

Terms of Service

Introduction

DataShift Pty Ltd ("**DataShift**", "**we**", "**us**" or "**our**") is an Australian company that develops software and integration solutions for businesses, including electronic data interchange (EDI) document automation and generalised software integration services. Our customers operate primarily in Australia but may also be located in other jurisdictions. When you engage with our products and services or visit our websites (collectively, **Services**), we collect, use and process information about your organisation and individuals acting on your behalf (**you** or **your**).

1. Acceptance of Terms

These Terms of Service (**Terms**) are a legally binding agreement between DataShift Pty Ltd and the entity or person who accesses or uses the Services (**Customer** or **you**). By creating an account, using the Services, or signing an order form, you confirm that you have read, understood and agree to be bound by these Terms and our Privacy Policy. If you are accepting on behalf of a company or other legal entity, you represent that you have authority to bind that entity. If you do not agree to these Terms, you must not use the Services.

2. Definitions

- **Account** means a unique account created for you to access the Services.
- **Content** means any text, data, files, images, scripts, software or other materials uploaded to or processed by the Services.
- **Documentation** means any manuals, guides or policies provided by DataShift relating to the Services.
- **Order** means an order form, statement of work or other written agreement specifying the Services, subscription term and fees.

3. Eligibility and Account Responsibilities

1. **Eligibility** – The Services are intended for use by businesses. You must be at least 18 years old and have authority to act on behalf of the Customer to register an Account.

2. **Account Information** – You must provide accurate, current and complete information when creating an Account and keep such information up to date. You must not create an Account using false identity or information or on behalf of someone else without authorisation.
3. **Credentials and 2FA** – You are responsible for maintaining the confidentiality of your login credentials and for all activities that occur under your Account. You must implement reasonable security measures, including strong passwords and, where we require it, multi-factor authentication. The GDPR recognises two-factor authentication as a technical measure to protect personal data. You must notify us immediately of any unauthorised access or security breach. DataShift will not be liable for any loss or damage arising from your failure to secure your Account.

4. Scope of Services

1. **Licence** – Subject to these Terms and your timely payment of fees, DataShift grants you a limited, non-exclusive, non-transferable, revocable licence to access and use the Services during the subscription term for your internal business purposes.
2. **Proprietary Rights** – DataShift and its licensors own all intellectual property rights in the Services, including software, documentation, templates, logos and trademarks. Except for the rights expressly granted, these Terms do not convey any right, title or interest in or to the Services.
3. **Restrictions** – You must not (and must not permit anyone else to) (i) copy, modify, translate, adapt, reverse engineer, decompile or disassemble the Services; (ii) sell, license, sublicense, lease, transfer or provide access to the Services to a third party except as expressly permitted; (iii) remove or alter any proprietary notices; (iv) use the Services to develop a competing product or service; or (v) use automated means to extract data from the Services without our prior written consent.

5. User Data and Privacy

1. **Your Data** – You retain all rights in and to Content you upload or process through the Services ("Your Data"). You grant DataShift a worldwide, non-exclusive right to host, store, process, transmit and

display Your Data as necessary to provide and improve the Services and fulfil our obligations under these Terms.

2. **Compliance with Laws** – You are responsible for ensuring that Your Data and your use of the Services comply with all applicable laws and regulations, including data protection and privacy laws. You must obtain all necessary consents and provide all required notices to individuals whose personal data you submit to the Services.
3. **Privacy** – Our collection, use and disclosure of personal information is governed by the Privacy Policy above. By using the Services, you consent to our handling of personal information as described in the Privacy Policy.
4. **Aggregated Data** – We may collect and use de-identified or aggregated data derived from Your Data to operate, analyse and improve our Services, provided that such data does not identify you or any individual.

6. Payments and Billing

1. **Fees** – You agree to pay the fees specified in your Order or as otherwise agreed in writing. All fees are in Australian dollars unless stated otherwise and are exclusive of applicable taxes.
2. **Invoicing** – Unless otherwise agreed, fees are invoiced monthly in advance. Payment terms are net 30 days from the invoice date. You must provide complete and accurate billing and contact information and update it promptly if it changes.
3. **Payment Processing** – Payments are processed by third-party providers (e.g., Stripe). By providing payment details, you authorise DataShift and our third-party payment processors to charge the fees and any applicable taxes. We are not responsible for errors by payment processors.
4. **Late Payments** – If we do not receive payment by the due date, we may charge interest on overdue amounts at the maximum rate permitted by law and may suspend or terminate your access to the Services.
5. **Taxes** – You are responsible for any taxes, duties or governmental charges associated with your purchase of the Services, other than taxes based on DataShift's net income.

7. Acceptable Use and Prohibited Conduct

You agree not to:

- Use the Services in violation of any applicable law or regulation;
- Upload, transmit or process any content that is unlawful, defamatory, obscene, harassing, threatening, harmful, misleading, violates privacy or intellectual property rights, or contains viruses or malicious code;
- Use the Services to send unsolicited or unauthorised advertising, promotional materials, spam or harassing communications;
- Attempt to gain unauthorised access to the Services, systems or networks or interfere with their normal operation;
- Use the Services in a manner that could disable, overburden or impair the Services or interfere with another user's access;
- Bypass or circumvent measures designed to protect the Services or third-party systems.

