

Business Conveyor Belt Terms and Conditions

1. Introduction

These Terms and Conditions (“**Terms**”) govern your access to and use of the Business Conveyor Belt platform (“**Platform**”). The Platform is operated by **KPI Targets Pty Ltd (ABN 37 675 635 113)**, trading as **Business Conveyor Belt (“BCB”, “we”, “us” or “our”)**. The Platform provides cashflow forecasting, analytics and planning tools for business users. It is currently being offered under an early access program (**not a free trial**). By accessing or using the Platform, you agree to be bound by these Terms and any policies or guidelines incorporated by reference (including our Privacy Policy and User Agreement). If you do not agree to these Terms, you must not use the Platform.

BCB reserves the right to modify, suspend or discontinue the Platform or any part of it at any time without liability to you. We may also amend these Terms at any time by posting the amended Terms on our website. Your continued use of the Platform after amendments are posted constitutes your acceptance of the amended Terms.

2. Definitions

In these Terms, the following definitions apply:

- **Account:** the account you create to access the Platform.
- **Client Data:** any data, content or information that you submit to the Platform, including data imported via third-party integrations.
- **Documentation:** any user guides, specifications or other documentation provided by BCB in relation to the Platform.
- **Intellectual Property Rights:** all intellectual property rights, including patents, trademarks, service marks, copyrights, moral rights, rights in confidential information, and any other similar rights worldwide.
- **Outputs:** any forecasts, projections, analyses, models, reports or other results generated by or through the Platform based on Client Data or other inputs.
- **Subscription:** a paid or unpaid plan permitting access to the Platform for a specific period.
- **User** (or “**you**”): the person or entity accessing or using the Platform.

3. Acceptance of Terms

You represent that you have the authority to enter into these Terms on behalf of the entity you represent. You must be a business or professional user; the Platform is not intended for use by individuals acting as consumers or for personal, domestic or household purposes.

By creating an Account, completing the registration process or otherwise accessing the Platform, you accept and agree to comply with these Terms. You acknowledge that BCB relies on your agreement, and that a binding contract is formed between you and BCB when you accept these Terms.

4. Access and Use of the Platform

4.1 Licence to Use

Subject to these Terms, BCB grants you a limited, non-exclusive, non-transferable, non-sublicensable licence to access and use the Platform and the Documentation for your internal business purposes only. Your use must comply with applicable law and any restrictions set out in your Subscription.

4.2 Platform Availability

We use reasonable efforts to ensure that the Platform is available, but we do not guarantee continuous, uninterrupted or error-free operation. The Platform may be suspended or limited for maintenance, upgrades, emergency repairs, or due to failures of equipment or telecommunications. We may modify or discontinue the Platform, or add or remove features, at any time without notice and without liability to you.

4.3 Service Changes

BCB may change the content, features or functionality of the Platform and may establish or change limitations on usage (including storage or bandwidth limits). BCB may discontinue any part of the Platform or any content without liability.

4.4 Business Users Only

The Platform is designed for **business use**. By using the Platform, you represent that the services you acquire are solely for business purposes. To the extent that the Australian Consumer Law applies, you acknowledge that goods or services acquired for business purposes may not attract certain consumer guarantees.

5. Account Registration and Security

5.1 Account Creation

To access the Platform you must register for an Account by providing current, complete and accurate information. You agree to maintain and promptly update your information to keep it current. BCB may reject any registration in its sole discretion.

5.2 Account Credentials

You are responsible for maintaining the confidentiality of your username, password and any other credentials used to access the Platform. You are solely responsible for all activities that occur under your Account. You must notify us immediately if you become aware of any unauthorised access or use of your Account. BCB is not liable for any loss or damage arising from your failure to safeguard your credentials.

5.3 Authorised Users

You may allow your officers, employees or contractors to access the Platform on your behalf (each an “Authorised User”), provided they comply with these Terms. You are responsible for the conduct of all Authorised Users.

6. Intellectual Property and Ownership

6.1 BCB Proprietary Rights

BCB and its licensors own all right, title and interest in the Platform and the Documentation, including all related Intellectual Property Rights. Except for the limited licence granted under clause 4.1, no rights in the Platform or Documentation are transferred to you. You must not copy, reproduce, translate, adapt, modify, reverse engineer, decompile, disassemble or create derivative works based on the Platform, except as permitted by law.

6.2 Client Data Ownership

As between you and BCB, you retain all Intellectual Property Rights in your Client Data. You grant BCB a worldwide, non-exclusive, royalty-free licence to use, reproduce, modify and adapt your Client Data for the purpose of providing and improving the Platform, **including performing analytics, benchmarking and producing aggregated reports or insights**. You represent and warrant that you have all rights necessary to grant this licence, and that the Client Data does not infringe any rights of third parties.

