

## Terms of Use (Australia) — Reviewed Edition

Effective date: 15 August 2025

### 1. About the Platform and Agreement

These Terms of Use (Terms) govern access to and use of the website and software-as-a-service platform operated by Employer Support Pty Ltd (ACN 689 486 011) (Employer Support, we, us). By creating an account, accessing or using the Platform, you agree to these Terms and our Privacy Policy. If you do not agree, you must not use the Platform.

### 2. What We Provide — Not Legal Advice

Employer Support provides technology that assists employers to create, manage and store HR documents and workflows. We are not a law firm and we do not provide legal advice. Where legal advice is required, it is provided only by independent, qualified lawyers you choose to engage. Any engagement with a lawyer is a separate contract between you and that lawyer. You remain responsible for your legal and compliance obligations.

### 3. Services and Roadmap

#### Phase 1 functions include:

- AI-assisted creation and management of employee contracts and HR documents based on your inputs and templates that draw on publicly available Fair Work Awards resources.
- Support for full-time, part-time and casual employment agreements.
- Traineeship contracts are not included until a lawyer-provided template is made available.
- QR codes embedded in documents to aid tracking and deter misuse.
- Compliance alerts, including reminders for casual-to-permanent conversion deadlines.
- Award category selection by the user for document generation.

#### Phase 2 (planned) includes:

- Onboarding and offboarding workflows aligned with Australian workplace laws.
- Long service leave reminders.
- Training the AI on your lawyer-approved templates for contract generation.

#### Phase 3 (planned) includes:

- Workplace policy generation and management.
- Dispute resolution workflows where qualified lawyers give legal advice (Employer Support provides the Platform only).
- Work health and safety (WHS) compliance tooling.

Planned, beta or preview features may be modified, delayed or withdrawn at our discretion. Timeframes are indicative only.

#### **4. Eligibility, Accounts and Security**

You must be at least 18 and have authority to bind your organisation. You are responsible for all activity under your account, for keeping credentials secure and for notifying us promptly of any suspected unauthorised use.

#### **5. Subscriptions, Fees and Billing**

Phase 1 is offered on a subscription basis for now. Plan inclusions and pricing are shown at checkout or in your account. Phase 3 may include optional pay-per-consultation services provided by independent lawyers. Unless stated otherwise, fees are in AUD and inclusive of GST where applicable. Subscriptions auto-renew until cancelled. Cancellations take effect at the end of the current billing period. Except as required by law (including the ACL), fees are non-refundable.

We may change fees or plan inclusions on at least 30 days' notice. If you do not agree, you may cancel before the change takes effect.

We may suspend or downgrade the Service for non-payment after reasonable notice.

#### **6. Acceptable Use**

- Use the Platform only for your internal business purposes and in accordance with law.
- Do not copy, host, frame, mirror, resell, or create derivative works of the Platform or templates except as permitted by these Terms.
- Do not remove or circumvent QR codes or any feature that deters misuse.
- Do not attempt to bypass security or access without authorisation, or reverse engineer the Platform.
- Do not upload unlawful, defamatory, infringing or confidential information without authority.

#### **7. AI-Generated Outputs and Compliance Alerts**

Documents and alerts are generated based on your inputs, configurable rules and templates. They may not capture all facts, industrial instruments, award nuances or legislative changes. You must review outputs, verify accuracy and obtain independent legal advice where required. We do not guarantee that any document or alert is complete, up-to-date or fit for your purpose. Employer Support is not affiliated with or endorsed by the Fair Work Ombudsman, any government agency or tribunal.

#### **8. Your Content and Our Licence**

You retain all rights in your data and uploaded content. You grant us a non-exclusive, worldwide, royalty-free licence to host, use, process and back-up your content solely to operate, maintain and improve the Platform and to provide support. You warrant you have all necessary rights and consents to upload and use the content in this way.

We may generate aggregated, de-identified analytics about Platform usage and performance, and we may use such analytics for our business purposes.

## **9. Privacy, Data Location and Security**

We handle personal information in accordance with our Privacy Policy. You consent to our use of reputable third-party hosting, processing and analytics providers (which may be located outside Australia). We implement reasonable security safeguards but cannot guarantee absolute security. You are responsible for configuring access controls and for exporting your data regularly.

