

Terms of Service

Future Connected AI Pty Ltd ABN: 47 688 760 036

Effective Date: 28/08/2026

Last Updated: 28/08/2026

Part A - Definitions

In these Terms, the following words and expressions have the meanings set out below:

Agreement	These Terms of Service, together with any Order Form, subscription confirmation, or other documents incorporated by reference.
Account	The unique account created for you to access and use the Platform.
Authorised User	Any individual authorised by the Subscriber to access the Platform under the Subscriber's Account.
Climate Data	All emissions data, climate risk inputs, operational information, and related content uploaded to or generated within the Platform.
Confidential Information	Any non-public information disclosed by either party that is designated as confidential or that reasonably should be understood to be confidential given its nature.
Documentation	Any user guides, help materials, and technical specifications made available by Future Connected.
Fees	All subscription and other charges payable for access to the Platform as set out in the relevant Order Form or pricing page.
Intellectual Property Rights	All patents, copyrights, trademarks, trade secrets, database rights, and other intellectual property rights, whether registered or unregistered.
Order Form	A written or electronic document specifying the subscription plan, Fees, and other terms agreed between the parties.
Platform	The Future Connected software-as-a-service platform, including all features, tools, algorithms, interfaces, and content provided by Future Connected AI PTY LTD.
Subscriber	The Australian business entity that has subscribed to the Platform and accepted these Terms.
Subscription Period	The period for which the Subscriber has paid for access to the Platform, as specified in the Order Form or subscription confirmation.

Part B - Terms and Conditions

1. ACCEPTANCE OF TERMS

1.1 By registering for an Account, subscribing to the Platform, or using any part of the Platform, the Subscriber agrees to be bound by this Agreement on behalf of themselves and all Authorised Users.

1.2 These Terms constitute a legally binding agreement between the Subscriber and Future Connected AI PTY LTD (ACN 688 760 036) ('Future Connected', 'we', 'us', or 'our').

1.3 The Subscriber represents and warrants that they have the legal authority to enter into this Agreement on behalf of the relevant business entity, and that the entity is registered and operating in Australia.

1.4 Future Connected reserves the right to update or modify these Terms at any time. Subscribers will be notified of material changes by email or via in-platform notification. Continued use of the Platform after the effective date of any change constitutes acceptance of the updated Terms.

1.5 These Terms are governed by and construed in accordance with the laws of Western Australia, Australia. The parties submit to the non-exclusive jurisdiction of the courts of Western Australia.

2. ELIGIBILITY AND ACCOUNT REGISTRATION

2.1 The Platform is available exclusively to Australian businesses and entities. Individuals acting in a personal capacity, or entities incorporated or operating outside of Australia, are not eligible to subscribe.

2.2 To access the Platform, the Subscriber must create an Account and provide accurate, complete, and current information. The Subscriber must promptly update any information that changes.

2.3 The Subscriber is responsible for maintaining the confidentiality of their Account login credentials and for all activities that occur under the Account.

2.4 The Subscriber must notify Future Connected immediately at hello@futureconnected.com.au of any actual or suspected unauthorised access to or use of their Account.

2.5 Future Connected reserves the right to suspend or terminate any Account where registration information is found to be inaccurate, false, or misleading.

2.6 The Subscriber may authorise Authorised Users to access the Platform. The Subscriber is responsible for ensuring all Authorised Users comply with these Terms and remains liable for all acts and omissions of Authorised Users.

3. SUBSCRIPTION AND ACCESS

3.1 Subject to payment of the applicable Fees and compliance with these Terms, Future Connected grants the Subscriber a non-exclusive, non-transferable, revocable licence to access and use the Platform during the Subscription Period for the Subscriber's internal business purposes.

3.2 The Subscriber may only use the Platform for lawful purposes and in accordance with these Terms and any applicable Documentation.

3.3 The licence granted under clause 3.1 does not include the right to: (a) sublicense, resell, or otherwise make the Platform available to third parties outside the Subscriber's organisation; (b) copy, modify, or create derivative works of the Platform; (c) reverse engineer, decompile, or disassemble any part of the Platform; or (d) use the Platform to build a competing product or service.

