



Software as a Service (SaaS) Terms of Trade

1. Interpretation and Definitions

1.1 Definitions

In these Terms, unless the context requires otherwise:

Company means Jobman Pty Ltd ACN 141 550 647.

Customer means any individual, business or entity that subscribes to or uses the Software.

Platform means the Jobman cloud-based management and tracking software platform operated by the Company.

Software means the Jobman software application, including all updates, modules, integrations, documentation, and related services.

Services means access to the Platform and any related support, configuration, training, integration, implementation or development services provided by the Company.

Subscription means the recurring licence granted to the Customer to access and use the Software.

Subscription Fee means the recurring fee payable by the Customer for access to the Software.

User means any individual authorised by the Customer to access the Platform.

Customer Data means all data, content and information submitted or uploaded to the Platform by the Customer or its Users.

Intellectual Property means all intellectual property rights including copyrights, trademarks, trade secrets, patents, designs, processes, methodologies and software code whether registered or unregistered.

Order means a subscription order, sign-up, service agreement or quotation accepted by the Customer.

Price means the fees payable by the Customer for the Subscription and any additional Services.

Terms means these Terms of Trade.

2. SaaS Service Licence

2.1 The Company provides the Software as a Software-as-a-Service (**SaaS**) platform hosted by the Company or its third-party infrastructure providers.

2.2 In consideration for the payment of the Subscription Fee, the Company grants the Customer a non-exclusive, non-transferable, revocable licence to access and use the Software during the Subscription term.

2.3 The Customer must only use the Software:

- for its internal business purposes
- in accordance with these Terms
- within the permitted number of Users.

2.4 The Company may update, modify, improve, or replace the Software from time to time.

2.5 The Company may add, remove or modify features where reasonably required to maintain, secure or improve the Platform.

2.6 The Company may suspend or restrict access to the Platform where:

- the Customer breaches these Terms
- Subscription Fees remain unpaid
- required for maintenance, security or operational reasons.

3. Acceptance

3.1 The Customer accepts these Terms by:

- signing an agreement
- accepting a quotation
- creating an account
- using the Software.

3.2 These Terms apply to all use of the Software and Services.

3.3 These Terms prevail over any Customer terms unless agreed in writing by the Company.

4. Pricing and Payment

4.1 The Customer must pay the Subscription Fees specified in the applicable Order, quotation or pricing schedule.

4.2 Subscription Fees may be charged:

- monthly or annually in advance
- per User
- per module
- per business account

as determined by the Company and specified in the applicable Order, quotation or pricing schedule.

4.3 Subscription Fees are non-refundable except as required by law.

4.4 The Company may change the Subscription Fees for existing customers by providing 30 days written notice.

Where Subscription Fees are increased, the Customer may terminate the Subscription by providing written notice before the fee increase takes effect. The termination will take effect immediately prior to the commencement of the next billing period in which the increased fees would apply. All Subscription Fees payable up to that date remain due and payable.

4.5 If payment is not received when due the Company may:

- suspend access to the Platform
- restrict functionality
- terminate the Subscription.

4.6 All prices are inclusive of GST unless stated otherwise.

4.7 The Customer authorises the Company to charge nominated payment methods for all Subscription Fees.

5. Suspension for Non-Payment

5.1 If the Customer fails to pay any invoice or Subscription Fee when due the Company may suspend the Customer's access to the Platform.

5.2 During suspension:

- the Customer may lose access to the Software
- data entry may be restricted
- support services may be paused.

5.3 The Company is not liable for any loss resulting from suspension due to non-payment.

6. Customer Responsibilities

The Customer must:

- ensure Users comply with these Terms
- maintain the confidentiality of login credentials
- ensure data entered into the Platform is accurate
- comply with all applicable laws when using the Software.

The Customer must not:

- sell, lease, sub-licence or otherwise transfer its rights to use the Software
- copy, modify, publish, sell, transfer or perform, or prepare derivative works of, reverse engineer, decompile or otherwise attempt to extract the source code or source data from the Software or Platform

- grant access to any part of the Software or Platform to any person or entity that is not a User
- attempt to access restricted systems
- interfere with system security.

7. Hosting and Availability

7.1 The Software is hosted on cloud infrastructure operated by the Company or its service providers.

7.2 The Company will use reasonable efforts to ensure the Platform remains available but does not guarantee uninterrupted availability.

7.3 The Customer acknowledges that the Software is provided on a software-as-a-service basis and that access may be unavailable or interrupted from time to time, including as a result of maintenance, upgrades, outages, third-party infrastructure failures, internet disruptions or events beyond the Company's reasonable control.

7.4 To the maximum extent permitted by law, the Company excludes all liability for any loss, damage, cost or expense (including loss of data, loss of profits, loss of revenue and business interruption) arising from or in connection with any downtime, interruption or inability to access the Software by the Customer or its Users.

