

Teralo Master Terms

Last Updated: 2 September 2026

These Master Terms govern access to and use of the Teralo Products and Services. They apply to every customer, and they are read together with exactly one Schedule:

- [Schedule A, Self-Serve](#) applies where Customer subscribes through the Web Platform.
- [Schedule B, Enterprise](#) applies where Customer and Teralo have executed an Order Form.

The contracting party is Teralo Pty Ltd (ABN 98 634 996 115, ACN 634 996 115), a proprietary company incorporated in Australia and based in Sydney, NSW.

1. Contract Structure and Precedence

The Agreement comprises these Master Terms, the applicable Schedule, any Order Form and Special Conditions, and the policies referred to below. New features and tools added to the Products and Services are subject to the Agreement.

Where documents are inconsistent, they prevail in this order:

1. Special Conditions, if any
2. The Order Form, if any
3. The applicable Schedule
4. These Master Terms
5. The policies listed below

The following policies are incorporated by reference: the [Acceptable Use Policy](#), the [AI Product Terms](#), the [Service Level Agreement](#), the [Data Processing Agreement](#), the [Privacy Policy](#) and the [Sub-processor list](#). The AI Product Terms take precedence over these Master Terms in respect of AI features only.

2. Grant to Use Products and Services

Teralo grants Customer a non-exclusive, limited, non-sublicensable and non-transferable right to access and use the Products and Services during the Term, in accordance with the Agreement.

Teralo provides the Products and Services on an "as is" basis and gives no guarantee regarding future enhancements. Teralo provides the Documentation necessary to use them.

2.1 Account Types

An organisation in Teralo is either a Guest organisation or a Host organisation.

A **Guest organisation** can be added to projects hosted by other organisations and can work in them. It cannot create or host projects of its own.

A **Host organisation** can create and host projects, and can invite Guest organisations into them.

Neither type is restricted by feature set, project count or storage capacity. Usage is metered, and what is charged for it is set out in the applicable Schedule.

3. Use of Products and Services

3.1 Prohibited Uses

Without Teralo's prior written approval, Customer must not:

- Use the Products and Services for any purpose other than the Authorised Purpose
- Copy or replicate the Products and Services, or cause a third party to do so
- Alter, modify, interfere with, reverse assemble, decompile or reverse engineer Teralo's Intellectual Property Rights, except as permitted under the Copyright Act 1968 (Cth) or applicable Law, and except for temporary cache copies
- Obtain or derive source code from the Products and Services
- Publicly disseminate performance information regarding the Products and Services
- Sub-license, rent, sell, lease, distribute or transfer the Products and Services, except as permitted

3.2 Credential Management

Customer is responsible for maintaining control over access credentials, must keep them confidential, and must notify Teralo immediately of any unauthorised access or suspected breach. Customer is responsible for all activity conducted through its access, whether authorised or not.

3.3 Authorised Users

Customer may designate persons as Authorised Users. Each must be at least 18 years old and must be Customer's Personnel or Clients.

Customer must:

- Keep accurate and current records of its Authorised Users
- Ensure every Authorised User complies with the Agreement and applicable Laws
- Remove an Authorised User's access when it is no longer appropriate, including on a change of role or end of employment

By creating an account for an Authorised User, Customer grants that user a non-exclusive, revocable, royalty-free right to use, modify, adapt, create derivatives of and share Customer Material within the Products and Services.

3.4 Prohibited Content

Customer must not use the Products and Services in a way that involves:

- False, defamatory, harassing or obscene content
- Unsolicited electronic messages
- Violation of any person's rights, including Intellectual Property Rights
- Contravention of any Law
- Damaging, disabling or impairing the Products and Services
- Fraudulent activity, or the sale or promotion of illegal business activities or prohibited products

Customer and its Authorised Users must also comply with the [Acceptable Use Policy](#).

3.5 Third Party Licences

Customer must comply with the terms of any Third Party Licences, which Teralo will notify Customer about.

4. Fees, Payment and GST

What Customer pays, when, and how, is set out in the applicable Schedule and, where one exists, the Order Form.

