

Customer Subscription Terms

(Terms and Conditions for business use of SafetyAU)

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1. Document control

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SafetyAU

Jonathan Andre Soepnel trading as SAFETYAU SYSTEMS

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2. Revision history

Rev	Date	Description of change	Prepared by	Approved by
1.5	15 September 2026	Issued Customer Subscription Terms with Document control table	Jonathan Andre Soepnel	Jonathan Andre Soepnel
1.6	16 September 2026	Added revision register	Jonathan Andre Soepnel	Jonathan Andre Soepnel

3. About these Terms

1.1 These Customer Subscription Terms (Terms) are a contract between the Customer and Jonathan Andre Soepnel trading as SAFETYAU SYSTEMS (ABN 77 169 571 748)

(SafetyAU) (we, us, our). SafetyAU is a sole trader business (individual / sole trader trading as SAFETYAU SYSTEMS). It is not a company; there is no ACN.

1.2 What these Terms cover. These Terms apply to use of (together, the SafetyAU Properties and, where the context allows, the Service):

- the Marketing Website at <https://safetyau.com> and <https://www.safetyau.com> (and any redirect between them), including pages where these Terms and related policies are published;
- the Web App at <https://app.safetyau.com> (the primary product login / workspace for the first web release), including related APIs, QR sign-on flows, help tools, and account features;
- any other SafetyAU domains, subdomains, or hosts we operate for the same product;
- any SafetyAU Mobile Apps we make available for Apple iOS (including via the Apple App Store) or Google Android (including via Google Play), whether now or later; and
- any trial, subscription, or paid Plan for the Service.

1.3 Marketing Website vs Web App. safetyau.com / www.safetyau.com are marketing and public information sites. app.safetyau.com is the product application used to run SafetyAU workflows and accounts. Both are covered by these Terms, but they have different purposes. Marketing content is general information. The Web App (and any Mobile App) is the Service the Customer operates under its account and Plan.

1.4 The Service is built for customers operating in Australia and New Zealand. Local WHS and privacy rules still apply in the Customer's place of work. Governing law for this contract is set out in section 24. New Zealand customers should also read Appendix NZ.

1.5 Privacy. How we handle personal information is described in the SafetyAU Privacy Policy (Rev 1.6). That policy forms part of the Customer's agreement with us.

1.6 Order of precedence. If there is a conflict about the Service, this order wins:

1. a signed order form or in-app Plan confirmation for the Customer's account (including the then-current Plan Schedule details recorded for that account);
2. these Terms (including Schedule A as incorporated by reference);
3. the Privacy Policy (Rev 1.6 companion);
4. marketing or help content (which is not contractual).

1.7 Entire agreement. These Terms, the Privacy Policy (Rev 1.6), Schedule A (Plan Schedule) as applicable to the Customer's Plan, and any signed order / in-app Plan confirmation are the entire agreement about the Service and replace prior discussions on the same subject. They bind the Customer when accepted.

4. Parties and who is bound

2.1 Customer. The Customer is the paying organisation (business, company, partnership, trust, or other organisation) that holds the SafetyAU company account and Plan. The person who activates the company account or accepts these Terms on behalf of that organisation confirms they have authority to bind the Customer. In that case, "you" in these Terms means the Customer.

2.2 Authorised Users. Authorised Users are people the Customer allows to access the Service for the Customer's account. Depending on role and Plan, this may include owners, admins,

supervisors, workers, subcontractors, contractors, and visitors invited or admitted to Customer workflows.

2.3 Workers, subcontractors, and visitors. Workers, subcontractors, contractors, and visitors may use limited features (for example QR site sign-on, inductions, or field workflows) under the Customer's account. They are not the contracting Customer merely because they scan a QR code, create a worker profile, or complete a workflow.

2.4 QR scan is not billing acceptance. Scanning a QR code, signing onto a site, completing a worker acknowledgement, or using a field workflow:

- does not create a paid subscription;
- does not accept Plan fees or billing terms for that individual;
- does not create a personal guarantee, director guarantee, or individual liability for the Customer's fees; and
- does not make that person the Customer under these Terms.

Billing and Plan obligations sit with the Customer (and any payment method the Customer nominates), not with workers or visitors who only use field access.

2.5 Eligibility. The Service is offered for business and organisational use. Account owners who accept these Terms confirm they are at least 18 and have authority to bind the Customer. Authorised Users use the Service under the Customer's account and the Customer's responsibility.

2.6 If you do not agree to these Terms, do not create a Customer account or use the Service as Customer.

5. Definitions

In these Terms:

- Authorised User means anyone the Customer allows to access the Service for the Customer's account (including owners, admins, supervisors, workers, subcontractors, contractors, and visitors).
- Customer Content means data, documents, images, audio, text, records, configurations, and other material the Customer or its Authorised Users upload, enter, generate, or store in the Service.
- Marketing Website means the public marketing sites at safetyau.com and www.safetyau.com (and related public pages).
- Mobile App means any SafetyAU application distributed for iOS or Android (including TestFlight, Apple App Store, Google Play, or sideloaded builds we authorise).
- Plan means the Customer's trial or paid subscription tier and its then-current commercial limits, as shown at signup, in-app, on the live plan page, or on an order form, and as summarised in Schedule A.
- Plan Schedule means Schedule A to these Terms (allowances and commercial limits incorporated by reference; live numbers live on the published plan page / in-app Plan record).
- Service means the SafetyAU software and related services described in section 1.2, including the Web App and any Mobile App.

