



CROWDCOMPLY

Terms and Conditions

End user licence and terms of supply for the CrowdComply accelerator

Supplier: HR Crowd Pty Ltd (ABN 66 665 648 439)

Product: CrowdComply — workforce readiness and compliance accelerator for SAP SuccessFactors

Supply model: One-time fee. Perpetual licence. No subscription, no auto-renewal and no recurring charge.

Version: 1.0

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Governing law: New South Wales, Australia

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1. About these Terms

1.1 These Terms and Conditions (Terms) govern the supply and use of CrowdComply, a workforce readiness and compliance accelerator for SAP SuccessFactors developed and supplied by HR Crowd Pty Ltd (ABN 66 665 648 439) (HR Crowd, we, us, our).

1.2 These Terms apply to every Customer that acquires CrowdComply from HR Crowd, including through a listing on the SAP Store. By placing an Order Form, paying the Fees, downloading, installing, deploying or otherwise using CrowdComply, the Customer agrees to be bound by these Terms.

1.3 CrowdComply is supplied as a one-off accelerator for a single, one-time Fee. It is not a subscription, and there is no recurring licence, subscription, hosting or maintenance fee payable to HR Crowd for the licence granted under these Terms.

1.4 Order of precedence. If there is any inconsistency between the documents forming the agreement between HR Crowd and the Customer, the following order of precedence applies, in descending order: (a) a signed Order Form, quotation or statement of work executed by both parties; (b) these Terms; (c) the Documentation.

1.5 Nothing in these Terms creates any obligation on the part of SAP SE or any of its affiliates (SAP), and nothing in these Terms is to be construed as an endorsement, warranty, certification or representation by SAP in respect of CrowdComply. Listing on the SAP Store does not mean that CrowdComply has been vetted, certified or warranted by SAP.

1.6 Changes to these Terms. HR Crowd may update these Terms from time to time by publishing a revised version. The version of these Terms in force at the date of the Customer's Order Form applies to that Order Form, and later changes do not vary the terms applying to a licence already granted.

2. Definitions

2.1 In these Terms, unless the context requires otherwise:

ACL means the Australian Consumer Law set out in Schedule 2 to the Competition and Consumer Act 2010 (Cth).

Accelerator or CrowdComply means the CrowdComply software accelerator supplied by HR Crowd, comprising the software components, configuration, data model, integration content, workflows, reports and Documentation described in the applicable Order Form, together with any Configuration delivered by HR Crowd.

Authorised User means an employee, contractor or agent of the Customer who is authorised by the Customer to access or use CrowdComply for the Customer's internal business purposes.

Configuration means any set-up, parameterisation, mapping or configuration of CrowdComply performed by HR Crowd for the Customer under an Order Form or statement of work.

Customer means the entity identified in the Order Form as the acquirer of CrowdComply.

Customer Add-On means software, code, extensions or configuration independently developed by or for the Customer that operates with, extends or builds upon CrowdComply, but which does not incorporate or embody any part of the Accelerator or HR Crowd Materials.

Customer Data means all data, content, records, documents and information (including Personal Information) that is created, uploaded, entered, generated, stored or processed by or on behalf of the Customer in or through CrowdComply or the Customer Environment.

Customer Environment means the SAP SuccessFactors tenant, SAP Business Technology Platform (SAP BTP) subaccount, and any other systems, networks, infrastructure or environments

owned, licensed, controlled or operated by or for the Customer in which CrowdComply is deployed or with which it interoperates.

Documentation means the technical, configuration and user documentation for CrowdComply provided by HR Crowd as at the date of delivery. HR Crowd may update the Documentation at its discretion, but is under no obligation to do so.

Fees means the one-time fee payable for CrowdComply, and any other amounts payable, as set out in the Order Form.

HR Crowd Materials means the Accelerator, the Documentation, and all software, code, templates, tools, methodologies, frameworks, know-how, designs and other materials owned or licensed by HR Crowd and used in or supplied in connection with CrowdComply.

Order Form means an order form, quotation, proposal, statement of work or SAP Store order under which the Customer acquires CrowdComply from HR Crowd.

Personal Information has the meaning given in the Privacy Act 1988 (Cth), and includes "personal data" as defined under any other applicable data protection law.

Privacy Act means the Privacy Act 1988 (Cth), including the Australian Privacy Principles.

Professional Services means implementation, configuration, integration, extension, development, advisory, training or other services performed by HR Crowd, which are supplied separately from the licence granted under these Terms and under a separate statement of work.

SAP Materials means SAP SuccessFactors, SAP Business Technology Platform, and any other software, service, platform, application programming interface or entitlement supplied or licensed by SAP.

