



# PLATFORM TERMS & CONDITIONS

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## Platform use, intellectual property and data

Global Psychosocial Safety Network Pty Ltd  
trading as Humn IQ®  
Suite 44, Marnirni-apinhi Building, Lot Fourteen, North Terrace, Adelaide SA 5000

HIQ-LGL-002 | Version 1.1

**Commercial in Confidence**

## 1. Introduction

1.1 These Platform Terms & Conditions (**Terms**) govern access to and use of the Humn IQ® platform, including any associated websites, applications, software, surveys, dashboards, reports, benchmarking services, application programming interfaces (APIs), support services and related products (**Platform**) provided by Global Psychosocial Safety Network Pty Ltd (trading as Humn IQ®) (**Humn**).

1.2 By accessing or using the Platform, the Customer and each Authorised User agrees to be bound by these Terms. Where a person uses the Platform on behalf of an organisation, that person represents that they are authorised to accept these Terms on behalf of the organisation.

1.3 These Terms form part of the Contract and are to be read together with the Platform Subscription Agreement, the Privacy Policy and the other Contract Documents. Where there is any inconsistency between these Terms and another Contract Document, the order of precedence in clause 1.4 of the Platform Subscription Agreement applies.

1.4 Definitions and general provisions (including governing law, notices, assignment, waiver and severability) that are set out in the Platform Subscription Agreement apply to these Terms and are not repeated here. Commercial terms (fees and payment, subscription term, renewal, termination, warranties, confidentiality, force majeure and dispute resolution) are dealt with in the Platform Subscription Agreement.

## 2. About Humn IQ®

2.1 Humn IQ® is a cloud-based psychosocial risk intelligence platform. It assists organisations to identify psychosocial hazards, collect consultation information, understand and monitor workplace risk, generate reports and dashboards, benchmark results against de-identified datasets, and support risk-management activities.

2.2 The Platform provides decision-support tools only. It does not replace competent professional, legal, clinical or psychological advice, does not make employment decisions, and does not guarantee compliance with legislation or any particular organisational outcome. The Customer remains responsible for decisions regarding work health and safety, employment, organisational governance and legal compliance.

## 3. Definitions

Unless the context requires otherwise, in the Contract:

**Acceptable Use requirements** means any acceptable-use requirements published by Humn from time to time.

**Authorised User** means an individual authorised by the Customer to access or use the Platform.

**Benchmark Data** means aggregated and appropriately de-identified information derived from Customer Data and Survey Data that does not reasonably identify an individual or a participating organisation.

**Confidential Information** means information disclosed by one Party to the other that is identified as confidential or that would reasonably be understood to be confidential by its nature, including Customer Data, business strategies, pricing, software, technical and security information, product roadmaps and implementation materials. It does not include information that: (a) is or becomes public through no breach of the Contract; (b) was lawfully known before disclosure; (c) is independently developed without reference to the Confidential Information; or (d) must be disclosed by law.

**Customer** means the legal entity that subscribes to the Platform, as identified in the Order Form.

**Customer Data** means all information submitted to the Platform by or on behalf of the Customer, including Survey Data, organisational information, uploaded documents, configuration settings, risk registers, action plans and other content.

**Documentation** means the user guides, manuals and help resources provided by Humn.

**Humn Intellectual Property** means all Intellectual Property rights relating to the Platform, including software, source code, algorithms, methodologies, scoring and benchmark models, reports, Documentation, trademarks, designs and other proprietary materials developed by Humn.

**Intellectual Property** means all intellectual property rights, including copyright, trademarks, designs, patents, know-how and rights in confidential information.

**Order Form** means the ordering document (including any proposal or quotation) accepted by both Parties, and includes the Commercial Schedule.

**Personal Information, Sensitive Information** and other data terms have the meaning given in the Privacy Policy.

**Platform Data** means operational information generated through the operation and use of the Platform, including audit logs, diagnostics, system events, usage statistics and security information.

**Respondent** means an individual completing a survey through the Platform.

**Subscription** means the Customer's right to access and use the Platform during the Subscription Term.

**Survey Data** means information collected through assessments, surveys or questionnaires administered using the Platform.

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## 4. Eligibility

4.1 To use the Platform an Authorised User must be at least 18 years of age, have authority to accept these Terms (where acting for an organisation), provide accurate registration information, keep account information current, and comply with these Terms and applicable law.