- Site means a workplace or location configured in the Service for the Customer's account.
- Web App means the browser-based SafetyAU product at app.safetyau.com (and any successor product host we nominate).
- WHS means work health and safety (and equivalent workplace safety duties under applicable law).

6. What SafetyAU is (and is not)

4.1 What we provide. SafetyAU is a software platform designed to help businesses build, manage, and record workplace safety management workflows and records. Depending on Plan and configuration, the Service may support things like:

- company and site setup;
- worker and contractor profiles and QR site sign-on;
- daily pre-starts and site awareness information;
- JHAs, Take 5s, and SWMS upload / sign-on;
- notices, acknowledgements, reviews, and corrective-action style workflows;
- registers, uploads, dashboards, and audit / proof style exports (where the Plan allows);
- AI-assisted drafting and suggestions (where enabled); and
- plan, billing, storage, and usage controls.

4.2 Workflows and records — not a compliance guarantee. We provide software tools, workflow structure, document support, prompts, records, visibility, and organisation of evidence. We do not guarantee compliance with any law, code, standard, client requirement, or contract. Completing a workflow or storing a record does not mean the Customer (or any duty holder) has discharged a legal duty.

4.3 Software tools, not a takeover of the Customer's safety system. We do not own, operate, control, implement, supervise, enforce, audit, certify, or legally approve the Customer's workplace safety management system.

4.4 We are not the Customer's duty holder. SafetyAU does not become the Customer's:

- PCBU (person conducting a business or undertaking);
- officer;
- supervisor;
- principal contractor;
- site controller;
- safety manager;
- inspector, certifier, or auditor;
- regulator or emergency service;
- competent person; or
- legal representative.

- 4.5 No transfer of WHS duties. Use of SafetyAU does not transfer, reduce, or remove any WHS or other legal duty owed by the Customer, its officers, workers, contractors, supervisors, or other duty holders under Australian law (including applicable WHS laws in the relevant State or Territory and Commonwealth law) or, where relevant, New Zealand law.
- 4.6 Not legal, safety, or compliance advice. The Service, including templates, prompts, AI suggestions, help content, and exports, is not legal advice, safety engineering advice, or a guarantee of compliance.
- 4.7 Marketing language. Marketing phrases such as “better protection for owners”, “audit ready”, or similar describe product features (organisation, visibility, records). They do not mean we guarantee compliance, eliminate liability, protect anyone from prosecution, or take over WHS duties. These Terms make no ASX or listed-company claims.
- 4.8 QR, clearance, and start-work authority. Without limiting section 5:
- a QR scan or site sign-on is attendance / access information only — it is not clearance to work;
 - completing a form or acknowledgement is not the same as signing a controlled document outside the Customer’s process, and is not by itself a legal execution of every document type;
 - a status label or workflow step is not supervisor review unless a competent Authorised User actually completes a review action the Customer has configured; and
 - nothing in the Service is, by itself, start-work authority.
- 4.9 Supervisor review features — not a universal contractual promise. Supervisor review features may be available depending on the Customer’s Plan and configuration. We do not contractually promise that human or supervisor review occurs before work starts for every workflow, site, or task. The Customer remains responsible for requiring review where law, client rules, or the Customer’s own system require it.

7. Customer responsibilities (core protection)

- 5.1 The Customer remains responsible for its safety system. The Customer remains responsible for adopting, configuring, reviewing, approving, implementing, communicating, supervising, monitoring, maintaining, and enforcing its own safety management system.
- 5.2 Suitability. The Customer must ensure its safety management system (including any document or workflow used via SafetyAU) is suitable for its business, workers, contractors, sites, tasks, plant, equipment, substances, risks, legal obligations, client requirements, industry requirements, and work methods.
- 5.3 Competent people. Only the Customer’s authorised and competent people may approve work, documents, controls, permits, or task readiness.
- 5.4 Document adoption. Any policy, procedure, SWMS, JHA, Take 5, inspection, register, checklist, induction, site notice, emergency plan, template, or other safety document created, generated, copied, imported, edited, stored, or managed in SafetyAU must be reviewed and adopted by the Customer before reliance or workplace use. Once adopted or used, it forms part of the Customer’s safety management system, not ours. The Customer remains responsible for ensuring each document is accurate, current, complete, suitable, legally compliant, and properly implemented.
- 5.5 On-site reality wins. Site conditions, task changes, weather, plant condition, worker competency, and other real-world factors can change quickly. The Customer must not treat

the Service as a substitute for competent supervision and dynamic risk management at the workplace.

5.6 Records are records. Completing a form, checklist, sign-on, acknowledgement, or workflow in SafetyAU creates a record. It does not, by itself, mean:

- the work was safe;
- controls were adequate or implemented;
- a person was competent or authorised; or
- any legal duty was discharged.

5.7 Missing warnings are not “all clear”. If the Service does not warn about a hazard, control, or requirement, that does not mean there is no hazard, control, or requirement.

5.8 Exports and “audit ready”. Exports, proof packs, and similar outputs (where the Plan allows) reflect records available in SafetyAU at the time of export. “Audit ready” means we help organise and export available records. It does not guarantee records are complete, legally sufficient, or accepted by any client, insurer, auditor, regulator, or court.

5.9 Keep your own copies. The Customer is responsible for exporting and retaining any records it needs for legal, regulatory, insurance, client, contractual, audit, investigation, or business purposes. Cancelling, suspending, downgrading, or losing access does not remove the Customer’s obligation to keep required safety records outside SafetyAU where required.

