



AGREEMENT

Terms of Service

The terms governing access to and use of the SiteVector platform

Every Project Speaks the Same Language

SiteVector · ABN 34 124 561 993 · Victoria, Australia
info@sitevector.com.au

Version 2.0 · Last updated: 25 July 2026

Terms of Service

SiteVector (ABN 34 124 561 993), a sole trader registered in Victoria, Australia

1. About These Terms

These Terms of Service govern your access to and use of the SiteVector platform, operated by SiteVector (ABN 34 124 561 993), a sole trader registered in Victoria, Australia ("SiteVector", "we", "us", "our").

By creating an account or accessing the platform, you agree to be bound by these Terms. If you are accepting on behalf of an organisation, you represent that you have authority to bind that organisation.

These Terms apply to all users of the platform, including project managers, site managers, contract administrators, gate operators, and single-user licence holders.

2. The Platform

SiteVector is a field operations and record-keeping platform for construction projects. It captures operational data as work happens, produces a daily project record, and seals that record so it can later be shown to be unchanged.

SiteVector records and presents data. It does not make decisions on behalf of users. All decisions made on the basis of data presented through the platform are made independently by the user or their organisation.

SiteVector is a record-keeping tool, not a legal service. Nothing in the platform or its outputs constitutes legal, contractual or claims advice. Whether a record satisfies a particular contractual or statutory requirement is a matter for you and your professional advisers.

3. Accounts, Access and Access Types

3.1 Account creation

Access is granted by invitation or by a join code issued by the project administrator. Single-user products are activated directly by the registered user and do not use join codes. You are responsible for keeping your login credentials confidential and for all activity occurring under your account.

3.2 Acceptable use

You agree not to:

- Use the platform for any unlawful purpose
- Attempt to gain unauthorised access to any part of the platform or its infrastructure
- Scrape, copy or systematically extract data from the platform
- Resell, sublicense or otherwise transfer access to any third party
- Introduce malicious code or other harmful material
- Use the platform in any way that could damage, disable or impair its operation
- Enter data you know to be false, or misrepresent what occurred on site
- Use the platform for any purpose other than the management and recording of construction project operations

The evidential value of a sealed record depends entirely on the honesty of what is entered. Sealing proves a record has not been altered since it was locked. It does not, and cannot, verify that the entries were true when made. Deliberately entering false information is a breach of these Terms.

3.3 Licensed access

Paid access to the platform is provided as follows:

Access type	Who it covers	Access period
Commercial and Civil project tiers	The complete project team	The tier period purchased (see Section 4), followed by six months read-only access
Residential licence	One registered user	12 months, followed by six months read-only access

Following any read-only period, project data is archived and access is removed. Data is retained in accordance with our Privacy Policy.

3.4 Evaluation access

Where we grant evaluation access under Section 4.3, it takes one of the following forms. Both are available in respect of Commercial, Civil and Residential projects.

Form	Who it covers	Access period
60 day trial	For Commercial and Civil, the project team. For Residential, one registered user	60 days, after which access ends unless a licence is purchased
7 Day Showcase	One registered user, in all cases	7 days full access, then 7 days read-only, after which access ends

Evaluation access is granted at our discretion and is not offered for sale. The read-only period described in Section 3.3 does not apply to evaluation access, which ends as set out above.

4. Fees and Payment

4.1 Pricing

Fees for Commercial and Civil projects are charged per project, based on project duration, and cover your complete project team. Fees for Residential are charged per single-user licence.

Access type	Period	Fee (AUD)
Short project	0 to 6 months	\$999.00
Medium project	6 to 18 months	\$1,999.00
Long project	18 to 36 months	\$2,999.00
Major project	36 months and over	\$4,999.00
Residential licence (single user)	12 months	\$999.00
Project extension	Per month	\$250.00

Prices are in Australian dollars and are exclusive of GST unless otherwise stated. Extensions are available for any access type.

4.2 Payment

Payment is made via a Stripe payment link issued by SiteVector, or in person by arrangement. Payment is due at the time of project activation. Where access has lapsed, payment reactivates the platform from the point of payment. Card details are handled by Stripe and are never received or stored by SiteVector.

