SENQUIP TERMS OF SERVICE

Revision	Date	Change
1.0	13 February 2019	First release
2.0	3 June 2022	Updated to include hosted services
3.0	13 October 2023	Major update
4.0	2 September 2026	Updated online service, data, security, subscription and liability provisions

These Terms of Service ("Terms") govern access to and use of online services, portals, websites, applications, APIs and related hosted services provided by Senquip Pty Ltd ("Senquip", "we", "us" or "our") (collectively, the "Services"). They apply together with any quotation, order confirmation, subscription plan, service description or other written agreement applicable to the Services.

By creating an account, subscribing to or using the Services, the user or entity using them ("User", "you" or "your") agrees to these Terms. If you act for a company or other legal entity, you represent that you have authority to bind that entity.

If there is an inconsistency, the order of priority is: (a) a specific written agreement or order confirmation; (b) the applicable quotation; (c) an applicable subscription plan or service description; and (d) these Terms.

1. Accounts and Access

1) You must provide accurate account and contact information and keep it reasonably current.
2) You are responsible for activity carried out using your accounts and credentials, except to the extent caused by Senquip's breach of these Terms or applicable law.
3) You must take reasonable steps to protect credentials, authentication methods and access to the Services and promptly notify Senquip if you become aware of unauthorised access or a security incident affecting your account.
4) Access permissions may allow administrators or other authorised users to grant, change or remove access to Devices and Device Data. You are responsible for permissions granted by you or your authorised administrators.

2. Acceptable Use

1) You must use the Services only for lawful purposes and in accordance with these Terms.
2) You must not:
   a) attempt to gain unauthorised access to the Services, systems, networks or data;
   b) interfere with or disrupt the integrity, security or performance of the Services;
   c) introduce malicious code or use the Services for phishing, fraud or unlawful activity;
   d) use the Services to store or transmit material that unlawfully infringes third-party rights; or
   e) reverse engineer or decompile proprietary elements of the Services except to the extent such restriction is prohibited by law.
3) You are responsible for the legality, accuracy and integrity of data, commands, configurations and other material submitted by you, your Devices or your authorised users.

3. Service Availability and Changes

1) Senquip will use reasonable endeavours to provide the Services reliably, but does not guarantee uninterrupted or error-free availability.
2) Availability may be affected by maintenance, updates, internet or telecommunications failures, cloud infrastructure, third-party providers, security events and circumstances outside Senquip's reasonable control.
3) Senquip may update, enhance, modify or replace features of the Services as part of normal product development, security maintenance and operation.

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4) Senquip may temporarily restrict or suspend access where reasonably necessary to protect security, integrity, other users, Senquip systems or to comply with law.

4. Devices, Commands and Customer Systems

1) The Services may receive Device Data and may allow authorised users to configure, update or send commands to connected Devices.
2) You are responsible for determining who is authorised to control or configure Devices and for the consequences of commands, configurations, scripts or settings initiated by you or your authorised users.
3) Network delay, loss of connectivity, device availability and third-party communications services may affect whether or when data or commands are transmitted. The Services must not be relied upon as the sole safety mechanism for machinery, plant or other equipment.

5. Your Data

1) "Your Data" means electronic data or information submitted to the Services by you, your authorised users or Devices for which you are responsible, including Device Data.
2) As between you and Senquip, you retain ownership of Your Data.
3) You grant Senquip a worldwide, non-exclusive licence to host, copy, process, transmit, display and otherwise use Your Data only as reasonably necessary to provide, secure, support, maintain and improve the Services, comply with law, and fulfil Senquip's obligations to you.
4) You represent that you have the rights and permissions necessary for Senquip to process Your Data in accordance with these Terms.
5) Senquip may create and use aggregated or de-identified information that does not identify you, your users or identifiable individuals for service operation, analytics, security, reliability and product improvement.

6. Data Security and Confidentiality

1) Senquip maintains reasonable administrative, technical and organisational safeguards appropriate to the nature of the Services and data processed.
2) Each party must protect the other party's Confidential Information and must not use or disclose it except as necessary to perform or receive the Services, exercise rights under these Terms, or as permitted by law.
3) Confidential Information does not include information that is or becomes public other than through breach of these Terms, was already lawfully known to the receiving party, or is independently developed or lawfully received from a third party without confidentiality obligations.
4) A party may disclose Confidential Information where required by law, provided it gives reasonable notice where legally permitted.
5) No internet-connected service can be guaranteed completely secure. You remain responsible for security controls within your own accounts, networks, devices and systems.

7. Privacy

1) Senquip handles Personal Information in accordance with its current Privacy Policy and applicable privacy law.

8. Intellectual Property and Licence

1) Senquip and its licensors retain all intellectual property rights in the Services, software, APIs, documentation, interfaces, designs, methods, know-how and related technology.
2) Subject to these Terms and payment of applicable fees, Senquip grants you a non-exclusive, non-transferable right during the applicable subscription or service period to access and use the Services for your internal business purposes and to manage authorised Devices and Your Data.
3) If Senquip creates custom deliverables for you, pre-existing Senquip software, libraries, methods, tools, know-how and reusable components remain Senquip property unless expressly agreed otherwise in writing. You receive the rights expressly stated in the applicable written agreement.
4) If you provide suggestions or feedback, Senquip may use them without restriction or obligation, provided this does not grant Senquip ownership of Your Data or your Confidential Information.

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9. Third-Party Services

1) The Services may interoperate with third-party networks, applications, payment services, cloud services or other providers.
2) Senquip is not responsible for the availability, acts, omissions or terms of independent third-party services, except to the extent Senquip has expressly accepted responsibility in a written agreement.
3) Your use of third-party services may be subject to separate terms between you and the relevant provider.

