# Staqr Online Terms and Conditions

**Your attention is drawn to the following key terms:**

A. You are responsible for the acts and omissions of any user of the Supplies as if they were your own acts or omissions (regardless of whether that user was authorised by you or not).

B. You acknowledge and agree that we are not responsible for your use of the Supplies, or any actions you take or conclusions you reach based on your use of the Supplies.

C. Important restrictions, obligations and disclaimers in relation to the Supplies are set out in clauses 6 and 11. You must review these carefully and, in several areas, it is your responsibility to ensure that any users observe these terms.

D. Please ensure that you understand all the limitations of the Supplies, as well as our arrangement for Charges, before you start using the Supplies.

E. Subscriptions automatically renew unless either party gives 30 days' notice of non-renewal.

F. You cannot cancel a Subscription part-way through the Initial Subscription Period or any Subscription Renewal Period.

G. Typically, payments of Charges are non-refundable.

H. Important limitations of our liability are set out in clause 12. Subject to exclusions and further limitations, our maximum total liability to you in connection with this Contract:

   a. in any 12-month period is limited to the actual Charges paid by you under this Contract in the 12-month period preceding the matter or event giving rise to the claim; and

   b. in total is limited to the actual Charges paid by you under this Contract.

I. This Contract is governed by the laws of New South Wales, Australia.

These Terms were most recently updated on 22 October 2025.

## 1. Who we are and how to contact us

1.1 We are Staqr Pty Ltd ACN 679 667 488 of Level 22, 2 Market Street, Sydney NSW 2000 (**we**, **us** and **our**).

1.2 To contact us, please email us at info@staqr.com.au.

## 2. Understanding these Terms

2.1 We use **bold text** in these Terms to identify where a word has been given a specific meaning. For example, **you** and **your** refer to the party that is identified as our customer in an Order.

## 3. Placing an order and its acceptance

3.1 We supply **Products** and/or **Services** which together, we refer to as **Supplies**.

3.2 Depending on what you order, we may require you to place an order for Supplies using our order form, statement of work or by following the onscreen prompts on our website or online portal (**Order**). Once an Order has been agreed, a contract comprising these terms and conditions (**Terms**) and the Order between you and us will come into existence (**Contract**).

3.3 The date on which the Order has been agreed is the **Commencement Date**.

**4. Access Periods and Subscriptions**

4.1 Usually, access to our Products is by way of subscription (**Subscription**). A Subscription commences on the **Subscription Start Date** set out in the Order and continues for:

(a) the **Initial Subscription Period** set out in the Order; and

(b) any Subscription Renewal Periods,

(the Initial Subscription Period and any Subscription Renewal Periods are together, the **Access Period**).

4.2 Unless either party gives 30 days' notice before the expiry of the Initial Subscription Period, the Subscription will renew for a period equal to the Initial Subscription Period (**Subscription Renewal Period**).

4.3 Unless either party gives 30 days' notice before the expiry of a Subscription Renewal Period, the Subscription will renew for a further Subscription Renewal Period (and will continue to do so).

4.4 It is not possible to cancel a Subscription part-way through the Initial Subscription Period or any Subscription Renewal Period.

4.5 Occasionally, in an Order, we might agree to a different period in which you may access the Products (in which case that period will be the **Access Period**).

**5. Services**

5.1 We must provide any Services with reasonable care and skill.

5.2 We will use reasonable endeavours to provide any Services by the applicable delivery date set out in the Order.

5.3 We will not be responsible for any failure to provide the Services where any assumptions stated in the Order are not met.

**6. Your obligations**

6.1 It is your responsibility to ensure that:

(a) the terms of your Order are complete and accurate;

(b) you cooperate with us in all matters relating to the Supplies;

(c) you provide us with such information and materials we may reasonably require in order to supply the Supplies, and ensure that such information is complete and accurate in all material respects;

(d) you obtain and maintain all necessary licences, permissions and consents which may be required for the Supplies before the date on which the Supplies are to be provided; and

(e) you comply with all applicable laws.

6.2 If our ability to provide the Supplies is prevented or delayed by any failure by you to fulfil any obligation listed in clause 6.1 (**Your Default**):

(a) we will be entitled to suspend access to the Supplies until you remedy Your Default, and to rely on Your Default to relieve us from the obligation to provide the Supplies, in each case to the extent Your Default prevents or delays our provision of the Supplies. In certain circumstances Your Default may entitle us to terminate the Contract under clause 14 (**Termination**);

(b) we will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our failure or delay to provide the Supplies; and

(c) it will be your responsibility to reimburse us on written demand for any costs or losses we sustain or incur arising directly or indirectly from Your Default.

