

END USER LICENSE AGREEMENT

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This End User License Agreement ("Agreement") is a legal agreement between you (either an individual or a single entity, "You" or "User") and Modulo Systems Pty Ltd (ABN 99 695 625 499) ("Modulo," "we," "us," or "our"), for the Modulo software application ("Software").

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Subject to the terms and conditions of this Agreement, Modulo grants you a limited, non-exclusive, non-transferable, revocable license to install and use the Software for your internal business purposes.

1.2 Trial License

If you are using a trial license, you may use the Software for evaluation purposes only during the trial period specified when you activate your trial key. Trial licenses are subject to all terms of this Agreement.

1.3 Paid License

If you have purchased a paid license, you may use the Software in accordance with the license type purchased (individual or multi-device) for the duration of your subscription period.

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You agree NOT to:

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- Rent, lease, loan, sublicense, distribute, or transfer the Software to any third party
- Remove, alter, or obscure any proprietary notices on the Software
- Circumvent, disable, or interfere with any security features or license validation mechanisms
- Use the Software for any illegal or unauthorized purpose
- Share your license key or trial key with any third party
- Use the Software on more devices than your license permits

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4.1 Subscription Fees

Paid licenses require payment of subscription fees as specified at the time of purchase. Fees are charged annually and are non-refundable except as specified in Section 4.2.

4.2 Refunds

Subscription payments are processed by our payment processor, Paddle, which acts as the merchant of record.

If you cancel your subscription, you may be eligible for a pro-rated refund calculated by dividing the annual subscription fee by 365 days and multiplying by the number of unused days remaining in your subscription period.

Refund requests must be submitted by contacting us at stace@usemodulo.com within 30 days of cancellation. Approved refunds will be processed via Paddle in accordance with Paddle's refund policies and processing timelines.

4.3 Free Trial

We offer a free trial period for evaluation purposes. No refunds or money-back guarantees apply to paid subscriptions, as you have the opportunity to fully evaluate the Software during the trial period before purchasing.

5. UPDATES AND MODIFICATIONS

5.1 Software Updates

Modulo may, from time to time, release updates, patches, or new versions of the Software that add features, improve performance, or fix issues.

Updates are provided at our discretion and may be installed at your option. While we intend to continue improving the Software, we do not guarantee the availability, frequency, or timing of any updates, nor do we commit to providing ongoing support or maintenance services.

5.2 Agreement Modifications

Modulo reserves the right to modify this Agreement at any time. We will provide notice of material changes by email and/or by posting the updated Agreement on our website at least 30 days before the changes take effect. Your continued use of the Software after the effective date constitutes acceptance of the modified Agreement. If you do not agree to the modifications, you must cease using the Software and may cancel your subscription for a pro-rated refund.

Minor clarifications or updates that do not materially affect your rights or obligations may be made without prior notice, and will be reflected by the updated "Last Updated" date at the top of this Agreement.

6. TERM AND TERMINATION

6.1 Term

This Agreement begins when you accept it (by installing or using the Software) and continues until terminated.

6.2 Termination by You

You may terminate this Agreement at any time by ceasing to use the Software and uninstalling it from all devices.

6.3 Termination by Modulo

Modulo may terminate this Agreement immediately if you breach any of its terms. Upon termination for breach, you must immediately cease using the Software and uninstall it from all devices.

6.4 Effect of Termination

Upon termination, your license to use the Software terminates immediately. Sections 2, 3, 7, 8, 9, and 10 survive termination.

7. WARRANTY DISCLAIMER

THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, MODULO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

Modulo does not warrant that:

- The Software will meet your requirements or expectations
- The Software will be uninterrupted, timely, secure, or error-free
- The results obtained from using the Software will be accurate or reliable
- Any errors in the Software will be corrected

YOU ARE SOLELY RESPONSIBLE FOR REVIEWING ALL OUTPUT GENERATED BY THE SOFTWARE. THE SOFTWARE IS A TOOL TO ASSIST WITH DOCUMENT GENERATION, BUT YOU MUST VERIFY ALL GENERATED CONTENT FOR ACCURACY, COMPLETENESS, AND SUITABILITY FOR YOUR PURPOSES.

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TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL MODULO BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF MODULO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

In jurisdictions that do not allow the exclusion or limitation of liability for consequential or incidental damages, Modulo's liability shall be limited to the maximum extent permitted by law.

IN ANY CASE, MODULO'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION SHALL NOT EXCEED THE AMOUNT PAID BY YOU FOR THE SOFTWARE IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

9. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Modulo and its officers, directors, employees, and agents from and against any and all claims, damages, obligations, losses, liabilities, costs, and expenses arising from: (a) your use of the Software; (b) your violation of this Agreement; or (c) Your Content or any third-party claim related to Your Content.

10. GENERAL PROVISIONS

10.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Victoria, Australia, without regard to its conflict of law principles.

10.2 Jurisdiction

Any legal action or proceeding arising under this Agreement shall be brought exclusively in the courts located in Victoria, Australia, and you consent to personal jurisdiction in such courts.

10.3 Entire Agreement

This Agreement, together with our Privacy Policy, constitutes the entire agreement between you and Modulo regarding the Software and supersedes all prior or contemporaneous agreements, communications, and proposals.

10.4 Severability

If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

10.5 Waiver

No waiver of any term or condition of this Agreement shall be deemed a further or continuing waiver of such term or any other term.

10.6 Assignment

You may not assign or transfer this Agreement or any rights granted hereunder. Modulo may freely assign this Agreement.

10.7 Age Restriction

The Software is intended for use by individuals 18 years of age or older. If you are under 18, you may not use the Software.

10.8 Export Compliance

You agree to comply with all applicable export and import laws and regulations in your use of the Software.

11. CONTACT INFORMATION

If you have any questions about this Agreement, please contact us at:

Modulo Systems Pty Ltd (ABN 99 695 625 499)

Email: stace@usemodulo.com

BY USING THE SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.