5.10 Sign-on is attendance, not clearance. Site sign-in, QR check-in, presence, or GPS/geofence records prove attendance information only (and may be inaccurate). They do not clear a person to start work, confirm authorisation for high-risk work, or replace competent supervision.

5.11 High-risk work. Completing a SafetyAU workflow does not mean high-risk work may proceed. Extra customer review gates in the product support the Customer’s process; SafetyAU does not approve high-risk work.

5.12 Permits and isolations. SafetyAU may help the Customer record or track permit-related information. SafetyAU does not issue, approve, verify, witness, or control actual permits, isolations, or authorisations.

5.13 Approvals are the Customer’s. Any “approve”, “review”, or similar action in the Service is a record of an Authorised User’s decision — not an approval by SafetyAU.

5.14 Notifications and reminders. Emails, push notices, and in-app reminders are convenience features. Delivery is not guaranteed. They must not be the Customer’s only safety-critical control.

5.15 Emergency features. Any emergency messaging or broadcast features support the Customer’s site process. They do not replace emergency procedures, emergency services, or site emergency systems.

5.16 Multi-party sites. On shared sites, each PCBU and duty holder keeps their own duties to the extent of their influence and control. SafetyAU does not allocate or transfer those duties between parties.

5.17 Incidents. Incident or hazard reports in SafetyAU are records the Customer creates. Unless we later offer an explicit, separately described feature, SafetyAU does not determine legal notifiability and does not notify regulators for the Customer.

- 5.18 Offline or outage. If required safety information or a required workflow step is unavailable because of an outage, offline gap, or configuration issue, the Customer must not proceed with work that depends on that step. Use the Customer's backup site process.
- 5.19 Help content. In-app help explains how to use the app. It is not legal, engineering, medical, or site-specific professional advice.
- 5.20 Jurisdiction and client rules. The Customer must comply with the WHS and other rules that apply to its sites (including State/Territory, Commonwealth, New Zealand where relevant, and client/site rules). SafetyAU does not customise itself automatically to every jurisdiction.
- 5.21 Psychosocial and sensitive workplace reports. SafetyAU may assist with recording and routing reports, but the Customer remains responsible for responding to psychosocial hazards, complaints, bullying, harassment, violence, aggression, fatigue, workload, and other workplace issues. The Customer must control access to sensitive reports appropriately. SafetyAU does not promise that every report is read or resolved.
- 5.22 Fitness for work. SafetyAU does not assess or verify fitness for work, fatigue, impairment, medical suitability, drug or alcohol status, psychological readiness, or ability to safely perform work.
- 5.23 Site maps. Map information is based on customer-supplied or customer-approved data. The Customer remains responsible for physically verifying map accuracy, keeping it current, and ensuring workers are properly informed on site.
- 5.24 Configuration. The Customer is responsible for reviewing and testing its SafetyAU configuration before use, including workflows, required fields, approval paths, roles, permissions, notification rules, site settings, templates, AI prompts, form logic, risk categories, document settings, and escalation rules. SafetyAU is not responsible for risks, incidents, losses, or compliance failures caused by unsuitable, incomplete, disabled, bypassed, incorrectly configured, or untested customer settings.
- 5.25 Suggested controls and hierarchy of control. Any control suggested, selected, displayed, copied, reused, imported, generated, or recorded in SafetyAU is not a determination that the control is adequate, effective, compliant, or suitable. The Customer must determine whether controls eliminate or minimise risk so far as is reasonably practicable in the actual circumstances. The Customer remains responsible for applying the hierarchy of control.
- 5.26 Control status labels. Labels such as "Declared in place", "To be confirmed", "Needs review", "At risk", "Pending", "Complete", "Ready", "Submitted", "Customer approved", or similar labels are workflow status labels only. They do not mean SafetyAU has verified the control, confirmed the risk level, approved the work, inspected the site, or determined that the task is safe or compliant.
- 5.27 Competency and induction records. Creating a worker profile, completing an induction acknowledgement, or storing a licence/competency record in SafetyAU does not mean SafetyAU has verified that the person is competent, licensed, inducted, fit for work, or authorised to perform a task.

8. Accounts, roles, and Authorised Users

- 6.1 The Customer must provide accurate registration information and keep it up to date.
- 6.2 The Customer is responsible for:
- all activity under its Customer account and Authorised User logins;

- keeping credentials secure;
- choosing who gets which roles and permissions; and
- making sure Authorised Users follow these Terms and the Customer's instructions.

6.3 The Customer must promptly disable access for people who leave the organisation or should no longer have access.

6.4 We may rely on instructions from users who appear to have admin or owner authority for the Customer's account.

6.5 Paid seats vs worker access (commercial model). Under the commercial model summarised in Schedule A:

- paid seats are typically for owner / admin / supervisor roles only;
- workers, subcontractors, contractors, and visitors are not treated as paid seats; and
- worker sign-ons are intended to be fair use under the company Plan.

Those people are still Authorised Users when accessing Customer workflows, and the Customer remains responsible for their use in connection with the Customer's account. Exact seat counts are commercial Plan details — they are not fixed as contractual numbers in these Terms beyond Schedule A / the live Plan record.

9. Licence to use the Service

7.1 Subject to these Terms and the Customer's Plan, we grant the Customer a limited, non-exclusive, non-transferable, revocable licence for its internal business use of the Service during an active subscription or trial.

