

UNFOLD PARTNER TERMS & CONDITIONS

1. Definitions

In these terms and conditions (**Terms**):

Customer means any customer of the Partner.

End User means the person or company using the Products, being either the Partner or a Customer.

Intellectual Property Rights means any patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs and unregistered designs, rights to use, and protect the confidentiality of, confidential information (including know-how, trade secrets, and datasets), technology and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist now or in the future, anywhere in the world.

Order means any orders placed or offers by a Partner to purchase Products from Unfold.

Partner (or you) means the company or person placing an Order, whether on your own behalf or on behalf of a Customer.

Platform means Unfold's web based platform and Artificial Intelligence (**AI**) agent.

Products means the Supplier's software-as-a-service (**SaaS**) or other products, licences, subscriptions and related professional and support services.

Suppliers means the suppliers of the Products to Unfold or directly to you on behalf of Unfold.

Unfold (or we or our or us) means Unfold Technology Pty Ltd (ACN: 687012586) of Suite 5.01/2 Bligh Street, Sydney NSW 2000 and/or its related entities.

Unfold Services means Unfold's professional and support services and Platform relating to the distribution of the Supplier Products.

2. Our agreement with you

- 2.1 Except as otherwise agreed in writing, these Terms apply to the entirety of the engagements between us including all Orders made by you, quotes issued by us and/or the supply of Products and Unfold Services by us.
- 2.2 These Terms comprise the entire agreement between you and us in relation to this subject matter. You acknowledge that you have not relied on any other statement, promise or representation or assurance or warranty that is not set out in these Terms.

2.3 To the extent that there is any inconsistency between these Terms and any other written terms that you may be subject to (including the Platform Terms and/or Credit Terms), these Terms will prevail.

3. We may make changes to these Terms

We may amend these Terms from time to time. We will notify you when that occurs. Please always check these Terms to ensure you understand the Terms current at the time of your Order.

These terms were most recently updated on 06/01/2026

4. Placing an Order and its acceptance

4.1 Each Order is an offer by you to purchase Products subject to these Terms.

4.2 Please check your Order carefully. You are responsible for ensuring that your Order is complete and accurate.

4.3 Acceptance of an Order is at Unfold's sole discretion. We may accept any Order in whole or in part. Our acceptance of your Order takes place when Unfold provides you with confirmation of acceptance.

4.4 Accepted Orders may not be varied or cancelled by you without written approval from Unfold.

4.5 If we are unable to supply you with the Products for any reason, we will inform you of this and we will not process your Order.

5. Your obligations

5.1 It is your responsibility to ensure that:

- (a) the terms of your Order are complete and accurate;
- (b) you cooperate with us in all matters relating to the Products;
- (c) you comply with any End User agreements issued by the Suppliers;
- (d) you use all reasonable commercial endeavours to ensure that your Customers comply with any End User Agreements issued by the Suppliers;
- (e) you comply with all applicable Australian and international laws including but not limited to laws relating to the Intellectual Property Rights of Unfold and Suppliers;
- (f) you use all reasonable commercial endeavours to ensure that your Customers comply with all applicable Australian and international laws including but not limited to laws relating to the Intellectual Property Rights of Unfold and Suppliers;

- (g) where required by a Supplier, you enter and comply with any additional terms or software licensing agreements issued by the Supplier or provided to you by Unfold;
- (h) where required by a Supplier, you incorporate any relevant policies into any Customer agreements;
- (i) where required by a Supplier, you provide Unfold with copies of all Customer or End User agreements for provision to the relevant Supplier;
- (j) you advise Customers or End Users of any applicable warranty guidelines, technical support guidelines etc issued by the Supplier or provided to you by Unfold regarding the Products;
- (k) you must not and must ensure that any Customer does not make any representations or warranty claims to third parties with respect to the Products;
- (l) you must not and, must ensure that the Customer does not, reverse engineer, decompile or disassemble any object code within the Products;
- (m) you must not and must ensure that the Customer does not purport to sublincense or distribute the Products, except to Customers or End Users where Unfold or the Supplier have granted their consent.

6. Charges

- 6.1 In consideration of us distributing the Products, you must pay the charges (**Charges**) in accordance with this clause.
- 6.2 The Charges are the prices quoted on our Platform or website at the time you submit your Order or as provided for in any quote or invoice issued by Unfold to a Partner.
- 6.3 Our Charges are exclusive of goods and services tax (**GST**). Where GST is payable in respect of some or all of the Services, you must pay us such additional amounts in respect of GST, at the applicable rate, at the same time as you pay the Charges.
- 6.4 Products supplied pursuant to these Terms may be billed by Unfold in various ways including subscription billing, consumption billing, multi-year contract billing etc. This list is not exhaustive and does not limit the way in which the Products can be priced.
 - (a) Subscription billing: invoicing for Products delivered over an agreed period (including multiple years), is spread across one or more periods within a delivery period.