All amounts exclude federal, state and local sales, use, value added, goods and services and other similar transaction taxes (**Taxes**). Where Taxes are payable, Customer must pay them in addition to the fees owed. Each party must provide proper tax invoices where required by Law.

Payments are non-refundable except as required by Law or as expressly stated in the Agreement.

If a payment fails or is not made when due, Teralo may suspend access until it is received. Customer remains responsible for all outstanding amounts.

5. Updates

Teralo may introduce Updates, meaning enhancements, new features and modifications to functionality, at its discretion. Updates may be applied automatically or may require Customer action to enable. Continued use of the Products and Services after an Update constitutes acceptance of it.

Updates are provided under the same terms as the existing Products and Services, subject to any additional requirements stated on the Pricing Page or the Web Platform.

6. Intellectual Property Rights

6.1 Ownership

Teralo owns or licenses all Intellectual Property Rights in the Products and Services and any Developed Intellectual Property. Nothing in the Agreement transfers ownership of, or any interest in, Teralo's or a third party's Intellectual Property Rights.

If Customer acquires ownership of any Developed Intellectual Property, Customer assigns those rights to Teralo at its own cost, procures the same assignment from its Personnel and Authorised Users, and executes any document reasonably required to perfect Teralo's ownership.

In respect of moral rights under the Copyright Act 1968 (Cth) in Developed Intellectual Property, Customer procures that its Personnel and Authorised Users irrevocably waive all moral rights to the extent permitted by law.

Customer must notify Teralo immediately of any unauthorised access to or use of the Products and Services, any breach of Teralo's Intellectual Property Rights, and any third-party claim regarding Intellectual Property Rights in the Products and Services.

6.2 Feedback

If Customer submits suggestions, ideas, comments or other information about the Products and Services (**Feedback**), Teralo may use that Feedback freely, including by copying, disclosing, licensing, distributing and exploiting it, without obligation, royalty or restriction.

No Feedback is Confidential Information, and nothing limits Teralo's right to independently use, develop, evaluate or market products or services, whether or not they incorporate Feedback.

6.3 Customer Material

Customer owns its Customer Material. Customer is solely responsible for it, and must ensure that it, and its collection, use, processing, disclosure and dissemination through the

Products and Services, does not infringe any person's Intellectual Property Rights and complies with applicable Laws, including Privacy Laws.

Customer grants Teralo a royalty-free, worldwide, transferable, non-exclusive licence to access, use, modify, reproduce, reformat and process Customer Material solely in order to provide the Products and Services, and to test, secure, maintain and improve them.

This licence does not permit Teralo or its technology partners to use Customer Material to train Large Language Models. The handling of AI prompts specifically is governed by the [AI Product Terms](#).

7. Data Retention and Return

Teralo uses third-party cloud computing services to host the Products and Services. Where those services are located, and which providers receive data, are set out in the [Privacy Policy](#) and the [Sub-processor list](#).

7.1 Export During the Term

Customer may download Customer Material and Enriched Material in CSV, XLS, PDF or another available format at any time during the Term. At Customer's written request, Teralo will assist with an extraction in a specified format.

7.2 Return After Termination

Customer may download Customer Material and Enriched Material for **90 days** after expiry or termination of the Agreement, whichever is earlier. Teralo will assist with an extraction during that period on written request.

Teralo may permanently delete Customer Material and Enriched Material after the 90-day period ends.

7.3 Long-Term Archive

Customer may, before the 90-day period ends, purchase a long-term archive of its Customer Material and Enriched Material. Teralo will quote for this on request.

Teralo records this option because of what the Products and Services hold. Site diaries, inspections, incidents, inductions, safe work method statements, permits and progress claims are the records a building action reaches for years after practical completion, and statutory retention periods for some work health and safety records run considerably longer than a subscription does.

8. Confidentiality and Publicity

8.1 Confidentiality

Each party must keep the other's Confidential Information secure, and must not disclose or use it except as permitted below.

