BEEGLE USER AGREEMENT (TERMS OF USE)

Effective Date: 7 November 2026

This User Agreement ("**Agreement**") is between you (the "**User**" or "**you**") and Beegle Software Pty Ltd ACN 689 698 306 ("**Beegle**", "**we**", "**us**", "**our**") and governs your use of the Beegle software as a service platform (the "**Service**").

By accepting a clickthrough agreement on the Service, or otherwise accessing or using the Service, you agree to be bound by this Agreement.

If you do not agree with these terms, or do not understand any part of this Agreement, do not access or otherwise use the Service. Access to the Service must not be sold, transferred or further distributed except as authorised by Beegle.

1) DEFINITIONS

a) "**Account**" means your user account created to access the Service.

b) "**Add-on Feature**" means any feature, module or service that Beegle, in its discretion, designates as an "Add-on Feature" (or by an equivalent label) in the Payment Portal, on the Beegle website, or in written notice to the User at or before activation, and which is not included in the User's Subscription as standard. Add-on Features may require separate activation or additional fees.

c) "**Client Term**" has the meaning given in clause 7(b).

d) "**Confidential Information**" means the content of this Agreement, any information of a party which is marked confidential and any information which is by its nature confidential.

e) "**Core Service**" means the features, modules and functionality of the Service that are included in the User's Subscription as standard, as described in the Payment Portal or on the Beegle website from time to time. The Core Service does not include any Add-on Feature.

f) "**Data**" means any information contained on the Service from time to time, which may include personal or private information.

g) "**Excess Storage**" means the volume of Organisation Files stored by Beegle on behalf of the Organisation in excess of the applicable Storage Allowance.

h) "**Fees**" means the fees payable by you to Beegle (including subscription fees, Add-on Feature fees, Excess Storage charges and any other amounts payable for the Service) described and calculated in the Payment Portal when your Account is set up or your subscription to the Service is renewed or any Add-on Feature is activated.

i) "**GST**" has the same meaning given by the GST Act.

j) "**GST Act**" means A New Tax System (Goods and Services Tax) Act 1999 (Cth).

k) "**Intellectual Property Rights**" means:

   i) all intellectual property rights at any time protected by statute or common law, including patents, copyright and any registered intellectual property rights, registered designs, trademarks, Source Code, and goodwill; and

   ii) any application or right to apply for registration of any of these rights.

l) "**Organisation**" means the entity (such as a corporation, partnership, AFSL holder or other body) for whose internal business purposes the Service is being used by one or more Users. Where two or more Users use the Service for the business purposes of the same entity (or related entities under common ownership or control), those Users are deemed to belong to the same Organisation.

m) "**Organisation File**" means a file (such as a document, image or other discrete file artifact) uploaded to the Service by a User on behalf of the Organisation and stored by Beegle as a primary file store. For the avoidance of doubt, Organisation Files do not include database records, structured data held in the Service's databases, system logs, or back-up copies maintained by Beegle.

n) "**Payment Portal**" means the third-party payment facility used by Beegle to process payments for the Service from time to time.

o) "**User Data**" means all data submitted or uploaded by you or on your behalf to the Service.

p) "**Service**" means the Beegle software platform and any modules, updates or enhancements provided by us.

q) "**Service Level Agreement**" means the service level agreement which applies to the Service, a copy of which was provided with this Agreement and/or on creation of your Account and is otherwise available/on our website, as updated from time to time.

r) "**Source Code**" means computer programs in un-compiled human-readable English language format, which comprise the Service.

s) "**Storage Allowance**" means the volume of Organisation File storage included in the Service for the Organisation, calculated as 10 gibibytes (GiB) per active client group held by the Organisation (including any Complimentary Client Groups). The Storage Allowance is held at the Organisation level and is shared amongst all records falling under the Organisation; it is not allocated to or apportioned among individual Users or Client Groups.

t) "**Subscription**" means your paid or free plan for access to the Service, as described on our website.