4.3 Evaluation access

We may, entirely at our discretion, grant evaluation access in the form of a trial or Showcase account. Evaluation access is not a product offered for sale and nothing in these Terms entitles any person or organisation to it.

Where we grant evaluation access:

- It is provided free of charge and carries no obligation to purchase
- It is ordinarily limited to one per organisation
- We may decline, vary, shorten or withdraw it at any time
- It ends automatically at the conclusion of the stated period, without notice being required
- These Terms, the End User Licence Agreement and our Privacy Policy apply in full for its duration

Records created during evaluation access remain available to you if you subsequently purchase access.

4.4 Refunds

We do not provide refunds for a change of mind, for access you have chosen not to use, or where a project completes earlier than expected. Access is priced for the period granted rather than for actual usage.

This does not affect the rights you have where the platform fails to meet a consumer guarantee under the Australian Consumer Law. Those guarantees cannot be excluded. If the platform is not supplied with due care and skill, is not reasonably fit for the purpose we have described, or does not match its description, you are entitled to a remedy, and where the failure is major that may include a refund. Nothing in these Terms limits Section 10.5.

4.5 Changes to pricing

We may change our published pricing from time to time. Because fees are paid in full at the point a project or licence is activated, a price change never affects an access period you have already paid for.

Where a change would affect a renewal or extension you are expecting, we will give you at least **30 days written notice** before the new price applies to you. You are under no obligation to renew or extend at the new price.

5. Records, Sealing and Verification

5.1 Daily lock and sealing

At the end of each day the day's record is locked and cryptographically sealed. If a day is not locked manually, the platform locks and seals it automatically overnight. Once locked, entries for that day cannot be edited by ordinary users.

5.2 Unlocking and amendments

A locked day may be unlocked by the project's admin-seat holder, an organisation administrator or the platform administrator where a correction is genuinely required. Every unlock is permanently recorded with the user, the time and a mandatory reason, and the record is re-sealed. Unlock and re-seal counts are visible on verification.

5.3 Public verification

Each sealed Day Record carries a fingerprint and QR code. Anyone you provide a record to can verify it through our public verification page without logging in. Verification discloses only whether the record is intact, the project name, the record and sealing dates, and unlock and re-seal counts. It never discloses the contents of a record.

By using the platform you acknowledge that, where you share a sealed record with a third party, that party will be able to verify it as described above. If you delete your data, later verification attempts on a shared fingerprint will return no result.

5.4 Availability of records

You may export your records at any time while you have access, in Excel, Word or PDF format, including bulk export of Day Records over a date range. We recommend exporting and retaining your own copies of any records you may need after your access period ends.

6. Your Obligations and Warranties

Including personal information about people who are not our users

6.1 Accurate and honest records

You warrant that data you enter is, to the best of your knowledge, an accurate account of what occurred on site. You must not enter information you know or suspect to be false, backdate entries other than through the platform's retrospective entry feature, or use the platform to construct a misleading record.

6.2 Personal information about other people

The platform necessarily records personal information about individuals who are not our users, including the names of your site personnel and the names, performance and reliability data of your subcontractors and suppliers.

You warrant and agree that:

- You have the authority to enter that information into the platform
- You have given those individuals any collection notice or privacy notice required of you, and obtained any consent required of you, in relation to their personal information being recorded in a third party system
- Where photographs contain images of individuals, you have the permissions necessary to capture, upload and retain those images, and those individuals have been made aware of that use
- You will not enter information about an individual that is defamatory, or that is sensitive information within the meaning of the Privacy Act 1988 (Cth), including health information, unless you are lawfully entitled to do so
- You will deal with any request, complaint or enquiry from those individuals about your records in the first instance, as the party that collected the information

As between you and SiteVector, you decide what personal information about your personnel, subcontractors and suppliers is entered, and for what purpose. SiteVector stores and processes it on your behalf in order to provide the platform. Obligations owed to those individuals in relation to the collection of their information rest with you.

6.3 Credentials, users and access

You are responsible for keeping credentials confidential, for the acts and omissions of users you invite or permit to access your projects, and for ensuring those users comply with these Terms. You must notify us promptly at info@sitevector.com.au if you become aware of unauthorised access to your account or projects.

