



Platformic Pty Ltd
Terms of Use
Last Updated 23/05/25

Introduction

Thanks for choosing Platformic! We're excited to join forces with you to provide amazing services to your customer base. Prior to engagement, you are required to read the following contract and sign to accept our terms.

We provide a clear outline of our expectation of you and what you can expect from us.

These are your legal rights and obligations, so please read everything. In order to use our services, you must agree to these terms. If you have any questions after you've read the contract, feel free to reach out to us at hello@platformic.app.

Joining and Using Platformic

- 1. You and Platformic:** When we say "You" or "Your" we mean any entity or firm you're authorised to represent. We also mean you, as an individual. When we say Platformic, "We", "Our" or "Us", we're referring to the Platformic Pty Ltd entity you contract with and pay fees to based on the edition of the product you're using.
- 2. Software:** "Platformic" is a quoting and job management system specifically designed for, but not limited to, solar and air conditioning companies.
- 3. Confidential information:** All information disclosed by Platformic to you including:
 - The software and related documentation.
 - Notes, records, and copies prepared by you based on or incorporating such information.**Confidential information does not include any information that:**
 - Is already known by you without any obligation of confidentiality.
 - Is public knowledge (other than through a breach of this agreement).
 - Must be disclosed by law.
- 4. Grant of License:** We grant you a non-exclusive, non-transferable, revocable license to use the software.
- 5. Rules:** We outline our rules in the what you can and can't do section below. When you engage with us or use our services, you agree to adhere to the rules in this contract. Please read them and make sure you understand what you should or shouldn't do.
- 6. Your Responsibilities:** You agree to keep your information 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 service for your legal obligations.
- 7. 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.

Use of our free trial

8. We provide you with a free trial, prior to your complete engagement of our services. This is so you can get started up straightaway. Any jobs in those first 30 days are not charged. After 30 days your Platformic usage will be chargeable, unless you cancel your trial in writing prior to your free trial expiring.

Pricing

Platformic is free to use for the first 30 days. After the 30-day trial, you will be charged at 1% of your revenue, or \$80AUD/month, whichever is greater. If you wish not to continue beyond your 30-day trial, please notify us in writing before the end of your free trial date, so you won't be charged.

9. **Charging Periods:** Our invoices are raised on or after the first day of every calendar month and are due on the 28th of that month. The invoice is calculated based on the jobs you have accepted in the previous calendar month. For example, should your revenue for January 1st – January 31st be \$11,000 inc. GST, you would be charged \$110 inc. GST, on or after the 1st of February.
 - a. Total revenue will include the value of any STCs or government subsidies.
 - b. **Credits for Deleted Jobs**

Accepted jobs that are deleted may be eligible for a credit equal to Platformic's original fee, which will be applied to future invoices. Credits are issued at Platformic's sole discretion. To be eligible, the deletion must be supported by a valid reason consistent with the principles outlined below. You must also provide the date you became aware of that reason, along with the reason itself. If no valid reason and date are provided, the job fee will remain chargeable.

Accepted Valid Reasons:

- i. The end-customer declined or changed their mind after acceptance
- ii. The end-customer engaged another provider
- iii. The end-customer's financial status changed, and they are now unable to pay
- iv. There were product-availability issues (e.g. the ordered item is out of stock, requiring job cancellation and re-creation)

Other reasons may be considered on a case-by-case basis if they are genuine, clearly described, include the date you became aware of the reason, and there is no indication of improper use of the credit system.

Platformic will manually assess each deletion at the start of the following calendar month, prior to generating your monthly invoice, to determine whether it qualifies for credit. Approved credits will be

applied to your next invoice. If the credit exceeds the amount due, the remaining balance will remain on your account and will be applied to future invoices.

To maintain fair use, the number of deleted jobs eligible for credit may not exceed 5% of the total number of accepted jobs over a rolling 12-month period. For example, if 1,000 jobs are accepted in a 12-month period, credits are available for up to 50 deleted jobs within that period. Any deletions beyond this threshold will be reviewed individually.

Any suspected fraudulent activity will be reported to the appropriate authorities.