2) COMMERCIAL SUMMARY

This clause 2 is a plain-English summary of how charging works under this Agreement. It is intended to assist Users in understanding the commercial model and does not vary or limit the other clauses of this Agreement. In the event of any inconsistency between this clause 2 and the detailed terms elsewhere in this Agreement (in particular clause 7 (Fees, Client Groups and Term), clause 21 (Add-on Features) and clause 22 (Storage Allowance and Excess Storage)), those detailed terms prevail.

a) **Per active client group fee.** The core charge for the Service is a monthly fee per active client group held by the Organisation. Inactive client groups are not charged.

b) **12-month minimum term per client group.** Each active client group has a minimum term of 12 months from the first day of the month following the activation (a Client Term). After the initial 12 months, the Client Term continues on a month-to-month basis until ended in accordance with clause 7. If a client group is deactivated and later reactivated, a new 12-month Client Term begins on reactivation.

c) **Mid-term deactivation does not stop fees.** If a client group is deactivated during its initial 12-month Client Term, the Organisation remains liable to pay the monthly Fees for that client group until the end of the Client Term.

d) **Free plan.** An Organisation that holds no active client groups (other than its Complimentary Client Groups, described in clause 7(c)) and is within its Storage Allowance pays no Fees for the Core Service. Each Organisation is entitled to use up to two Complimentary Client Groups at no charge for the Core Service, as described in clause 7(c).

e) **Storage.** Each active client group (including each Complimentary Client Group) carries a Storage Allowance, pooled across the Organisation. Storage above the Storage Allowance is charged separately. Clause 22 sets out the detailed measurement and pricing methodology.

f) **Add-on Features.** Beegle may offer optional features in addition to the Core Service. Add-on Features are charged separately and may be priced on a per-client-group, per-Organisation, per-User, usage or other basis as Beegle designates at or before activation. Clause 21 sets out the detailed terms.

g) **Add-on Feature fees may apply to inactive client groups.** The statement in clause 2(a) that inactive client groups are not charged applies to Fees for the Core Service. Fees for an Add-on Feature may be charged in respect of an inactive client group where the terms for that Add-on Feature so provide.

3) ELIGIBILITY & REGISTRATION

a) To be eligible to register for an Account, you must be:

   i) an authorised representative in the context of financial services in Australia;

   ii) an AFSL holder;

   iii) an employee of any of the above, and using the Service in that capacity (i.e., not in a personal capacity); or

iv) any other person or entity to whom Beegle has granted express written permission to register for an Account, on such conditions as Beegle may specify. For the avoidance of doubt, all Users (including those granted access under this clause 3(a)(iv)) must comply with this Agreement, the Service Level Agreement and the Privacy Policy.

b) You represent and warrant that you:

i) are authorised to create an Account and use the Service;

ii) have the legal capacity to enter into this Agreement; and

iii) will at all times provide true, accurate and complete information, and maintain and promptly update your Account information.

4) LICENCE & USE RIGHTS

a) We grant you a non-exclusive, non-transferable, revocable licence to access and use the Service in accordance with this Agreement.

b) Subject to you complying with your obligations under this Agreement and in consideration of the payment of Fees by you, Beegle will allow you to log on to and use the Service, as soon as it has been configured for your access.

c) You shall use the Service only for your internal business purposes (and, where applicable, in your capacity as an authorised representative, AFSL holder or employee of either), and not for resale or for any improper purpose.

5) USER RESPONSIBILITIES

You must:

a) use the Service strictly in accordance with the terms of this Agreement;

b) maintain the security of your Account credentials and be responsible for all activities that occur under your Account;

c) not provide your logon details and passwords for the Service to any other person;

d) keep all IT infrastructure used in connection with or required to operate the Service up to date;

e) provide the relevant access, licences and services for integrating the Service with third party software, and obtain and maintain (at your own cost) any third-party accounts, licences and authorisations required for such integrations;

f) accept all regular updates made to the Service by Beegle;

g) comply with all applicable laws, regulations (including financial adviser and privacy laws) and industry standards;

h) not upload or submit any information or material to the Service where you know, or ought to be aware, that the information is or could be harmful to the Service;

i) not use the Service in any way that violates third-party rights, introduces harmful code, reverse engineers the Service, or provides unauthorised financial advice; and

j) recognise that when uploading files to the Service, any Excess Storage will be charged to the Organisation in accordance with clauses 7 and 22.

6) BEEGLE RESPONSIBILITIES

a) In consideration for payment of the Fees, Beegle will provide the Service.

b) Beegle will collect data (via the Service) on the basis of documents and/or information provided by you. Beegle does not (and cannot) verify or warrant the validity or accuracy of such documents or information.

c) To the maximum extent permitted by law, Beegle bears no responsibility or liability to you for any misuse of Data that was deceitfully, fraudulently or illegally obtained from the Service, or any other means.

d) Beegle will not be liable for any delayed, partial or total non-performance of the Service arising directly or indirectly from any event outside of Beegle's control, including a failure by you to comply with any of your obligations under this Agreement.

e) Beegle may (but is not obliged to) develop new and improved versions of the Service.

f) Beegle continually monitors the Service and applies bug fixes as the need arises. Beegle reserves the right to prioritise such fixes in a way that in Beegle's reasonable opinion has least impact on the Service and all its users as detailed in our Service Level Agreement.

g) Beegle will use reasonable endeavours to meet such performance indicators as may be described in our Service Level Agreement but cannot guarantee they will be met at all times.