3.4 The Subscriber's access to the Platform is limited to the number of Authorised Users and features specified in the relevant subscription plan or Order Form.

3.5 Future Connected may update, enhance, or modify the Platform at any time. Future Connected will endeavour to provide reasonable notice of significant changes that may affect the Subscriber's use of the Platform.

4. FEES, PAYMENT, AND BILLING

4.1 The Subscriber agrees to pay the Fees for the selected subscription plan in advance, on a monthly or annual basis as elected at the time of subscription.

4.2 All Fees are quoted and payable in Australian dollars (AUD) and are inclusive of GST unless expressly stated otherwise.

4.3 Subscriptions will automatically renew at the end of each Subscription Period unless the Subscriber cancels in accordance with clause 4.7 prior to the renewal date.

4.4 Future Connected accepts payment via the methods specified on the Platform at the time of subscription. The Subscriber authorises Future Connected (or its payment processor) to charge the nominated payment method for all applicable Fees.

4.5 Future Connected reserves the right to adjust Fees for any renewal period. Subscribers will be notified of any Fee changes at least 30 days prior to the next renewal date. Continued use of the Platform after the effective date of any Fee change constitutes acceptance of the new Fees.

4.6 All Fees paid are non-refundable except as expressly provided in these Terms or as required by the Australian Consumer Law.

4.7 To cancel an auto-renewing subscription, the Subscriber must provide written notice to hello@futureconnected.com.au at least 7 days before the next renewal date. Cancellation takes effect at the end of the current Subscription Period.

4.8 If any Fees remain unpaid after the due date, Future Connected may (without limiting any other remedy): (a) charge interest at the rate of 2% per month on the outstanding amount; and/or (b) suspend or terminate the Subscriber's access to the Platform.

5. CLIMATE DATA AND SUBSCRIBER CONTENT

5.1 The Subscriber retains all ownership and Intellectual Property Rights in Climate Data and other content uploaded to the Platform ('Subscriber Content').

5.2 By uploading Subscriber Content to the Platform, the Subscriber grants Future Connected a non-exclusive, royalty-free licence to use, process, store, and transmit the Subscriber Content solely for the purposes of providing the Platform and related services.

5.3 The Subscriber represents and warrants that: (a) it has all necessary rights, consents, and permissions to upload and use the Subscriber Content on the Platform; and (b) the Subscriber Content does not infringe the rights of any third party.

5.4 Future Connected may use aggregated, de-identified data derived from Subscriber Content to improve the Platform, develop new features, and for research and analytics purposes, provided that such data cannot reasonably be used to identify the Subscriber or any individual.

5.5 The Subscriber is solely responsible for the accuracy, completeness, and integrity of all Climate Data and Subscriber Content entered into the Platform. Future Connected does not verify the accuracy of data provided by Subscribers.

6. INTELLECTUAL PROPERTY

6.1 Future Connected owns all Intellectual Property Rights in the Platform, including all software, algorithms, databases, interfaces, Documentation, reports, and templates — excluding Subscriber Content.

6.2 Nothing in these Terms transfers any Intellectual Property Rights in the Platform to the Subscriber.

6.3 The Subscriber acknowledges that reports, disclosures, and outputs generated by the Platform are produced using Future Connected's proprietary tools and methodology. The Subscriber may use such outputs for their own internal business purposes, including regulatory submissions and tender applications.

6.4 The Subscriber must not remove, obscure, or alter any proprietary notices, logos, or branding appearing in or on the Platform.

6.5 Future Connected may use the Subscriber's name and logo for marketing purposes (e.g. as a client reference) unless the Subscriber provides written notice objecting to such use.

7. PRIVACY AND DATA PROTECTION

7.1 Future Connected collects, uses, and discloses personal information in accordance with its Privacy Statement, available at futureconnected.com.au/privacy, and the Privacy Act 1988 (Cth), including the Australian Privacy Principles.

