

# Business Conveyor Belt User Agreement

## 1. Introduction and Parties

This User Agreement (“**Agreement**”) is a binding contract between **KPI Targets Pty Ltd** (trading as **Business Conveyor Belt**, ABN 37 675 635 113) (“**BCB**”, “**we**”, “**us**” or “**our**”) and the entity or person who registers to use the BCB Platform (“**you**” or “**your**”). BCB operates an Australian-based software-as-a-service platform that provides cashflow forecasting, analytics and planning tools (“**Platform**”). The Platform is provided for business purposes only, and is currently offered under an early access program (**this is not a free trial**). By registering for an account, accessing the Platform or using our services, you agree to be bound by this Agreement. If you do not accept this Agreement, you must not use the Platform.

## 2. Agreement

This Agreement, together with the Terms and Conditions and Privacy Policy, governs your use of the Platform. If there is any inconsistency between this Agreement and the Terms and Conditions, the terms most favourable to BCB will apply. This Agreement commences on the date you first access the Platform and continues until terminated in accordance with clause 8. BCB reserves the right to update this Agreement from time to time. The most current version will be posted on our website. Your continued use of the Platform after any update constitutes your acceptance of the updated Agreement.

## 3. Licence to Use the Platform

### 3.1 Limited Licence

Subject to your ongoing compliance with this Agreement, BCB grants you a non-exclusive, non-transferable, revocable licence to access and use the Platform for your internal business purposes during the term of this Agreement. You may allow your employees, officers and contractors (“**Authorised Users**”) to use the Platform on your behalf, provided they comply with this Agreement. You are responsible for all activity carried out through your account.

## 3.2 Restrictions

You must **not** do any of the following:

- copy, modify, adapt, translate, create derivative works of, decompile, reverse engineer or otherwise attempt to derive source code from the Platform;
- sublicense, rent, lease or sell the Platform;
- use the Platform for the benefit of any third party or to operate as a service bureau;
- remove or alter any proprietary notices (e.g. copyright or trademark notices) on the Platform;
- circumvent any technical restrictions in the Platform.

## 4. Acceptable Use Obligations

You agree to:

- use the Platform only for lawful business purposes and in compliance with all applicable laws and regulations;
- ensure that all information you provide to BCB is true, accurate and up-to-date;
- maintain the confidentiality of your login credentials and restrict access to Authorised Users;
- immediately notify BCB of any unauthorised access to or use of your account;
- not misuse the Platform or attempt to gain unauthorised access to any systems or data;
- not introduce any malicious software, malware or harmful code into the Platform;
- not use the Platform to transmit defamatory, fraudulent, misleading, offensive or otherwise unlawful material;
- comply with any reasonable instructions or directions issued by BCB regarding the use of the Platform.

BCB may monitor use of the Platform to ensure compliance with this Agreement. If BCB suspects or determines that you have breached your obligations, BCB may suspend or terminate your access immediately and take any other action it considers appropriate.

## 5. Client Data and Confidentiality

### 5.1 Client Data

You retain all intellectual property rights in any data, information or content you upload to the Platform or that BCB accesses on your behalf from third-party services (“**Client Data**”). You grant BCB a non-exclusive, worldwide, royalty-free licence to use, reproduce, modify, adapt and otherwise process the Client Data for the purpose of providing, maintaining and improving the Platform (including performing data analytics, benchmarking and generating aggregated reports or insights), and for complying with our legal obligations.

## 5.2 Confidentiality

Each party must treat as confidential all information of the other party that is designated as confidential or that ought reasonably to be understood to be confidential, including Client Data. A party may use or disclose confidential information only for the purpose of exercising its rights or performing its obligations under this Agreement, or where disclosure is required by law or court order. Each party must take reasonable steps to protect the other party's confidential information from unauthorised disclosure.

## 5.3 Security

BCB will implement and maintain security measures designed to protect Client Data against unauthorised access, loss, misuse or disclosure. You acknowledge that the Platform relies on internet and cloud infrastructure, and that security cannot be absolutely guaranteed. You are responsible for implementing appropriate security measures to protect your own systems and data.

## 6. Risk Allocation and Disclaimer

### 6.1 No Control over Third-Party Data

The Platform connects to third-party services via read-only APIs. BCB does not verify or warrant the accuracy, completeness or timeliness of data obtained from third-party platforms and has no control over API changes, outages or errors. You are solely responsible for validating any data imported into the Platform and for verifying that such data is suitable for your business needs.

