



CANDOO CULTURE - SAAS TERMS OF SERVICE

Version 2026.1 - Effective Date: 24/04/2026

1. Agreement Overview

These Terms of Service ("Terms") form a binding agreement between Candoo Culture PTY LTD ("Candoo Culture", "we", "us", or "our") and the organisation subscribing to our services ("Client", "you").

These Terms govern access to and use of our software-as-a-service platform, reports, analytics tools, onboarding services, and related offerings ("Services"). The Services combine software access with structured diagnostic reporting and organisational insight delivery. Levels of human involvement may vary depending on the Client's selected service tier.

These Terms operate alongside our End User Licence Agreement (EULA) and Privacy Policy. In the event of inconsistency, these Terms apply to commercial service delivery and organisational use.

Services may be provided globally, including to Clients located in Australia and the United Arab Emirates.

2. SaaS Terms of Service - Secondary Location (Commercial Protection)

Candoo Culture provides a structured diagnostic and organisational insight service supported by software tools, reporting methodologies, and analytics designed to assess cultural alignment, behavioural performance, organisational friction, and workforce insight metrics.

The Services are delivered under a subscription arrangement and onboarding configuration agreed between Candoo Culture and the Client. Depending on the agreed service tier, delivery may include automated diagnostic reporting, structured executive briefings, and/or additional human review, advisory input, or strategic involvement.

Access to the Services is provided for the Client's internal organisational purposes only. The Client is responsible for ensuring that all authorised users access and use the Services in accordance with these Terms, the Privacy Policy, and all applicable laws and workplace obligations during the term of this agreement.

3. Account Setup and Onboarding

Candoo Culture configures organisational access based on Client-provided information, which may include:

- Admin and tiered user accounts
- Access to reporting, dashboards, or executive briefings aligned to the selected service tier
- Optional onboarding and implementation support

The Client is responsible for ensuring data provided for account setup is accurate and lawfully obtained.



4. Licence and Acceptable Use

The Client receives a limited, non-exclusive, non-transferable licence to access and use the Services for internal business purposes only.

The Client must not:

- Resell, sublicense, redistribute, or commercially exploit the platform or outputs
- Reverse engineer, copy, or replicate platform features or methodologies
- Use the Services in a manner that breaches applicable law or infringes third-party rights

All intellectual property, including custom analytics frameworks and reporting methodologies, remains the property of Candoo Culture PTY LTD.

5. Term, Renewal, and Termination

Access is provided on a subscription basis unless otherwise agreed in writing.

The Client may cancel the subscription with sixty (60) days' written notice.

Candoo Culture may suspend or terminate access where:

- A material breach occurs
- Unlawful or harmful conduct is identified
- Platform integrity or security is at risk

Fees remain payable during any notice period. Nothing in this clause limits rights that cannot be excluded under applicable law.

6. Fees and Invoicing

Unless otherwise agreed:

- Services are invoiced monthly in AUD
- Payment terms are fourteen (14) days from invoice date

Subscriptions include a base licence covering committed seats as agreed at onboarding.

Additional registered users beyond committed seats may incur per-user fees as specified in the commercial agreement.

A registered user is defined as any active account enabled within the platform, regardless of login or survey activity.

Custom services, including recruitment profiles, leadership reports, or advisory engagements, may be billed separately.

Certain service tiers may be delivered primarily through diagnostic reporting or executive briefings rather than continuous platform usage.



7. Data Processing and Ownership

Use of the Services involves the processing of organisational and individual data in accordance with the Privacy Policy.

Candoo Culture retains ownership of platform methodologies, analytics models, aggregated insights, and de-identified datasets.

The Client retains ownership of its organisational data and user-provided information, subject to the licence granted to Candoo Culture to process such data for service delivery, analytics, product improvement, and lawful business purposes.

Where services are delivered in or to the United Arab Emirates, data processing is conducted in accordance with UAE Federal Decree-Law No.45 of 2021 on Personal Data Protection.

8. Data Portability and Access

Clients may access reports through the platform dashboard, executive briefings, or other agreed delivery formats.

Upon written request, structured data exports may be provided within a reasonable timeframe, subject to security review, legal obligations, and technical feasibility.

9. Support and Availability

Candoo Culture provides reasonable efforts to maintain platform availability and performance.

Support is provided via email during standard business hours (AEST), unless otherwise agreed.

Response times are targets only and do not constitute service-level guarantees.

10. Confidentiality and Use Restrictions

The Client must treat platform outputs, analytics, and reports as confidential organisational information.

The Client must not:

- Rebrand, white-label, or resell platform outputs
- Use reports in a manner intended to harm, discriminate against, or unfairly disadvantage individuals



11. Disclaimers

The Services may generate analytical or AI-assisted insights intended to support organisational understanding. These outputs are informational tools only and do not constitute automated decision-making. Candoo Culture does not make employment, disciplinary, legal, or operational decisions on behalf of Clients or their users.

The Client remains solely responsible for interpreting insights and ensuring any actions taken comply with applicable laws, workplace obligations, and organisational policies.

The Services provide behavioural and organisational insights for informational purposes only.

Outputs are interpretive tools and do not constitute medical, psychological, legal, or employment advice.

The Client acknowledges that organisational leaders or authorised representatives determine how insights are interpreted or applied within their workplace.

Nothing in these Terms excludes rights that cannot be excluded under applicable law.

12. Limitation of Liability

To the maximum extent permitted by law:

- Candoo Culture is not liable for indirect, incidental, or consequential damages
- Total aggregate liability is limited to the fees paid by the Client in the preceding twelve (12) months

13. Cross-Border Services

The Services operate globally. By using the Services, the Client acknowledges that data may be processed in jurisdictions outside its country of operation, subject to appropriate safeguards.

14. Governing Law and Jurisdiction

These Terms are governed by the laws of New South Wales, Australia.

Nothing in this clause prevents mandatory rights or protections provided under applicable laws in the United Arab Emirates or other jurisdictions where services are provided.

15. Contact

Candoo Culture PTY LTD

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