7) FEES, CLIENT GROUPS AND TERM

This clause 7 sets out: when this Agreement commences and terminates; how Fees are calculated, charged and paid; how client groups are activated and deactivated and how Client Terms operate; and the consequences of non-payment and termination. The detailed terms for Add-on Features and Excess Storage are in clauses 21 and 22 respectively.

Commencement and term of the Agreement

a) **Commencement.** This Agreement commences on the date you first register for and access the Service (the **Commencement Date**) and continues until terminated in accordance with this clause 7.

Client groups and Client Terms

b) **Definition of Client Term.** A **Client Term** is the 12-month period commencing on the first day of the month following the date a client group is first activated within the Service. After the initial Client Term, the Client Term continues on a month-to-month basis until ended in accordance with clause 7(d).

c) **Complimentary client groups.** Each Organisation is entitled to use up to two active client groups at no charge for the Core Service (**Complimentary Client Groups**). Complimentary Client Groups otherwise function in the same way as ordinary active client groups (including by being subject to a Client Term, contributing to the Storage Allowance, and being subject to all other terms of this Agreement); the only difference is that no Fees for the Core Service are charged in respect of them.

d) **Deactivation and end of Client Term.** You may deactivate a client group:

   i) before the expiry of the initial Client Term, in which case the Organisation remains liable to pay the monthly Fees for that client group until the end of the initial Client Term; or

   ii) after the initial Client Term has ended and the Client Term has continued on a month-to-month basis, in which case the subscription for that client group ceases at the end of the current month.

e) **Reactivation triggers a new Client Term.** If a client group is deactivated and subsequently reactivated, a new 12-month Client Term commences, per clause 7(b).

f) **Inactive client groups not charged.** Beegle does not charge Fees for the Core Service in respect of inactive client groups.

Fees and payment

g) **Fees for the Core Service.** If your Organisation has one or more active client groups (other than Complimentary Client Groups), you agree to pay Fees for the Core Service on a per active client group basis.

h) **Payment of Core Service Fees.** Fees for the Core Service must be paid in advance at monthly intervals. The first payment is due on the first day of the month following the Commencement Date.

i) **Fees for first month of Client Term.** As the Core Service is charged monthly in advance, Beegle does not charge a fee for the first partial month following the activation of a Client Group. The first charge for the client group will be invoiced at the start of the month following the activation of the client group. Monthly fees will then continue per this clause 7.

j) **Fees for Add-on Features and Excess Storage.** Fees for Add-on Features are calculated in accordance with clause 21. Excess Storage charges are calculated in accordance with clause 22. Fees and charges under this clause 7(j) may be invoiced in advance or in arrears as specified in the Payment Portal or other applicable written terms and are payable within 14 days of the invoice date unless otherwise specified.

k) **GST.** Fees are inclusive of GST. If any GST is imposed on a supply made under this Agreement, the party making the supply will collect from the recipient, in addition to any consideration due for the supply, an amount equivalent to the GST payable on that supply. If the recipient is required to pay an additional amount for GST under this clause, the recipient will pay the increased amount in the same manner and at the same time as the consideration which may be due under this Agreement.

l) **Fee increases.** Beegle may increase the Fees for the Core Service at any time after expiry of the initial Client Term for a client group, by giving the Organisation at least 30 days' written notice. Beegle will not increase the Fees for the Core Service for a client group during its initial Client Term. This clause 7(l) does not apply to: (i) Excess Storage charges, which are calculated and may be amended in accordance with clause 22; or (ii) Add-on Feature fees, which are governed by clause 21; or (iii) third-party pass-through costs subject to exchange rate fluctuations.

Suspension and termination

m) **Suspension for non-payment.** Without limiting the termination right at clause 7(n), Beegle may suspend access to the Account and the Service immediately if any Fees remain unpaid after their due date, until payment has been made in full. If the Account is suspended, all client groups will be marked as 'inactive' and 'read-only'. Reactivation of suspended client groups is treated as a new activation under clause 7(e) (so a new 12-month Client Term commences on reactivation).

n) **Termination by Beegle for non-payment.** Beegle may terminate the Account (and accordingly this Agreement) if any Fees remain unpaid for a period of 14 days after their due date.

o) **Termination by Beegle for cause.** Beegle may suspend or terminate the Account or access to the Service for cause, including (without limitation) breach of this Agreement, non-payment, or illegal use of the Service.

p) **Termination by the User.** You may terminate your Account (and accordingly this Agreement) at any time by ceasing use of the Service and giving Beegle at least 30 days' written notice. You will have access to the Service for the remainder of the period for which you have paid. Termination of the Account will not entitle you to a refund of Fees paid or payable for any active Client Term, unless otherwise required by law.