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## 5. Subscription and access

5.1 Subject to the Platform Subscription Agreement, Humn grants the Customer a limited, non-exclusive, non-transferable and revocable licence to access and use the Platform during the Subscription Term for the Customer's internal business purposes.

5.2 The Subscription does not transfer ownership of the Platform or any Humn Intellectual Property.

5.3 The Customer may permit access only to Authorised Users and is responsible for ensuring that Authorised Users comply with these Terms.

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## 6. Customer responsibilities and authorised users

6.1 The Customer is responsible for:

- (a) maintaining the confidentiality of account credentials;
- (b) ensuring only Authorised Users access the Platform, and creating accounts only for individuals who require access for legitimate business purposes;
- (c) promptly disabling access for users who no longer require it;
- (d) configuring surveys appropriately;

- (e) obtaining any notices, authorisations or consents required by law;
- (f) ensuring information uploaded to the Platform is lawful and accurate to the best of its knowledge;
- (g) complying with applicable privacy and work health and safety legislation;
- (h) reviewing reports before relying on them for organisational decisions; and
- (i) implementing appropriate risk-management actions.

6.2 The Customer remains responsible for all activities undertaken through accounts created under its Subscription.

6.3 The Customer acknowledges that effective psychosocial risk management requires consultation, professional judgement and organisational decision-making in addition to the information generated by the Platform.

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## 7. Acceptable use

7.1 The Customer and all Authorised Users must use the Platform responsibly and only for lawful business purposes. The Customer must not, and must ensure that Authorised Users do not:

- (a) use the Platform in any manner that is unlawful, fraudulent or misleading;
- (b) interfere with or disrupt the operation or security of the Platform;
- (c) introduce malicious software, viruses, ransomware or other harmful code;
- (d) attempt to gain unauthorised access to the Platform, customer accounts or underlying infrastructure;
- (e) reverse engineer, decompile or disassemble the Platform, except to the extent permitted by law;
- (f) copy, reproduce or commercially exploit the Platform except as expressly permitted under these Terms;
- (g) use automated tools to scrape, harvest or extract information from the Platform without Humn's prior written consent;
- (h) bypass technical limitations, authentication controls or security measures;
- (i) use the Platform to infringe the Intellectual Property or privacy rights of any person;
- (j) knowingly upload inaccurate, misleading or unlawful information, or content that is defamatory, discriminatory or offensive; or
- (k) use the Platform in a manner that could adversely affect other customers or the integrity of the Platform.

7.2 Humn may suspend or restrict access where it reasonably believes these Terms have been breached or where continued access presents a security, legal or operational risk, in accordance with clause 12.

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## 8. Customer Data

8.1 The Customer retains ownership of all Customer Data. Nothing in these Terms transfers ownership of Customer Data to Humn.

8.2 The Customer grants Humn a non-exclusive, worldwide, royalty-free licence to host, store, process, reproduce and use Customer Data only to the extent reasonably necessary to:

- (a) provide the Platform and associated services;
- (b) administer customer accounts;
- (c) generate reports and dashboards;
- (d) provide implementation, support and customer success services;
- (e) maintain and improve Platform functionality;
- (f) meet legal and contractual obligations; and

(g) undertake activities authorised under the Privacy Policy.

8.3 Humn will not use Customer Data for purposes unrelated to providing or improving the Platform except where authorised by the Customer or required by law. Humn's handling of Personal Information within Customer Data is governed by the Privacy Policy.

**8.4 Information security and data protection.** Humn maintains administrative, technical and organisational security controls to protect Customer Data, including encryption in transit and at rest, access controls, delegated identity, and secure cloud hosting on Amazon Web Services with production Customer Data hosted in Australia (the AWS Asia Pacific (Sydney) region). The AWS infrastructure holds independent SOC 2 and ISO/IEC 27001 certifications. Humn's full information security controls and framework alignment are set out in the Information Security Schedule (Schedule 3), and its data-collection, use, retention, disclosure and data-breach commitments are set out in the Privacy Policy.

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## 9. Benchmark Data

9.1 The Customer acknowledges that benchmarking is a core capability of the Platform and that Humn may create Benchmark Data derived from Customer Data and Survey Data.

9.2 Benchmark Data consists only of information that has been aggregated and appropriately de-identified so that individuals and participating organisations are not reasonably identifiable.