- (b) Consumption billing: invoicing for Products delivered over an agreed period (including multiple years), is based on usage levels of products and services within an agreed billing frequency.

7. Payment

- 7.1 Payment for the Products is in advance. We will take your payment upon acceptance of your Order and will take any subsequent ongoing payments at the agreed interval, in advance.

7.2 You can pay for the Products:

- (a) using a debit card or credit card; or
- (b) by bank transfer.

- 7.3 A reasonable service fee may be charged to you or the Customer where payment is made by way of a credit card. We will notify you of the charge before processing.

- 7.4 We will send you an electronic receipt following payment.

- 7.5 For any failed or cancelled payments, a \$15 administration fee may be charged.

- 7.6 Unfold may allow credit for part or all of the value of an Order. Any credit provided is at Unfold's discretion and in accordance with Unfold's **Credit Terms**.

- 7.7 Unfold may impose a late payment surcharge on any amounts not paid and undisputed by you by a due date. The late payment surcharge is 12% per annum (or, if lower, the maximum rate permitted by law), calculated daily from the due date and payable on demand.

8. Disputed Charges

- 8.1 If you object to any invoiced item, you may withhold payment of the disputed amount but only if, on or before payment or the due date for payment (whichever first occurs), notice in writing of the dispute is given to Unfold, setting out the details of the amount disputed, the reasons for the dispute, and the basis for calculating the disputed amount. Unfold will investigate all disputes. Both parties must act in good faith.

- 8.2 If the amount is found to be payable (in whole or in part) then you must pay the due amount within 7 days of receiving notice and the basis of the decision.

- 8.3 Invoiced amounts that are not objected to in writing within 30 days of the invoice date are deemed to be correctly charged.

- 8.4 Unfold will not accept any disputes directly from a Customer or End User unless you are the End User.

8.5 You shall not otherwise be entitled to set off against or deduct from the price of Products sold any sums owed or claimed to be owed to you by Unfold.

9. Intellectual Property Rights

9.1 Nothing in these Terms gives you or a Customer any interest or right in the Intellectual Property Rights of Unfold or any Supplier.

9.2 You and the Customer may only use the Products in way that does not infringe the Intellectual Property Rights of Unfold and the Supplier.

9.3 You are granted a non-exclusive license to use the Products for the relevant term, subject to any End User agreements imposed by the Supplier in respect of the Product. You may not sublicense, assign or otherwise transfer those rights, without agreement from Unfold and the Supplier.

9.4 Unfold may give such directions and impose such limitations as it thinks fit and require such undertakings as it deems necessary or reasonable in order to protect its Intellectual Property Rights or a Supplier's Intellectual Property Rights and you must comply with those directions and limitations and give such undertakings.

9.5 The Supplier will, at all times, retain ownership of any Intellectual Property licensed to you or the Customer.

9.6 You must not modify or attempt to modify any Products without the written consent of Unfold or the Supplier.

9.7 If you believe that a Supplier's or Unfold's Intellectual Property Rights have been infringed, you must notify Unfold and the affected Supplier in writing within 14 days of becoming aware of this infringement.

9.8 In the event that a Supplier requests any information from Unfold you must make all reasonable efforts to assist Unfold in complying with that request.

9.9 You agree that you will cause your Customers to enter into a legally binding agreement that:

(a) includes a clause along the lines of the following: *"The customer agrees to use the software products only in accordance with the end user software licence supplied with the software product and agrees that the suppliers will have the right to enforce the terms of such end user software licence directly, as licensor, against the customer despite not being a party to this contract for sale. The term 'suppliers' in this clause shall have the following meaning:*

(A) [insert name of supplier]; and

(B) [insert name of supplier]; and

(C)"

10. Indemnity

10.1 You will defend, indemnify and hold Unfold, its employees, and agents, harmless from and against all claims, demands, actions, suits, discovery demands, damages, liabilities, losses, settlements, judgments, costs and expenses (including, without limitation, reasonable solicitors fees and costs) relating to: (i) any breach by you or a Customer of these Terms or of any other agreement between you and the Supplier or a Customer and the Supplier (including, regarding Intellectual Property Rights); (ii) a Customer's use of the Products in an unlawful manner.

11. Privacy

11.1 We will use any personal information you provide to us to:

(a) provide the Products and Unfold Services;

(b) process transactions and billing for the Products;

(c) personalise your user experience.

(d) communicate with you about your account, updates, or support;

(e) comply with legal obligations under Australian law.

(f) conduct analytics, research, and product development.

11.2 Further details of how we will process personal information are set out in our **Privacy Policy** here: <https://www.unfold.technology/legal/privacypolicy>.

12. Warranty

12.1 Products are not warranted by Unfold under these Terms. Products are warranted in accordance with the relevant licence agreements or End User agreements with Suppliers governing their use.

12.2 Unfold acts as an agent in providing Products from Suppliers. Unfold does not provide any guarantees with respect to the quality or availability of the Products.