Third Party Materials means any software, service, library, component, platform or content supplied by a party other than HR Crowd, including SAP Materials and any open source software.

2.2 Interpretation. Headings are for convenience only. The singular includes the plural and vice versa. "Including" and similar expressions are not words of limitation. A reference to legislation includes that legislation as amended or replaced. A reference to a party includes its successors and permitted assigns.

3. Licence grant

3.1 Grant. Subject to the Customer's payment of the Fees in full and its ongoing compliance with these Terms, HR Crowd grants the Customer a non-exclusive, non-transferable, non-sublicensable, perpetual licence to install, deploy, configure and use CrowdComply in the Customer Environment, solely for the Customer's own internal business purposes.

3.2 Scope. The licence granted under clause 3.1 is limited to the entity or entities, environments (for example production, test and development), landscapes and usage metrics specified in the Order Form. Use by, or for the benefit of, any other entity (including a related body corporate of the Customer that is not named in the Order Form) requires a separate licence.

3.3 One-time supply. The licence granted under clause 3.1 is granted in consideration of a one-time Fee. It does not create, and must not be construed as creating, any subscription, recurring entitlement, ongoing service, or ongoing obligation of any kind on HR Crowd, other than as expressly stated in these Terms.

3.4 SAP entitlements required for use. CrowdComply cannot lawfully or technically be used without the SAP entitlements described in clause 5. The Customer must not use CrowdComply at any time when it does not hold those entitlements. A lapse in the Customer's SAP entitlements does not of itself terminate the licence granted under clause 3.1, but HR Crowd has no responsibility whatsoever for the Customer's failure to obtain or maintain them, or for any consequence of that failure.

3.5 Licence, not sale. CrowdComply is licensed, not sold. All rights not expressly granted to the Customer under these Terms are reserved by HR Crowd.

4. Licence restrictions

4.1 The Customer must not, and must not permit any person to:

- resell, rent, lease, lend, distribute, publish, sublicense, assign or otherwise transfer CrowdComply or any part of it to any third party;
- use CrowdComply to provide bureau, outsourcing, managed service, service provider or time-sharing services to any third party, or otherwise operate CrowdComply for the benefit of any person other than the Customer;
- reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, structure, algorithms or underlying ideas of CrowdComply, except to the extent permitted by sections 47B to 47F of the Copyright Act 1968 (Cth), which apply despite any agreement to the contrary;
- copy, adapt, modify, translate or create derivative works of the source code of CrowdComply or the HR Crowd Materials, other than configuration performed in accordance with the Documentation and Customer Add-Ons permitted under clause 10.4;
- remove, obscure or alter any proprietary notice, trademark, copyright notice or attribution contained in or displayed by CrowdComply;
- circumvent, disable or interfere with any licence key, usage metric, technical protection measure or access control, including by cycling, sharing or reassigning user accounts in order to exceed a licensed metric;
- use CrowdComply to develop, or to assist in the development of, a product or service that competes with CrowdComply;
- disclose or publish any benchmark, performance test result or evaluation of CrowdComply without HR Crowd's prior written consent;
- conduct any penetration test, vulnerability scan or security assessment against HR Crowd's own systems without HR Crowd's prior written consent (the Customer may test its own deployment within the Customer Environment on prior written notice to HR Crowd, provided it shares the results with HR Crowd); or
- use CrowdComply in breach of any applicable law, or in a manner that infringes the rights of any person.

4.2 Restricted use of data. The Customer must only use CrowdComply to access, process and store data that is necessary for the functionality of CrowdComply as described in the Documentation, and must not use CrowdComply as a general-purpose means of accessing, extracting or replicating data from the SAP Materials for unrelated purposes.

4.3 Authorised Users. The Customer is responsible for all acts and omissions of its Authorised Users, and for ensuring that Authorised Users comply with these Terms as if they were the Customer.

4.4 Audit. HR Crowd may, on not less than 20 business days' written notice, not more than once in any 12-month period, and during normal business hours, verify the Customer's compliance with the licence scope in clause 3.2 and the restrictions in this clause 4. The Customer must provide reasonable assistance and access to relevant records. If the audit reveals use exceeding the licensed scope, the Customer must promptly pay HR Crowd's then-current fees for that additional use. The Customer is only liable for HR Crowd's reasonable costs of the audit where the additional fees payable exceed 5% of the Fees already paid.