9.3 Humn may use Benchmark Data to develop industry benchmarks, improve reporting and analytical methodologies, identify emerging workplace trends, validate analytical models, improve Platform functionality, undertake research and publish industry insights.

9.4 Humn will not identify a Customer, Respondent or individual in any published benchmark report or research without the relevant Customer's prior written consent. Benchmark Data, and Humn's benchmark methodologies, remain the property of Humn. The privacy treatment of de-identified and aggregated information is set out in the Privacy Policy.

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## 10. Platform Data

10.1 Humn collects Platform Data as part of operating and maintaining the Platform. Platform Data may include login history, audit logs, system events, diagnostic information, browser and device information, usage statistics, security events and performance metrics.

10.2 Platform Data assists Humn to maintain security, improve performance, investigate incidents, detect fraud, support customers and comply with legal obligations. Platform Data remains the property of Humn.

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## 11. Intellectual property

11.1 The Platform, including all associated software, algorithms, methodologies, Documentation, reports, benchmark methodologies, graphics, designs, databases, trademarks and other Intellectual Property, is owned by Humn or its licensors. Except as expressly provided in the Contract, no ownership rights are transferred to the Customer.

11.2 The Customer must not: remove proprietary notices; copy or distribute the Platform; create derivative works based on the Platform; use Humn trademarks without written permission; or represent Humn Intellectual Property as its own.

11.3 Any feedback, enhancement suggestions or recommendations provided by the Customer may be used by Humn to improve the Platform without payment or attribution, provided that doing so does not disclose the Customer's Confidential Information.

11.4 Intellectual property created specifically for the Customer as part of Professional Services is dealt with in the Platform Subscription Agreement and any applicable Statement of Work.

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## 12. Availability, suspension and support

**12.1 Availability.** Humn aims to provide a reliable and secure Platform but does not guarantee uninterrupted availability. The Platform may be temporarily unavailable due to scheduled or emergency maintenance, software updates, security incidents, telecommunications or third-party failures, or events beyond Humn's reasonable control. Availability targets and planned-maintenance notice are set out in the Service Level Schedule (Schedule 2).

**12.2 Suspension.** Humn may suspend access to all or part of the Platform where reasonably necessary to protect the security or integrity of the Platform, investigate suspected misuse, comply with law or a regulatory direction, undertake emergency maintenance, prevent harm to other customers, or address non-payment following reasonable notice. Where practicable, Humn will give advance notice and will restore access as soon as reasonably possible. Suspension does not affect the Customer's obligation to pay fees that have already fallen due.

**12.3 Support.** During an active Subscription, Humn will provide technical support in accordance with the Service Level Schedule and the support level specified in the Commercial Schedule. Support does not include customised consulting, organisational change management, legal advice, workplace investigations, or psychosocial risk assessments outside the functionality of the Platform. Professional Services may be purchased separately.

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## 13. Changes to the Platform

13.1 Humn continually develops and improves the Platform and may introduce new functionality, modify existing features, improve reporting methodologies, enhance security, update user interfaces and retire obsolete functionality.

13.2 Humn will use reasonable efforts to ensure that updates do not materially reduce the core functionality purchased by the Customer during the Subscription Term. Where a change is reasonably likely to have a material adverse impact on the Customer, Humn will provide reasonable notice where practicable.

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## 14. Platform outputs and professional judgement

14.1 The Customer acknowledges that the Platform analyses information supplied by the Customer to generate reports, dashboards, benchmark comparisons and other analytical outputs, using Humn's proprietary methodologies and algorithms based on the information available within the Platform at the relevant time.

14.2 Accordingly, the Customer acknowledges that:

- (a) Platform outputs depend on the quality, accuracy, completeness and currency of Customer Data;
- (b) incomplete, inaccurate or outdated information may affect Platform outputs;
- (c) Platform outputs support, but do not replace, professional judgement and organisational decision-making; and

(d) reports do not constitute legal, psychological, engineering, medical or clinical advice and do not determine legal compliance.

14.3 Humn is entitled to rely on information supplied by the Customer and is not responsible for independently verifying its accuracy, completeness or suitability. The Customer remains solely responsible for interpreting results, determining organisational priorities, assessing legal obligations, implementing risk controls, consulting workers, making employment decisions and obtaining professional advice where appropriate.