7.2 The Customer must not (and must not allow others to):

- copy, modify, or create derivative works of the Service except as allowed by law or these Terms;
- reverse engineer, decompile, or attempt to extract source code except where non-excludable law allows;
- rent, lease, sell, sublicense, or provide the Service to third parties as a bureau service except as expressly permitted;
- bypass plan limits, security, or access controls;
- probe, scan, or load-test the Service in a way that harms availability without our written permission;
- use the Service to build a competing product using our confidential materials; or
- use the Service unlawfully or to infringe others' rights.

7.3 We may update, improve, or change features. Where a change materially reduces core paid functionality, we will take reasonable steps to notify account owners in advance, except for urgent security, legal, or abuse-prevention changes.

7.4 Availability. We will use commercially reasonable efforts to make the Service available. We may perform scheduled or emergency maintenance. Unless a separate written service level agreement says otherwise, we do not promise any specific uptime percentage.

7.5 Subprocessors. We may use subcontractors and subprocessors to help run the Service (for example hosting, email, payments, monitoring, and AI providers). Categories will be described in the Privacy Policy.

10. Acceptable use

8.1 The Customer must use the Service only for lawful purposes and in line with these Terms.

8.2 The Customer must not upload or transmit Customer Content that:

- it does not have the right to use;
- is unlawful, defamatory, or harassing;
- contains malware; or
- intentionally misrepresents safety conditions, competencies, or approvals.

8.3 The Customer must not use the Service to mislead clients, workers, regulators, or others about the status of safety work, approvals, or compliance.

8.4 We may investigate suspected misuse and suspend or restrict access where reasonably necessary to protect the Service, other customers, or to comply with law.

11. AI-assisted features

9.1 Where enabled on the Customer's Plan, SafetyAU may offer AI-assisted tools that help draft, suggest, structure, summarise, or speed up safety workflows (for example hazard or control suggestions, draft wording, or help content).

9.2 Suggestions only. AI-assisted content may be incomplete, inaccurate, outdated, or unsuitable for the Customer's specific site, task, workers, equipment, or legal requirements. It does not become valid, approved, suitable, or compliant merely because SafetyAU generated it.

9.3 Human review required (for AI content). Before relying on AI-assisted content or using it as part of the Customer's safety management system, the Customer must review, edit where required, verify against actual conditions, and approve/adopt it through the Customer's own competent processes. This is about AI output quality and adoption. It is not a promise that the product always blocks work until a supervisor reviews every workflow (see section 4.9).

9.4 AI cannot approve work. AI outputs, prompts, suggestions, ratings, summaries, or recommendations do not approve, authorise, certify, or permit any work to proceed. Only the Customer's authorised and competent people may do that.

9.5 Inputs. If the Customer or an Authorised User includes personal information, confidential information, or site details in AI prompts, the Customer is responsible for having the right to do so.

9.6 No training claims beyond policy. How prompts and outputs may be used for service improvement or model providers is described in the Privacy Policy. We will not claim that AI "approves", "certifies", or "guarantees compliance".

9.7 AI limits. Plan limits may cap AI assists. Where AI limits are reached, the intended product behaviour is to block AI drafting, not to block manual workflows (JHA, Take 5, SWMS, Pre Start, worker sign-on, and similar). Unused AI allowances do not create a refund unless required by law or a written offer says otherwise.

9.8 Not a statement of law or standards. AI-generated outputs may include assumptions, errors, omissions, unsupported statements, outdated information, or content that appears authoritative but is not correct. The Customer must not rely on any AI-generated output as a statement of law, regulation, code, Australian Standard, manufacturer requirement, engineering requirement, or site requirement unless it is independently verified by a competent person using appropriate source material.

12. Marketing Website, Web App, and Mobile Apps

10.1 Marketing Website. Content on safetyau.com and www.safetyau.com is general information about SafetyAU. It may change. It is not an offer unless we expressly say so. Using the Marketing Website — including browsing, submitting lead or early-access forms, or following links to the Web App — is covered by these Terms where relevant.

10.2 Web App. app.safetyau.com is the SafetyAU product application for company accounts, workflows, and Authorised Users. Creating an account, signing in, or using features on the Web App is use of the Service under these Terms and the Customer's Plan.

10.3 Same account, multiple surfaces. The Customer's account, Plan, and acceptance records may apply across the Marketing Website (where relevant), the Web App, and any Mobile App. The Customer does not get separate "sets" of Terms by switching between safetyau.com, www.safetyau.com, app.safetyau.com, or a Mobile App.

10.4 Early-access or lead forms on the Marketing Website collect contact details to respond to enquiries. Submitting a form does not create a paid subscription until the Customer completes account activation and any required acceptance steps.

10.5 Demo or preview environments may show acceptance checkboxes for design review only. Unless we clearly state that acceptance is being recorded for a live account, preview ticks are not legal acceptance.

10.6 Early access / beta. Features labelled beta, early access, preview, or "coming soon" may change, break, or be withdrawn. They are provided as-is to the extent permitted by law. Marketing screenshots and sample content are illustrations only.