7.5 Where liability cannot be excluded under the Competition and Consumer Act 2010 (Cth), the Company's liability is limited to the refund of the proportion of Subscription Fees where the Services were not accessible for a prolonged period of time by the Customer under clause 7.3 above or the re-supply of the Services, at the election of the Company.

8. Customer Data

8.1 The Customer retains ownership of all Customer Data.

8.2 The Customer grants the Company a non-exclusive, royalty-free licence to:

- copy
- back-up
- access
- host
- process
- store
- transmit

Customer Data for the purpose of operating the Software, performing diagnostics or testing services.

8.3 The Company will take reasonable steps to protect Customer Data.

8.4 The Company may use de-identified and aggregated data derived from Customer Data for analytics, service improvement and product development.

8.5 The Customer warrants that to the extent that the Customer Data contains personal data, it has obtained the necessary consents in order to transfer or permit access to this Customer Data in accordance with applicable privacy, data protection laws and industry practice.

8.6 The Company may store data using third-party cloud providers.

8.7 Upon termination of the Subscription:

- Customer data will remain available for 90 days
- after which it may be permanently deleted.

8.8 The Company may charge a reasonable fee to export Customer Data.

9. Intellectual Property

9.1 All Intellectual Property in the Software and Platform remains the property of the Company.

9.2 No ownership rights in the Software or Platform are transferred to the Customer.

9.3 The Customer receives only a limited licence to use the Software, subject to payment of the Subscription Fee and compliance with these Terms.

9.4 Any feedback or suggestions provided by the Customer may be used by the Company without restriction.

10. Support and Maintenance

10.1 Support services may be provided through the Company's support ticket system.

10.2 The Company may provide support, maintenance and updates to the Software, including bug fixes, updates and feature improvements. The nature, scope and level of such support under this clause 10.2 will be determined by the Company in its discretion, acting reasonably.

10.3 Additional services such as:

- integrations
- custom development
- training

may be charged separately.

10.4 The Company will determine whether a support request or issue constitutes a bug fix or constitutes additional services charged at an additional fee.

11. Warranties

11.1 To the maximum extent permitted by law, the Software is provided "as is".

11.2 The Company does not warrant that the Software will:

- be error free
- operate without interruption
- meet every Customer requirement.

11.3 Nothing in these Terms excludes rights or consumer guarantees required under the Competition and Consumer Act 2010 (Cth).

12. Limitation of Liability

12.1 To the maximum extent permitted by law the Company's total liability is limited to the amount paid by the Customer for the Services in the previous 12 months.

12.2 The Company is not liable for:

- loss of profits
- loss of revenue
- business interruption
- loss of data
- indirect or consequential loss.

12.3 To the maximum extent permitted by the law, the Company will have no liability, and the Customer releases and discharges the Company from all liability, arising from or in connection with any:

- failure or delay in providing the Services;
- breach of this Agreement; or
- misuse of the Services,

where caused or contributed to by any:

- Force Majeure Event;
- a fault or defect in any item of the Customer Data; or
- act or omission of the Customer or its Users.

12.4 The Customer indemnifies and must keep indemnified the Company against any loss, damage, liability, cost or expense (including reasonable legal costs) arising from:

- breach of these Terms;
 - misuse of the Software; or
 - any unlawful or negligent act of the Customer or its Users.
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13. Termination

13.1 The Customer may terminate its Subscription by providing at least 30 days' written notice prior to the end of the current billing period. Termination will take effect at the end of that billing period, and all Subscription Fees payable up to that date remain due and payable.

13.2 The Company may terminate immediately if the Customer:

- breaches these Terms
- fails to pay invoices
- engages in unlawful use of the Platform.

13.3 Upon termination:

- the Customer must cease using the Software
 - access will be disabled
 - the Company will stop performing the Services.
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14. Privacy

The Company will collect and handle personal information in accordance with the Privacy Act 1988 (Cth) and its Privacy Policy.

15. Force Majeure

The Company is not liable for failure or delay in performance caused by events outside its reasonable control including:

- internet failures
 - cloud infrastructure outages
 - natural disasters
 - government actions
 - cyber incidents.
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16. Acceptable Use

The Customer is responsible for all use of the Services by the Users. The Company may, at any time, suspend or deactivate the Customer or any User's access to the Services if the Company reasonably believes that the Services are being used in breach of these Terms.

17. General

17.1 These Terms constitute the entire agreement.

17.2 The Company may update these Terms from time to time by publishing revised Terms on its website.

17.3 These Terms are governed by the laws of Western Australia, Australia.

17.4 The Company may assign these Terms in connection with a sale of its business.

17.5 Clauses in these Terms relating to liability, indemnity, intellectual property and payment survive termination.