14.4 The Customer acknowledges that responsibility for identifying, assessing, controlling and reviewing psychosocial risks, and for compliance with applicable work health and safety legislation, remains with the Customer. Nothing in the Contract transfers those statutory obligations to Humn.

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## 15. Disclaimers

15.1 The Customer acknowledges that the Platform is an information and decision-support system that does not replace organisational governance, consultation with workers or competent professional advice, does not guarantee legislative compliance, and cannot eliminate psychosocial risks.

15.2 To the maximum extent permitted by law, Humn does not warrant that every psychosocial hazard or organisational risk will be identified, that Platform outputs will always be complete, or that Platform outputs will remain accurate where Customer Data is incomplete or inaccurate. Warranties are set out in the Platform Subscription Agreement. Limitation of liability and indemnity are dealt with in clause 16.

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## 16. Limitation of liability and indemnity

16.1 This clause applies to the Customer's access to and use of the Platform. Where the Customer has entered into a Platform Subscription Agreement, the warranty, limitation of liability and indemnity provisions of that Agreement apply and prevail over this clause to the extent of any inconsistency. This clause applies in full where no Platform Subscription Agreement is in place between the Customer and Humn.

16.2 To the maximum extent permitted by law, and subject to clause 16.5, Humn's aggregate liability arising out of or in connection with the Platform or these Terms (whether in contract, tort (including negligence), under statute or otherwise) is limited, in respect of all claims arising in any twelve (12) month period, to the total fees paid by the Customer for the Platform during the twelve (12) months immediately preceding the first event giving rise to the liability, or, where no fees are payable, to AUD \$100.

16.3 To the maximum extent permitted by law, neither party is liable to the other for any indirect or consequential loss, or for any of the following (whether direct or indirect): loss of profits, revenue, goodwill, opportunity or anticipated savings, business interruption, or loss of or corruption of data arising from the other party's acts or omissions.

16.4 The Customer indemnifies Humn, and its officers, employees and agents, against all losses, liabilities, claims and expenses (including reasonable legal costs) arising from or in connection with the Customer's breach of these Terms, unlawful use of the Platform, inaccurate or unlawful Customer Data, or failure to obtain any required permissions or consents. This indemnity is reduced proportionately to the extent that Humn caused or contributed to the relevant loss.

16.5 Nothing in this clause limits or excludes any liability, guarantee, right or remedy that cannot lawfully be limited or excluded, including under the Australian Consumer Law.

## 17. Data following termination

17.1 Following termination or expiry of the Subscription, the Customer may request the export of Customer Data within the period specified in the Platform Subscription Agreement or the Privacy Policy. After that period, Humn may securely delete or de-identify Customer Data in accordance with the retention and deletion provisions of the Privacy Policy, except where retention is required by law or under a contractual obligation.

17.2 Nothing requires Humn to delete Benchmark Data or Platform Data that no longer reasonably identifies the Customer or any individual.

## 18. Changes to these Terms

18.1 Humn may amend these Terms from time to time. Material changes will be communicated through the Platform, by email or by other reasonable means before taking effect. Continued use of the Platform after the effective date of updated Terms constitutes acceptance of the changes.

18.2 Where the Customer has entered into a Platform Subscription Agreement, that Agreement prevails to the extent of any inconsistency with these Terms, in accordance with the order of precedence in clause 1.4 of that Agreement.

## 19. General

19.1 These Terms are governed by the laws of South Australia, and the general provisions of the Platform Subscription Agreement (including governing law and jurisdiction, notices, assignment, waiver, severability and entire agreement) apply to these Terms.

19.2 Questions about these Terms may be directed to Humn at [admin@humn.digital](mailto:admin@humn.digital) or [www.humn.digital](http://www.humn.digital).

## Version control

| Version | Date           | Description                                                                                                                                                                                                                                                                                                                                                                                 |
|---------|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 0.1     | 7 August 2026  | Initial draft                                                                                                                                                                                                                                                                                                                                                                               |
| 1.0     | 17 August 2026 | Consolidated and rebranded; AI drafting commentary removed; commercial clauses moved to the Subscription Agreement; standalone liability clause added; final for client engagement<br>Added an information security and data protection clause (clause 8.4): a short security summary (AWS Sydney, SOC 2, ISO 27001) cross-referencing the Information Security Schedule and Privacy Policy |