

## HUB Software Web Site – Terms of Use

### Introduction

Welcome to HUB Software! We're excited to have you here but before you start using HUB Software, we do need you to look through and accept these terms. We've done our best to explain it all without using too much jargon, so it's clear what we expect from you and what you can expect from us.

These are your legal rights and obligations, so please do read everything. If you can't agree to our terms, then you can't use our services.

If you still have questions or comments after you've read these terms, please contact us.

### Terms of Use

#### Joining and Using the HUB

**1. You and HUB Software:** When we say **you** or **your**, we mean both you and any entity or firm you're authorised to represent. When we say **HUB Software, we, our** or **us**, we're talking about the HUB Software entity (owned and operated by Safe Production Solutions Pty. Ltd. ABN16097038296; Australia).

**2. Our services:** Our **services** consist of all the services we provide now or in the future, including our online and mobile enterprise and project cost control system, Learning Management System (LMS) and the HUB.

**3. Creating a subscription:** When you create a **subscription** to use our services and accept these terms, you become a **subscriber**. If you're the subscriber, you're the one responsible for paying for your subscription.

**4. People invited to use HUB Software:** An **invited user** is a person other than the subscriber who has been invited to use our services through a subscription. If you're an invited user, you must also accept these terms to use our services.

**5. User roles and access:** As a subscriber inviting others into a subscription, you should understand the permissions you're granting to invited users.

**6. HUB Software Subscriber:** a HUB Software subscriber is the user who set up a HUB organisation, or had the subscriber role transferred to them. A subscriber has almost full access to the HUB organisation. If they need full access, they can change their user role.

#### What you need to know

- A subscriber is the person responsible for an organisation and is the only one who can update an organisation's billing information and payment details.
- You can't remove a subscriber from an organisation, but you can change the subscriber, then remove them from the organisation.

#### A HUB subscriber's responsibilities

Every organisation has a subscriber. They're either the person who created the organisation, or had the subscriber role transferred to them.

A subscriber has to manage users permission by default, giving them control over invited users' level of access for an organisation. This includes giving or removing manage users permission, except their own. You can't remove manage users permission from a subscriber.

Only an organisation's subscriber can:

- Update your billing contact details
- Change your subscription payment details
- Change your HUB pricing plan
- Transfer the subscription to someone else
- Cancel the subscription for a paying or trial organisation
- Stop or transfer a direct feed

### **User role options for subscribers**

An organisation's subscriber has two user roles to choose from, either the **Company** or **standard** user or employee role. By default, they have the standard + all reports user role, but they can change their user role to a **Company** for full access to the HUB platform.

**7. The right to use our services:** Whether you're a subscriber or an invited user, we grant you the right to use our services (based on your subscription type, your user role and the level of access you've been granted) for as long as the subscriber continues to pay for the subscription, until the subscription is terminated, or – if you're an invited user – until your access is revoked.

**8. Subscriber role:** As a subscriber, you take responsibility for fully controlling how your subscription is managed and who can access it. It's quite a big deal! For example:

- You can transfer a subscription
- You control access to a subscription. You decide who's invited to use our services you've subscribed to and what kind of access the invited user has. You can change or stop that access at any time
- You're responsible for resolving any disputes with any invited users over access to your subscription
- You're responsible for all your invited users' activity

**9. Rules:** Whatever your role, when you use HUB Software you agree to follow the rules outlined in these Terms of Use. Please read them and make sure you understand what you should and shouldn't do.

**10. Your responsibilities:** You promise that you'll keep your information (including a current email address) up to date. You're responsible for providing true, accurate and complete information and for verifying the accuracy of any information that you use from our services for your legal, tax and compliance obligations. You're also responsible for protecting your username and password from getting stolen or misused. Our service has minimum password standards but you will ensure that passwords are very strong and not easily guessable. The stronger the password the better!

**11. When we introduce new or revised services:** Since we're always thinking about how to make HUB Software the best it can be – seriously, we've got teams dedicated to it – we regularly expand our services. For new or updated services, there might be additional terms. We'll let you know what those terms are before you start using those services.