6.4 Your own copies

You are responsible for exporting and retaining your own copies of any records you may need after your access period ends, and we will remind you before access ends.

We are not obliged to restore or reproduce records once access has been removed. However, where the data is still held in archive, we will use reasonable efforts to assist you in retrieving it on request, and we may charge a reasonable fee for doing so.

7. Indemnity

You indemnify SiteVector against reasonable loss, damage, liability, costs and expenses (including reasonable legal costs) that we directly incur as a result of a **claim made against us by a third party**, where that claim arises from:

- Personal information, photographs or other content you entered into the platform, including a claim that you did not have the authority, consent or permissions warranted in Section 6.2
- An allegation that content you entered is inaccurate, misleading or defamatory
- Your use of the platform in breach of any law

This indemnity is limited as follows:

- It applies only to third party claims. It does not make you liable for our own losses, lost profits or business interruption
- It is reduced proportionately to the extent that our act, omission, negligence or breach contributed to the loss
- It does not apply where the claim arises from our failure to keep your data secure, or from any other breach of these Terms by us
- We must notify you promptly of any claim, take reasonable steps to mitigate the loss, and not settle a claim without your consent
- You are entitled to conduct the defence of the claim at your cost, and we will provide reasonable assistance

Nothing in this Section requires you to indemnify us for anything we are not permitted at law to be indemnified for.

8. Confidentiality

We treat your project data as confidential. We will not disclose it to any third party except as described in our Privacy Policy, as necessary to provide the platform, with your consent, or where required by law.

You must treat as confidential any non-public information about the platform that you learn through your use of it, including its internal structure, unreleased functionality, and any pricing offered to you that is not published.

Neither party is required to keep confidential information that is public, was already known to it, or is independently developed without reference to the other party's confidential information.

9. Intellectual Property

9.1 The platform

SiteVector owns all intellectual property rights in the platform, including its design, codebase, methodology, classifications, algorithms and visual presentation. Nothing in these Terms transfers any intellectual property rights to you.

9.2 Your data

You and your organisation retain ownership of all data you enter, including task records, delivery records, project details and photographs. You grant SiteVector a limited, non-exclusive licence to store, process and present that data for the purpose of providing the platform.

9.3 Aggregated data

SiteVector may use anonymised and aggregated data derived from platform usage for product improvement, platform analytics and industry benchmarking. This data does not identify you, your organisation, your project or any individual. This licence is perpetual and survives termination of your access. Data from trials and Showcase accounts is excluded from the aggregated benchmarking data set.

10. Disclaimers and Limitation of Liability

10.1 Data accuracy

SiteVector presents data as entered by users. We do not verify the accuracy of data entered and make no representations about its completeness or fitness for any particular purpose.

10.2 Decisions and outcomes

SiteVector is a data recording and presentation tool. All decisions made by users or their organisations on the basis of data shown in the platform are made independently. We accept no liability for decisions made, actions taken, or outcomes arising from use of that data, including the outcome of any claim, adjudication, dispute or proceeding in which a record is relied upon.

10.3 Service availability

We aim to maintain availability but do not guarantee uninterrupted access. Scheduled and unscheduled maintenance, third party infrastructure failures and events outside our control may result in temporary unavailability.

10.4 Limitation of liability

Subject to Section 10.5, and to the maximum extent permitted by law, SiteVector's total liability to you for any claim arising out of or in connection with these Terms or the platform is limited to the total fees paid by you in the twelve months preceding the claim. We are not liable for any indirect, consequential, special or incidental loss, including loss of profit or loss of business opportunity.

This limitation does not apply to, and we do not seek to limit, our liability for fraud, for wilful misconduct, or for death or personal injury caused by our negligence.

We set this limit because the platform is priced at a level that does not allow us to carry the commercial risk of your project, and because the records you create are entered and controlled by you. It is not intended to relieve us of responsibility for our own serious failures, and it does not affect the consumer guarantees described in Section 10.5.