8) USER DATA

a) You acknowledge that the Data contains information which is protected under the Privacy Act 1988 (Cth) ("**Privacy Act**") and Beegle agrees to protect and otherwise deal with the Data only in accordance with the Privacy Act.

b) Beegle is not responsible or liable for unauthorised access to the Service including, without limitation, the unauthorised use of the Service or any Data by you, your employees or any contractor whether currently or previously employed or engaged by you or the contractor or any third party, as the case may be.

c) To the fullest extent permitted by law, you indemnify Beegle for any liability, cost, loss or damage arising out of or in connection with your failure to notify and/or to obtain the consent of any person in relation to their Data being uploaded to the Service and that Beegle will have access to their Data.

d) You warrant that you are authorised to collect and upload the Data to the Service.

e) Beegle will use reasonable endeavours to comply with its obligations under the Privacy Act and will otherwise treat any Data in its control in accordance with its privacy policy, which can be found at https://docs.beegle.au/books/agreements/page/current-documents.

f) Beegle reserves its rights to use de-identified and aggregated Data and you expressly consent to Beegle using your Data for this purpose provided that the de-identified Data cannot reasonably identify any individual or Organisation, and Beegle will not attempt to re-identify it.

g) Any Data which relates to a specific client will be retained in the Service as a “read only” file while ever you have an active Account. For the avoidance of doubt, if this Agreement is terminated and your Account ceases, all Data (including client files) will be removed from the Service and be no longer accessible by you. This clause 8(g) does not prevent a User from completing, editing, deleting or archiving Tasks in accordance with clause 23.

h) Beegle will handle Data only to provide, support and secure the Service, as permitted by clause 8(f), or as required by law.

i) On request before the Account ends, Beegle will provide the Organisation with a copy of its Data. Beegle will delete Data from backups within 30 days after the Account ends.

9) TITLE AND RISK

a) All rights, title and ownership in the Service (including all Intellectual Property Rights contained within the Service but excluding the Data you upload into the Service) shall at all times vest with Beegle (including without limitation any modifications or developments made to the Service either by Beegle or by you with or without the consent of Beegle).

b) Nothing in this Agreement grants you ownership of the Service or any other rights in respect of the Service other than those expressly granted in clause 4. You must not remove or alter any logo, copyright or other proprietary notices, symbols or labels appearing in any of the user interfaces of the Service.

c) Risk of use of, loss of or damage to the Service will pass to you on and from commencement of first use of the Service.

10) PROPRIETARY RIGHTS

a) You must not without Beegle’s written permission use the name, any trademark or logo associated with the Service or Beegle.

b) Any pre-existing Intellectual Property Rights owned by you before the commencement of this Agreement, will remain vested in you.

c) Beegle owns all Intellectual Property Rights in the Service, including any developments or customisation of the Service made at your specific request.

d) You agree:

   i) not to decompile, copy, disassemble, reverse engineer or otherwise attempt to derive or use the Source Code from the Service or any part of it;

   ii) not to copy or engage any third party for the purposes of copying the functional operation of the Service, including without limitation the "look and feel" of the user interface, the logical sequence of operations and commands of the Service and the on-screen graphic style, colours, and content;

iii) not to sell, rent, lease, license, display, time share or otherwise transfer any part of the Service to, or permit the use of any part of the Service by, any third party;

iv) to preserve the confidential nature of the Confidential Information (including Intellectual Property Rights contained within the Service), and to use reasonable care to prevent the unauthorised use, copying, publication or dissemination of any part of the Service and/or Beegle's Confidential Information;

v) not to alter, enhance, adapt, develop or modify any part of the Service or attempt to do any of those things or procure a third party to do or attempt to do any of those things;

vi) not to knowingly disclose or grant access to the Service or any part of it to any third party who may, or has the capacity to contravene sub-clauses (i) to (iii) above; and

vii) not to permit or allow any third party to do anything which, if committed by you, would be a breach of any one or more of the sub-clauses (i) to (vi) above.

e) This Agreement does not transfer to you any right, title or interest in the Service, any customisation or development of the Service undertaken at your request, the Source Code or any user manuals or collateral or supporting documentation.

f) Any Intellectual Property Rights existing in the Service (including any modifications, enhancements or developments made to the Service whether or not made by you or at your request), remain at all times with Beegle.