A party may disclose Confidential Information only:

- To persons controlled by or controlling that party under the Corporations Act, and to the employees, legal advisers and consultants of those persons, in each case under corresponding obligations of confidence and only where they need to know it
- In enforcing the Agreement, or in proceedings arising from it
- As required by Law, or by a binding order of a government agency or court

Teralo may disclose Customer's name as necessary in a capital raising, financing, transfer or divestiture of all or part of its business, or in a merger, consolidation, change of control, reorganisation or liquidation, using reasonable efforts to minimise the scope of disclosure.

8.2 Publicity

Unless Customer instructs otherwise in writing, Teralo may disclose that Customer has entered into the Agreement, including in marketing materials. Where Customer approves, Customer grants Teralo a royalty-free, non-exclusive licence to use and display Customer's logo on the Teralo website and in marketing materials.

9. Privacy and Security

Each party must comply with the Privacy Act 1988 (Cth), as if bound by it despite the small business exception, and with applicable Privacy Laws, in respect of Personal Information that one party discloses to the other or that comes into either party's possession or control.

Customer must obtain all necessary Consents and provide all necessary notices relevant to its use of the Products and Services, including in respect of the collection, use, disclosure and storage of Personal Information of individuals whose information is provided to Teralo.

In respect of Customer Material, Customer is the data controller and Teralo is a data processor acting on Customer's instructions. The [Data Processing Agreement](#) sets out Teralo's obligations in that capacity, including its security measures, its use of sub-processors, and the notification and objection rights that apply when the sub-processor list changes.

Where the Products and Services are provided from, and where Customer Material rests, are described in the [Privacy Policy](#). Teralo will not relocate the primary storage of Customer Material outside the region described there without notifying Customer.

Teralo's security controls are described on the [Security](#) page.

10. Data Breaches

10.1 Data Incidents

If a party becomes aware of or suspects a loss of, unauthorised access to, unauthorised use or disclosure of, or security breach affecting data provided under the Agreement (a **Data Incident**), that party must:

- Notify the other party in writing without undue delay, and in any event within 48 hours of becoming aware, with all details then known
- Cooperate with and comply with all reasonable directions of the other party regarding the Data Incident
- Promptly take all reasonable steps to rectify or remedy it

10.2 Notification to a Regulator

If a Data Incident constitutes an Eligible Data Breach under the Privacy Act, the parties must work together in good faith to determine whether notification to affected individuals or to the Office of the Australian Information Commissioner is required, and neither party's cooperation obligation delays a notification that Law requires it to make.

11. Third Party Content

The Products and Services may incorporate Third Party Content, including open source software, that Teralo does not

control and does not warrant as to accuracy, quality or reliability.

To the maximum extent permitted by Law, including the Australian Consumer Law, Teralo makes no representation or warranty regarding Third Party Content and disclaims liability for errors, defects and inaccuracies arising from it.

12. Operating Environment

Customer is responsible for establishing, providing or procuring, and maintaining, the Third Party Licences and the operating environment, facilities, equipment, telecommunications and internet connections necessary to use the Products and Services.

Customer must ensure its Operating Environment meets the minimum system requirements Teralo specifies. Teralo is not responsible for a failure of the Products and Services caused by an incompatible Operating Environment.

13. Force Majeure

If a party's performance is prevented or delayed by a Force Majeure Event, the Agreement continues but that party is not in breach and receives a reasonable extension of time. This clause does not apply to Customer's obligation to pay fees.

The affected party must promptly notify the other in writing of the nature of the event, the extent of the prevention or delay, and any material change, and must use reasonable endeavours to limit its effects and to resume performance.

14. Suspension

Teralo may suspend or modify Customer's access to the Products and Services, in whole or in part, to the minimum extent necessary to prevent or terminate unauthorised or unlawful use, to address an emergency security issue, or to comply with applicable Laws.

Where Teralo suspends access, it will use reasonable efforts to notify Customer of the suspension and its reasons as soon as practicable.

Teralo is not liable for loss, deletion or unavailability of Customer Material arising from a suspension, except to the extent the suspension was not permitted by this clause.