6.3 You are responsible for all use of the Supplies, and must ensure that no person uses the Supplies:

(a) in breach of this Contract;

(b) for any purpose other than your internal business;

(c) in a manner that breaks any law or infringes any person's rights;

(d) in any way that damages, interferes with or interrupts the supply of the Supplies;

(e) to transmit, publish, communicate, view or create any material that is or may be pornographic, defamatory, offensive, menacing, unwanted, obscene, illegal or unlawful;

(f) in a way that infringes any third party's intellectual property rights; or

(g) in a way that disrupts, misuses or excessively uses our (or any of our third-party service provider's) hardware, bandwidth access, storage space or our (or any of our third-party service provider's) other resources.

6.4 Additionally, you must not:

(a) permit any third party to access the Supplies;

(b) lease, sublicence, resell or otherwise distribute Supplies or content from the Supplies;

(c) create derivate works based on any Supplies or our website;

(d) copy, frame or mirror any part or content of any Supplies or our website;

(e) reverse engineer any Supplies or our website; or

(f) access any Supplies or our website in order to:

(i) build a competitive product or service, or

(ii) copy any features, functions or graphics of any Supplies or our website,

and must ensure that no person does any of the acts described in clause 6.4(a) to 6.4(f).

6.5 You are responsible for the acts and omissions of any user of the Supplies as if they were your own acts or omissions (regardless of whether that user was authorised by you or not).

6.6 Subject to clause 12.4, you acknowledge and agree that we are not responsible for your use of the Supplies, or any actions you take or conclusions you reach based on your use of the Supplies.

## 7. Charges

7.1 In consideration of us providing the Supplies, you must pay our charges (**Charges**) in accordance with this clause 7.

7.2 The Charges are the prices set out in the Order.

7.3 Our Charges are exclusive of goods and services tax (**GST**). Where GST is payable in respect of some or all of the Supplies, you must pay us such additional amounts in respect of GST, at the applicable rate, at the same time as you pay the Charges.

## 8. Payment

8.1 We will invoice you at the frequency described in the Order. If no frequency is stated, we will invoice in advance.

8.2 You must pay our invoices in full within 21 days of the date of the invoice.

8.3 To the extent permitted by law, payments are non-refundable.

8.4 If you fail to make a payment under the Contract by the due date, then, without limiting our remedies under clause 14 (Termination), you will have to pay interest on the amount unpaid at the Reserve Bank of Australia's daily cash rate (as published on the RBA website) plus 4% per annum. Interest accrues on a day to day basis from the due date up to and including the date of actual payment.

## 9. Intellectual property rights

9.1 All intellectual property rights in or arising out of or in connection with the Supplies will be owned by us (or our licensors).

9.2 We agree to grant you a fully paid-up, worldwide, non-exclusive, royalty-free licence during the Access Period to access the Products specified in your Order for the purpose of receiving and using those Products in your business. You may not sub-license, assign or otherwise transfer the rights granted in this clause 9.2.

9.3 You grant us a fully paid-up, non-exclusive, royalty-free, worldwide, non-transferable licence to copy and modify any materials provided by you to us for the purpose of providing the Supplies to you.

9.4 The Supplies may include or incorporate components that are made available by third parties under open source licences (**Open Source Software**). The Open Source Software is licensed to us under the terms of the applicable open source licences. Copies of those licences and the relevant notices are available on request. To the extent required by the terms of any such open source licence:

(a) the terms of that licence will apply to the relevant Open Source Software instead of any inconsistent terms in this Contract; and

(b) nothing in this Contract limits the Customer’s rights under such licences.

Except as required under an applicable open source licence, and to the extent permitted by law, the Open Source Software is provided “as is” without any warranty or indemnity from us.

## 10. How we may use your personal information

10.1 We will use any personal information you provide to us to:

(a) provide the Supplies;

(b) process your payment for the Supplies;

(c) inform you about similar products or services that we provide, but you may stop receiving this information at any time by contacting us; and

(d) as provided for in our Privacy Policy which is available here.

10.2 Each party agrees to comply with its obligations under the *Privacy Act 1988* (Cth) and any other legislation affecting privacy, personal information or the collection, handling, storage, processing, use or disclosure of data to the extent that such legislation applies to that party in connection with performance of this Contract (**Privacy Laws**).