g) If you (or any of your employees, contractors or agents) provide Beegle with any feedback, suggestions, ideas, evaluations, bug reports or other comments relating to the Service (**Feedback**), you grant Beegle a perpetual, irrevocable, worldwide, royalty-free, transferable, sub-licensable licence to use, reproduce, modify, distribute and otherwise commercialise that Feedback for any purpose, without compensation or attribution. You warrant that you have all rights necessary to grant this licence and that the Feedback does not infringe any third-party rights.

h) Beegle reserves the right to develop software separate to the Service the subject of this Agreement. Any new software may use other technologies in addition to current technologies. You agree that any additional fees for new functionality or modules not available in the current technology-based system may be applicable should you wish to upgrade. In addition to this, should you wish to use services and features not included in this Agreement, Beegle may agree in writing to provide these services or features on commercial terms.

11) CONFIDENTIALITY

a) A party will not, without the prior written approval of the other party, disclose the other party's Confidential Information.

b) A party will not be in breach of this clause 11 in circumstances where it is legally compelled to disclose the other party's Confidential Information.

c) Each party will take all reasonable steps to ensure that its employees and agents, and any sub-contractors engaged for the purposes of this Agreement, do not make public or disclose the other party's Confidential Information.

d) Notwithstanding any other provision of this clause 11, a party may disclose the terms of this Agreement (other than Confidential Information of a technical nature) to its related companies, solicitors, auditors, insurers and accountants.

12) DISCLAIMER OF WARRANTIES

a) The Service is provided “as is” and “as available”.

b) To the fullest extent permitted by law, Beegle disclaims all representations and warranties, express or implied. Nothing in this Agreement excludes, restricts, or modifies any consumer guarantee, right, or remedy conferred by the Australian Consumer Law (ACL) or any other applicable law that cannot be excluded, restricted, or modified by agreement .

c) Except as expressly warranted above, Beegle does not warrant or make any representations:

   i) that the Service is of merchantable quality, suitable for your use, or is fit for any other purpose or use;

   ii) that operation of the Service will be uninterrupted or that the Service is error-free;

   iii) regarding the results of any use of the whole or any part of the Service;

   iv) that the reporting capabilities of the Service will comply with any legislative requirements; or

   v) as to the accuracy, reliability or content of any data, information, service or goods obtained through any use of the whole or any part of the Service.

13) LIMITATION OF LIABILITY

a) You are responsible for determining that the Service is suitable for your own use or purpose.

b) You assume all risk for any loss or damage resulting directly or indirectly from your use of or inability to use the Service.

c) To the extent permitted by law, neither party will be liable for any consequential, indirect, exemplary or punitive damage (including, but not limited to, loss of actual or anticipated profits or revenues, loss by reason of shutdown or non-operation, increased cost of borrowing, capital or financing, or loss of use or productivity, etc.) whether caused by or in relation to breach of contract, warranty, tort, product liability, contribution or strict liability, whether arising under this Agreement, at law or in equity.

d) The above clause does not apply to a party’s liability in respect of:

   i) fraud or wilful misconduct; and

   ii) liability for infringement of Intellectual Property Rights.

e) To the extent permitted by law, Beegle’s aggregate liability for any claims made under or in connection with this Agreement will be limited to total Fees paid in the preceding 12 months of the Agreement.

f) Where any statute or law implies warranties or conditions into this Agreement, which cannot be lawfully modified or excluded under this Agreement (**Non-excludable Condition**) then this Agreement will be read subject to such Non-excludable Condition. Where such statute or law permits, Beegle limits its liability to you for breach of such Non-excludable Condition to re-supplying access to the Service or paying for the re-supply.

g) Each party (**Indemnifier**) indemnifies the other party against all liability, loss, cost or damage caused by any of the following:

   i) breach by the Indemnifier of the Agreement;

   ii) any claims arising out of or in any way related to an injury to or death of any person or loss of or damage to any tangible property arising out of or in any way relating to this Agreement and caused by the Indemnifier's act or omissions; and

   iii) any claim by a third party arising out of or in any way related to the Indemnifier's wilful, negligent or unlawful act or omission,

   iv) provided however that the Indemnifier's liability under this clause 13(g) is reduced proportionately to the extent that any negligent act or omission of the other party contributed to the liability.

14) DISPUTE RESOLUTION

a) In any dispute arising out of or in connection with this Agreement, both parties agree to first negotiate in good faith with the other party to resolve it.

b) If the dispute is not resolved by those negotiations within 30 days, you agree that the matter may be referred to the Australian Disputes Centre (**ADC**) for resolution by mediation and if necessary, by arbitration in accordance with the ADC Guidelines for Commercial Mediation and Rules for Domestic Arbitration.