10.7 Mobile Apps (Apple and Google). If we publish a Mobile App for Apple devices (including through the Apple App Store) or Android devices (including through Google Play):

- these Terms apply to download and use of that Mobile App, in addition to any store rules that apply between the Customer / user and Apple or Google;
- the Mobile App is licensed, not sold, under section 7 for use on devices the user owns or controls, as allowed by the applicable store's usage rules;
- the Customer and users must comply with Apple's and Google's terms, policies, and usage rules for the store used;
- device permissions (camera, photos, notifications, location/GPS, and similar) are controlled by the user and device settings; granting a permission does not change the responsibility rules in section 5;
- we may update the Mobile App, require a minimum OS version, or stop supporting old versions; and
- store ratings, reviews, and storefront descriptions are not part of these Terms.

10.8 Apple App Store — additional terms. If a Mobile App is downloaded from Apple, the Customer and SafetyAU acknowledge that:

- these Terms are between the Customer / end user and SafetyAU only — not with Apple;
- Apple has no obligation to provide maintenance or support for the Mobile App;
- to the maximum extent permitted by law, Apple has no warranty obligation for the Mobile App; any claims relating to the Mobile App are between the claimant and SafetyAU (subject to these Terms and non-excludable law), not Apple;
- Apple is not responsible for addressing claims about the Mobile App or possession/use of it, including product liability, legal/regulatory failure to meet requirements, consumer protection claims, or IP infringement claims;
- if the Mobile App fails to meet an applicable warranty that cannot be excluded, the user may notify Apple and Apple may refund the Mobile App purchase price (if any) — and to the maximum extent permitted by law Apple has no other warranty obligation;
- Apple and its subsidiaries are third-party beneficiaries of these Terms as they relate to the licence of the Mobile App, and Apple may enforce those terms as a third-party beneficiary; and
- the downloader represents they are not in a country subject to an Australian, US, or other applicable embargo (as relevant to store rules) and are not on a prohibited-party list that would bar the download under store rules.

10.9 Google Play — additional terms. If a Mobile App is downloaded from Google Play, Google Play's terms and policies also apply. These Terms are between the Customer / end user and SafetyAU. Google is not responsible for the Mobile App or these Terms, except to the extent Google's own terms say otherwise about the store itself.

10.10 Store fees and billing. Purchases, subscriptions, or taxes processed by Apple or Google are also subject to that store's billing rules (including refund pathways). Where we bill the Customer directly (for example for a Plan on the Web App), section 11 applies. If both store billing and direct billing could apply, the charge pathway shown at purchase wins for that fee.

13. Trials, Plans, billing, and cancellation

11.1 Plans and Schedule A. Available Plans, prices, site limits, storage, AI allowances, export rights, seat models, and other changeable commercial allowances are described:

- on our published pricing / plan pages;
- in-app plan screens or order confirmations; and
- in Schedule A (Plan Schedule) to these Terms.

Schedule A is incorporated by reference. If there is a conflict between marketing copy and the Customer's order confirmation / in-app Plan record, the order confirmation / in-app Plan record wins for billing entitlements. These Terms do not fix dollar prices.

11.2 Commercial rules. The following rules summarise Pricing Model v2. They must match the live Plan page / in-app Plan record at the time of purchase or trial activation. Exact dollar prices, exact seat counts, exact storage gigabytes, exact AI assist counts, or exact retention day counts in any pricing document are not contractual promises in these Terms unless they appear in the Customer's then-current Plan record.

11.3 No conversion mechanics invented here. These Terms do not:

- invent automatic trial-to-paid conversion;
- require a card on file for trial unless the live checkout flow clearly says so and the Customer accepts that flow;
- invent a refund policy beyond non-excludable ACL (and other non-excludable law) rights; or
- invent retention periods as hard contractual days beyond what the live Plan Schedule states.

11.4 Fees and GST. Paid Plans are charged in Australian dollars (AUD) unless we say otherwise. SafetyAU is not currently registered for GST. Fees are generally not charged with GST unless SafetyAU's GST registration status changes and we notify you and/or update these Terms. SafetyAU does not claim GST invoice status while unregistered. The Customer authorises us (and our payment provider) to charge the Customer's nominated payment method for recurring fees and any other amounts that lawfully apply under the Plan where the Customer has provided a payment method for a paid Plan. If SafetyAU later registers for GST, pricing and invoicing treatment will be updated by notice / Terms update.

11.5 Renewals. Paid Plans renew automatically for the same billing period unless the Customer cancels in the manner we provide before the renewal date, or we agree otherwise in writing. On renewal we will charge the nominated payment method. If we increase prices, we will give reasonable notice before the new price applies to the next period; the Customer may cancel before that period starts.

11.6 Cancellation. The Customer may cancel a paid Plan in the manner we provide in-app or by contacting support. Cancellation usually takes effect at the end of the current paid period unless a Plan says otherwise. The Customer remains responsible for fees already incurred. Cancellation does not delete the Customer's WHS record-keeping duties outside the Service.

11.7 Trial end. When a trial ends without the Customer starting a paid Plan, we may limit, suspend, or delete access and Customer Content in line with our retention practices and any notices we give. Export during trial may be unavailable — the Customer should plan ahead if it needs records outside the Service. These Terms do not create an automatic charge at trial end.

11.8 Downgrades. Downgrading may reduce sites, seats, storage, AI, or export features. We are not obliged to preserve features outside the new Plan. Excess data may need to be removed or archived according to Plan rules.

11.9 No-export / upgrade-to-export. Where a Plan or trial excludes exports, the Customer must upgrade (or use any separately offered paid export option, if we provide one) to export. This is a commercial limit, not a statement that records are unimportant — the Customer should keep required records by other means if it stays on a no-export Plan.