10.3 You agree to procure all permissions and make all disclosures necessary to allow us (and any Relevant Supplier) to obtain, use and disclose the personal information and sensitive information (as those terms are used in the *Privacy Act 1988* (Cth)) that you and any user provide or make available to us (and/or a Relevant Supplier) in the course of this Contract, or that we (and/or a Relevant Supplier) access from any user or platform in the course of providing the Supplies, for the purpose of this Contract (and any other purpose set out in our Privacy Policy).

10.4 You must give us all assistance reasonably required and comply with all reasonable directions given by us from time to time in relation to our Privacy Policy, our compliance with the Privacy Laws or any investigation, any request or enquiry (formal or otherwise) from the Office of the Australian Information Commissioner or any other regulatory body regarding the information disclosed to us under this Contract.

10.5 You must notify us immediately if you become aware of any breach or likely breach of this clause 10.

10.6 You must ensure that your computer network is secure. We are not responsible for the security of your computer network.

10.7 You agree to indemnify us and hold us harmless against all claims, loss, damage, costs, expenses, legal fees, penalties, fines, demands or liability that we incur or suffer arising out of or in connection with your breach of this clause 10.

## 11. Restrictions, obligations and disclaimers

11.1 You represent and warrant to us that:

(a) all information given to us in relation to this Contract is correct, complete and not misleading; and

(b) any material that you supply and that is used by us will not and does not infringe or breach any third party rights or terms and conditions.

11.2 Subject to clause 12.4, and to the extent permitted by law:

(a) we do not guarantee that the Products, or any services provided in connection to the Products, will always be available, uninterrupted or be error-free;

(b) the Supplies are provided on an "as is" and "as available" basis, and (except as set out in these Terms) we make no representations or warranties, express or implied, regarding the operation or availability of the Supplies;

(c) we may change the content of a Product from time-to-time providing we do not remove material functionality without providing an equivalent or better replacement to that functionality;

(d) without limiting the generality of clauses 11.2(a) and 11.2(b), we do not warrant that the Supplies will meet your requirements, will operate in any combination that may be selected for use by you or in combination with other software;

(e) we will use reasonable efforts to correct material software errors and defects but do not warrant that all software errors, defects or inefficiencies will be corrected; and

(f) you are responsible for the configuration, data accuracy, suitability and use of any Supplies under this Contract.

11.3 Among other things, the operation and availability of the systems used for accessing the Supplies, including computer networks and the internet, can be unpredictable and may from time to time interfere with or prevent access to the Supplies. Subject to clause 12.4, we are not responsible or liable for any of these failures.

11.4 Subject to clause 12.4 and to the extent permitted by applicable law, we exclude all express, statutory and implied conditions, guarantees and warranties in relation to any Supplies other than the warranties expressly set out in this Contract.

11.5 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us.

11.6 The Products are directed to users who are residing in and accessing the Products within Australia. We do not represent that the Products are appropriate for use or available in other locations. If you access the Products from outside Australia, you do at your risk and you are responsible for compliance with laws applicable to you accessing the Products from your location.

11.7 Any descriptions or illustrations on our website are published for the sole purpose of giving an approximate idea of the products and services described in them.

11.8 You accept that features, functions, units of measurement and terminology may differ between countries and features designed for one geographical territory or country may not suit or be available to other countries.

11.9 Unless we agree otherwise in writing, we will retain your data for a reasonable period following termination, after which we may delete that data upon providing reasonable notice to you.

**12. Limitation of liability**

12.1 Nothing in this Contract limits or excludes a party's liability:

(a) for death or personal injury caused by its negligence or wilful misconduct or that of its employees, as applicable;

(b) for fraud or fraudulent misrepresentation by it or its employees, as applicable;

(c) where liability cannot be limited or excluded by applicable law; or

(d) in your case only:

(i) to pay the Charges.

(ii) for your liability under clause 10.7.

12.2 Subject to clause 12.1 a party will not be liable to the other party, whether in contract, tort (including negligence) or otherwise, for any special, indirect or consequential loss arising under or in connection with this Contract, including any:

(a) loss of profits;

(b) loss of sales or business;

(c) loss of production;

(d) loss of agreements or contracts;

(e) loss of business opportunity;

(f) loss of anticipated savings;

(g) loss of or damage to goodwill;

(h) loss of reputation; or

(i) loss of use or corruption of software, data or information.

