

Intian Terms of Service

1. Acceptance of Terms

- 1.1 Welcome to **intian.com.au (Website)**. The Website is operated by Intian Pty Ltd, ABN 80 674 535 374 (**Intian, we, us or our**).
- 1.2 Please read these terms and conditions carefully. By creating an account and clicking "I agree" (or similar), you agree to enter into this Agreement with Intian and to be bound by these terms and conditions. We recommend you keep a copy of these terms and conditions for your records.
- 1.3 Intian reserves the right to change any of the terms of this Agreement, acting reasonably, by providing notice to you. Any changes to this Agreement take effect from the date you enter into a new Subscription Period.

2. About the Subscription Services

- 2.1 Intian offers software that allows users to analyse organisational capability, workforce activities and strategic alignment in a cloud environment (the **Software**).
- 2.2 You are required to register for an account through the Website to access the Software (**Account**).
- 2.3 As part of the Account registration process, you are required to provide information about yourself and your organisation, including but not limited to your full name, email address, phone number, and business name. You must register using a valid business email address associated with your organisation's domain. You warrant that any information you provide to Intian in the course of completing the registration process is correct.
- 2.4 Once you register an Account, you may access the Software on a free trial basis with limited functionality (**Free Trial**).
- 2.5 To access the full functionality of the Software, you must purchase a subscription (the **Subscription Services**) and pay the applicable Subscription Fee advertised on the Website at the time of purchase.
- 2.6 After purchasing a subscription, you will be granted access to the Subscription Services until your chosen subscription period expires (**Subscription Period**).
- 2.7 Intian will use reasonable endeavours to provide you with the Subscription Services in accordance with this Agreement. It is your responsibility to ensure that the subscription you elect to purchase is suitable for your use.

3. Surveys and Employee Data

- 3.1 The Software enables you to issue surveys to your employees. Employees will be asked to provide information about their position titles, typical activities performed, time allocation and similar matters.
- 3.2 You are responsible for obtaining all necessary consents from your employees before inviting them to participate in surveys through the Software.
- 3.3 The Software includes AI analysis features developed by Intian (not sourced from any third-party plugin or provider) that may generate summaries and recommendations based on survey data. You acknowledge that such content is provided as guidance only and should be reviewed for accuracy before being relied upon. You are responsible for ensuring your use of AI complies with any of your own regulatory or legal requirements.

4. Payments

- 4.1 You agree to pay all Subscription Fees (**Fees**) arising under this Agreement.
- 4.2 Our Fees are as advertised on our Website.
- 4.3 Payments are processed via Stripe and are charged monthly in advance. Intian will generate invoices through the Software. Intian may change its third-party payments provider from time to time.
- 4.4 You acknowledge and warrant that you will read and agree to be bound by the terms and conditions of Stripe and any other third-party payment provider used to process payments.
- 4.5 You acknowledge and agree that Intian will not be liable for any losses or damage arising from the operations of third-party payment providers.
- 4.6 You agree and acknowledge that Intian may vary the Fees at any time, acting reasonably, by providing notice to you. Any changes to the Fees take effect from the date you enter into a new Subscription Period.
- 4.7 All Fees are inclusive of GST unless otherwise stated.

5. Warranties

- 5.1 Intian will use reasonable efforts to maintain the Services in a manner which minimises errors and interruptions in the Services. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by us or by third-party providers, or because of other causes beyond our reasonable control, but we shall use reasonable efforts to provide advance notice in writing or by email of any scheduled service disruption.
- 5.2 Subject to your rights under the Australian Consumer Law and to the maximum extent permitted by law:
 - (a) no further warranty, condition, undertaking or term, express or implied, statutory or otherwise as to the condition, quality, performance or fitness for purpose of the Services provided hereunder is given or assumed by Intian. In particular, we do not warrant:
 - (i) that the Services will be uninterrupted or error free;
 - (ii) as to the results that may be obtained from use of the Services;
 - (iii) that any third party components of the Services, including automated analysis, will be accurate or error free;
 - (iv) that content available on, or produced by or via, the Services is accurate, complete, reliable, current, error-free or suitable for any particular purpose; or
 - (v) that the Services are or will be free from viruses, worms, trojans or other malicious code.
 - (b) our obligation and your exclusive remedy are limited, in our absolute discretion, to:
 - (i) using all reasonable endeavours to rectify any non-conformance of the Services by repair within a reasonable period of time and at our own expense; or
 - (ii) a refund of the Fees paid if, in our reasonable opinion, we are unable to rectify such non-conformance.
- 5.3 You acknowledge and accept that it is your sole responsibility to ensure that the facilities and functions of the Services meet your requirements and are appropriate for your specific circumstances.