6.3 Aggregated Data

BCB may create anonymised and aggregated statistical data derived from Client Data and usage of the Platform. Aggregated data will not identify you or any individual. BCB may use

aggregated data for analytics, research, improvement of the Platform and other lawful purposes.

7. Prohibited Conduct

You must not (and must ensure that your Authorised Users do not):

- use the Platform in any unlawful, fraudulent or improper manner, or in violation of any applicable law;
- upload or transmit any material that is defamatory, offensive, harmful, obscene, misleading or deceptive;
- engage in any activity that interferes with or disrupts the Platform or the servers and networks that host the Platform;
- attempt to gain unauthorised access to the Platform or any accounts, systems or networks connected to the Platform;
- modify, adapt, translate or create derivative works based on the Platform;
- use the Platform to develop a competing product or service, or assist a third party to do so;
- use any automated means (including bots, scripts, or web crawlers) to access, monitor, copy or harvest data from the Platform;
- bypass or disable any technical or security features of the Platform.

BCB may investigate any suspected misuse of the Platform. We may suspend or terminate your access without notice if you breach this clause 7.

8. Third-Party Services and Data

8.1 Third-Party Integrations

The Platform may include links to or integrations with third-party services. When you connect a third-party service, you authorise BCB to access data from that service on your behalf via read-only API connections. BCB does not control and is not responsible for third-party platforms, their content or their availability. Your use of third-party services is subject to each provider's own terms and policies.

8.2 Third-Party Data Accuracy

Data imported from third-party services is provided on an "as is" basis. BCB does not guarantee the accuracy, completeness or timeliness of third-party data and is not liable for any losses arising from your reliance on such data. You are responsible for reviewing and verifying third-party data before using it for any business decision.

9. Forecasts, Projections and Outputs

The forecasts, projections, analyses, models and other outputs generated by the Platform (collectively, **Outputs**) are generated by automated algorithms (which may include the use of artificial intelligence) and are **indicative only**, based on the data and assumptions you provide. Outputs are not financial, accounting, legal or tax advice. BCB does not warrant or represent that any Output is accurate, complete, suitable for your purposes or will achieve any particular outcome. You should obtain independent professional advice before making decisions. BCB is not responsible for business decisions, outcomes, losses or missed opportunities arising from reliance on Outputs.

10. Fees and Payment

10.1 Fees

Access to certain features of the Platform may require payment of fees. The fees, charges and billing details applicable to you will be described in your Subscription. All fees are payable in Australian dollars and are exclusive of taxes unless otherwise stated.

10.2 Changes to Pricing

BCB may modify the fees for the Platform or introduce new fees for new or existing features. We will provide reasonable notice of any pricing changes before they take effect. Your continued use of the Platform after the effective date of a pricing change constitutes your agreement to the updated pricing.

10.3 Non-Payment

If you fail to pay any amount when due, BCB may suspend or terminate your access to the Platform. You remain responsible for any unpaid amounts. We reserve the right to recover any debt owed, and you agree to indemnify us for any costs, expenses or liabilities we incur in collecting unpaid amounts.

11. Suspension and Termination

11.1 Suspension

BCB may suspend your access to the Platform immediately and without notice if:

- you breach these Terms;
- your use of the Platform poses a security or legal risk;
- suspension is necessary to protect BCB's systems or other users;
- we are required to do so by law or a regulatory authority;
- you have not paid applicable fees when due.

During suspension, you remain liable for any applicable fees.

11.2 Termination by You

You may terminate your Subscription by providing written notice to BCB in accordance with your Subscription terms. Termination will take effect at the end of the current billing period. Fees paid in advance are non-refundable except as required by law.

11.3 Termination by BCB

BCB may terminate your access to the Platform at any time for convenience by giving you reasonable notice. BCB may also terminate immediately if you breach these Terms or the User Agreement. Upon termination, your licence to use the Platform ends and you must cease all use. BCB may retain or delete Client Data in accordance with our Privacy Policy and data retention practices.

11.4 Effect of Termination

Upon termination, all amounts owed by you to BCB become immediately due and payable. Clauses that by their nature should survive termination (including clauses 6, 8, 9, 12, 13, 14, 16, 17 and this clause 11.4) will continue to apply after termination.

12. Disclaimers

12.1 Platform Provided “As Is”

The Platform and all content are provided on an “as is” and “as available” basis. To the maximum extent permitted by law, BCB disclaims all warranties, representations or conditions of any kind (whether express, implied or statutory), including any implied warranties of merchantability, fitness for a particular purpose, non-infringement, or availability of the Platform.

