



**Staunch
Technology**

Terms and Conditions

13 April 2026

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1 Background

- (a) These are the terms and conditions for the following products owned and/or licensed to Staunch Technology Pty Ltd, that include the following services :
- (i) OccHealth Marketplace (OHM) – the online platform that matches Requesters and Providers;
 - (ii) PEFA App – the mobile/web app used by Providers to conduct Physical Employment Functional Assessments (PEFAs) and related services;
 - (iii) JobFit System on Demands SaaS (JOD)– the background job-demand database (modified version provided with OHM access; full licences remain governed by a separate licence agreement); and
 - (iv) HUB – the account management portal for users, permissions, insurance certificates, purchase orders and related administration.
- (b) Within these terms and conditions, **Staunch Technology Pty Ltd ABN 47 653 864 852** may be referred to by any or all of the following words: (“Staunch Technology”, “we”, “us” or “our”)
- (c) These Terms and Conditions (“The Staunch Terms and Conditions”), together with our Privacy Statement (available at [[Privacy Policy – Staunch Technology](#)]), any applicable Schedule of Fees or Payment Rates – including the terms of payment (which you accept separately by ticking the relevant box during signup), and any Service Level Agreement (“SLA”) we issue, form the entire agreement between you and Staunch Technology for your access to and use of the Staunch Technology suite of products and services (collectively the “Services”).
- (d) Paid full JobFit System on Demand SaaS (JOD) subscribers continue to be governed by their existing separate licence agreement.
- (e) These Terms apply to all OHM/HUB/PEFA App users (including those with full JOD licences when they use the Marketplace features).

2 Acceptance

- (a) By creating an account in HUB, accepting these Terms, Payment Rates/Schedule of Fees and payment terms, and/or accessing or using any part of the Services, you confirm that you have read, understood and agree to be bound by the Staunch Terms and Conditions.
- (b) By accepting the Staunch Terms and Conditions and entering into this agreement on behalf of a company or other legal entity, you do so,

knowingly representing and with the full authority to bind that entity and otherwise accept full responsibility and liability for such action.

3 Definitions

- (a) “**Account**” means the HUB account you create and any sub-accounts or user permissions you manage.
- (b) “**Assessor**” means the health professional that is responsible for the conduct and management of the assessment services, that include report writing and review.
- (c) “**Content**” means any data, documents, reports, job demands, insurance certificates, purchase orders, assessment results, or other materials you upload, submit, or generate through the Services.
- (d) “**Provider**” means any individual or business entity that offers, accepts, or provides any services via OHM.
- (e) “**Requester**” means any user who posts requests or refers work via OHM.
- (f) “**User**” means any person or entity (including Requesters, Providers or Assessors) who accesses the Services. A single User may act as Requester, Provider and Assessor..
- (g) “**You**” / “**your**” means the User and, where the context requires, any assessors, employees, contractors or agents acting on your behalf.

4 Eligibility and Account Registration

- (a) You must be at least 18 years old and legally capable and competent to enter into contracts.
- (b) You must provide accurate, current and complete information during registration and keep it updated.
- (c) You are solely responsible for:
 - (i) setting up and maintaining the security of your Account (including strong passwords and multi-factor authentication where available);
 - (ii) inviting additional users to your Account; and
 - (iii) managing all permissions, roles and access rights for those users.
- (d) You are liable for all activity that occurs under your Account, including any actions taken by users you invite.

5 Grant of Licence

- (a) Subject to your compliance with these Terms and payment of all Fees, we grant you a limited, non-exclusive, non-transferable, revocable licence to access and use the Services solely for your internal business purposes in connection with the OccHealth Marketplace (matching, requesting, providing, and managing health assessments).
 - (b) You must not:
 - (i) use the Services for third-party training, commercial time-sharing, rental, service-bureau, or any other unauthorised purpose;
 - (ii) copy, reproduce, modify, reverse-engineer, decompile, or create derivative works of the Services (except for reasonable internal backup copies); or
 - (iii) allow any unauthorised person to access or use the services.
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6 Fees and Payment

- (a) You agree to pay all fees:
 - (i) at the rates and within the timelines accepted by you whether during signup or as varied in accordance with clause 6 (d) as under: or
 - (ii) where such terms of payment are otherwise contained within a separate Payment Agreement (including agreed purchase orders, or invoicing arrangements) as entered into between the parties.
 - (b) All credit card payments are processed through a secure third-party payment gateway. We do not store your credit-card details.
 - (c) You are responsible for all taxes, duties and charges applicable to your use of the Services.
 - (d) We may vary fees on 30 days' written notice. Continued use after the notice period constitutes acceptance of the new fees.
 - (e) If you fail to pay any amount when due, we may suspend or terminate your access without notice.
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7 Your General Obligations and Content

- (a) You are solely responsible for all Content you upload or generate.
- (b) You represent and warrant that:

- (i) your Content is accurate, complete, lawful and free from viruses, malware, or any other harmful code;
 - (ii) you have all necessary rights, consents and licences to upload and use the Content; and
 - (iii) the Content does not infringe any third-party rights.
- (c) We may (but are not obliged to) scan or remove Content that we reasonably believe violates these Terms.
- (d) You grant us a worldwide, royalty-free, non-exclusive licence to host, copy, transmit, display and use your Content solely as necessary to provide the Services.