15) GOVERNING LAW

a) This Agreement is governed by the laws of New South Wales, Australia, and subject to the exclusive jurisdiction of its courts.

16) AMENDMENTS

a) Beegle may modify this Agreement, including the Privacy Policy and the SLA, by giving you notice by email or platform notification. The notice will say when the modification takes effect.

b) A modification takes effect at least 30 days after the notice is given, unless clause 16(c) applies.

c) A modification may take effect on an earlier date stated in the notice, including the date the notice is given, if Beegle reasonably considers that it is:

   i) required by law, regulation, a court order or a regulator;

   ii) needed to protect the security or integrity of the Service; or

iii) not materially detrimental to you, such as correcting errors, clarifying wording, or describing more accurately how Beegle handles personal information.

d) This clause does not shorten any other notice period in this Agreement, including for changes to Fees (clauses 21(e), 22(g) and 7(l)).

e) If you do not agree with a modification, you may terminate this Agreement by notice before it takes effect or, for a modification under clause 16(c), within 30 days after the notice is given. If you continue to use the Service after a modification takes effect, you accept the revised Agreement.

17) ASSIGNMENT

a) You must not assign, whether in whole or part, the benefit of this Agreement or any rights or obligations hereunder, without the prior written consent of Beegle.

b) Beegle may assign any rights or benefits under this Agreement without your prior written consent. You must do all things and sign all documents to give effect to any assignment by Beegle.

18) ENTIRE AGREEMENT

a) This Agreement (together with the Privacy Policy, the SLA and any written terms applicable to an Add-on Feature activated by you) constitutes the entire agreement between you and Beegle.

19) AI FEATURES

a) The Service may include AI-powered features designed to assist with financial planning. These features operate based on the Data you provide and do not constitute financial advice.

b) You acknowledge that AI outputs may contain errors and always require professional judgment.

c) AI features process Data only in Australia, using the providers listed in the Beegle user guides. AI providers do not keep prompts or outputs after returning a result, and Data is not used to train AI models.

d) A User who uploads a recording warrants that it was made lawfully, with any notice and consent required by law from the people recorded. Beegle processes recordings but does not make them.

e) Meeting recordings are deleted within 7 days unless the User saves them. Transcripts and AI outputs that a User saves are Data.

f) The User is responsible for reviewing AI outputs, including draft content before it is saved and information imported by AI (using the import log), and for any decision made about a client, including any obligation to describe automated decision-making in the User's own privacy policy.

20) THIRD-PARTY SERVICES

a) The Service may integrate with third-party platforms (including via application programming interfaces, or APIs) including (without limitation) the Payment Portal. Your use of such third-party platforms or services will be subject to the relevant third party terms and privacy policies, which you are responsible for reviewing and complying with prior to authorising any integration.

b) Beegle is not responsible for any third party's software and shall have no liability for your use of the third-party software, including (without limitation) any liability for the availability, security, accuracy, completeness or performance of any third-party platform, or for any acts or omissions of any third-party provider.

c) Where you authorise an integration between the Service and any third-party platform, you acknowledge and agree that:

   i) any Data transmitted to that third party will be governed by that third party's terms and privacy policy, and will be deemed to have been disclosed by you (and not by Beegle) to that third party;

   ii) Beegle has no control over, and accepts no responsibility for, the way any third party handles, stores or uses Data transmitted to it; and

   iii) you are responsible for obtaining all consents required from any individual whose personal information is transmitted to the third party as part of any such integration.

d) Without limiting clause 8 or the Privacy Policy, any data breach or security incident that occurs on a third-party platform (and not on Beegle's systems) is the responsibility of the relevant third party. Beegle's notification obligations under the Privacy Act and the Notifiable Data Breaches scheme apply only to Eligible Data Breaches involving Beegle's systems.

21) ADD-ON FEATURES

a) Beegle may from time to time make Add-on Features available to Users. Add-on Features may be charged on a per-Organisation, per-User, per-active client group, usage or other basis as Beegle determines.

b) The fees, billing frequency, billing arrangements (including whether charged in advance or in arrears, any free or pro-rata partial month, and any minimum term) and any additional terms applicable to an Add-on Feature will be set out in written terms made available to you at the time of activation. By activating an Add-on Feature, you agree to those terms.

c) In the event of any inconsistency between this Agreement and the additional terms applicable to an Add-on Feature, the additional terms prevail to the extent of the inconsistency, but only in respect of that Add-on Feature.

d) Beegle may modify, suspend or discontinue any Add-on Feature on 30 days' notice. The remainder of this Agreement will continue to apply to your use of the Core Service.

e) Changes to Add-on Feature fees. Beegle may vary the fees for an Add-on Feature by giving the Organisation at least 30 days' written notice. The varied fees apply to billing periods commencing on or after the date specified in the notice. The Organisation may deactivate the Add-on Feature before that date, in which case the varied fees will not apply. This clause 21(e) does not apply to Excess Storage charges, which are governed by clause 22(g).