10.5 Australian Consumer Law

Nothing in these Terms excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by the Australian Consumer Law that cannot be excluded, restricted or modified. Because our services are supplied at a price under \$100,000, you may have the benefit of the consumer guarantees even where you acquire them for business purposes.

Where we are permitted to limit our liability for a failure to comply with a consumer guarantee, our liability is limited, at our election, to supplying the services again or paying the cost of having them supplied again.

11. Suspension and Termination

We may suspend or terminate your access where you materially breach these Terms, where fees remain unpaid, or where your use poses a genuine risk to the platform, to other users, or to the integrity of records held in it.

Except where the breach or risk requires immediate action to protect the platform, other users or record integrity, we will first give you written notice describing the problem and a reasonable opportunity of at least **7 days** to remedy it. Where we suspend access immediately, we will notify you promptly and explain why.

If we terminate your access for a reason other than your breach, we will refund the unused portion of any prepaid fees on a pro rata basis.

You may stop using the platform at any time. Before your access ends, you may export your records as described in Section 5.4, and we will keep your data accessible for that purpose for a reasonable period.

On termination, your right to access the platform ends. Sections relating to intellectual property, aggregated data, confidentiality, disclaimers, indemnity and limitation of liability survive termination.

12. Data and Privacy

Your use of the platform is also governed by our Privacy Policy, which is incorporated into these Terms by reference and describes what we collect, where it is stored, which third party services we use and how long data is retained. By using the platform you consent to the collection, storage and processing of data as described in that Policy.

13. General

13.1 Changes to these Terms

We may update these Terms from time to time, for example to reflect new functionality or a change in the law.

A change that materially disadvantages you **will not be applied to an access period you have already paid for**. It will instead take effect when you next purchase, renew or extend access, so you can decide with the new terms in front of you.

Where we must make a change that applies during a current access period, because the law requires it or because it is needed to keep the platform secure, we will give you at least **30 days written notice**. If that change materially

disadvantages you, you may terminate within that notice period and we will refund the unused portion of your prepaid fees on a pro rata basis.

Changes that do not materially disadvantage you, such as clarifications or new optional features, take effect on the date stated in the updated document. We will notify active users of material changes by email or through the platform.

13.2 Governing law

These Terms are governed by the laws of Victoria, Australia. You submit to the non-exclusive jurisdiction of the courts of Victoria.

13.3 Entire agreement and severance

These Terms, together with the Privacy Policy, Cookie Policy and End User Licence Agreement, form the entire agreement between you and SiteVector in relation to the platform. If any provision is found unenforceable, the remaining provisions continue in force.

13.4 Dispute resolution

If a dispute arises, both parties agree to first attempt to resolve it in good faith by discussion, and to give the other party written notice of the dispute and a reasonable opportunity to remedy it, before commencing proceedings. Nothing in this clause prevents either party from seeking urgent injunctive relief.

13.5 Force majeure

Neither party is liable for a failure or delay in performing its obligations caused by an event beyond its reasonable control, including natural disaster, epidemic, industrial action, war, and failure of telecommunications or third party infrastructure. This clause does not excuse an obligation to pay fees already due.

13.6 Assignment

You may not assign or transfer your rights under these Terms without our written consent. We may assign or novate these Terms in connection with a sale or restructure of the business, provided your rights are not materially reduced.

13.7 Notices

Notices to SiteVector must be sent to info@sitevector.com.au. Notices to you may be sent to the email address registered on your account, or given through the platform, and are taken to be received on the day sent unless we are notified of a delivery failure.

13.8 Waiver

A failure or delay by either party in enforcing a provision of these Terms is not a waiver of that provision or of any other right.

13.9 Feedback

If you give us feedback, suggestions or ideas about the platform, we may use them without restriction or obligation to you. You retain no rights in the platform as a result of doing so.

13.10 Use of your name

We will not identify you or your organisation as a SiteVector customer in any public marketing material, case study or reference without your prior written consent.

13.11 Relationship

These Terms do not create a partnership, joint venture, employment or agency relationship between the parties.

Contact

Entity SiteVector, ABN 34 124 561 993, a sole trader registered in Victoria, Australia

Enquiries info@sitevector.com.au