**12. What we own:** We own everything we've put into our services unless otherwise stated and excluding content owned by others. This includes rights in the design, compilation, and look and feel of our services. It also includes rights in all copyrighted works, trademarks, designs, inventions, and other intellectual property. You agree not to copy, distribute, modify or make derivative works of any of our content or use any of our intellectual property rights in any way not expressly permitted by us.

## Pricing

*Unless you're in a free trial or other offer period, you'll need to pay for a subscription based on the pricing of your selected plan. The pricing details and other terms of your subscription are explained when you select your plan.*

**13. HUB Software pricing plans:** Your use of our services generally requires you to pay a monthly subscription fee based on your subscription type (the **subscription fee**). The **pricing plan** consists of the subscription and subscription fees we offered you, including invoicing, payment, auto-renewal and cancellation terms. The pricing plan may vary by region and includes information set out in the offer details and pricing page. We may update or amend the pricing plan from time to time. The terms of the pricing plan form part of these terms. As with any other changes to our terms, changes to the pricing plan won't apply retrospectively and, if we make changes and you're a subscriber, we'll make every effort to let you know. For information on how to change pricing plans, check out the relevant section on the HUB Software web site. Depending on your region, subscription fees may be inclusive or exclusive of transactional taxes where relevant (like VAT and GST), as reflected in the pricing plan.

**14. Taxes for your use of our services:** You're responsible for paying all other external fees and taxes associated with your use of our services wherever levied. Your responsibility includes withholding tax if it applies, unless we already process that withholding tax. We may collect geographical location information to determine your location, which may be used for tax purposes. This means location information you give us must be accurate for tax residency purposes.

**15. Additional services:** Depending on where you're based and how you use our services, you may be able to take advantage of additional services that HUB Software offers – like consulting and support to manage enterprise and project costs, or training or information management. These might incur an additional fee that we'll let you know about when you sign up for those services.

**16. Importance of timely payments:** In order to continue accessing our services, you need to make timely payments based on the pricing plan you selected. To avoid delayed or missed payments, please make sure we have accurate payment information. If we don't receive timely payments, we may suspend access to your subscription until the payment is made.

## Data use and privacy

*HUB Software uses your data to provide our services to you. Our [privacy notice](#) is an important part of these terms and describes in more detail how we deal with personal data, like your name and email address.*

**17. Use of data:** When you enter or upload your data into our services, we don't own that data but you grant us a licence to use, copy, transmit, store, analyse, and back up all data you submit to us through our services, including personal data of yourself and others, to: enable you to use our services; allow us to improve, develop and protect our services; create new services; communicate with you about your subscription; and send you information we think may be of interest to you based on your marketing preferences.

**18. Use of your own personal data:** We respect your privacy and take data protection seriously. In addition to these terms, our [privacy notice](#) sets out in detail how we process your own personal data that you enter into HUB Software, like your name and email address.

**19. Use of personal data you enter about others:** Depending on where your contacts are based, our terms may also apply to the personal data of others (such as your customers, suppliers and employees) that you enter into HUB Software.

**20. Data breach notifications:** Where we think there has been unauthorised access to personal data inside your subscription, we'll let you know and give you information about what has happened. Depending on the nature of the unauthorised access, and the location of your affected contacts, you may be required to assess whether the unauthorised access must be reported to the contact and/or a relevant authority. We think you're best placed to make this decision, because you'll have the most knowledge about the personal data stored in your subscription.

## Confidential information

***We take reasonable precautions to protect your confidential information and expect that you'll do the same for ours.***

**21. Keeping it confidential:** While using our services, you may share confidential information with us, and you may become aware of confidential information about us. You and we both agree to take reasonable steps to protect the other party's confidential information from being accessed by unauthorised individuals. You or we may share each other's confidential information with legal or regulatory authorities if required to do so.