22) STORAGE ALLOWANCE AND EXCESS STORAGE

a) **Storage Allowance.** The Organisation is provided with a Storage Allowance of 10 GiB per active client group held by the Organisation (including any Complimentary Client Groups). The Storage Allowance is held at the Organisation level and is shared amongst all records falling under the Organisation. It is not allocated to or apportioned among individual Users, and is not increased by adding further Users to the Organisation.

b) **Units.** For the purposes of this clause 22, "GiB" or "gibibyte" means 2^{30} bytes (1,073,741,824 bytes), distinct from "gigabyte" (GB) which means 10^9 bytes (1,000,000,000 bytes). Storage volumes measured by the Service may differ from volumes reported by operating systems or other software that report in GB.

c) **Scope of measurement.** Storage usage for the purposes of this clause 22 is measured by reference to Organisation Files only. It does not include the Service's database, system logs, or any back-up copies of Organisation Files maintained by Beegle.

d) **Daily measurement and Daily Excess.** On each day during a billing period, Beegle will measure the Organisation's Organisation File storage usage in GiB at a consistent time of day. If that measurement exceeds the Storage Allowance, the amount of the excess (in GiB) is the **Daily Excess** for that day. If the measurement is at or below the Storage Allowance, the Daily Excess for that day is zero, and a day on which the Daily Excess is less than zero does not reduce or offset any Daily Excess that has accrued on other days during the billing period.

e) **Calculation of charge.** The Excess Storage charge for a billing period (in US dollars, before currency conversion under clause 22(f)) is calculated as:

$$\mathbf{S \times R \times 1.25 \times 12 \div 365.25}$$

where:

i) S = the sum of the Daily Excess values (in GiB) for all days in the billing period;

ii) R = USD 0.1595 (the **Per-GiB-Month Rate**);

The Per-GiB-Month Rate aggregates the per-GiB-per-month cost incurred by Beegle for (i) primary storage of Organisation Files; and (ii) back-up storage of Organisation Files. It also includes GST. Primary storage and back-up storage have separate underlying pricing structures; the Per-GiB-Month Rate is the sum of those two per-GiB-per-month costs and is applied once to the volume of Excess Storage measured under clauses 22(c) and 22(d) (i.e. back-up volume is not separately measured or charged).

iii) The factor of 1.25 represents a 25% markup applied to the Per-GiB-Month Rate.

f) **Currency conversion.** Excess Storage charges calculated under clause 22(e) will be converted from US dollars to Australian dollars using the exchange rate published by the Reserve Bank of Australia as at the date of invoicing (or, if no rate is published on that date, the most recently published rate prior to that date).

g) **Changes to rate or markup.** Beegle may amend the Per-GiB-Month Rate or the markup percentage in clause 22(e) from time to time, including (without limitation) to reflect changes in the underlying third-party storage costs incurred by Beegle. Beegle will give the Organisation at least 30 days' written notice of any such change. The amended rate or markup applies to billing periods commencing on or after the date specified in the notice.

h) **Dashboard display.** The Service may display the Organisation's instantaneous (current) Organisation File storage usage on a dashboard or similar interface. Instantaneous values shown on the dashboard are provided for monitoring purposes only. Excess Storage charges are calculated based on daily measurements over the billing period in accordance with clauses 22(d) and 22(e), not on the instantaneous values displayed.

i) **Invoicing.** Excess Storage charges will be invoiced monthly in arrears. Invoices are payable within 14 days of the invoice date.

j) **Notification.** Beegle will use reasonable endeavours to notify the Organisation if its Organisation File storage usage approaches or exceeds the Storage Allowance, but the Organisation remains responsible for monitoring and managing its usage.

k) **Non-payment.** If any Excess Storage charges remain unpaid within the period set out in clause 22(i), Beegle may exercise its rights under clauses 7(m) and 7(n).