5. Customer prerequisites, SAP entitlements and third party software

5.1 SAP entitlements. The Customer represents, warrants and agrees that it holds, or will obtain before deployment, and will maintain at its own cost for as long as it uses CrowdComply, all licences, subscriptions, entitlements and authorisations required to operate CrowdComply, including without limitation:

- a current and valid SAP SuccessFactors subscription covering the modules with which CrowdComply interoperates, including (where applicable) SAP SuccessFactors Talent Intelligence Hub, Employee Central and Learning;
- a current and valid SAP Business Technology Platform (SAP BTP) entitlement of the type, service plan and capacity required by CrowdComply, including any runtime, database, integration, document management, identity and connectivity services;
- any SAP integration, application programming interface, extension or data access entitlement required for CrowdComply to interoperate with the SAP Materials; and
- any other third party software, service, infrastructure, network or hosting arrangement required for the Customer Environment.

5.2 Customer acquires SAP entitlements independently. The Customer acquires and holds all SAP Materials independently of these Terms, under separate agreements between the Customer and SAP (or an SAP reseller). HR Crowd is not a party to those agreements, has no rights or obligations under them, and does not resell, supply, sublicense or procure SAP Materials on the Customer's behalf under these Terms.

5.3 No responsibility for third party licensing. HR Crowd bears no responsibility or liability whatsoever for:

- the Customer's procurement of, entitlement to, licence compliance with, or payment for, any SAP Materials or other Third Party Materials;
- any change by SAP or any other third party to the pricing, packaging, entitlement model, availability, functionality, roadmap, support or terms of any Third Party Materials;
- any claim, audit, true-up, penalty, fee or loss arising from the Customer's under-licensing, over-deployment or non-compliant use of any Third Party Materials; or
- the performance, availability, security or continuity of any Third Party Materials.

5.4 Third Party Materials terms prevail. Third Party Materials are supplied subject to the terms of the relevant third party, which may require the Customer to accept a separate licence agreement. To the extent of any inconsistency between these Terms and the terms applying to Third Party Materials, the third party terms prevail in respect of those Third Party Materials. A list of open source components included in CrowdComply and their licence terms is available from HR Crowd on request.

5.5 No warranty as to SAP. HR Crowd makes no representation or warranty as to the SAP Materials, including their functionality, availability, performance, security, roadmap, continued support or licensing terms. HR Crowd is not liable for any failure of CrowdComply that is caused or contributed to by the SAP Materials or any other Third Party Materials.

5.6 Customer Environment. The Customer is solely responsible for the Customer Environment, including its provisioning, configuration, security, identity and access management, network connectivity, monitoring, backup and disaster recovery, and for the acts and omissions of its own personnel, consultants and other suppliers.

6. Fees, taxes and payment

6.1 One-time Fee. The Customer must pay the one-time Fee for CrowdComply as set out in the Order Form. Unless the Order Form states otherwise, the Fee is payable in full in advance and the licence

takes effect on receipt of the Fee in cleared funds or, for orders placed through the SAP Store, on SAP confirming the order to HR Crowd.

6.2 No recurring fees. No subscription, renewal, licence, maintenance or support fee is payable to HR Crowd in respect of the licence granted under clause 3.1. Correspondingly, no maintenance, support, update or upgrade is included — see clause 9.

6.3 Cancellation and refunds. Because CrowdComply is supplied as a one-time, perpetual licence, an order cannot be cancelled after delivery, and the Customer has no right of termination for convenience, exchange or credit in respect of Fees paid. Refunds are available where HR Crowd elects to refund the Fee under clause 13.3 or clause 16.2, and where a refund is required by law. Nothing in this clause limits the Customer's rights under the Australian Consumer Law, including the right to a refund where there is a major failure — see clause 14.

6.4 Taxes. All Fees are exclusive of GST and any other applicable taxes, duties and levies. Where a supply under these Terms is a taxable supply, the Customer must pay to HR Crowd, in addition to the Fee, an amount equal to the GST payable on that supply, at the same time as the Fee, on receipt of a valid tax invoice.

6.5 Invoicing and late payment. Invoices are payable within 30 days of the date of the invoice unless the Order Form states otherwise. HR Crowd may charge interest on overdue amounts at the rate of 2% per annum above the Reserve Bank of Australia cash rate, calculated daily from the due date until payment. The Customer must pay all amounts in full without set-off, counterclaim, deduction or withholding.

6.6 Purchases through the SAP Store. Where the Customer places an order through the SAP Store, payment, invoicing and transaction processing may be handled by SAP or its payment provider in accordance with SAP's store terms. Those arrangements do not vary these Terms, and the licence, delivery, support position and all other terms of supply set out in these Terms continue to apply as between HR Crowd and the Customer.

7. Delivery and acceptance

7.1 Delivery. HR Crowd will deliver CrowdComply electronically, by making the software components and Documentation available for download or by deploying them into the Customer Environment, in accordance with the Order Form. Risk and responsibility for CrowdComply passes to the Customer on delivery.