We reserve the right to monitor compliance and suspend or terminate accounts engaged in prohibited conduct.

8. Third-Party Services and Integrations

The Services may interoperate with third-party services (e.g., payment processors, EDI networks, cloud platforms). These third-party services are governed by their own terms and privacy policies. DataShift does not control and is not responsible for third-party services. Your use of third-party services is at your own risk and subject to your agreements with them. DataShift may change, discontinue or suspend access to third-party services at any time without notice.

9. Confidentiality

"**Confidential Information**" means any non-public information disclosed by one party (the **Discloser**) to the other (the **Recipient**) that is identified as confidential or that a reasonable person would understand to be confidential. Confidential Information includes business plans, customer lists, technology and non-public product information, but excludes information that: (i) is or becomes publicly available through no fault of the Recipient; (ii) is already rightfully known by the Recipient; (iii) is independently developed without use of the Discloser's

Confidential Information; or (iv) is obtained from a third party without breach of any obligation.

The Recipient must use the Discloser's Confidential Information solely for the purpose of performing its obligations under these Terms and must not disclose it to any third party except to employees and advisers who need to know and are bound by confidentiality obligations. The Recipient must protect the Discloser's Confidential Information using at least the same degree of care it uses to protect its own information and no less than reasonable care. If required by law or court order, the Recipient may disclose Confidential Information after giving notice (if permitted) and cooperating to limit the disclosure.

10. Data Security

DataShift follows security practices described in the Privacy Policy. We will maintain appropriate technical and organisational measures to protect Your Data. You acknowledge that no system is completely secure and agree to implement reasonable security controls (including multi-factor authentication and access restrictions) for accounts accessing the Services.

11. Term and Termination

1. **Term** – These Terms commence on the date you first accept them and continue until terminated in accordance with this section. Each Order will have its own subscription term.
2. **Termination by You** – You may terminate the Services at the end of the subscription term by providing written notice at least 30 days before the renewal date. Some Orders may be non-cancellable during the term; consult your Order.
3. **Termination by DataShift** – We may terminate or suspend your access immediately if: (i) you breach these Terms and fail to cure the breach within 14 days of written notice; (ii) you fail to pay fees when due; (iii) your use poses a security risk or could harm our systems or other users; or (iv) we are required by law to do so.
4. **Effect of Termination** – Upon termination, your licence to use the Services ends, and you must cease all use. We will delete or return Your Data within a reasonable period, except for copies retained for archival or legal purposes. Termination does not relieve you of the obligation to pay any outstanding fees.

12. Disclaimer of Warranties

To the maximum extent permitted by law, the Services are provided "**as is**" and "**as available**" without warranties of any kind, express or implied. DataShift disclaims all warranties, including any implied warranties of merchantability, fitness for a particular purpose, non-infringement, uninterrupted or error-free operation, and availability. Where any law (such as the Australian Consumer Law) implies a guarantee that may not lawfully be excluded, DataShift's liability for breach of such guarantee is limited to the supply of the services again or the payment of the cost of having them supplied again.

13. Limitation of Liability

To the fullest extent permitted by law, DataShift will not be liable for any indirect, incidental, consequential, special, exemplary or punitive damages, or loss of profits, revenues, goodwill or data, arising from or related to the Services or these Terms, even if advised of the possibility of such damages. DataShift's total aggregate liability under these Terms will not exceed the fees paid by you for the Services giving rise to the claim in the 12 months preceding the event. Nothing in these Terms excludes liability that cannot be excluded by law.

14. Indemnity

You agree to indemnify and hold harmless DataShift, its affiliates, officers, directors, employees and agents against any claims, liabilities, damages, losses and expenses (including legal fees) arising from: (i) Your Data; (ii) your use or misuse of the Services; (iii) your violation of these Terms; or (iv) your violation of applicable laws or the rights of any third party.

15. Governing Law and Dispute Resolution

These Terms are governed by the laws of South Australia, Australia, without regard to its conflict-of-law principles. The parties agree to submit to the exclusive jurisdiction of the courts of South Australia. Before commencing proceedings, the parties will use reasonable efforts to resolve any dispute amicably by negotiation. Nothing in this section restricts a party's right to seek urgent injunctive relief.

16. Changes to Terms

DataShift may modify these Terms from time to time. We will notify you of material changes by posting the updated Terms on our website or through the Services and updating the “Last Updated” date. Your continued use of the Services after the effective date constitutes your acceptance of the revised Terms. If you do not agree to the changes, you must stop using the Services.

17. General

- **Entire Agreement** – These Terms, the Privacy Policy and any Order constitute the entire agreement between you and DataShift and supersede all prior agreements relating to the Services.
- **Assignment** – You may not assign or transfer these Terms or your rights without our prior written consent. DataShift may assign these Terms to an affiliate or in connection with a merger, acquisition or sale of assets.
- **Severability** – If any provision of these Terms is held to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the remaining provisions will remain in full force.
- **Waiver** – A failure or delay by a party to exercise any right or remedy does not operate as a waiver.
- **Force Majeure** – DataShift will not be liable for any delay or failure to perform due to causes beyond its reasonable control, including acts of God, labour disputes, power failures, internet disruptions, strikes, civil unrest or governmental actions.

Last Updated: 6 October 2025