## **10. Third-Party Services and Independent Lawyers**

The Platform may integrate or link to third-party websites, services or resources (including Fair Work resources). We do not control and are not responsible for third-party materials. Where you engage a lawyer through or alongside the Platform, that lawyer acts for you independently; no partnership, agency or employment relationship arises with Employer Support.

## **11. Availability, Maintenance and Force Majeure**

We aim for high availability but do not guarantee uninterrupted or error-free access. We may perform maintenance (scheduled or emergency). We are not responsible for delays or failures caused by events beyond our reasonable control (including outages of third-party providers, internet failures, or changes in law).

## **12. Intellectual Property**

We and our licensors own all intellectual property in the Platform, software, templates, logos and trade marks. Except for the limited licence granted under these Terms, no rights are transferred to you. You may use generated documents internally within your business; you must not resell or publish templates as your own.

## **13. Beta or Preview Features**

Beta, preview or trial features are provided for evaluation only, may be less stable, and are provided without support or warranties. We may modify or discontinue them at any time.

## **14. Warranties and Australian Consumer Law**

To the maximum extent permitted by law, the Platform is provided “as is” and “as available”, and we exclude all warranties, guarantees and representations not expressly set out in these Terms. Nothing in these Terms excludes, restricts or modifies any rights or remedies you may have under the Australian Consumer Law that cannot be excluded.

## **15. Limitation of Liability**

To the extent permitted by law, we are not liable for any indirect, incidental, special or consequential loss, loss of profit, revenue, goodwill or data, or business interruption. To the extent liability cannot be excluded, our aggregate liability for all claims in any 12-month period is limited to the total fees you paid to us for the Platform in that period. Nothing limits liability for fraud, wilful misconduct, or liability that cannot be limited under the ACL.

## 16. Your Indemnity

You indemnify us against losses and claims arising from: (a) your breach of these Terms; (b) your misuse of the Platform or outputs; (c) your content (including alleged infringement of third-party rights or privacy obligations); and (d) use of the Platform by your personnel.

## 17. Suspension, Termination and Data Export

We may suspend or terminate access for breach, non-payment, legal or security risks, or where continued access would cause material harm. You may terminate by cancelling your subscription. On termination, your licence ends and we may delete or de-identify your content after a reasonable retention period. We will make commercially reasonable efforts to allow you to export your content for 30 days after termination, provided all fees are paid.

## 18. Changes to these Terms

We may update these Terms from time to time. The updated Terms apply when posted. If a change is material and you have a current paid subscription, we will use reasonable efforts to give you prior notice. If you do not agree, you may cancel before the changes take effect.

## 19. Governing Law and Dispute Resolution

These Terms are governed by the laws of Victoria, Australia. If a dispute arises, the parties must first attempt to resolve it through good faith discussions, then mediation through the Resolution Institute in Melbourne. If unresolved within 30 days of referral to mediation, either party may commence court proceedings in Victoria.

## 20. Notices

Notices may be given by email or via the Platform. Our contact details are: [info@employersupport.org](mailto:info@employersupport.org) and 1300 367 777. Your contact details are those provided in your account. A notice is deemed received when sent, unless the sender receives a delivery failure notice.

## 21. Assignment and Subcontracting

You must not assign or transfer your rights without our consent (not to be unreasonably withheld). We may assign our rights or subcontract obligations, provided we remain responsible for the performance of subcontractors.

## 22. General

- **Severability:** If any provision is invalid or unenforceable, it is severed and the remainder continues.
- **Waiver:** A failure to exercise a right is not a waiver.
- **Entire Agreement:** These Terms and any order form constitute the entire agreement regarding the Platform and supersede prior agreements.
- **Order of Precedence:** If there is inconsistency between an order form and these Terms, the order form prevails to the extent of the inconsistency.
- **Interpretation:** Headings are for convenience and do not affect interpretation; “including” means “including without limitation”.

## **23. Contact Us**

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Australia

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Telephone: 1300 367 777

## **24. Definitions**

ACL means the Australian Consumer Law in Schedule 2 to the Competition and Consumer Act 2010 (Cth). Content means data, materials and information you upload to or store in the Platform. Output means documents or alerts generated by the Platform. Platform means the website, software and related services we provide.