5.4 We do not purport to provide any legal or taxation advice by providing the Services under this Agreement.

6. Australian Consumer Law

6.1 Any benefits set out in this Agreement apply in addition to consumer rights under the Australian Consumer Law.

6.2 Subject to the Australian Consumer Law, Intian does not offer refunds for change of mind. Intian will only provide you with a refund of Fees where required under Australian Consumer Law, such as there being a major failure in the provision of Services, or in the event Intian is unable to continue to provide the Services, or if Intian makes a decision, in its discretion, that it is reasonable to do so.

7. Intellectual Property

7.1 Intian grants you a personal, non-exclusive, non-transferable and revocable licence to permit your authorised users to access and use the Website, the Software and the Services (including the Intellectual Property contained therein) during the Term. All other rights are expressly reserved by Intian.

7.2 All rights, title or interest in and to the Website, the Software and the Services and any information or technology that may be provided to, or accessed by, you in connection with your use of the Website, the Software or the Services is owned, and will remain owned, by Intian or its licensors (**Provider IP**). Using the Website, the Software or the Services does not transfer any ownership or rights, title or interest in and to the Provider IP.

7.3 All Intellectual Property discovered, developed or otherwise coming into existence as a result of, for the purposes of, or in connection with, the Software or the provision of any Services will automatically vest in, and are assigned to, Intian, including any enhancements, improvements and modifications to the Provider IP (**Developed IP**).

8. Acceptable Use of the Software and Services

8.1 You must only use the Software and the Services in compliance with all applicable laws and regulations.

8.2 You are responsible for maintaining the security of your account, passwords and files, and for all uses of your account.

8.3 You may not use the Software or Services if you are not of legal age to form a binding contract with Intian or if you are a person barred from receiving the Services under the laws of any country in which you are resident or from which you use the Services.

8.4 Intian reserves the right to suspend, cancel, or otherwise deny access to users and accounts who use a Service:

- (a) to engage in any act that would disrupt the access, availability, and security of Intian and other related Third Party services, including but not limited to tampering with, reverse-engineering, decompiling, or disassembling our source code, or overwhelming our infrastructure;
- (b) for any illegal purpose, or to violate any laws, including data, privacy, and export control laws;
- (c) to misrepresent or defraud any user or member of the public; or
- (d) to access, store, distribute or transmit any viruses, malicious code, or material that is unlawful, harmful, threatening, defamatory, obscene, or otherwise objectionable.

8.5 You must not modify the Software, reverse engineer, copy, duplicate, reproduce, create derivative works from, or commercially exploit the Software or the Services without Intian's prior written consent.

9. Security and Data

- 9.1 Subject to the terms of this Agreement, you shall retain ownership of any pre-existing rights to data you upload to the Software (**Customer Data**), but you grant Intian a non-exclusive licence to use such data for the purpose of providing the Services and related business activities.
- 9.2 You must have the rights to any Customer Data or other content that you provide to us. If you provide us with another person's personal information (including employee data), you are responsible for obtaining all necessary consents to provide and store that data with us.
- 9.3 Intian shall have the right to collect and analyse data and other information relating to the provision, use and performance of the Services and related systems, and Intian will be free (during and after the Term) to:
- (a) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services; and
 - (b) disclose such data solely in aggregate or other de-identified form in connection with its business, including for the purposes of creating anonymised industry benchmarks.
- 9.4 Your data may be stored on servers located outside of Australia.
- 9.5 We have no obligation to monitor any data or content uploaded to the Website. However, we reserve the right to remove your data, suspend, or terminate your access to our Services if we consider in good faith that your data is in breach of any applicable law.
- 9.6 Nothing in this Agreement prevents either party from disclosing information or data to the extent required by law. We will take commercially reasonable efforts to notify you when required to do so.
- 9.7 You must not upload Tax File Numbers, credit card details, or other sensitive information to the Software.

10. Customer Support

- 10.1 Intian provides customer support via the Software's FAQ section and through an in-app support request system.
- 10.2 Intian will endeavour to respond to support requests within a reasonable timeframe during business hours (AEST).

11. Liability

- 11.1 Nothing in this Agreement limits or excludes any guarantees, warranties, representations, or conditions implied by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded. Subject to this clause:
- (a) all guarantees, warranties or representations which are not expressly stated in this Agreement are excluded;
 - (b) Intian will not be liable for any special, indirect or consequential loss or damage, loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Services or this Agreement, whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise; and
 - (c) Intian's total liability arising out of or in connection with the Website, Services or this Agreement, however arising, will not exceed the total Fees paid by you in the 12 months preceding the claim.