7.2 Acceptance. CrowdComply is deemed accepted by the Customer on the earlier of: (a) the date the Customer notifies HR Crowd in writing that it accepts CrowdComply; (b) the date the Customer first uses CrowdComply in a production environment; and (c) 10 business days after delivery, unless within that period the Customer has notified HR Crowd in writing of a material failure of CrowdComply to conform with the Documentation, with sufficient detail to allow HR Crowd to reproduce it.

7.2A Correction before acceptance. Where the Customer notifies a material non-conformity under clause 7.2(c), HR Crowd will use reasonable endeavours to correct it or provide a workaround. CrowdComply is then deemed accepted 5 business days after HR Crowd notifies the Customer that it has done so, unless within that period the Customer again notifies a material non-conformity in accordance with clause 7.2(c).

7.3 Supply is as-is. Subject to the limited warranty in clause 13.2 and to clause 14, CrowdComply is supplied on an "as is" basis. The Customer acknowledges that it has satisfied itself, before acceptance, that CrowdComply meets its requirements.

8. Professional Services and build-on work

8.1 Separate engagement. CrowdComply is designed to be built upon and extended. Any implementation, configuration, integration, data migration, extension, enhancement, training, advisory or

other Professional Services are not included in the Fee and are supplied only under a separate written statement of work or services agreement, at HR Crowd's then-current rates.

8.2 No obligation to perform. Nothing in these Terms obliges HR Crowd to accept any request for Professional Services, or to make personnel available.

8.3 Terms applying to Professional Services. Where HR Crowd performs Professional Services, they are performed on the terms of the applicable statement of work, and these Terms apply to the licensed CrowdComply software as supplied. In the event of inconsistency in relation to the Professional Services themselves, the statement of work prevails.

9. No maintenance, support, updates or service levels

9.1 Exclusion. Except as expressly agreed in a separate written agreement signed by HR Crowd, the Fee does not include, and HR Crowd is under no obligation whatsoever to provide, any of the following in respect of CrowdComply:

- maintenance, technical support, help desk, incident management or defect correction;
- updates, upgrades, patches, bug fixes, hot fixes, releases, new versions, enhancements or new functionality;
- monitoring, hosting, backup, disaster recovery, business continuity or data restoration;
- any service level, response time, resolution time, availability, uptime or performance commitment; or
- any work required to keep CrowdComply operating following a change to the Customer Environment or to any Third Party Materials.

9.2 No compatibility warranty. SAP releases changes to SAP SuccessFactors and SAP BTP on a regular cycle. HR Crowd does not warrant, and expressly disclaims any representation, that CrowdComply will remain compatible or functional with any future release, upgrade, patch, deprecation, configuration change or change of terms affecting the SAP Materials or any other Third Party Materials. Any work required to restore or maintain compatibility is Professional Services under clause 8 and is chargeable.

9.3 Optional arrangements. HR Crowd may, at its discretion, offer separately priced support, maintenance or managed service arrangements. Any such arrangement is a separate commercial agreement and does not form part of, or vary, these Terms.

9.4 Customer self-sufficiency. The Customer acknowledges that CrowdComply is supplied on the basis that the Customer (or a third party engaged by the Customer) will be responsible for the ongoing operation, administration, maintenance, testing and support of CrowdComply within the Customer Environment after acceptance.

10. Intellectual property

10.1 HR Crowd ownership. HR Crowd (and its licensors) owns all intellectual property rights in and to the HR Crowd Materials, including CrowdComply, the Documentation, and all software, source code, object code, data models, workflows, templates, tools, methodologies, know-how and designs comprised in or used to produce them.

10.2 Improvements and derivative works. All modifications, adaptations, enhancements, improvements, extensions and derivative works of, or based on, the HR Crowd Materials that are made by or on behalf of HR Crowd — whether or not made at the Customer's request or expense — vest in and are owned exclusively by HR Crowd on creation. Configuration, data and content created by the Customer within its own deployment, and Customer Add-Ons, are dealt with under clauses 10.3 to 10.5 and are not affected by this clause.

10.3 Configuration. Where HR Crowd delivers Configuration for the Customer, the Customer receives a licence to use that Configuration on the terms of clause 3. The underlying methods, techniques, templates, reusable components, know-how and generic elements of that Configuration remain HR Crowd's property and may be freely reused by HR Crowd for any purpose.

10.4 Customer Add-Ons. The Customer may develop Customer Add-Ons that operate with or extend CrowdComply. Customer Add-Ons remain the property of the Customer, provided that: (a) they do not incorporate, embed or reproduce the source code of the HR Crowd Materials; (b) they are used solely for the Customer's internal business purposes; and (c) they are not distributed, sublicensed, resold, marketed or otherwise made available to any third party. HR Crowd has no responsibility or liability for any Customer Add-On, or for the effect of any Customer Add-On on the operation of CrowdComply.