## Security

***We take security seriously and you should too! To help protect our services and your data, we offer added security features such as two-step authentication.***

**22. Security safeguards:** We've invested in technical, physical and administrative safeguards to do our part to help keep your data safe and secure. Read more about these measures on our [security page](#). While we've taken steps to help protect your data, no method of electronic storage is completely secure and we cannot guarantee absolute security. We will notify you if there appears to be unauthorised access to your account and we may also restrict access to certain parts of our services until you verify that access was by an authorised user.

**23. Account security features:** We may introduce security features to make your account more secure, such as two-step authentication. Depending on where you are in the world or what services you're using, we may require you to adopt some of these features. Where we make the use of security features optional, you're responsible (meaning we're not liable) for any consequences of not using those features. We strongly encourage you to use all optional security features.

**24. Playing your part to secure your data:** You have an important part to play by keeping your login details secure, not letting any other person use them, and by making sure you have strong security on your own systems. If you realise there's been any unauthorised use of your password or any breach of security to your account or email address linked to your account, you need to let us know immediately. You also agree not to use free-form fields in any of HUB Software's systems or services to store personal data, (unless it's a field explicitly asking for personal data - like a first name or last name) credit card details, tax identifiers or bank account details.

## Apps and third-party products

*To help make your HUB Software experience even more enjoyable, the HUB Software framework includes apps and other products and services made available by trusted partners.*

**25. Other services:** Some of our services, such as our mobile apps are available through other companies' services, such as The Apple App Store. These companies may have additional terms that apply to you.

**26. Bank feeds:** Bank feeds are generally included as part of your HUB Software subscription at no additional cost. In some cases, there may be some associated charges that we will pass on to you. You may discontinue the use of a bank feed at any time.

**27. Third-party products:** Along with the use of our services, you may use data, services and apps from other companies (**third-party products**), for example, those we make available in our app marketplace. Any third party providing a third-party product is a **provider** and is independent of us, so be aware that a provider may also charge you fees in addition to what you pay us.

**28. Third-party terms and descriptions:** Third-party products are subject to terms and conditions and privacy notices set by their providers. These include how the provider will use your data that you make available to them. Be sure to read and make sure you agree to their terms and conditions and understand their approach on personal and non-personal data before you connect to them. The descriptions of third-party products that we publish, and any associated links, have been provided to us by the providers. While we make reasonable efforts to check the accuracy of the descriptions, the providers are solely responsible for any representations contained in those descriptions. We don't endorse or assume any responsibility for third-party products.

## Maintenance, downtime and data loss

*We really try to minimise any downtime, but sometimes it's necessary so we can keep our services updated and secure. You also may have occasional access issues and may experience data loss, so backing up your data is important.*

**29. Availability:** We strive to maintain the availability of our services, provide support and you can contact us 24hrs/day. On occasion, we need to perform maintenance on our services, and this may require a period of downtime. We try to minimise any such downtime. Where planned maintenance is being undertaken, we'll attempt to notify you in advance but can't guarantee it.

**30. Access issues:** You know how the internet works – occasionally you might not be able to access our services and your data. This might happen for any number of reasons, at any time.

**31. Data loss:** Data loss is an unavoidable risk when using any technology. You're responsible for maintaining copies of your data entered into our services.

**32. No compensation:** Whatever the cause of any downtime, access issues or data loss, your only recourse is to discontinue using our services.

**33. Problems and support:** If you have a problem, please contact us at any time. We will endeavor to get back to you in a reasonable amount of time to address your issue or answer your query.

**34. Modifications:** We frequently release new updates, modifications and enhancements to our services, and in some cases discontinue features. Where this occurs, we'll endeavor to notify you where practical (for example, by email or within our services when you log in).

## **Do's and don'ts**

***This section is super important because it outlines how you can (and can't) use our services. Much of it will be common sense.***

**35. Feedback:** We love your feedback and may use it without restriction.

**36. Help using our services:** We provide support to help you use our services. You agree to use our services only for lawful business purposes and in line with the instructions and guidance we provide.

**37. Discussions with us:** From time to time we may have discussions about our services (eg) via email. Only share private information if you're happy for others to know it, and don't share anything you don't have the right to share.