15. Termination

15.1 Termination for Cause

Either party may terminate the Agreement immediately by written notice if:

- The other party experiences an Insolvency Event
- The other party breaches a material provision that is incapable of remedy, or that is capable of remedy and is not remedied within 30 days of written notice requiring it
- The other party fails to comply with its obligations under clause 8 (Confidentiality and Publicity) or clause 9 (Privacy and Security)

Customer's rights to terminate for convenience, and the notice required, are set out in the applicable Schedule.

15.2 Upon Termination

On expiry or termination, Customer must promptly cease using the Products and Services and ensure its Authorised Users do the same, and must return or delete all Teralo Documentation and Confidential Information in its possession or control.

Clause 7.2 continues to apply, so Customer's right to export its data survives termination for 90 days.

Termination does not relieve either party of accrued liabilities, including outstanding fees. Where an Order Form exists, all Order Forms terminate when the Agreement terminates.

16. Warranties

Each party warrants that it has authority to enter into and perform its obligations under the Agreement, that the Agreement has been duly executed as a legal, valid and binding agreement, and that it will comply with applicable Laws at all times.

Each party warrants that it will not do anything, or make any statement, that could reasonably be expected to harm the other party's reputation.

17. Disclaimer

To the maximum extent permitted by Law, including the Australian Consumer Law, the Products and Services are made available "as is" and Teralo makes no representation, warranty or guarantee:

- That the Products and Services will operate with any other hardware, software, platform or Customer Material
- That they will meet Customer's requirements or expectations
- That they, or information extracted from them, will be accurate or free from defects, bugs, errors or omissions, or that Customer Material will not be lost or corrupted
- As to non-infringement, title, fitness for a particular purpose, functionality, availability or merchantability

Teralo uses reasonable endeavours to ensure the Products and Services are free of viruses and harmful components but cannot guarantee freedom from unknown ones.

Teralo is not liable for delays, interruptions and failures inherent in the use of the internet and electronic communications, or otherwise outside Teralo's reasonable control.

18. Indemnities

18.1 Customer Indemnity

Customer must defend, hold harmless and indemnify Teralo, its Related Bodies Corporate and their Personnel from Loss arising from or connected with:

- Customer's breach of clause 3 (Use of Products and Services), clause 8 (Confidentiality and Publicity) or clause 9 (Privacy and Security)
- A failure of the Products and Services linked to a deficiency in Customer's Operating Environment
- Any use or disclosure of Customer Material, including a claim that Customer Material infringes a person's Intellectual Property Rights or other rights, including privacy rights
- Use of the Products and Services by Customer and its Authorised Users
- Fraud, wilful misconduct or negligence by Customer or an Authorised User

18.2 Teralo Intellectual Property Indemnity

Teralo must defend Customer against any third-party claim that the Products and Services, as provided by Teralo and used in accordance with the Agreement, infringe that third party's

Intellectual Property Rights, and must indemnify Customer for Loss finally awarded against it or agreed in settlement of such a claim.

This indemnity does not apply to a claim arising from Customer Material, from modification of the Products and Services by anyone other than Teralo, from combination of the Products and Services with anything Teralo did not supply where the claim would not have arisen without that combination, or from use of the Products and Services other than in accordance with the Agreement.

If the Products and Services become, or Teralo reasonably believes they may become, the subject of such a claim, Teralo may at its own cost procure the right for Customer to continue using them, modify or replace them so they are non-infringing while remaining materially equivalent, or, where neither is reasonably available, terminate the Agreement on written notice and refund pre-paid fees for the unused portion of the Term.

Teralo's liability under this clause is subject to the cap in clause 19.1, and this clause states Customer's sole remedy for an Intellectual Property Rights infringement claim.

18.3 Conduct of Claims

A party seeking indemnity must notify the other promptly, must not admit liability or settle without the indemnifying party's consent, and must give the indemnifying party control of the defence and reasonable assistance at the indemnifying party's cost.