10.5 Customer Data. As between the parties, the Customer owns all Customer Data. Nothing in this clause 10 affects the Customer's ownership of Customer Data.

10.6 Feedback. If the Customer provides HR Crowd with suggestions, ideas, enhancement requests, recommendations or other feedback about CrowdComply, HR Crowd may use that feedback for any purpose without restriction, obligation or payment. The Customer grants HR Crowd a perpetual, irrevocable, worldwide, royalty-free licence to use, incorporate and exploit that feedback.

10.7 Publicity. Neither party may use the other party's name, logo or trademarks without prior written consent, except that HR Crowd may identify the Customer as a customer of CrowdComply where the Customer has given its prior written consent.

11. Customer Data, privacy and data protection

11.1 Deployment model. CrowdComply is deployed and operated within the Customer Environment. HR Crowd does not host, store or operate the Customer Environment, and does not have routine or standing access to Customer Data.

11.2 Customer is the responsible entity. As between the parties, the Customer determines the purposes and means of the handling of Customer Data, is responsible for its own compliance with the Privacy Act in respect of Customer Data, and is the "controller" (or equivalent) under any other applicable data protection law. HR Crowd does not determine the purposes or means of the Customer's handling of Customer Data. Each party acknowledges that obligations under the Privacy Act attach directly to an entity that holds personal information and cannot be allocated by contract.

11.3 Customer responsibilities. The Customer is solely responsible for, and warrants that it will comply with, all obligations under the Privacy Act and any other applicable data protection, employment, work health and safety, industrial relations, records management and privacy laws in respect of Customer Data, including:

- determining what Personal Information, including sensitive information, is collected into and processed by CrowdComply, and whether that collection is lawful, necessary and proportionate;
- providing all required collection notices and obtaining all required consents from employees, contractors, contingent workers, candidates and any other individuals;
- establishing and applying appropriate access controls, permissions, role-based visibility settings and document handling rules within CrowdComply and the Customer Environment;
- the accuracy, quality, currency, completeness and lawfulness of Customer Data;
- responding to any request by an individual to access, correct, restrict, object to, erase or port their Personal Information, and to any privacy complaint or regulatory enquiry;
- determining and applying data retention, archival, de-identification and destruction periods; and
- assessing and, where required, notifying eligible data breaches under the Notifiable Data Breaches scheme in Part IIIC of the Privacy Act, or under any equivalent law.

11.4 No HR Crowd responsibility for Customer Data. To the maximum extent permitted by law, HR Crowd is not responsible or liable for the Customer Data, for the manner in which the Customer or its personnel configure, operate or use CrowdComply, or for any act, omission, breach, claim, penalty or loss arising from the Customer's handling of Personal Information or its compliance (or non-compliance) with any privacy or data protection law.

11.5 Incidental access during implementation and services. Where HR Crowd performs Professional Services, HR Crowd personnel may be granted access to the Customer Environment and may thereby have incidental access to Customer Data, including Personal Information. Where that occurs:

- HR Crowd acts solely as a service provider to the Customer and processes Customer Data only on the Customer's documented instructions and as necessary to perform the Professional Services;
- HR Crowd will use reasonable endeavours to work with de-identified, masked or test data where the Customer makes it available and it is fit for the purpose;
- HR Crowd will apply the security measures set out in the applicable statement of work, and in any event will maintain role-based access controls, multi-factor authentication on business systems, encryption of data in transit, written confidentiality obligations on personnel, and privacy and security training;
- access will be limited to personnel who require it, and revoked when no longer required;
- unless the Customer agrees otherwise in writing, HR Crowd personnel will access the Customer Environment only from Australia or New Zealand;
- where HR Crowd extracts Customer Data from the Customer Environment (for example to reproduce a defect), it will agree the scope with the Customer, minimise the data extracted, and delete it when it is no longer required; and
- the Customer remains responsible for provisioning, approving, reviewing and revoking that access.

11.6 Data processing terms. Where the Customer requires contractual data processing terms in respect of Professional Services, those terms must be agreed in writing in a data processing addendum or in the applicable statement of work. In the absence of an agreed addendum, this clause 11 governs the position.

11.7 Notification. If HR Crowd becomes aware of any unauthorised access to, or disclosure or loss of, Customer Data occurring within HR Crowd's systems or as a result of HR Crowd's acts or omissions, HR Crowd will notify the Customer without undue delay and will provide reasonable cooperation to assist the Customer to assess and respond to the incident. The parties will consult on any assessment. Where both parties hold the affected information, they will agree which party notifies under section 26WM of the Privacy Act; otherwise each party remains responsible for its own obligations under the Notifiable Data Breaches scheme.