- 10. Taxes for your use of our services:** GST is applicable on all of our services, as outlined in our invoice(s) to You. You're responsible for paying all other external fees and taxes associated with your use of our services wherever levied.
- 11. Additional services:** Our services are provided as is, meaning you are paying for the service we are providing in its current state. Feature requests are welcomed and may be considered. However, changes are not guaranteed and will be made at the discretion of the provider as per our internal prioritisation.
- 12. Importance of timely payments:** In order to continue accessing our services, you need to make timely payments based on the invoice we have sent you. If we don't receive timely payments, your system access may be revoked until the payment is made.

Privacy

You acknowledge that we may collect and process data necessary for evaluation purposes. We will handle such data in compliance with applicable privacy laws and with our privacy policy.

- 13. Use of data:** When you enter or upload your data into our services, we do not own that data but you grant us a license to use, copy, transmit, store, analyse, and back up all data you submit to us through our services, including personal data for yourself and others.
- 14. Use of your own personal data:** We respect your privacy and take data protection seriously. We acknowledge that our privacy notice describes how we process your own personal data, like your name and email address.

Confidential Information

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

15. 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.

16. You agree to;

- Maintain strict confidentiality of all confidential information.
- Disclose confidential information only to our directors, officers, employees and professional advisors who:

Need to know the confidential information for evaluation purposes.

- Are aware that the confidential information must remain confidential.
- Implement effective security measures to prevent unauthorised access to confidential information.

Security

Security is a vital part of our operations. To help protect our services and your data, we offer added security features such as multi-factor authentication.

17. Account Security Features: we may introduce security features to make your account more secure, such as multi-factor authentication. You are required to adopt some of these features, as you will not be granted access to the system without them.

18. Your role in data protection: You have an important role to play in keeping your login details secure, do not let any other person use them, and make sure you have strong security on your own systems. If you realise your account has been breached, please let us know immediately.

Apps and Third-Party Products

To help make your experience even more wonderful, we integrate third party applications.

19. Xero: Connecting the software to your Xero account will generate real invoices within your account. These invoices can be voided by logging into Xero via a browser.

- **To connect a Xero account, login via the Xero Options page of the software.**

20. Hubspot: Connecting the software to your HubSpot account will transmit real data.

- To connect HubSpot you must either;
 - Set up a Private App and provide us with your ACCESS_TOKEN. The Private App should have the following scopes:
 - Tickets
 - Crm.objects.contacts.write

- E-commerce
- Crm.objects.owners.read
- Crm.objects.companies.write
- Crm.objects.deals.write;

Or

- Grant us access to your Hubspot account to complete the connection.

21. SMS Messaging via MessageBird: Connecting the software to MessageBird will send real SMS messages. You may inform us of your SMS setup preferences if SMS messaging is desired. You must set up your own MessageBird account and provide the API key to us.

Maintenance, downtime and data loss

We will do our best minimise any downtime, but sometimes it is necessary so we can keep our services updated and secure.

- 22. Availability:** We strive to maintain a reliable service. Support is provided via email, five days a week. We will aim to respond to your inquiry within 48 hours. This is subject to change, and is not a guarantee.
- 23. Access Issues:** The internet can be unreliable at times – there may be occasions where you might not be able to access our service and your data, this can happen for a number of reasons, at any time.
- 24. Problems and Support:** If you have a problem, we want to help. We just ask for your patience. Our resolution may take a little longer whilst we work on fixing the problem. Therefore, we cannot promise a specific resolution timeframe, but we can promise we will do our best to rectify any issues as swiftly as possible.
- 25. Modifications:** We frequently release new updates, modifications and enhancements to our services, and in some cases discontinue features. When this happens, we'll notify you in writing.

What you can and can't do

We love sharing our services with you, and although much of this is common sense, we've decided to outline it for you.

- 26. Feedback:** We love feedback! It's how we grow, progress and upgrade our services. We may use your feedback without restriction.
- 27. Help with Our services:** We provide guidance and support when you first join Platformic that can be referenced to help you use our services.