7.2 The Subscriber is responsible for ensuring that any personal information of employees, contractors, or other individuals uploaded to the Platform is collected and disclosed in accordance with applicable privacy laws.

7.3 Future Connected implements appropriate technical and organisational security measures to protect Subscriber Content and personal information against unauthorised access, disclosure, alteration, or destruction.

7.4 In the event of a data breach that is likely to result in serious harm to individuals, Future Connected will notify affected Subscribers and, where required, the Office of the Australian Information Commissioner, in accordance with the Notifiable Data Breaches scheme.

8. CONFIDENTIALITY

8.1 Each party agrees to keep the other party's Confidential Information strictly confidential and not to disclose it to any third party without prior written consent, except: (a) to employees, contractors, or advisors who need to know the information and are bound by equivalent confidentiality obligations; or (b) as required by law or court order.

8.2 The obligations in clause 8.1 do not apply to information that: (a) is or becomes publicly known through no fault of the receiving party; (b) was already known to the receiving party prior to disclosure; or (c) is independently developed by the receiving party without reference to the Confidential Information.

8.3 Confidentiality obligations under this clause survive termination of this Agreement for a period of three (3) years.

9. COMPLIANCE DISCLAIMER

The Platform is designed to assist Australian SMEs in preparing climate-related disclosures and reports in connection with AASB S2 Climate-related Financial Disclosures and related regulatory frameworks. However, Future Connected does not provide legal, financial, accounting, or professional compliance advice.

9.1 Reports, disclosures, and outputs generated by the Platform are provided as tools to assist the Subscriber in meeting their compliance obligations. They do not constitute professional advice and should not be relied upon as such.

9.2 The Subscriber is solely responsible for determining whether the outputs generated by the Platform satisfy their legal and regulatory obligations. Future Connected strongly recommends that Subscribers obtain independent legal or accounting advice before making regulatory submissions.

9.3 Future Connected does not warrant that use of the Platform will result in regulatory compliance, approval of any tender or government contract, or any particular commercial

outcome.

10. WARRANTIES AND DISCLAIMER

10.1 Future Connected warrants that: (a) it has the right to grant the licences in these Terms; and (b) the Platform will perform materially in accordance with the Documentation under normal use.

10.2 To the maximum extent permitted by law, Future Connected makes no other warranties, express or implied, including any implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

10.3 The Platform is provided on an 'as is' and 'as available' basis. Future Connected does not warrant that the Platform will be uninterrupted, error-free, or free from viruses or harmful components.

10.4 Nothing in these Terms excludes, restricts, or modifies any rights the Subscriber may have under the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010 (Cth)) that cannot be excluded, restricted, or modified by agreement.

11. LIMITATION OF LIABILITY

11.1 To the maximum extent permitted by law, Future Connected's total aggregate liability to the Subscriber for all claims arising under or in connection with this Agreement (whether in contract, tort, including negligence, or otherwise) is limited to the total Fees paid by the Subscriber in the 12 months immediately preceding the event giving rise to the claim.

11.2 To the maximum extent permitted by law, neither party will be liable to the other for any indirect, incidental, special, consequential, or punitive loss or damage, including loss of profits, loss of revenue, loss of data, or loss of business opportunity, even if advised of the possibility of such loss.

11.3 The limitations in this clause 11 do not apply to: (a) liability that cannot be limited under applicable law, including the Australian Consumer Law; (b) death or personal injury caused by negligence; or (c) fraud or fraudulent misrepresentation.

12. SUSPENSION AND TERMINATION

12.1 Future Connected may suspend the Subscriber's access to the Platform immediately and without notice if: (a) the Subscriber fails to pay any Fees when due; (b) the Subscriber breaches these Terms in a material way; or (c) Future Connected reasonably believes the Platform is being used for unlawful purposes.

12.2 Either party may terminate this Agreement by providing written notice if the other party: (a) materially breaches these Terms and fails to remedy that breach within 14 days of written notice; or (b) becomes insolvent, is placed into administration or liquidation, or has a receiver appointed.