11.8 Privacy Statement. HR Crowd's handling of Personal Information for its own purposes is described in the HR Crowd Privacy Statement, published at hrcrowd.com. That statement is a policy document and does not form part of these Terms.

12. Confidentiality

12.1 Each party must keep confidential all information of the other party that is by its nature confidential, is designated as confidential, or ought reasonably to be regarded as confidential, and must not disclose it except: to personnel and advisers who need to know it and are bound by equivalent obligations; with the disclosing party's consent; or as required by law or a stock exchange.

12.2 The HR Crowd Materials, including CrowdComply and the Documentation, and the Fees and commercial terms of any Order Form, are the confidential information of HR Crowd.

12.3 This clause does not apply to information that is or becomes public other than through breach of these Terms, that was lawfully known to the recipient before disclosure, or that is independently developed without reference to the disclosing party's information.

13. Warranties and disclaimers

13.1 Mutual warranties. Each party warrants that it has the power and authority to enter into and perform its obligations under these Terms.

13.2 Limited conformity warranty. HR Crowd warrants that, for a period of 30 days after delivery, CrowdComply will operate substantially in accordance with the Documentation when installed and used in an environment that meets the prerequisites described in clause 5 and the Documentation.

13.3 Sole remedy. If CrowdComply does not comply with the warranty in clause 13.2 and the Customer notifies HR Crowd in writing within the warranty period with sufficient detail to allow HR Crowd to reproduce the non-conformity, HR Crowd will, at its option and as the Customer's sole and exclusive remedy: (a) correct the non-conformity; (b) supply a replacement or workaround; or (c) terminate the licence and refund the Fee paid for CrowdComply. This clause is subject to clause 14.

13.4 Warranty exclusions. The warranty in clause 13.2 does not apply to any non-conformity caused or contributed to by:

- modification or adaptation of CrowdComply by any person other than HR Crowd, or configuration otherwise than in accordance with the Documentation;
- any Customer Add-On, or any integration with software or systems not specified in the Documentation;
- use of CrowdComply otherwise than in accordance with the Documentation or these Terms;
- any Third Party Materials, including the SAP Materials, or any change to them;
- the Customer Environment, including its configuration, availability, capacity, network, security settings or entitlements; or
- Customer Data, or the accuracy, completeness or lawfulness of it.

13.5 General disclaimer. Subject to clause 14, and to the maximum extent permitted by law, all conditions, warranties, representations and terms implied by statute, common law, custom, trade usage or otherwise are excluded. Nothing in this clause excludes, restricts or modifies the consumer guarantees conferred by the Australian Consumer Law — see clause 14. Without limitation, and subject to clause 14, HR Crowd does not warrant that CrowdComply will be uninterrupted or error free, that it will meet the Customer's particular requirements, that it will achieve any particular compliance, governance, safety or regulatory outcome, or that all defects will be corrected.

13.6 Not legal or compliance advice. CrowdComply is a software tool that assists the Customer to record, monitor and report on workforce credentials, certifications, licences and authorisations. It does not constitute legal, work health and safety, industrial relations, regulatory or compliance advice. The Customer remains solely responsible for determining and meeting its own legal and regulatory obligations, including in relation to workforce competency, licensing, site access and safety, and for any decision it makes about deploying, scheduling or authorising a worker.

14. Australian Consumer Law

14.1 Non-excludable rights. Nothing in these Terms excludes, restricts or modifies any guarantee, condition, warranty, right or remedy conferred on the Customer by the Competition and Consumer Act 2010 (Cth) (including the Australian Consumer Law) or by any other law, to the extent that it cannot lawfully be excluded, restricted or modified (Non-Excludable Rights).

14.2 Consumer guarantees notice. Where the ACL applies, the following applies: Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

14.3 Permitted limitation. Where the goods or services supplied under these Terms are not of a kind ordinarily acquired for personal, domestic or household use or consumption, and to the extent permitted by section 64A of the ACL, HR Crowd's liability for failure to comply with a guarantee (other than a guarantee under sections 51, 52 or 53 of the ACL) is limited, at HR Crowd's election, to:

- in the case of goods: replacing the goods or supplying equivalent goods; repairing the goods; paying the cost of replacing the goods or acquiring equivalent goods; or paying the cost of having the goods repaired; and
- in the case of services: supplying the services again; or paying the cost of having the services supplied again.

14.4 Precedence. This clause 14 prevails over any inconsistent provision of these Terms, including clauses 6.3, 9, 13, 15 and 16.