### 6.2 No Professional Advice

The Platform uses automated data analysis and modelling (which may include artificial intelligence) to generate outputs based on the information and assumptions you provide. These **Outputs** (such as forecasts, projections, budgets, models and analytics) are provided for general information only and are **not** financial, accounting, legal or tax advice. Outputs are based on assumptions and data that may change over time. BCB does not guarantee that any Output will be accurate, complete, reliable or fit for a particular purpose. You are solely responsible for any decisions you make based on the information provided by the Platform (including any business, financial or investment decisions). You should obtain independent professional advice before relying on any Outputs.

### 6.3 Business Decisions and Liability

You acknowledge that you use the Platform at your own risk. BCB is not responsible for business decisions, outcomes, losses or missed opportunities arising from use of the Platform. To the maximum extent permitted by law, BCB disclaims all warranties and liability in connection with the Platform and limits its liability as set out in the Terms and Conditions. Nothing in this Agreement excludes any non-excludable rights under the

Australian Consumer Law. Where those rights apply and the services are not ordinarily acquired for personal, domestic or household use or consumption, BCB's liability is limited to the re-supply of the services or the payment of the cost of having the services re-supplied.

## 7. Indemnities

### 7.1 Your Indemnity

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

- any breach of this Agreement or the Terms and Conditions by you or your Authorised Users;
- your misuse of the Platform or violation of any law;
- any claim by a third party that your Client Data or your use of the Platform infringes their intellectual property or other rights;
- any claim arising from your reliance on Outputs or on data obtained from third-party platforms.

If BCB seeks indemnification under this clause, we will provide you with prompt notice of the claim and permit you to conduct the defence at your expense, subject to BCB's right to participate in the defence and approve any settlement. This indemnity survives termination of this Agreement.

## 8. Suspension and Termination

### 8.1 Suspension

BCB may suspend your access to the Platform immediately (without prior notice) if BCB reasonably believes that any of the following has occurred:

- you have breached this Agreement;
- your use of the Platform may cause harm, pose a security risk or create legal liability for BCB or others;
- suspension is necessary to comply with a legal obligation or order;
- you fail to pay any fees due.

During any period of suspension, you remain responsible for all applicable fees.

### 8.2 Termination by You

You may terminate this Agreement at any time by giving BCB written notice and closing your account. Termination will be effective at the end of your current billing cycle, unless otherwise stated. You are responsible for exporting your Client Data before termination.

### 8.3 Termination by BCB

BCB may terminate this Agreement and your access to the Platform at any time for convenience by providing reasonable notice. BCB may also terminate immediately if you breach this Agreement, fail to pay fees when due, or become insolvent. Upon termination, your licence to use the Platform ends.

## 9. Consequences of Termination

Upon termination of this Agreement for any reason:

- your rights to access and use the Platform cease immediately;
- you must cease all use of the Platform and ensure all Authorised Users do the same;
- BCB may delete your Client Data after a reasonable retention period, subject to our legal obligations and the Privacy Policy;
- you remain liable for all fees due up to the termination date, and any unpaid amounts become immediately due and payable;
- any clauses that by their nature should survive termination (including clauses 5, 6, 7, 9, 10 and any others stated to survive) will continue to operate after termination.

## 10. Survival

The following provisions survive termination of this Agreement: any clauses concerning confidentiality, intellectual property ownership, disclaimer of warranties, limitation of liability, indemnities, governing law, dispute resolution, and any other clause that by its nature is intended to survive. Termination does not affect any rights or remedies that accrued to a party prior to termination.

## 11. General Provisions

### 11.1 Governing Law and Jurisdiction

This Agreement is governed by the laws of the **State of Victoria, Australia**. The parties submit to the exclusive jurisdiction of the courts of Victoria, Australia (and courts of appeal from those courts).

### 11.2 Severability

If any provision of this Agreement is held invalid or unenforceable, that provision will be severed and the remainder of the Agreement will remain in full force and effect.

### 11.3 Entire Agreement

This Agreement, together with the Terms and Conditions, Privacy Policy and any Subscription terms, constitutes the entire agreement between the parties and supersedes all prior agreements, understandings and representations relating to its subject matter.

### 11.4 Assignment

You may not assign or transfer any rights or obligations under this Agreement without BCB's prior written consent. BCB may assign or transfer its rights or obligations under this Agreement without notice to you.

### 11.5 Notices

All notices or communications under this Agreement must be in writing and sent to the contact details specified below. Notices sent by email are deemed received when the email is sent, unless the sender receives an automated message that the email was not delivered.

## 12. Contact Information

If you have any questions about this Agreement or wish to give a notice, 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 will endeavour to respond to all correspondence promptly. If you have a complaint under this Agreement, please contact us so we can work to resolve your concerns.

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