11.10 Refunds. Except where non-excludable law requires (including the ACL), fees are non-refundable. Nothing in these Terms excludes consumer guarantees the Customer cannot lawfully waive.

11.11 Price changes. We may change Plan prices with reasonable notice to account owners for the next billing period. Continued use after the effective date constitutes acceptance of the new price for that period, subject to cancellation rights and non-excludable law.

11.12 Failed payments. If payment fails on a paid Plan, we may retry, notify the Customer, and suspend paid features after a reasonable period. We may keep limited access for required safety workflow completion where we reasonably can, but we do not guarantee continued access without payment.

14. Storage, retention, and archives

- 12.1 Storage quotas, live retention, and archive rules depend on the Customer's Plan and Schedule A / live Plan record. Exact retention days are not stated as fixed contractual periods in these Terms.
- 12.2 We may apply technical limits (for example compressing images, blocking certain file types such as video at launch, or restricting non-critical uploads when storage is full) while aiming to preserve required safety workflow steps where practicable. At full storage, required safety steps should not be blocked solely because storage is full; limited critical evidence uploads may still be allowed.
- 12.3 We may delete or archive Customer Content after account closure, trial expiry, or Plan retention periods, after any notice we reasonably provide. Export what you need before that happens (where the Plan allows exports).
- 12.4 Backups and redundancy are for our operational continuity. They are not a substitute for the Customer's own retention program.

15. Customer Content and intellectual property

- 13.1 Customer content. As between the Customer and us, the Customer retains ownership of Customer Content. The Customer grants us a worldwide, non-exclusive licence to host, process, transmit, display, and otherwise use Customer Content only as needed to provide, secure, maintain, and improve the Service, to follow the Customer's instructions, and to comply with law.
- 13.2 Our IP. We (and our licensors) own the Service, software, branding, templates we supply as product IP, documentation, and all related intellectual property. No rights are granted except the licence in section 7.
- 13.3 Feedback. If the Customer or Authorised Users give feedback or suggestions, we may use them without obligation to the Customer.
- 13.4 Third-party material. If the Customer uploads third-party documents (for example a client SWMS), the Customer confirms it has the rights needed to do so.
- 13.5 Anonymised and aggregated data. We may create anonymised or aggregated data from use of the Service that does not identify the Customer or its workers, and use that data to operate, secure, and improve the Service.
- 13.6 Publicity. Neither party may use the other's name or logo in publicity, case studies, or marketing without prior written consent, except that we may include the Customer's company name in a plain customer list unless the Customer tells us not to in writing.
- 13.7 Benchmarks. The Customer must not publish performance or security benchmark tests of the Service without our prior written consent.

16. Confidentiality

- 14.1 Each party must keep the other's confidential information secure and use it only for performing under these Terms, except for information that is public (other than by breach), independently developed, or required to be disclosed by law.
- 14.2 Customer Content is the Customer's confidential information, subject to the licence in section 13 and our Privacy Policy.

17. Privacy and data

- 15.1 The Customer must only upload personal information it is entitled to collect and use, and must configure access permissions appropriately.
- 15.2 The Customer controls many in-product access decisions (roles, sites, visibility). Misconfiguration by the Customer is the Customer's responsibility.
- 15.3 We use subprocessors as needed to run the Service (hosting, database, email, error monitoring, payments, analytics, and AI providers as applicable). Categories and details are described in the Privacy Policy.
- 15.4 Location / GPS / geofence features (if enabled) are tools for the Customer's operational processes. Attendance or presence recorded in the Service is not, by itself, permission to work or proof that work was safe.
- 15.5 Security. We use commercially reasonable administrative, technical, and organisational measures designed to protect the Service. No method of transmission or storage is completely secure. The Customer remains responsible for account credentials, device security, and how it configures access inside its Customer account.
- 15.6 Privacy Policy pointer. For collection, use, disclosure, overseas disclosure, and individual rights, see the SafetyAU Privacy Policy (Rev 1.6). These Terms do not replace that policy.

18. Third-party services

- 16.1 The Service may interoperate with third-party services (payment providers, identity providers, analytics, AI model providers, and similar). Those services have their own terms. We are not responsible for third-party outages or changes outside our reasonable control, except to the extent non-excludable law says otherwise.

19. Warranties and Australian Consumer Law

- 17.1 We provide the Service with reasonable care and skill and substantially as described for the Customer's Plan.
- 17.2 No extra guarantees. To the maximum extent permitted by law, we do not warrant that the Service will be uninterrupted, error-free, or that it will make the Customer compliant with any WHS or other legal duty, or that AI or templates will be complete or correct for the Customer's circumstances.
- 17.3 Non-excludable rights. If the Customer is a consumer under the Australian Consumer Law (ACL), the Customer has guarantees that cannot be excluded. Where we are allowed to limit our liability for failure to comply with those guarantees, our liability is limited to, at our option:
- re-supplying the services; or
 - paying the cost of having the services re-supplied.
- 17.4 Nothing in these Terms excludes, restricts, or modifies any right or remedy the Customer has under the ACL or other laws that cannot be excluded.
- 17.5 New Zealand rights. If New Zealand law gives the Customer non-excludable rights (including under the Consumer Guarantees Act 1993 or Fair Trading Act 1986 where they apply), nothing in these Terms excludes those rights. See Appendix NZ.