15. Limitation of liability

15.1 Subject to clause 14. This clause 15 is subject to clause 14 and applies only to the extent permitted by law.

15.2 Cap on liability. HR Crowd's total aggregate liability to the Customer arising out of or in connection with these Terms and the supply of CrowdComply, whether in contract, tort (including negligence), under statute, in equity or otherwise, is limited in aggregate to the total Fees paid by the Customer to HR Crowd for CrowdComply under the applicable Order Form.

15.3 Excluded loss. To the maximum extent permitted by law, HR Crowd is not liable for any loss of profit, loss of revenue, loss of anticipated savings, loss of business or business opportunity, loss of goodwill or reputation, business interruption, loss of production, loss of contract, regulatory fine or penalty, or, except where it arises from HR Crowd's breach of clause 11.5, loss, corruption or unauthorised disclosure of data, or for any indirect, special, incidental or consequential loss, however arising, whether or not that loss was foreseeable and whether or not HR Crowd was advised of its possibility.

15.4 Exclusions from the cap. Clause 15.2 does not limit the Customer's obligation to pay the Fees, or either party's liability for fraud, wilful misconduct, death or personal injury caused by its negligence, breach of clause 12 (Confidentiality), or HR Crowd's breach of clause 11.5.

15.5 Contribution. HR Crowd's liability is reduced proportionately to the extent that any loss is caused or contributed to by the Customer, its personnel or its other suppliers, including by the Customer's failure to maintain adequate backups, to maintain its SAP entitlements, to configure access controls appropriately, or to mitigate its loss.

15.6 Time limit. To the maximum extent permitted by law, no claim may be brought under or in connection with these Terms more than 12 months after the date on which the Customer first became aware, or ought reasonably to have become aware, of the circumstances giving rise to the claim.

15.7 Acknowledgement. The Customer acknowledges that the Fees have been set on the basis of the allocation of risk in clauses 9, 11, 13 and 15, and that HR Crowd would not supply CrowdComply on a one-time fee basis without those provisions.

16. Indemnities

16.1 HR Crowd IP indemnity. Subject to clauses 15 and 16.2, HR Crowd will defend the Customer against any third party claim that the Customer's use of CrowdComply in accordance with these Terms directly infringes that third party's Australian copyright, registered trade mark, registered design or registered patent, or misuses its confidential information, and will indemnify the Customer against damages finally awarded against it by a court of competent jurisdiction in respect of that claim, provided the Customer promptly notifies HR Crowd, gives HR Crowd sole control of the defence and settlement, and provides reasonable assistance.

16.2 Indemnity exclusions. Clause 16.1 does not apply to any claim arising from or in connection with: the Third Party Materials, including the SAP Materials; Customer Data; any Customer Add-On; any modification of CrowdComply not made by HR Crowd; the combination of CrowdComply with any product, data or process not contemplated by the Documentation; use of CrowdComply other than in accordance with the Documentation and these Terms; or continued use after HR Crowd has notified the Customer to stop. If a claim is made or is likely, HR Crowd may at its option procure the right for the Customer to continue using CrowdComply, modify or replace it, or terminate the licence and refund the Fee paid. Subject to clause 14, this clause states the Customer's sole and exclusive remedy for intellectual property infringement.

16.3 Customer indemnity. The Customer indemnifies HR Crowd against all liabilities, losses, damages, costs and expenses (including reasonable legal costs) suffered or incurred by HR Crowd as a result of a claim by a third party (including a regulator) arising out of or in connection with: (a) the Customer Data, including any claim that the collection, use, disclosure, storage or handling of Personal Information in the Customer Data breaches any law or the rights of any person; (b) the Customer's breach of clause 4 or clause 5; or (c) any Customer Add-On. This indemnity is reduced proportionately to the extent that the liability is caused or contributed to by HR Crowd, and does not apply to the extent the claim arises from HR Crowd's breach of clause 11.5.

17. Term and termination

17.1 Term. These Terms commence on the date of the Order Form and, subject to earlier termination, continue for so long as the Customer holds the licence granted under clause 3.

17.2 Termination by HR Crowd. HR Crowd may terminate the licence and these Terms immediately by written notice if the Customer: (a) commits a material breach of these Terms that is not remedied within 30 days of written notice; (b) commits a material breach of clause 4 (Licence restrictions), clause 10 (Intellectual property) or clause 12 (Confidentiality) which, if capable of remedy, is not remedied within 14 days of written notice; or (c) becomes insolvent, has a controller, administrator or liquidator appointed, or is unable to pay its debts as they fall due.

17.3 Consequences. On termination, all licences granted under clause 3 immediately cease, and the Customer must promptly cease all use of CrowdComply, remove and destroy all copies of the HR Crowd Materials from the Customer Environment and all other systems (other than copies retained in routine backups or required to be retained by law, which remain subject to clause 12), and certify in writing that it has done so. Termination does not entitle the Customer to any refund of Fees, and does not affect any accrued right or remedy.

