

UNFOLD PLATFORM TERMS & CONDITIONS OF USE

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS PLATFORM

1. Who we are and how to contact us

1.1 Platform.unfold.technology is a web based platform and Artificial Intelligence (AI) agent (**Platform**) operated by Unfold Technology ACN 687012586 of Suite 5.01/2 Bligh Street, Sydney NSW 2000 and its related entities (**we, us and our**).

1.2 To contact us, please email hello@unfold.technology.

2. By using our Platform you accept these Terms

2.1 By using our Platform, you confirm that you accept these Terms of use and that you agree to comply with them. If you do not agree to these Terms, you must not use our Platform.

2.2 You are also responsible for ensuring that all persons who access our Platform through your internet connection are aware of these Terms and that they comply with them.

3. We may make changes to these Terms

3.1 We may amend these terms from time to time. Every time you wish to use our Platform, please check these terms to ensure you understand the terms that apply at that time.

3.2 These terms were most recently updated on 07/01/2026.

4. We may make changes to our Platform

4.1 We may update and change our Platform from time to time to reflect changes to our products, our users' needs, changes in law, our business priorities etc. We will try to give you reasonable notice of any major changes.

5. We may suspend or withdraw our Platform

5.1 Our Platform is made available free of charge.

5.2 We do not guarantee that our Platform, or any content on it, will always be available, uninterrupted or be error-free. We may suspend or withdraw or restrict the availability of all or any part of our Platform for business and operational reasons. We

will try to give you reasonable notice of any suspension or withdrawal.

6. Eligibility to use our Platform

6.1 Our Platform is directed to users who are residing in and using this Platform within Australia and New Zealand. We do not represent that content available on or through our Platform is appropriate for use or available in other locations.

6.2 If you access our Platform from outside Australia / New Zealand, you do so at your risk and you are responsible for compliance with laws applicable to your accessing the Platform from your location.

7. You must keep your account details safe

7.1 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

7.2 We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms.

7.3 If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us.

8. Intellectual property rights and AI use

8.1 For the purposes of this clause:

- (a) 'Prompts and Uploaded Content' means any text, data, files, documents or other content you, your personnel or your authorised users submit to or through the Platform, including queries, instructions and other interactions with any AI functionality in the Platform.
- (b) 'Logs and Telemetry' means usage data, technical logs, analytics and other diagnostic information generated by or in connection with your use of the Platform (for example, timestamps, feature usage, and device or browser information).
- (c) 'AI Outputs' means content, responses, recommendations or other materials generated by or through any AI functionality in the Platform in response to Prompts and Uploaded Content.

8.2 As between you and us, you retain all rights, title and interest (including Intellectual Property Rights) in Prompts and Uploaded Content, subject to the licences you grant us under this clause below.

8.3 As between you and us, we (or our licensors) own all rights, title and interest in and to:

- (a) the Platform and underlying software, models, algorithms, systems and know-how;
- (b) Logs and Telemetry; and
- (c) any improvements, modifications or derivative works of the items in (a) and (b).

8.4 You grant us a non-exclusive, worldwide, royalty-free, sublicensable licence to use, host, store, reproduce, modify, process and display Prompts and Uploaded Content to:

- (a) provide you with access to and use of the Platform and any services you request;
- (b) operate, maintain, secure and support the Platform; and
- (c) generate AI Outputs for you.

8.5 You also grant us a non-exclusive, worldwide, royalty-free, sublicensable licence to use Prompts and Uploaded Content and AI Outputs in aggregated or de-identified form (so that you and any individuals are not reasonably identifiable) together with Logs and Telemetry to:

- (a) analyse usage and performance of the Platform;
- (b) improve, train and develop our and our Suppliers' models, algorithms and services; and
- (c) develop new products, services and features.

8.6 Subject to these Terms, we grant you a non-exclusive, worldwide, perpetual licence to use, reproduce, and exploit AI Outputs for your internal business purposes.

8.7 You must not delete or alter any copyright, trade mark or other proprietary rights notices from copies of materials from the Platform.

9. Our trade marks

9.1 Unfold and all related names, logos, designs and slogans are our trade marks or the trade marks of our affiliates or licensors. You must not use such marks without our prior written permission unless they are part of material you are using as permitted under **Error! Bookmark not defined.Error! Reference source not found.** Other names, logos, designs and slogans on this Platform are the trade marks of their respective owners and are used by us under licence.