- 11.2 Use of the Website, Software and the Services is at your own risk. Intian, its directors, officers, employees, agents and contractors are not liable for any loss or damage you might suffer as a result of any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, loss of data, or unauthorised access.
- 11.3 You indemnify Intian, its affiliates, employees and agents from and against all loss, liabilities, costs, expenses and damage (including legal fees) incurred, suffered or arising out of or in connection with your Customer Data, your negligence, your use of the AI analysis features of the Software and/or your breach of this Agreement, except to the extent such loss is contributed to by Intian.

12. Third-Party Integrations

- 12.1 The Website and Software may allow you to integrate and utilise third-party services or applications (**Third-Party Integrations**). While these integrations are provided to enhance your experience and the functionality of the Software, Intian makes no representations or warranties regarding the services provided by third parties.
- 12.2 Intian does not control, and cannot be held liable for, the performance, compatibility, legality, or any other aspect of Third-Party Integrations. The use of any Third-Party Integration is at your own risk and subject to the terms and conditions and privacy policies of the third-party provider.

13. Termination

- 13.1 This Agreement will continue to apply until terminated by either you or by Intian as set out below.
- 13.2 You may terminate this Agreement at any time by cancelling your Subscription via the Software, in which case you will retain access until the end of your current paid Subscription Period.
- 13.3 Intian may terminate this Agreement if:
- (a) you have breached this Agreement;
 - (b) Intian is required to do so by law; or
 - (c) the provision of the Website, Software or Services to you by Intian is no longer viable.
- 13.4 Upon termination, your Account will be suspended. Intian will retain any data it is required to retain by law (such as tax and business records) for the period required by applicable legislation. Otherwise, Intian retains discretion to delete your Account data at any time following the closure of your Account.
- 13.5 Prior to termination you may download any summaries and analysis generated by the Software based on your data. Raw survey response data and underlying datasets are not available for export.

14. Dispute Resolution

- 14.1 If a dispute arises out of or relates to this Agreement, the Website, the Software or the Services, a party claiming a dispute has arisen (**Dispute**) must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute.
- 14.2 On receipt of that notice (**Notice**), the parties must within 28 days endeavour in good faith to resolve the Dispute expeditiously by negotiation.

14.3 If for any reason whatsoever 28 days after the date of the Notice the Dispute has not been resolved, either party may commence court proceedings in the courts of New South Wales, Australia.

15. General

15.1 Except as otherwise permitted by this Agreement, no variation will be effective unless in writing and signed by both parties.

15.2 Any notices to us should be sent to support@intian.com.au. You agree we may serve notice on you by sending an email to the email address you provide when creating an Account.

15.3 If any part of this Agreement is found to be void or unenforceable by a court of competent jurisdiction, that part shall be severed and the rest of this Agreement shall remain in force.

15.4 This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes all previous written and oral agreements and communications relating to the subject matter of this Agreement.

15.5 No agency, partnership, joint venture, or employment is created as a result of this Agreement.

15.6 The following clauses survive termination of this Agreement: clauses 6 (Australian Consumer Law), 7 (Intellectual Property), 9 (Security and Data), 11 (Liability), and 14 (Dispute Resolution), 15 (General) and 16 (Definitions).

15.7 This Agreement is governed by the laws of New South Wales, Australia. Any dispute arising out of or in relation to this Agreement shall be resolved in the courts of New South Wales, Australia.

16. Definitions

In this Agreement, the following words have the following meanings:

Account means your registered account with Intian to access the Software.

Customer Data means the data that you are expressly permitted by Intian to input, upload, or transmit to the Software, including employee survey responses and organisational information.

Developed IP has the meaning given in clause 7.3.

Dispute has the meaning given in clause 14.1.

Fees means the Subscription Fees payable under this Agreement.

Free Trial means the limited free access to the Software as described in clause 2.4.

Intellectual Property means copyrights, patents, trademarks, service marks, trade names, designs, and similar industrial, commercial and intellectual property (whether registered or not).

Intian means Intian Pty Ltd, ABN 80 674 535 374, and includes its successors and assigns.

Notice has the meaning given in clause 14.2.

Provider IP has the meaning given in clause 7.2.

Services means the services provided by Intian under this Agreement.

Software has the meaning given in clause 2.1.

Subscription Fee means the fee payable for the Subscription Services as set out in clause 4.

Subscription Period means the period for which you have paid to access the Subscription Services.

Subscription Services has the meaning given in clause 2.5.

Term means the Subscription Period.

Third-Party Integrations has the meaning given in clause 12.1.

Third Party includes any service provider that Intian engages, which may include Amazon Web Services (AWS), SendGrid, Stripe, Xero, Google Calendar and QuickBooks.

Website means www.intian.com.au or such other website as notified by Intian from time to time.

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