- 28. Responsible use of our services:** We strive to offer our services in a way that will encourage responsible use and help ensure access for all of our customers. Responsible use means not using our services in a way that is excessive or unreasonable. Essentially, our infrastructure and our people are finite resources. While we strive for excellent service and support, we can only operate up to our capacity, and request that you respect that.
- 29. Software demo:** Before you join, you can request a free demo of our software. This is the only time you'll be able to use our service free of charge. The demo is governed by its own terms of use.
- 30.** We can't cover everything here, so we'll highlight a few more things you must never do:
- Undermine the security of our systems.
 - Use our system in a way which may interfere with other people's use.
 - Upload anything to our system which includes viruses or any other malicious code.
 - Share anything that may be offensive, violates any law, or infringes the rights of others.
 - Modify, copy, adapt, reproduce or extract the source code of any of our services.
 - Resell or lease our services to anyone else.
 - Commit fraud or other illegal acts through our services.
 - Act in a way that is abusive or disrespectful to a Platformic employee.

Termination

- 31.** Should you not follow the above terms, Platformic withholds the right to terminate your contract with us. This will not be done without warning.
- 32.** You also withhold the right to terminate your contract with us, we require a 30-day notice for cancellation, which needs to be provided to us in writing. Any usage of our software, after the notice and prior to termination will still be charged according to our pricing terms.
- 33.** These terms apply to you for the entire time you are in use of our services and until the end of the billing period of use
- 34.** We will not provide you with a refund if you terminate your subscription with us or we terminate it with you.

Liability and Indemnity

This section is important as it outlines liability terms between us.

- 35.** You indemnify us against all losses, costs, expenses, demands or liability that we incur arising out of, or in connection with, a third-party claim against us arising from your use of our services, except for losses arising from:
- Breach of these terms by Platformic, its employees or contractors or
 - Any gross negligence, wilful misconduct, fraud or material error that was solely the responsibility of Platformic or one of its employees.

- 36. Disclaimer of warranties:** Our services are made available to you on an 'as is' basis. Subject to the exclusion of the rights you have under the South Australian Laws, we disclaim all warranties.
- 37. Limitation of Liability:** Our liability to you in connection with our services or these terms, in contract, tort (including negligence) or otherwise is limited as outlined below:
- We have no liability arising from your use of our services for any loss of revenue or profit. Loss of goodwill, customers or capital.
 - For loss or corruption of your data, our liability will be limited to taking reasonable steps to try and recover the data from our available backups.

Our liability to you will not be limited if we aren't legally allowed to limit it. Some examples of this might be if your loss came from gross negligence, fraud or wilful misconduct.

Additional Clauses

- 38.** Platformic does not offer professional advice of any sort. We may provide you with important information, which might be useful when running a small business.
- 39.** We will do our best to control what we can. We aren't liable to you for any failure or delay in performance of any of our obligations under these terms.
- 40.** Any notice you send to Platformic must be sent to hello@platformic.app and any notice we send to you will be sent to the email you have provided to us.
- 41. Relationship between the parties:** Nothing in these terms is to be construed as a partnership, joint venture or employment of any kind.
- 42. Changes:** We may sometimes amend the terms of use. If these are made, you will be notified, endeavouring to provide 30 days' notice to you.
- 43. Software:** The Software is not intended to function as a general-purpose cloud storage solution. Users must not upload or store large files that are unrelated to the core purpose and functionality of the Software. Reasonable usage limits apply, and we reserve the right to restrict or remove content that exceeds these limits or falls outside appropriate operational use.
- 44.** Platformic is not responsible for the accuracy of final job pricing or any financial loss incurred due to incorrect quotes or jobs, including errors in setting STCs or government subsidies. By using our services, You acknowledge and agree that you (or your sales personnel) are solely responsible for verifying and ensuring the accuracy of all quotes and final job prices prior to customer acceptance.

Governing Law

This agreement is governed by the state of South Australia. Any disputes arising from this agreement shall be subject to the exclusive jurisdiction of the courts in South Australia.

Entire Agreement

This Agreement represents the complete understanding between the parties concerning the use of the Software, superseding all prior agreements, written or oral.

By accessing or using the Software, you acknowledge to having read, understood, and agreed to all terms outlined herein.