**38. Limitations:** Some of our services may be subject to limits.

**39. No-charge or beta services:** Occasionally we may offer a service at no charge – for example a beta service, or a time-limited trial account. Because of the nature of these services, you use them at your own risk.

**40. While we can't cover everything here, we do want to highlight a few more examples of things you must not ever do:**

- Undermine the security or integrity of our computing systems or networks.
- Use our services in any way that might impair functionality or interfere with other people's use.
- Access any system without permission.
- Introduce or upload anything to our services that includes viruses or other malicious code.
- Share anything that may be offensive, violates any law, or infringes on the rights of others.
- Modify, copy, adapt, reproduce, disassemble, decompile, reverse engineer or extract the source code of any part of our services.
- Resell, lease or provide our services in any way not expressly permitted through our services.
- Repackage, resell, or sublicense any leads or data accessed through our services.
- Commit fraud or other illegal acts through our services.
- Act in a manner that is abusive or disrespectful to a HUB Software employee, partner, or other HUB Software customer. We will not tolerate any abuse or bullying of our HUB Software employees in any situation and that includes interaction with our support teams.

## Termination

***You can easily terminate your subscription with one month's written notice. We may terminate your subscription as well with the same notice. If you violate these terms, we may terminate your subscription immediately.***

**41. Subscription period:** Your subscription continues for the period covered by the subscription fee paid or payable. At the end of each billing period, these terms automatically continue for a further period of the same duration as the previous one, provided you continue to pay the subscription fee in accordance with the pricing plan. You may choose to terminate your subscription at any time by providing one month's written notice (email accepted) in advance. You'll still need to pay all relevant subscription fees up to and including the day of termination.

**42. Termination by HUB Software:** HUB Software may choose to terminate your subscription at any time by providing you with one month's written notice by email in advance. HUB Software may also terminate or suspend your subscription or access to all or any data immediately if:

- you breach any of these terms and do not remedy the breach within 14 days after receiving notice of the breach,
- you breach any of these terms and the breach cannot be remedied,
- you fail to pay subscription fees, or
- you or your business become insolvent, your business goes into liquidation or has a receiver or manager appointed over any of its assets, you become insolvent or make any arrangement with your creditors, or become subject to any similar insolvency event in any jurisdiction.

**43. No refunds:** No refund is due to you if you terminate your subscription or HUB Software terminates it in accordance with these terms.

**44. Retention of your data:** Once a subscription is terminated by you or us, it is archived and the data submitted or created by you is no longer available to you. We retain it for a period of time consistent with our data retention policy, during which, as a subscriber, you can reactivate your subscription and once again access your data by paying the subscription fees. We retain data in case you need it as part of your record retention obligations, but you can get in touch with us to have your data removed completely if you wish.

## Liability and indemnity

***This section is important as it outlines liability terms between us and both subscribers and invited users, so we urge you to read it closely and in full.***

**45. You indemnify us:** You indemnify us against all losses, costs (including legal costs), expenses, demands or liability that we incur arising out of, or in connection with, a third-party claim against us relating to your use of our services or any third-party product (except as far as we're at fault).

**46. Disclaimer of warranties:** Our services and all third-party products are made available to you on an "as is" basis. Subject to the consumer law terms, we disclaim all warranties, express or implied, including any implied warranties of non-infringement, merchantability and fitness for a particular purpose.

**47. Limitation of liability:** Other than liability that we can't exclude or limit by law, our liability to you in connection with our services or these terms, in contract, tort (including negligence) or otherwise, is limited as follows:

- We have no liability arising from your use of our services for any loss of revenue or profit, loss of goodwill, loss of customers, loss of capital, loss of anticipated savings, legal, tax or accounting compliance issues, damage to reputation, loss in connection with any other contract, or indirect, consequential, incidental, punitive, exemplary or special loss, damage or expense.
- For loss or corruption of your data, our liability will be limited to taking reasonable steps to try and recover that data from our available backups.
- Our total aggregate liability to you in any circumstances is limited to the total amount you paid us for your subscription in the 12 months immediately preceding the date on which the claim giving rise to the liability arose.