8 Requester-Specific Obligations

When you act as a Requester you must:

- (i) provide complete, accurate and up-to-date information about the job demands, workplace safety requirements and any other details necessary for the proper provision of the assessment service;
- (ii) ensure that any workplace or location where an assessment is to be conducted complies with all applicable work-health-and-safety laws; and
- (iii) accept full responsibility for the accuracy and suitability of the information you supply.

9 Provider-Specific Obligations

By accepting any referral or providing any service through the Platform you confirm and agree to the following (in addition to all other obligations in these Terms):

- (i) Your business and all assessors used are covered by current and adequate Professional Indemnity, Public Liability and Workers Compensation insurance (and you will maintain and provide all current certificates to HUB on request).
- (ii) All assessors have no conditions, restrictions or suspensions on their professional registration or accreditation with the relevant regulatory body.
- (iii) You will notify us immediately:
 - (A) where there is any material change to any of the insurances identified in sub-clause (i) above, or where such insurance is revoked or terminated for whatever reason; or

- (B) where the professional registration or accreditation of any assessor by a relevant regulatory body, is altered in any material way, so as to impose a condition, restriction or suspension that would impact on the provision of services. .
- (iv) You will strictly follow the JobFit System PEFA testing procedures and will only use assessors who have completed JobFit System PEFA training – such training to be verified by Staunch Technology.
- (v) You will immediately report any incident, injury, near-miss or adverse event that occurs when providing any of the services for the Requestor, and ensure that you give all necessary and reasonable assistance in any investigation initiated by us, arising out of your usage of any of these services.
- (vi) You will not copy, reproduce, modify or otherwise use our intellectual property (including the JobFit System, PEFA App, assessment protocols, templates or branding) for any purpose other than the specific referral or service accepted through the Platform.
- (vii) You will ensure that all testing equipment is in good working order, fit for purpose, safe for use, and that you provide a safe place of work in full compliance with applicable laws.
- (viii) You are fully qualified and competent to perform the services, and you accept full responsibility for the content, accuracy, quality, completeness and professional standard of all reports, assessments and advice you provide.

10 Intellectual Property

- (a) We retain all right, title and interest in the Services, the JobFit System, PEFA App, all underlying software, databases, documentation and branding.
- (b) You must not remove any copyright, trademark or proprietary notices.
- (c) Any feedback or suggestions you provide become our property without compensation to you.

11 Privacy and Data

- (a) Your privacy is governed by our Privacy Statement that is located at: [Privacy Policy – Staunch Technology](#) together with our Data Protection Policy.

- (b) You must comply with all applicable privacy and data-protection laws when using the Services.

12 Warranties and Disclaimers

- (a) We warrant that the Services will perform in substantial accordance with any published specifications or Service Level Agreement (SLA).
- (b) To the maximum extent permitted by law, we disclaim all other warranties (express or implied), including merchantability, fitness for a particular purpose, uninterrupted operation, or error-free performance.
- (c) The Services are provided “as is”. You use them at your own risk.

13 Limitation of Liability

- (a) To the maximum extent permitted by law, our total cumulative liability under these Terms (whether in contract, tort, negligence or otherwise) is limited to the lesser of:
 - (i) AUD \$1,000,000; and
 - (ii) the total Fees actually paid by you to us in the 12 months preceding the event giving rise to the claim.
- (b) We are not liable for any indirect, consequential, special or incidental loss (including loss of profits, data, business or goodwill).
- (c) This limitation does not apply to liability that cannot be excluded by law (e.g. death or personal injury caused by our negligence) or our indemnity obligations under clause 14.

14 Indemnity

- (a) You indemnify and hold us harmless against any loss, claim, damage, liability, cost or expense (including reasonable legal fees) arising from:
 - (i) your breach of these Terms;
 - (ii) any Content you upload or any report you produce - including generated reports that you must check and approve before relying on in the provision of services;
 - (iii) your acts or omissions as a Requester, Provider or Assessor (including any assessment, workplace incident or professional advice);
 - (iv) any claim by a person who undergoes any assessment that you provide when utilising the services, including

any claim for physical injury, economic loss, discrimination or any other action available at law;

- (v) any claim by a third party that your use of the Services infringes their rights.
- (b) We will indemnify you against third-party claims that the Services infringe intellectual-property rights, subject to being provided with prompt notice of that claim (no later than 14 days) and on the basis that you acknowledge, authorise and accept that we reserve the right to assume sole control of any legal defence in any court pertaining to any claim of infringement of the Services.

15 Termination

- (a) You may terminate your Account at any time by giving written notice; pre-paid fees are non-refundable.
- (b) We may suspend or terminate your access immediately if you breach these Terms, fail to pay Fees, or if we reasonably believe continued access would expose us to legal risk.
- (c) On termination you must cease all use of the Services and delete any locally stored copies of our IP.

16 General Provisions

16.1 Governing Law

- (a) These Terms are governed by the laws of Queensland, Australia.
- (b) You submit to the non-exclusive jurisdiction of the courts of Queensland.

16.2 Entire Agreement

These Terms (plus the accepted Payment Rates, Privacy Policy and any SLA) constitute the entire agreement and supersede all prior understandings.

16.3 Variation

We may vary these Terms on 30 days' notice. Continued use constitutes acceptance.

16.4 Severability

If any clause is invalid, the remainder remains in force.

16.5 No Waiver

Failure to enforce a right does not waive it.

16.6 Assignment

You may not assign these Terms without our prior written consent. We may assign freely.

For further information please contact:

(Insert company contact

Email

Phone

Proposed for release