associate my profile with their employer/entity and thus gaining access to some of my Personal Information (including Identifying Data), however the associating and dissociating of profiles is closely monitored by Pegasus for persons misusing this function in the System.

I agree to the above use of my personal information and I acknowledge my responsibility in respect of the access card or e-card as the case may be.

Signature: _____Date: _____

Rail Safety Worker Card application

I, _____, the Rail Safety Worker Identification Card Holder hereby:
Undertake to provide accurate information to support my application for and use of the Rail Safety Worker Identification Card ("the Card") when undertaking an approved role.

Consent to the collection and disclosure of my personal information (including, but not limited to, my medical – Fit to Work -status) to third parties, including to other rail operator member organisation of the RSW Program and the Onsite Track Easy System.

Understand I will be required to provide further information on expiry of the RSW Card or on request from any other rail operator member organisations of the RSW Card Program.

Acknowledge that any or the entire rail operator member organisations may collect, use and disclose personal information for the purposes of approving the RSW Card and administering the RSW Card Program.

Conditions of Use:
On receipt of this card you must immediately:
o   Ensure that all information on the card, including the name and photo, is accurate.
o   Inform Pegasus if the information is inaccurate.
When using the card you must:
o   Notify Pegasus immediately of any changes which may affect the accuracy of the information on the card.
o   Ensure all requirements relating to ongoing health and fitness required by the Rail Safety Worker Program are adhered to.
o   Comply with all work procedures and requirements set by rail operator member organisations including all requirements relating to fatigue management, drug and alcohol use, and health and fitness.
o   Not misuse, nor tamper, disfigure or otherwise inappropriately handle or store this card. Rail operator member organisations and Pegasus have the right to determine appropriate action(s) if this occurs.
o   Not give or loan the card to any other person for any reason whatsoever.
o   Carry the card with you whenever on, near, or within proximity of the rail corridor. Carry any other identification cards as required under rules specific to a Licensing Authority, Project or Operator whenever undertaking an approved role.
o   Return this card to Pegasus or rail operator member organisations if requested to do so by Pegasus or rail operator member organisations.

I understand Pegasus reserves the right to cancel or block a cardholder based on authorisation from any authorised Rail Industry bodies.

I agree to the card acceptance agreement above.

Signature: _____Date: _____

Address: _____

Rail Safety Worker ID Number: _____   DOB: _____