## Disputes

*This section outlines how disputes may be resolved.*

**48. Dispute resolution:** Most of your concerns can be resolved quickly and to everyone's satisfaction by contacting our support team. If we're unable to resolve your complaint to your satisfaction (or if we haven't been able to resolve a dispute we have with you after attempting to do so informally), you and we agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. You and we agree that any dispute must be brought in the parties' individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.

## Important housekeeping

*Here we set out some additional terms. Take a read as they cover important issues.*

**49. No professional advice:** Just to be clear, HUB Software isn't a professional services firm of any sort, and isn't in the business of giving any kind of professional advice. We may provide you with information we think might be useful in running a business, but this should not be seen as a substitute for professional advice and we aren't liable for your use of the information in that way.

**50. Events outside our control:** We do our best to control the controllables. We aren't liable to you for any failure or delay in performance of any of our obligations under these terms arising out of any event or circumstance beyond our reasonable control.

**51. Notices:** Any notice you send to HUB Software must be sent to [notices@hubsoftware.com.au](mailto:notices@hubsoftware.com.au). Any notices we send to you will be sent to the email address you've provided us through your subscription.

**52. Consumer laws:** In some places, there may be non-excludable warranties, guarantees or other rights provided by law (**non-excludable consumer guarantees**). They still apply – these terms do not exclude, restrict or modify them. Except for non-excludable consumer guarantees and other rights you have that we cannot exclude, we're bound only by the express promises made in these terms. Our liability for breach of a non-excludable consumer guarantee is limited, at our option, to either replacing or paying the cost of replacing the relevant service (unless the non-excludable consumer guarantee says otherwise).

**53. Export limitations:** You must not use our services in violation of any export or trade embargo laws that apply to you.



**54. Excluded terms:** The terms of the United Nations Convention on Contracts for the Sale of Goods and the Uniform Computer Information Transactions Act (UCITA) do not apply to these terms.

**55. Blocking your access, disabling your subscription, or refusing to process a payment:** As our sites are global, different laws may apply in different countries that restrict our relationship with you. We may block your access, terminate your subscription, or refuse to process a payment if we reasonably believe there's a risk - like a potential breach of a law or regulation - associated with you, your company, your subscription, or a payment. Examples of where we might do this include transactions where the payment is from a sanctioned person or country; or where we reasonably believe there is a legal or regulatory risk or a risk of loss being suffered by us or our customers or partners. You promise that you're not located in a sanctioned country and are not on a sanctioned persons list. We may also block users from a country if we can't receive payments from that country. You should check what payment methods are available in your country for making payments. We may take any of these actions without notice.

**56. Relationship between the parties; assignment:** Nothing in these terms is to be construed as constituting a partnership, joint venture, employment or agency relationship between you and us, or between you and any other subscriber or invited user. You're solely responsible for resolving disputes between you and any other subscriber or invited user. HUB Software may assign these terms - or any of our rights or obligations in these terms - to another HUB Software entity as it deems appropriate. **HUB Software entities** are the companies controlled by or under common control by Safe Production Solutions Pty. Ltd. ABN16097038296; Australia.

**57. Changes to these terms:** We sometimes will decide to change these terms of use. But don't worry, changes won't apply retrospectively and, if we make changes, we'll make every effort to let you know. You can keep track of changes to our terms by referring to the version and the date last updated at the top of the terms. Generally, we endeavour to provide you with 30 days' notice of material changes before they become effective, unless we need to make immediate changes for reasons we don't have control over. When we notify you, we'll do it by email or by posting a visible notice through our services. If a change isn't material, we may not notify you. If you find a modified term unacceptable, you may terminate your subscription by giving the standard advance notice to HUB Software.

**58. Enforcement of terms:** If there's any part of these terms that either one of us is unable to enforce, we'll ignore that part but everything else will remain enforceable.

**59. Interpretation:** Words like 'include' and 'including' are not words of limitation and where anything is within our discretion we mean our sole discretion.