12.3 Future Connected may terminate a subscription at the end of any Subscription Period by providing at least 30 days' written notice.

12.4 Upon termination: (a) all licences granted under these Terms immediately cease; (b) the Subscriber must cease all use of the Platform; (c) Future Connected will provide the Subscriber with an opportunity to export their Subscriber Content for a period of 30 days following termination, after which Future Connected may delete the Subscriber Content; and (d) any accrued payment obligations survive termination.

13. ACCEPTABLE USE

The Subscriber must not use the Platform to:

- Upload or transmit content that is unlawful, defamatory, fraudulent, or infringes any third party's rights;
- Attempt to gain unauthorised access to any part of the Platform or its underlying systems;
- Transmit malware, viruses, or other harmful code;
- Use automated tools (such as bots, scrapers, or crawlers) to access the Platform without prior written consent;
- Use the Platform in a manner that could damage, disable, overburden, or impair Future Connected's systems or infrastructure;
- Misrepresent the outputs of the Platform to a regulator, government body, or third party in a manner that is false or misleading;
- Share Account credentials with individuals who are not Authorised Users.

14. THIRD-PARTY SERVICES AND INTEGRATIONS

14.1 The Platform may integrate with or link to third-party services, databases, or platforms (e.g. payment processors, government emissions databases). Future Connected does not control and is not responsible for the availability, accuracy, or content of any third-party services.

14.2 Use of any third-party services is subject to the relevant third party's terms and conditions. The Subscriber is responsible for reviewing and complying with those terms.

15. FORCE MAJEURE

15.1 Neither party will be in breach of these Terms or liable for any delay or failure to perform its obligations to the extent that such delay or failure is caused by circumstances beyond its reasonable control, including natural disasters, acts of government, cyberattacks, or internet infrastructure failures ('Force Majeure Event').

15.2 The affected party must promptly notify the other party of a Force Majeure Event and use reasonable endeavours to mitigate its effects.

16. DISPUTE RESOLUTION

16.1 If a dispute arises in connection with this Agreement, the parties agree to first attempt to resolve the dispute through good faith negotiation.

16.2 If the dispute is not resolved within 20 business days of written notice, either party may refer the dispute to mediation before resorting to litigation. The parties will agree on a mediator or, failing agreement, appoint one through the Resolution Institute of Australia.

16.3 Nothing in this clause prevents a party from seeking urgent interlocutory or injunctive relief from a court of competent jurisdiction.

17. GENERAL

17.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements, representations, and understandings.

17.2 Severability. If any provision of these Terms is found to be invalid or unenforceable, that provision will be limited or severed to the minimum extent necessary, and the remaining provisions will continue in full force.

17.3 No Waiver. A party's failure to enforce any provision of these Terms will not constitute a waiver of that party's right to enforce that provision in the future.

17.4 Assignment. The Subscriber may not assign or transfer any rights or obligations under this Agreement without Future Connected's prior written consent. Future Connected may assign its rights and obligations to a related body corporate or successor entity.

17.5 Notices. All notices under this Agreement must be in writing and sent by email to hello@futureconnected.com.au (for Future Connected) or to the email address associated with the Subscriber's Account.

17.6 Relationship of Parties. The parties are independent contractors. Nothing in these Terms creates a partnership, joint venture, agency, or employment relationship between the parties.

17.7 Governing Law. This Agreement is governed by the laws of Western Australia, Australia. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia and any courts with appellate jurisdiction over those courts.

Contract & Acceptance

For questions, feedback, or concerns about our AI ethics practices, please contact:

Future Connected AI Pty Ltd ABN: 47 688 760 036 Email: david@futureconnected.com.au
Address: 46 Hastings Street, Scarborough WA 6019

This AI Ethics Statement is reviewed periodically and may be updated to reflect changes in our practices, technology, or Australian regulatory requirements.

This Policy was last updated on 28/08/2026.

By creating an Account or using the Platform, you confirm that you have read, understood, and agree to be bound by these Terms of Service on behalf of your business.