19. Limitation of Liability

19.1 Cap

To the maximum extent permitted by Law, including the Australian Consumer Law, and subject to clauses 19.2 and 19.3:

- Teralo's total aggregate liability for Loss, whether direct or indirect and however arising, does not exceed the total fees paid by Customer in the 12-month period immediately preceding the event giving rise to the claim
- Teralo's liability for a breach of the Australian Consumer Law is limited to resupply of the services or the cost of resupply
- Neither party is liable for Consequential Loss, except where it arises from a breach by Customer of clause 6 (Intellectual Property Rights), clause 8 (Confidentiality and Publicity) or clause 9 (Privacy and Security)

19.2 Insurance Exception

Clause 19.1 does not limit Teralo's liability to the extent Teralo is indemnified for that liability under an insurance policy it holds, or would have been indemnified had it diligently pursued the claim and complied with the policy terms.

19.3 Exclusions

Clause 19.1 does not apply to liability for death or personal injury caused by a party or its Personnel, or to fraud, including fraudulent misrepresentation.

20. Insurance

Teralo holds, and will maintain for the duration of the Agreement, the following insurance with reputable insurers:

- **Professional Indemnity:** A\$5,000,000 limit of indemnity
- **Public and Products Liability:** A\$10,000,000 limit of indemnity

Teralo does not currently hold Cyber Liability insurance. Teralo states this rather than omitting it, because vendor assessments in this sector increasingly ask, and an unanswered question is read as a worse answer than a clear one.

Teralo will provide certificates of currency on Customer's written request.

21. Assignment

Customer must not assign or novate any of its rights or obligations, directly or indirectly, without Teralo's prior written consent, which must not be unreasonably withheld or delayed.

Teralo may assign, novate or otherwise deal with its rights and obligations on written notice to Customer, provided this does not cause material detriment to Customer's rights. Where Customer's consent to a novation is required by Law, Customer must not unreasonably withhold or delay it.

22. Survival

Clause 4 (Fees, Payment and GST), clause 6 (Intellectual Property Rights), clause 7 (Data Retention and Return), clause 8 (Confidentiality and Publicity), clause 9 (Privacy and Security), clause 18 (Indemnities), clause 19 (Limitation of Liability) and any clause intended by its nature to survive, survive expiry or termination of the Agreement.

23. Notices

A notice, demand, consent or other communication under the Agreement must be in writing and signed by the sender or an authorised person, or sent by email stating the sender's full name and position.

It must be addressed and delivered by prepaid post, by hand, or by email to the address last notified. It is taken to be given when delivered, received or left at that address. Where delivery occurs on a day that is not a business day, or after 4pm local time, it is taken to be given at the start of the next business day.

24. Dispute Resolution

If a dispute arises, a nominated representative of each party must attempt in good faith to resolve it.

If it is unresolved after seven days, the dispute must be referred to a senior executive of each party. If it remains unresolved after a further 14 days, either party may pursue any lawful dispute resolution procedure or legal remedy.

Nothing in this clause prevents a party from seeking urgent injunctive relief.

25. Service Level

Teralo provides the Products and Services in accordance with the Service Level Agreement, which sets out the committed availability, the service credits payable if it is not met, and the support response targets that apply to Customer.

26. General

Each party must do all things and execute all documents reasonably necessary to give full effect to the Agreement.

The Agreement contains the entire agreement between the parties regarding its subject matter, and neither party has relied on any other representation in entering into it.

Each party is fully responsible to the other for any Loss suffered as a result of the acts or omissions of its subcontractors, contractors, assigns and employees, as if they were its own.

No failure to exercise, or delay in exercising, a right, power or remedy operates as a waiver. A single or partial exercise does not preclude a further exercise. A waiver is not binding unless in writing, and for these Master Terms electronic acceptance through the Web Platform constitutes written acceptance.

The parties' rights, powers and remedies are in addition to, and do not exclude or limit, any provided by law, equity or agreement.

A provision that is prohibited or unenforceable in a jurisdiction is ineffective to that extent without invalidating the remaining provisions or affecting its enforceability elsewhere.

Each party bears its own costs of negotiating, preparing and executing the Agreement.