17.4 Customer Data on termination. Customer Data resides in the Customer Environment and remains under the Customer's control. The Customer is solely responsible for extracting, exporting, migrating or retaining Customer Data before removing CrowdComply. HR Crowd has no obligation to return, convert, export or retain Customer Data.

17.5 Survival. Clauses 1.5, 2, 4, 5.3, 6.3, 10, 11, 12, 13.5, 13.6, 14, 15, 16, 17.3, 17.4, 18, 19 and 20 survive termination or expiry.

18. Export control, sanctions and acceptable use

18.1 The Customer must comply with all applicable export control, sanctions and trade laws, including Australian autonomous and United Nations sanctions and, where applicable, the export control laws of the United States and the European Union.

18.2 The Customer must not export, re-export, transfer or make CrowdComply available to, or use it in, any jurisdiction, or for the benefit of any person or entity, in respect of which such supply is prohibited or restricted under those laws.

18.3 The Customer must not submit to HR Crowd, through any support or communication channel, any content that is controlled under any export control regime, including content controlled under the United States Export Administration Regulations Commerce Control List or the International Traffic in Arms Regulations.

18.4 The Customer must not use CrowdComply for any unlawful, deceptive, discriminatory, infringing or harmful purpose, and must ensure that its use of CrowdComply complies with all applicable workplace, anti-discrimination and privacy laws.

19. General

19.1 Governing law and jurisdiction. These Terms are governed by the laws of New South Wales, Australia. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them.

19.2 Dispute resolution. Before commencing proceedings (other than for urgent interlocutory relief), a party must give written notice of the dispute and the parties must have their senior representatives meet, in good faith, within 15 business days of that notice, to attempt to resolve it.

19.3 Assignment. The Customer may not assign or novate these Terms, or any right under them, without HR Crowd's prior written consent, which must not be unreasonably withheld. The Customer may assign or novate these Terms to a related body corporate, or as part of a solvent internal restructure, on written notice to HR Crowd. HR Crowd may assign or novate these Terms to a related body corporate or in connection with a sale of its business or assets.

19.4 Subcontracting. HR Crowd may subcontract the performance of any of its obligations, but remains responsible for the performance of its subcontractors.

19.5 Force majeure. Neither party is liable for any failure or delay in performing its obligations (other than an obligation to pay money) to the extent caused by an event beyond its reasonable control.

19.6 Entire agreement. These Terms, together with the Order Form and the Documentation, constitute the entire agreement between the parties in relation to CrowdComply and supersede all prior representations, proposals, marketing materials and agreements. The Customer acknowledges that it has not relied on any representation not expressly set out in these Terms.

19.6A Misleading conduct. Nothing in clause 19.6 or elsewhere in these Terms excludes, restricts or modifies any liability for misleading or deceptive conduct under section 18 of the Australian Consumer Law.

19.7 No purchase order terms. Any terms contained in a Customer purchase order, portal, supplier onboarding form or other Customer document have no effect and do not vary these Terms, even if HR Crowd acknowledges or accepts that document.

19.8 Severability. If a provision of these Terms is invalid or unenforceable, it is to be read down or severed to the extent necessary, without affecting the remaining provisions.

19.9 Waiver. A failure or delay in exercising a right does not operate as a waiver of that right.

19.10 Relationship. The parties are independent contractors. Nothing in these Terms creates a partnership, joint venture, agency or employment relationship.

19.11 Business continuity. Because CrowdComply is supplied on a one-time, perpetual licence basis with no ongoing service obligation, HR Crowd does not offer source code escrow, and the Customer's continued use of CrowdComply after delivery is not dependent on HR Crowd's continued operation. HR Crowd will consider a separate escrow or continuity arrangement on request, at the Customer's cost.

19.12 Notices. Notices must be in writing and sent to the addresses set out in the Order Form or, in the case of HR Crowd, to the address in clause 20.

20. Contact and supplier details

Item	Detail
Legal entity	HR Crowd Pty Ltd
ABN	66 665 648 439
ACN	665 648 439
Registered office	Suite 602, 2-8 Brookhollow Avenue, Norwest, NSW, Australia, 2153
Notices and legal	Adrian.everett@hrcrowd.com
Warranty and non-conformity notices (clauses 7.2 and 13.2)	Adrian.Everett@hrcrowd.com
Product and pre-sales enquiries	Adrian.Everett@hrcrowd.com
Website	hrcrowd.com
Governing law	New South Wales, Australia

These Terms and Conditions are published at [insert public URL] and are the terms referred to in the CrowdComply listing on the SAP Store.