12.3 Certain legislation including the Australian Consumer Law in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) (**ACL**), may imply warranties or conditions or impose obligations upon Unfold which cannot be excluded, restricted or modified except to a limited extent. These Terms are to be read subject to those statutory provisions. If

those statutory provisions apply, to the extent to which Unfold is able to do so, its liability will be limited, at its option, to:

- (a) in the case of Products: the replacement of the Products or resupply of equivalent products; repair of the Products; payment of the cost of replacing the Products or acquiring equivalent products; or the payment of the cost of having the Products repaired; and
- (b) in the case of services: the supply of the services again; or the payment of the reasonable cost of having the services supplied again.

12.4 This clause will survive termination of the Contract.

13. Limitation of liability

13.1 Nothing in these Terms limits or excludes liability where liability cannot be limited or excluded by applicable law.

13.2 Subject to clause 13.1 neither party will have any liability to any other party, whether in contract, tort or otherwise, for any special, indirect or consequential loss arising under or in connection with these Terms, including any:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of business opportunity;
- (e) loss of anticipated savings;
- (f) loss of or damage to goodwill or reputation;
- (g) loss of use or corruption of software, data or information.

13.3 Subject to clause 13.1 and 13.2, our maximum aggregate liability to you for any loss or damage or injury arising out of or in connection with the performance or non-performance of Unfold's obligations under these Terms including any breach by us of these Terms however arising, is limited to 100% of the actual Charges paid by you under these Terms in the 12-month period preceding the matter or event giving rise to the claim.

13.4 This clause will survive termination of the Contract.

14. Confidentiality

14.1 We each undertake that we will not at any time disclose to any person any confidential information concerning one another's business, affairs, customers, clients or suppliers, except as permitted by clause 14.2.

14.2 We each may disclose the other's confidential information:

- (a) where permitted or required under these Terms;
- (b) where the information is in the public domain or becomes in the public domain other than by breach of any obligation of confidentiality binding on either of us;
- (c) if disclosure is made to our respective officers, employees and professional advisers to the extent necessary to enable either of us to properly perform our or to conduct our business generally, in which case the we each must ensure that such persons keep the information secret and confidential and do not disclose the information to any other person;
- (d) where the disclosure is required for use in legal proceedings regarding these Terms; or
- (e) if the party to whom the information relates has consented in writing before the disclosure.

14.3 Each of us may only use the other's confidential information for the purpose of fulfilling our respective obligations under the Contract.

15. Termination

15.1 Without affecting any of our other rights, we may suspend your access to the Products and/or the Platform, refuse further Orders and/or terminate these Terms with immediate effect by giving written notice to you if:

- (a) you fail to pay any undisputed amount due under these Terms or the Credit Terms on the due date for payment and you remain in default not less than 14 days after being notified in writing to make such payment;
- (b) you commit a material breach of any other term that is irremediable or (if that breach is remediable) you fail to remedy that breach within a period of 14 days after being notified in writing to do so;
- (c) you commit a material breach of the **Platform Terms** that is irremediable or (if that breach is remediable) you fail to remedy that breach within a period of 14 days after being notified in writing to do so;
- (d) an insolvency event occurs in relation to you; or

(e) there is a change of control of your company without our consent, such consent not to be unreasonably withheld or delayed.

15.2 Termination does not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages for any breach that existed at or before the date of termination.

15.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

16. Force majeure

16.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by any act or event beyond our reasonable control including fire, flood, earthquake, riot, civil disturbance, theft, crime, strike, lock-out, war, pandemic, or inability of Suppliers to supply necessary materials (**Event Outside Our Control**).

16.2 If an Event Outside Our Control takes place that affects the performance of our obligations:

- (a) we will contact you as soon as reasonably possible to notify you; and
- (b) our obligations will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.

17. Notices

17.1 Any notice or other communication given by one of us to the other under or regarding the Contract must be in writing and be delivered by email.

17.2 The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

18. No waiver

18.1 Neither of us may rely on the words or conduct of any other party as being a waiver of any right, power or remedy arising under or in connection with these Terms unless the other party or parties expressly grant a waiver of the right, power or remedy. Any waiver must be in writing, signed by the party granting the waiver and is only effective to the extent set out in that waiver.

19. Severability

19.1 If the whole or any part of a provision of this Contract is or becomes invalid or unenforceable under the law of any jurisdiction, it is severed in that jurisdiction to the extent that it is invalid or unenforceable and whether it is in severable terms or not.

20. Announcements

20.1 No party will make, or permit any person to:

- (a) make any public announcement statement, press release or other publicity or marketing materials concerning the existence, subject matter or terms of this agreement, the wider transactions contemplated by it, or the relationship between the parties; or
- (b) use the other party's trade marks, service marks, trade names, logos, symbols or brand names, in each case;

without the prior written consent of the other party, such consent not to be unreasonably withheld, conditioned or delayed, except as required by law.

21. Governing law and jurisdiction

These Terms are governed by the laws of the state of New South Wales. Each party submits to the non-exclusive jurisdiction of the courts of New South Wales.