20. Liability

- 18.1 Indirect loss. To the maximum extent permitted by law, we are not liable for consequential, indirect, incidental, special, or punitive loss, or for lost profits, lost revenue, lost data (beyond our backup obligations described here), lost opportunity, or business interruption, whether in contract, tort (including negligence), statute, or otherwise — except to the extent caused by our fraud, wilful misconduct, or liability that cannot be limited by law.
- 18.2 Proportionate cap. Subject to sections 17.3 and 17.4 and any liability that cannot be limited by law, our total aggregate liability arising out of or in connection with these Terms or the Service in any 12-month period is limited to the fees the Customer paid us for the Service in the prior 12 months. For a Customer on a free trial who has paid no fees in that period, the cap is the greater of (a) fees paid in that period and (b) AUD \$100.
- 18.3 No total waiver. These Terms do not seek a total waiver of all liability. Limitations are intended to be clear, balanced, and ACL/UCT-aware. They are not intended to be unfair contract terms under Australian law. If a court finds any part unenforceable, the remainder still applies.
- 18.4 Customer responsibility for workplace outcomes. Workplace safety outcomes depend on factors outside the Service. We are not liable for injury, illness, property damage, prosecution, regulatory action, or contractual claims arising from the Customer's (or its workers'/contractors') acts, omissions, site conditions, or failure to review and adopt content — except to the extent caused by our breach of these Terms or liability that cannot be excluded.

21. Indemnity

- 19.1 The Customer indemnifies us against reasonable losses, damages, and expenses (including reasonable legal costs) arising from:
- Customer Content;
 - the Customer's breach of these Terms;
 - the Customer's misuse of the Service; or
 - claims that the Customer's safety documents, approvals, or workplace conduct infringed third-party rights or caused loss,

except to the extent caused by our breach of these Terms, negligence, or fraud.

- 19.2 This indemnity is scoped as above. It is not a blanket indemnity for all third-party claims unrelated to the Customer's content, breach, misuse, or workplace conduct.

22. Acceptance, acknowledgements, and records

- 20.1 Electronic acceptance. Clicking "I agree", ticking acceptance boxes, e-signing, or otherwise indicating acceptance in the Service has the same effect as signing a written contract. We may keep acceptance records (including who accepted, when on server time, which document versions, and which ticks) and rely on them.

- 20.2 Owner / company activation — Variant A. For company activation, the intended acceptance model is:

Body (shown once):

I understand SafetyAU helps my business manage and record safety workflows, but my business remains responsible for reviewing, approving, implementing, supervising and maintaining its own safety system.

Required ticks (both):

1. I agree to the SafetyAU Terms and Privacy Policy.
2. I understand my business remains responsible for its safety system.

Both ticks must be completed before the company account is fully activated. Tick 1 must link to the then-current Terms and Privacy Policy.

20.3 Workers / field users — separate short acknowledgement. Workers, subcontractors, contractors, and visitors should receive a separate short acknowledgement, not the full Customer billing acceptance. Field acknowledgement must not accept Plan fees or create a personal guarantee. Typical themes: follow site instructions; records are records; SafetyAU is not the employer/PCBU; ask a supervisor if unsure.

20.4 Acceptance records. At successful company activation (and at material re-acceptance events), we may record, using server time: company / account identifier; actor user identifier; accepted_at timestamp; UI route used; acknowledgement text version or hash; Terms document id and version; Privacy document id and version; tick_terms_privacy = true; tick_responsibility = true; and an immutable activity-log style entry in the same provisioning transaction where the product supports it. Preview-only screens that state no acceptance is saved do not create legal acceptance.

20.5 By creating an account, activating a company workspace, completing Variant A ticks, starting a trial, paying for a Plan, or otherwise using the Service as Customer, the Customer agrees to these Terms and the Privacy Policy.

23. Suspension and termination

21.1 The Customer may stop using the Service and cancel as described in section 11.

21.2 We may suspend or terminate access immediately if:

- the Customer materially breaches these Terms and fails to remedy within a reasonable time after notice (or immediately if remedy is not practicable);
- we reasonably believe suspension is needed for security, legal compliance, or to prevent harm; or
- required by law.

21.3 We may discontinue the Service with reasonable notice where practicable. We will provide a reasonable opportunity to export Customer Content where the Plan allows exports and it is technically feasible.

21.4 On termination, the Customer's licence ends. The following continue: sections 5 (customer responsibilities), 9 (AI), 13–19 (IP, confidentiality, privacy acknowledgements, third parties, warranties, liability, indemnity), 20–24 (acceptance records themes, changes, notices, general, contact), Schedule A survival as needed for accrued fees, Appendix NZ non-excludable rights, and any other terms that by nature should survive.

24. Changes to these Terms

- 22.1 We may update these Terms from time to time. We will publish the new version with a new version number and date, and notify account owners by reasonable means (for example email or in-app notice) for material changes.
- 22.2 If the Customer continues to use the Service after the effective date of updated Terms, the Customer accepts them — except where non-excludable law requires a different acceptance method, or where we ask the Customer to re-accept in-product.
- 22.3 For company activation, we may require acceptance of a specific Terms version (and Privacy Policy version). We may store an acceptance record including who accepted, when (server time), which version, and which ticks were completed.

25. Notices

- 23.1 We may notify the Customer via the Service, the email on the Customer's account, or other contact details the Customer provides.
- 23.2 The Customer may notify us at info@safetyau.com or any updated address we publish.