12.2 No Advice

Outputs, forecasts and other information provided by the Platform are for general information only and are **not** financial, accounting, legal, tax or other professional advice. You should not rely on the Platform as a substitute for professional advice. BCB does not warrant that the Outputs will be error-free or suitable for your specific objectives.

12.3 Australian Consumer Law

Nothing in these Terms excludes, restricts or modifies any consumer guarantee, right or remedy conferred by the Australian Consumer Law or any other applicable law that cannot be excluded, restricted or modified by agreement. Where a consumer guarantee or other non-excludable warranty applies, and the services are not of a kind ordinarily acquired for personal, domestic or household use or consumption, BCB’s liability for breach of such a guarantee or warranty is limited, at our option, to the re-supply of the services or payment of the cost of having the services supplied again.

13. Limitation of Liability

13.1 Exclusion of Consequential Loss

To the maximum extent permitted by law, BCB is not liable for any loss of profit, loss of revenue, loss of opportunity, loss of data, business interruption or any indirect or consequential loss arising out of or in connection with the Platform, your Client Data, any third-party services or these Terms, even if BCB has been advised of the possibility of such loss.

13.2 Cap on Liability

To the extent permitted by law, BCB's total aggregate liability arising out of or in connection with the Platform or these Terms, however caused (including negligence), is limited to the lesser of: (a) the total amount of fees you paid to BCB in the 12 months preceding the first event giving rise to the liability; or (b) the cost of re-supplying the services to you.

13.3 Reliance on Third-Party Data

BCB is not liable for any loss or damage arising from the inaccuracy, incompleteness or unavailability of data obtained from third-party platforms, nor for any changes to third-party APIs or services. You assume all risks associated with your reliance on such data.

13.4 Third-Party Claims

You acknowledge and agree that BCB is not responsible for any dispute between you and any third party. You release BCB from any claims or liability arising out of or in connection with your dealings with third parties.

14. Indemnity

You indemnify and hold harmless BCB, its officers, employees, contractors and agents from and against any losses, damages, liabilities, costs and expenses (including reasonable legal fees) arising out of or in connection with:

- your breach of these Terms or the User Agreement;
- your misuse of the Platform or violation of any law;
- any claim that your Client Data infringes the rights (including Intellectual Property Rights) of any third party;
- any claim or dispute between you and a third-party service provider or user.

This indemnity is subject to the liability limitations in clause 13 and survives termination of your use of the Platform.

15. Force Majeure

BCB will not be liable for any delay or failure to perform its obligations under these Terms if such delay or failure is due to a cause outside its reasonable control, including:

- acts of God, natural disasters, war, acts of terrorism, riots or insurrection;
- embargoes or acts of civil or military authorities;
- fire, floods, accidents or epidemics/pandemics;
- strikes or labour disputes;
- shortages of transportation, facilities, fuel, energy, labour or materials.

16. Governing Law and Jurisdiction

These Terms are governed by the laws of the **State of Victoria, Australia**. The parties submit to the exclusive jurisdiction of the courts of Victoria, Australia, and any courts of appeal from those courts.

17. Variation of Terms

BCB may amend these Terms by posting an updated version on our website. Amendments will take effect immediately upon posting unless stated otherwise. You should review the Terms regularly. If you do not agree to an amendment, you must stop using the Platform. Your continued use of the Platform after an amendment constitutes your acceptance of the amended Terms.

18. Miscellaneous

18.1 Severability

If any provision of these Terms is held to be invalid, unlawful or unenforceable, that provision will be severed and the remaining provisions will remain in effect.

18.2 Waiver

A waiver of any right, power or remedy by BCB must be in writing and signed by BCB. Any such waiver is only effective in the specific instance and for the specific purpose for which it is given. Failure or delay by BCB to exercise a right or remedy does not operate as a waiver of that right or remedy.

18.3 Assignment

You may not assign or transfer any rights or obligations under these Terms without BCB's prior written consent. BCB may assign or transfer these Terms or any of our rights or obligations under these Terms to a third party without your consent.

18.4 Entire Agreement

These Terms, together with the User Agreement, Privacy Policy and any Subscription terms, constitute the entire agreement between you and BCB with respect to the Platform. They supersede all prior or contemporaneous oral or written agreements or representations.

18.5 Relationship of Parties

Nothing in these Terms creates any partnership, joint venture, employment or agency relationship between you and BCB. You must not represent to any person that you are acting on behalf of BCB.

19. Contact

If you have any questions about these Terms, please contact BCB at:

Company name: KPI Targets Pty Ltd trading as Business Conveyor Belt

ABN: 37 675 635 113

Address: Nexus Business Precinct, Building 2, Level 2, Suite 2.05, Mulgrave, Victoria 3170, Australia

Email: support@bcbelt.com

BCB values your feedback and will respond to queries within a reasonable time.