12.3 Subject to clause 12.2, a party's maximum aggregate liability to the other party for any loss or damage or injury arising out of or in connection with this Contract, including any breach of this Contract however arising, under any indemnity, in tort (including negligence), under any statute, custom, law or on any other basis:

(a) in any 12-month period is limited to the actual Charges paid by you under this Contract in the 12-month period preceding the matter or event giving rise to the claim; and

(b) in total will not exceed the actual Charges paid by you under this Contract.

12.4 Nothing in this Contract is intended to have the effect of excluding, restricting or modifying the application of all or any of the provisions of Part 5-4 of the Australian Consumer Law in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) (**ACL**), or the exercise of a right conferred by such a provision, or any liability of ours in relation to a failure to comply with a guarantee that applies under Division 1 of Part 3-2 of the ACL to a supply of goods or services.

12.5 If we are liable to you in relation to a failure to comply with a guarantee that applies under Division 1 of Part 3-2 of the ACL that cannot be excluded, our total liability to you for that failure is limited to, at our option:

(a) in the case of services, the resupply of the services or the payment of the cost of resupply; and

(b) in the case of goods, the replacement of the goods or the supply of equivalent goods, or the repair of the goods, or the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired.

12.6 This clause 12 will survive termination of the Contract.

## 13. Confidentiality

13.1 We each undertake that we will not at any time disclose to any person any confidential information concerning one another's business, affairs, customers, clients or suppliers, except as permitted by clause 13.2.

13.2 We each may disclose the other's confidential information:

(a) where the information is in the public domain as at the date of this Contract (or subsequently becomes in the public domain other than by breach of any obligation of confidentiality binding on either of us);

(b) if either of us is required to disclose the information by applicable law or the rules of any recognised stock exchange or other document with statutory content requirements, provided that the recipient has to the extent practicable having regard to those obligations and the required timing of the disclosure consulted with the provider of the information as to the form and content of the disclosure;

(c) where the disclosure is required for performance of a party's obligations under this Contract;

(d) if disclosure is made to our respective officers, employees and professional advisers to the extent necessary to enable either of us to properly perform our obligations under this Contract, in which case the we each must ensure that such persons keep the information secret and confidential and do not disclose the information to any other person;

(e) where the disclosure is required for use in legal proceedings regarding this Contract; or

(f) if the party to whom the information relates has consented in writing before the disclosure.

13.3 Each of us may only use the other's confidential information for the purpose of fulfilling our respective obligations and enjoying our respective rights under the Contract.

13.4 This clause 13 will survive termination of the Contract.

## 14. Termination

14.1 Without affecting any of our other rights, we may suspend the provision of the Supplies, or terminate this Contract with immediate effect by giving written notice to you if:

(a) you fail to pay any undisputed amount due under this Contract on the due date for payment and you remain in default not less than 30 days after being notified in writing to make such payment;

(b) you commit a material breach of any other term of this Contract and that breach is irremediable or (if that breach is remediable) you fail to remedy that breach within a period of 14 days after being notified in writing to do so;

(c) a Relevant Supplier terminates its agreement with us;

(d) subject to any provision of the *Corporations Act 2001* (Cth) or any related subordinate legislation that may prevent or restrict the exercise of a right of termination or other right under this Contract, an insolvency event occurs in relation to you; or

(e) you undergo a change of control (if you are a company).

14.2 Without affecting any of your other rights, you may terminate this Contract with immediate effect by giving written notice to us if:

(a) we commit a material breach of any term of this Contract and that breach is irremediable or (if that breach is remediable) we fail to remedy that breach within a period of 14 days after being notified in writing to do so; or

(b) subject to any provision of the *Corporations Act 2001* (Cth) or any related subordinate legislation that may prevent or restrict the exercise of a right of termination or other right under this Contract, an insolvency event occurs in relation to us.

14.3 Termination of this Contract does not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages for any breach of the Contract that existed at or before the date of termination.

14.4 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

**15. Additional Terms and Additional Agreements**

15.1 Depending on the products and services that we agree to supply to you in an Order, you may be required to accept additional terms with us (**Additional Terms**). Any Additional Terms that you are required to accept will be indicated in your Order and only apply to the corresponding product or service.