26. General

- 24.1 Disputes. Before starting court proceedings (other than for urgent injunctions or debt recovery we are legally entitled to pursue), each party will try in good faith to resolve the dispute by negotiation for at least 14 days after written notice of the dispute.
- 24.2 Governing law. These Terms are governed by the laws of Western Australia and the Commonwealth of Australia. Courts in Western Australia may hear disputes, subject to any non-excludable consumer rights (including for New Zealand customers where applicable).
- 24.3 Severability. If a clause is unenforceable, the rest remains in effect.
- 24.4 Assignment. The Customer may not assign or transfer these Terms without our prior written consent (not to be unreasonably withheld for a genuine corporate restructure of the Customer). We may assign these Terms to an affiliate or to a successor as part of a restructure, merger, or sale of assets or equity, and will give notice where reasonable. These Terms bind permitted successors and assigns.
- 24.5 No waiver. A failure to enforce a right is not a waiver.
- 24.6 Relationship. Nothing creates a partnership, employment, or fiduciary relationship. We are an independent software provider.
- 24.7 Force majeure. Neither party is liable for delays or failures caused by events beyond reasonable control, except payment obligations already due.
- 24.8 Interpretation. Headings are for convenience. "Including" means "including without limitation". Australian English spelling applies.
- 24.9 Compliance with law. Each party must comply with applicable laws in connection with these Terms, including anti-bribery and sanctions laws that apply to it.
- 24.10 No personal guarantee implied. Nothing in these Terms requires a director, owner, worker, or visitor to give a personal guarantee of the Customer's obligations unless a separate written guarantee is expressly signed.

27. Contact

SafetyAU

Jonathan Andre Soepnel trading as SAFETYAU SYSTEMS

ABN 77 169 571 748

15 Grenfell Avenue, Duncraig WA, Australia

Email: info@safetyau.com

Web: <https://safetyau.com>

28. Schedule A — Plan Schedule (incorporated by reference)

Changeable commercial allowances live here and on the published plan page. The order-form / in-app Plan confirmation for a specific Customer account prevails over this Schedule for that account's entitlements. These Terms do not fix dollar prices.

Theme	Commercial rule
Trial	30-day Lite Trial; plan key trial_lite
Trial scope	1 company; 2 active sites
Trial exports	No product exports on trial (PDF / proof / audit / archive style exports locked)
Paid seats	Owner / admin / supervisor roles only (exact counts are Plan details, not fixed here)
Workers	Free fair-use worker / contractor / visitor sign-ons under the company Plan
AI limits	AI caps block AI drafting; they should not block manual safety workflows
Storage full	At full storage, do not block required safety steps; limited critical evidence uploads may still be allowed while non-critical uploads are restricted
Item	Value
Plan names	Lite Trial (trial_lite); Lite; Pro; Business; Enterprise
Trial length	30-day Lite Trial
Trial company / sites	1 company; 2 active sites
Trial exports	No product exports
Fees	As shown at checkout and on the live plan page (AUD). These Terms do not fix dollar prices.
GST treatment	SafetyAU is not currently registered for GST.

	Fees stated in AUD; generally not charged with GST unless registration changes and we notify / update Terms. SafetyAU does not claim GST invoice status while unregistered.
Active site limits	Trial and Lite: 2 active sites. Pro: 5. Business: 20. Enterprise: as agreed in writing or at checkout.
Paid seats (owner / admin / supervisor)	Paid seats for owner/admin/supervisor only; exact counts as shown at checkout
Worker / contractor / visitor access	Fair use under company Plan; not paid seats
Live storage included	As shown at checkout / live plan page
Behaviour at full storage	Do not block required safety steps; limited critical evidence uploads; restrict non-critical uploads
AI assist allowances	As shown at checkout / live plan page
Behaviour at AI limit	Block AI drafting; do not block manual safety workflows
Export rights by Plan	Trial: no product exports. Paid Plans: as shown at checkout / live plan page
Live / archive retention	As shown at checkout / live Plan record
Support level	As shown at checkout / live plan page
Add-ons	As shown at checkout / live plan page
Payment method requirements	As required by the live checkout flow. These Terms do not require a card on file for trial unless checkout says so.
Trial end behaviour	Access may be limited, suspended or deleted if the Customer does not start a paid Plan. These Terms do not create automatic conversion to a paid Plan.

29. Appendix NZ — New Zealand customers

NZ-1 Non-excludable rights. Nothing in these Terms excludes any right or remedy a New Zealand Customer has under New Zealand law that cannot be excluded, including (where they apply) the Consumer Guarantees Act 1993 and the Fair Trading Act 1986.

NZ-2 Business use. These Terms do not contract out of the Consumer Guarantees Act 1993.

NZ-3 Privacy. New Zealand privacy obligations may apply in addition to Australian privacy law. See the Privacy Policy (Rev 1.6).

NZ-4 WHS / HSWA. Use of SafetyAU does not transfer duties under the Health and Safety at Work Act 2015 (NZ) or related regulations. The Customer and other duty holders keep their own duties.

NZ-5 Currency and tax. Unless an order form says otherwise, fees remain denominated as stated at checkout (typically AUD). SafetyAU does not currently charge New Zealand GST.

NZ-6 Governing law. Section 24.2 still applies unless a signed order form for an NZ Customer states a different governing law / forum. Non-excludable NZ rights still apply.

NZ-7 A fuller New Zealand schedule may be issued later.

End of Customer Subscription Terms — Rev 1.6