10. No text or data mining, or web scraping

10.1 You must not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to our Platform or any services provided via, or in relation to, our Platform for any purpose, including the development, training, fine-tuning or validation of AI systems or models.

10.2 The provisions in this clause should be treated as an express reservation of our rights in this regard.

10.3 This clause will not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

11. Do not rely on information on this Platform

11.1 This Platform is provided on an "as is" and "as available" basis, and we make no representations or warranties, express or implied, regarding the operation or availability of the Platform.

11.2 The content on our Platform is provided for general information only. It is not intended to amount to professional advice on which you should rely. You must always make your own enquiries or obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Platform.

11.3 Although we make reasonable efforts to update the information on our Platform, we make no representations, warranties or guarantees, whether express or implied, that the content on our Platform is accurate, complete or up-to-date.

12. We are not responsible for websites we link to

12.1 Where our Platform contains links to other websites (including banner advertisements and sponsored links) and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those websites or resources, and you access third party websites entirely at your own risk

and subject to the terms and conditions of use for those websites.	15. Prohibited uses
13. We are not responsible for viruses	15.1 You may use the Platform only for lawful purposes and in accordance with these terms. You agree not to use the Platform:
13.1 We do not guarantee that our Platform will be secure or free from bugs or viruses or any other type of malicious code or software.	(a) in any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from other countries);
13.2 You are responsible for configuring your technology to access our Platform. You should use your own antivirus software.	(b) for the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise;
14. Limitation of liability	(c) to impersonate or attempt to impersonate us, any of our employees, another user or any other person or entity (including, without limitation, by using email addresses or logins associated with any of the foregoing); or
14.1 In no event will we, our affiliates or their licensors, service providers, employees, agents, officers or directors be liable for damages of any kind, under any legal theory, arising out of or in connection with your use, or inability to use, our Platform, any websites linked to it, any content on our Platform or such other websites or any services or items obtained through our Platform or such other websites, including any direct, indirect, special, incidental, consequential or punitive damages, including but not limited to loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.	(d) to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Platform, or which, as determined by us, may harm us or users of the Platform or expose them to liability.
14.2 Nothing in this clause affects any liability which cannot be excluded or limited under applicable law. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. Where our liability cannot be excluded, we limit our liability to the fullest extent permitted by law.	15.2 Additionally, you agree not to:
14.3 You agree to indemnify and hold us, our affiliates, licensors and service providers, and each of their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns, harmless from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable solicitors fees) arising out of or relating to your violation of these Terms or your use of the Platform.	(a) use the Platform in any manner that could disable, overburden, damage, or impair the Platform or interfere with any other party's use of the Platform, including their ability to engage in real time activities through the Platform;
14.4 Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products to you, which are set out in our <u>Partner Terms</u> .	(b) use any robot, spider or other automatic device, process or means to access the Platform for any purpose, including monitoring or copying any of the material on the Platform;
	(c) use any manual process to monitor or copy any of the material on the Platform or for any other unauthorised purpose without our prior written consent;
	(d) use any automatic or manual process to reverse engineer or decompile any part of the Platform;
	(e) use any device, software or routine that interferes with the proper working of the Platform;

- (f) introduce any viruses, trojan horses, worms, logic bombs, spyware, computer code, file, program or material which is malicious or technologically harmful;
- (g) attempt to gain unauthorised access to, interfere with, damage or disrupt any parts of the Platform, the server on which the Platform is stored, or any server, computer or database connected to the Platform;
- (h) attack the Platform via a denial-of-service attack or a distributed denial-of-service attack; or
- (i) otherwise attempt to interfere with the proper working of the Platform.

15.3 We may report any of the activities above to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Platform will cease immediately.

16. Online purchases

16.1 All purchases through our Platform or other transactions formed through the Platform or as a result of visits made by you are governed by our **Partner Terms** which are incorporated into these terms.

17. Privacy

17.1 Our collection, use and disclosure of personal information via the Platform is governed by our Privacy Policy at <https://www.unfold.technology/legal/privacypolicy>. By using the Platform, you consent to that handling of personal information.

18. Governing law

18.1 These Terms are governed by the laws of the state New South Wales, Australia. You agree to submit to the non-exclusive jurisdiction of the courts of New South Wales.