15.2 Depending on the products and services we agree to supply to you in the Order, you may be required to enter into an Additional Agreement with a third-party supplier (**Relevant Supplier**). Any Additional Agreement that you are required to enter into will be indicated in your Order or applicable Additional Terms. Any Additional Agreement entered into with a Relevant Supplier is between you and the Relevant Supplier, and not us. Subject to clause 12.4, we have no liability under any Additional Agreement. You permit us to allow any Relevant Supplier to access your data to which we have access to in connection with the Supplies.

**16. Force majeure**

16.1 A party will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations (other than payment obligations) under the Contract that is caused by any act or event beyond its reasonable control (**Event Outside Of Control**).

16.2 If an Event Outside Of Control takes place that affects the performance of a party's obligations under the Contract:

(a) that party must contact the other party as soon as reasonably possible to notify the other party; and

(b) that party's corresponding obligations under the Contract will be suspended and the time for performance of those obligations will be extended for the duration of the Event Outside Of Control.

**17. Dispute resolution**

17.1 The parties agree to use best endeavours to resolve in good faith any dispute concerning this Contract.

17.2 If a dispute arises between the parties that cannot be resolved promptly, either party may notify the other party of a formal dispute. Each party must nominate a senior executive to meet within 7 days of the notice (or another agreed period) to try and resolve the dispute.

17.3 Any dispute, controversy or claim arising out of, relating to or in connection with this contract, including any question regarding its existence, validity or termination, shall be resolved by arbitration in accordance with the ACICA Arbitration Rules. The seat of arbitration shall be Sydney, Australia. The language of the arbitration shall be English. The number of arbitrators shall be one.

**18. Non-solicitation**

During the Term of this Contract and for a period of 12 months following the termination or expiration of this Contract, neither party will make any solicitation to employ the other party's personnel without the other party's prior written consent. For the purposes of this clause 18, a general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the internet, will not be construed as a solicitation or inducement, and the hiring of any such employees or independent contractor who freely responds thereto will not be a breach of this clause.

**19. Notices**

19.1 When we refer to "in writing" in these Terms, this includes email.

19.2 Any notice or other communication given by one of us to the other under or regarding the Contract must be in writing and be delivered personally, sent by pre-paid post or email.

19.3 A notice or other communication is deemed to have been received:

(a) if delivered by hand to the nominated address, when delivered to the nominated address;

(b) if sent by pre-paid post, at 9.00 am (addressee's time) on the second Business Day after the date of posting; or

(c) if sent by email, at the time the email is sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered.

19.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

19.5 The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

**20. Variation**

20.1 We amend these Terms from time to time. We will give you written notice of any change to these Terms, and:

(a) if the change is material and is not detrimental to you, or the change is not material, that change will have effect from the latest of:

(i) the date identified in the written notice; and

(ii) 30 days from the date of the written notice; and

(b) if the change is material and is detrimental to you, we will contact you to discuss amending these Terms.

## 21. Subcontractors

We may engage subcontractors to provide any part of the Supplies. We are responsible for the acts and omissions of any subcontractor as if they were our own acts and omissions.

## 22. No waiver

22.1 Neither of us may rely on the words or conduct of any other party as being a waiver of any right, power or remedy arising under or in connection with this Contract unless the other party or parties expressly grant a waiver of the right, power or remedy. Any waiver must be in writing, signed by the party granting the waiver and is only effective to the extent set out in that waiver.

22.2 Words or conduct referred to in clause 22.1 include any delay in exercising a right, any election between rights and remedies and any conduct that might otherwise give rise to an estoppel.

## 23. Assignment and novation

23.1 We may assign or transfer our rights and obligations under the Contract to another entity capable of performing our obligations, provided that such assignment or transfer does not materially diminish your rights under this Contract.

23.2 You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing (not to be unreasonably withheld).

23.3 A breach of clause 23.2 by you entitles us to terminate this Contract.

## 24. Severability

24.1 If the whole or any part of a provision of this Contract is or becomes invalid or unenforceable under the law of any jurisdiction, it is severed in that jurisdiction to the extent that it is invalid or unenforceable and whether it is in severable terms or not.

24.2 Clause 24.1 does not apply if the severance of a provision of this Contract in accordance with that clause would materially affect or alter the nature or effect of the parties' obligations under this Contract.

## 25. Relationship of the parties

The Contract is between you and us. No other person has any rights to enforce any of its terms

## 26. Governing law and jurisdiction

This Contract is governed by New South Wales, Australia, law. The parties agree that the courts in New South Wales, Australia, will have non-exclusive jurisdiction.