The Agreement, and any related matter including a non-contractual one, is governed by the laws of New South Wales, without regard to conflict of laws provisions. Legal action must be brought exclusively in the federal or state courts of Sydney, New South Wales, to which the parties consent. The United Nations Convention on Contracts for the International Sale of Goods is excluded in its entirety.

27. Definitions and Interpretation

Acceptable Use Policy: Teralo's acceptable use policy at teralo.co/legal/acceptable-use, as amended from time to time.

Active Project: a project linked to Customer's organisation that is not archived and whose status is not complete, closed or archived.

Agreement: these Master Terms, the applicable Schedule, any Order Form and Special Conditions, and the policies incorporated by reference.

Authorised Purpose: use of the Products and Services for Customer's internal business purposes in connection with its construction projects.

Authorised User: a person Customer designates to access the Products and Services under clause 3.3.

Confidential Information: information disclosed by one party to the other that is by its nature confidential, is designated as confidential, or that the receiving party knows or ought reasonably to know is confidential. It does not include information that is or becomes public other than through a breach of the Agreement.

Consequential Loss: loss of profit, revenue, anticipated savings, business opportunity, goodwill or reputation, and any indirect or consequential loss.

Customer Material: all data, documents and other material that Customer or an Authorised User uploads to, creates in, or submits through the Products and Services.

Developed Intellectual Property: Intellectual Property Rights created in the course of providing, or arising from the use of, the Products and Services, excluding Customer Material.

Documentation: the user documentation Teralo makes available for the Products and Services.

Enriched Material: material generated by the Products and Services from Customer Material.

Force Majeure Event: an event beyond a party's reasonable control, including an act of God, fire, flood, epidemic,

pandemic, war, terrorism, civil disturbance, industrial action affecting a third party, and a failure of a utility or telecommunications provider.

Guest organisation: an organisation that can be added to projects hosted by other organisations but cannot create or host projects of its own.

Host organisation: an organisation that can create and host projects.

Insolvency Event: the appointment of an administrator, receiver, liquidator or provisional liquidator, an assignment for the benefit of creditors, or any analogous event.

Intellectual Property Rights: all present and future rights in copyright, trade marks, designs, patents, circuit layouts, trade secrets, know-how and confidential information, whether registered or unregistered.

Law: any applicable statute, regulation, by-law, ordinance, subordinate legislation, common law and equity.

Loss: any loss, damage, cost, charge, expense, liability, claim, action, proceeding, demand or penalty.

Operating Environment: the hardware, software, network and other facilities Customer uses to access the Products and Services.

Order Form: a document executed by both parties setting out the commercial terms of Customer's subscription, which incorporates Schedule B.

Personal Information: has the meaning given in the Privacy Act 1988 (Cth).

Personnel: a party's officers, employees, agents and contractors.

Pricing Page: teralo.co/pricing, as amended from time to time.

Privacy Laws: the Privacy Act 1988 (Cth) and any other applicable law relating to the handling of Personal Information.

Products and Services: the Teralo software platform and the services Teralo provides through it.

Related Bodies Corporate: has the meaning given in the Corporations Act 2001 (Cth).

Schedule: Schedule A (Self-Serve) or Schedule B (Enterprise), whichever applies to Customer.

Special Conditions: terms recorded in an Order Form as varying the Agreement for that Customer.

Term: the period during which Customer is entitled to access the Products and Services, as determined by the applicable Schedule.

Third Party Content: content, software or services supplied by a third party and incorporated in or made available through the Products and Services.

Third Party Licence: a licence Customer requires from a third party in order to use the Products and Services or its Operating Environment.

Updates: has the meaning given in clause 5.

Web Platform: the Teralo application, accessible at app.teralo.co.

Interpretation

A reference to the singular includes the plural and the reverse. A reference to a person includes a body corporate. Headings are for convenience and do not affect interpretation. The word "including" is not a word of limitation. A reference to a statute includes any amendment or replacement of it. Where a word is defined, its other grammatical forms have a corresponding meaning. No rule of construction applies to the disadvantage of a party because that party drafted a provision.

Contact

For questions about these Master Terms, please contact us at support@teralo.co.