10. Fees, Billing and Taxes

1) Fees and billing arrangements are those stated in the applicable quotation, order confirmation, subscription plan or other written agreement.
2) Unless otherwise stated, subscription fees are charged for the applicable billing period and are non-refundable once that period has commenced, except where required by law.
3) You are responsible for charges incurred through Services and subscriptions associated with your account, Devices and authorised users in accordance with the applicable plan.
4) Senquip may change recurring fees by providing reasonable notice. Any change will take effect no earlier than the next applicable renewal or billing period.
5) Fees exclude applicable taxes, duties and government charges unless expressly stated otherwise. You are responsible for such amounts other than taxes imposed on Senquip's net income.
6) If an amount is overdue, Senquip may suspend affected paid Services after reasonable notice, except where the amount is subject to a genuine dispute raised promptly and in good faith.

11. Warranties

1) Nothing in these Terms excludes, restricts or modifies a guarantee, warranty, right or remedy that cannot lawfully be excluded, restricted or modified.
2) Subject to clause 11.1 and to the maximum extent permitted by law, Senquip does not warrant that the Services will be uninterrupted, error-free or suitable for every particular purpose, environment or integration.
3) Any service levels or specific performance commitments apply only where expressly stated in a written service level agreement or other written agreement.

12. Limitation of Liability

1) Nothing in these Terms limits liability that cannot lawfully be limited.
2) To the maximum extent permitted by law, Senquip is not liable for indirect, incidental, special or consequential loss, or for loss of profit, revenue, production, data, business opportunity or anticipated savings arising from or in connection with the Services.
3) To the maximum extent permitted by law, Senquip's aggregate liability arising out of or in connection with the Services during any 12-month period is limited to the fees paid or payable to Senquip for the affected Services during that 12-month period.
4) Where applicable law permits Senquip to limit a remedy for breach of a statutory guarantee, Senquip's liability is limited, at Senquip's option, to resupplying the affected Services or paying the reasonable cost of having them supplied again.

13. Indemnity

1) You indemnify Senquip against third-party claims arising directly from unlawful content or data supplied by you, or your use of the Services in material breach of clause 2, to the extent caused or contributed to by you.
2) The indemnity in clause 13.1 does not apply to the extent a claim, loss or cost was caused by Senquip's negligence, breach of contract or unlawful conduct.

14. Suspension and Termination

1) You may cancel a subscription in accordance with the applicable subscription plan or written agreement. Unless otherwise stated, cancellation prevents future renewal but does not create a refund for a billing period already commenced.
2) **S**enquip may terminate a paid Service without cause on at least 30 days' written notice and will provide a pro-rata refund of prepaid fees relating to the unused period after termination, unless the termination results from your breach.

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3) Senquip may suspend or terminate access immediately where reasonably necessary because of a material security risk, unlawful use, or conduct that threatens the Services or other users. For other material breaches, Senquip may terminate if the breach is not remedied within 14 days after written notice where the breach is capable of remedy.
4) On termination, all outstanding fees for Services already supplied become due.
5) Following termination or expiry, Senquip may delete Your Data after a reasonable retention period, subject to applicable law, backup cycles and any written data-retention commitment. You are responsible for exporting data you wish to retain before termination where export functionality is available.
6) Clauses concerning intellectual property, confidentiality, data rights, liability, indemnity, payment and accrued rights survive termination where their nature requires.

15. Force Majeure

1) Neither party is liable for delay or failure to perform caused by circumstances beyond its reasonable control, including natural disaster, fire, flood, epidemic or pandemic, war, terrorism, government action, sanctions, industrial action, telecommunications or internet disruption, utility failure, cloud or data-centre outage, or widespread cyber incident not caused by that party's failure to use reasonable security measures.
2) This clause does not relieve a User of an obligation to pay fees for Services already supplied.

16. Communications

1) Senquip may send operational, security, billing and service communications to the contact details associated with your account.
2) Notices required under these Terms may be given electronically to the email address associated with the relevant account or to another address notified by a party.

17. General

1) Neither party may assign its material rights or obligations under these Terms without the other's prior written consent, except to an Affiliate or in connection with a merger, acquisition, corporate restructure or sale of substantially all of the relevant business or assets, on written notice.
2) If any provision is invalid or unenforceable, it is to be read down to the minimum extent necessary and the remaining provisions continue in effect.
3) A failure or delay in exercising a right does not waive that right.
4) These Terms, together with any applicable quotation, order confirmation, subscription plan, service description or other written agreement, constitute the agreement concerning the Services, subject to the document priority stated at the beginning of these Terms.
5) These Terms are governed by the laws of New South Wales, Australia, and the parties submit to the non-exclusive jurisdiction of its courts.

18. Definitions

1) "Affiliate" means an entity that directly or indirectly controls, is controlled by, or is under common control with a party, where control means ownership or control of more than 50% of the voting interests.
2) “Confidential Information” means non-public information disclosed by one party to the other that is identified as confidential or that a reasonable person would understand to be confidential given its nature and the circumstances of disclosure.
3) "Device" means a Senquip telemetry device, or another authorised device, that communicates with the Services.
4) "Device Data" means electronic data or information submitted by a Device to the Services.
5) "Personal Information" has the meaning given by applicable privacy law.
6) “Services” means Senquip-hosted online portals, applications, APIs and related hosted or support services expressly supplied by Senquip under an applicable agreement.
7) "Your Data" has the meaning given in clause 5.1.

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