23) TASK MANAGEMENT

a) **Designation**. Task Management is an Add-on Feature and does not form part of the Core Service. Clause 21 applies to Task Management, as supplemented by this clause 23. This clause 23 constitutes written notice of that designation for the purposes of clause 1(b).

b) **Definitions**. In this clause 23:

   i) **Task** means a discrete task record created within Task Management.

   ii) **Client Group Task** means a Task which is associated with a client group.

   iii) **Organisation Task** means a Task which is associated with the Organisation and not with any client group.

   iv) **Incomplete Task** means a Task that has been marked as incomplete and has not been deleted or archived.

   v) **Task-Bearing Client Group** means, on a Measurement Date, a client group which either (i) is active and has one or more Client Group Tasks, or (ii) is inactive and has one or more Client Group Tasks that are Incomplete Tasks.

   vi) **Chargeable Client Group Count** means, on a Measurement Date, the number of Task-Bearing Client Groups on that date less two (representing the Complimentary Client Groups), and is not less than zero.

vii) **Measurement Date** means the first day of each calendar month, or such other consistent day as Beegle notifies to the Organisation.

c) **Activation and authority**. Task Management is activated in respect of a client group when a Client Group Task is first created for, or first associated with, that client group. Before the first Client Group Task is created for or associated with a client group, the Service will display the Fees payable and the basis of charging under this clause 23, and the User must confirm acceptance before the Task is created. By confirming, the User:

i) does so on behalf of the Organisation;

ii) warrants that they are authorised to commit the Organisation to the Fees under this clause 23; and

iii) agrees to this clause 23 on behalf of the Organisation. This confirmation constitutes the written terms made available at the time of activation for the purposes of clause 21(b).

d) **Fees**. Subject to clause 23(f), Fees for Task Management are $0.50 (inclusive of GST) per calendar month multiplied by the Chargeable Client Group Count on the Measurement Date for that month. Fees are invoiced monthly in advance and are payable within 14 days of the invoice date.

e) **How charging is avoided or reduced**. A client group which is not a Task-Bearing Client Group on a Measurement Date does not count towards the Chargeable Client Group Count for that month. Before the next Measurement Date the Organisation may:

i) in respect of an active client group, delete all of its Client Group Tasks. Marking a Task as complete does not, of itself, prevent an active client group from being a Task-Bearing Client Group; and

ii) in respect of an inactive client group, complete or delete its Client Group Tasks so that none remains an Incomplete Task.

Beegle will make functionality available to complete and delete Tasks, including in respect of inactive client groups.

f) **Suspension**. No Fees accrue under this clause 23 in respect of any period during which the Account is suspended under clause 7(m). Clause 7(f) is not affected by this clause 23; Fees under this clause 23 are Add-on Feature fees and not Fees for the Core Service.

g) **No Client Term**. Activation of Task Management does not commence a Client Term, and clauses 7(b) to 7(f) do not apply to Task Management. Ceasing to use Task Management does not deactivate any client group, and deactivating a client group does not of itself delete its Client Group Tasks.

h) **Ceasing Fees.** A client group ceases to count towards the Chargeable Client Group Count when it ceases to be a Task-Bearing Client Group, in accordance with clause 23(e). Fees remain payable for the calendar month in which that occurs. There is no separate Organisation-level disablement of Task Management; an Organisation ceases to incur Fees under this clause 23 when the Chargeable Client Group Count is zero.

i) **Complimentary Client Groups.** The entitlement to two Complimentary Client Groups under clause 7(c) is applied to Task Management as a reduction of two in the number of Task-Bearing Client Groups charged in each calendar month, in accordance with the definition of Chargeable Client Group Count in clause 23(b). It is not applied to any particular client group, and no client group is identified as a Complimentary Client Group for the purposes of this clause 23. The reduction under this clause 23(i) is separate from, and does not reduce or consume, the entitlement as it applies to Fees for the Core Service.

j) **Changes to Fees**. Fees for Task Management may be varied in accordance with clause 21(e).

k) **Data**. Tasks and associated data are Data for the purposes of clause 8 and are dealt with accordingly.

l) **Availability**. Beegle may modify, suspend or discontinue Task Management in accordance with clause 21(d). Clauses 12, 13 and 19 apply to Task Management.

m) **Organisation Tasks**. No Fees are payable under this clause 23 in respect of Organisation Tasks. The existence of an Organisation Task does not cause any client group to be a Task-Bearing Client Group.

n) **Association and re-association**. Where a Task is associated with a client group, whether on creation or subsequently, it is a Client Group Task from that time. Where a Client Group Task ceases to be associated with a client group, it ceases to be a Client Group Task from that time. The requirements of clause 23(c) apply in respect of a client group on each occasion a Client Group Task is created for, or associated with, that client group at a time when that client group has no other Client Group Task. Where a client group already has one or more Client Group Tasks, no further confirmation is required for additional Tasks created for or associated with it.