

GENERAL TERMS AND DEFINITIONS

Last updated 23 June 2026

Definitions

“Agreement” means the agreement between the Parties comprising these General Terms and the Schedule.

“Business Days” means Monday to Friday, 8:30 am – 5:00 pm Australian Eastern Standard Time (AEST) except for public holidays.

“Commencement Date” means the start date of the Agreement, as specified in the Schedule.

“Confidential Information” includes all information exchanged between the parties to this Agreement, whether in writing, electronically or orally, including the Service but does not include information which is, or becomes, publicly available other than through unauthorised disclosure by the other Party.

“Force Majeure Event” means an act of God, national emergency, insurrection, riot, war or industrial action.

“General Terms” refers to these general terms and conditions.

“GST” means a goods and services tax, or similar value-added tax, levied or imposed under tax Laws.

“Initial Term” means the period commencing on the Commencement Date and continuing for the period specified in the Schedule, or, if no period is specified, 12 months.

“Intellectual Property Right” means any patent, trademark, service mark, copyright, moral right, right in a design, know-how and any other intellectual or industrial property rights, anywhere in the world whether or not registered.

“Law” or “Laws” means any law applicable including legislation, ordinances, regulations, by-laws and other subordinate legislation.

“Party” means RTO Radar and You, as the context requires.

“Personal Information” means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion which RTO Radar gains access to in the course of providing the Service.

“Privacy” means collection, handling, security and protection of personal, organisational and/or Party-related information including but not limited to RTO Radar user and/or database records, files, mail, emails, documents, telephone conversations or records, other forms of communication and/or other system-related information.

“Privacy Laws” means the *Privacy Act 1988* (Cth), the *Spam Act 2003* (Cth) and any other laws relating to Privacy.

“Proposal” means the proposal (or similar document) provided by us to you setting out the Service to be provided to You.

“Renewal Term” means each successive period of 12 months commencing on expiry of the Initial Term or the then-current Renewal Term (as applicable).

“RTO Radar” means **Adeptly Group Pty Ltd** (ABN 65 671 544 344), trading as **RTO Radar** (referred to as ‘RTO Radar’, ‘we’, ‘our’, or ‘us’).

“Schedule” means the Schedule in our Proposal that sets out the contract particulars for your Agreement, including:

- the Subscription Tier that applies to You;
- the Subscription Fee (including any discount applied);
- the Initial Term of the Agreement;
- payment frequency
- details about any annual price increases
- included onboarding and support hours
- cost for additional ad-hoc support and training; and
- any special terms or conditions agreed between the Parties.

“Service” has the meaning set out in Clause 1 of these General Terms.

“Subscriber” means the person who registers to use the Service, and, where the context permits, includes any entity on whose behalf that person registers to use the Service.

“Subscription Fee” means the RTO Radar’s subscription fee as set out in these General Terms.

“Subscription Tier” means the subscription tier specified in the Schedule or, if changed, the subscription tier specified in an invoice issued to you.

“Term” means the Initial Term together with any Renewal Terms.

“You” means the Subscriber. “Your” has a corresponding meaning.

“Your Data” means any data, content, code, video, images or other materials of any type that you upload, submit or otherwise transmit to or through the Service.

General Terms

1 About RTO Radar

- 1.1 RTO Radar is a cloud-based compliance management platform that helps Australian Registered Training Organisations (“RTOs”) meet the Standards for Registered Training Organisations 2025 (SRTO 2025) by providing tools for risk management, compliance monitoring, validation, audit readiness and continuous improvement.
- 1.2 RTO Radar provides a Software-as-a-Service (SaaS) solution (the **Service**) that:
 - 1.2.1 enables RTOs to manage organisational and course-level compliance risks;
 - 1.2.2 monitors obligations under SRTO 2025;
 - 1.2.3 maintains audit-ready records;
 - 1.2.4 manages staff and trainer compliance; and
 - 1.2.5 utilises AI-powered validation, risk assessment and vocational mapping tools.
- 1.3 We may modify the Service from time to time, provided functionality is not materially reduced.

2 Binding Agreement

- 2.1 This is a legal agreement between You and RTO Radar that defines RTO Radar’s obligations as a service provider and Your obligations as a customer.
- 2.2 You acknowledge that You have read and understood this Agreement.

3 Incorporation

- 3.1 This Agreement sets out the general terms and conditions (the **General Terms**) that will apply to the Service, as amended by any details set out in the Schedule.
- 3.2 This Agreement incorporates the:
 - 3.2.1 Schedule that sets out the commercial details of the Service;
 - 3.2.2 Related materials (including our Privacy Policy); and
 - 3.2.3 The Definitions set out above.
- 3.3 The Schedule prevails over these General Terms to the extent of inconsistency.

4 Authority to Execute

- 4.1 You represent that You have the authority to enter into this Agreement.
- 4.2 You represent that you agree with each of the terms and conditions of this Agreement upon execution.
- 4.3 You represent that You have undertaken due diligence to determine that the Service meets Your requirements.
- 4.4 You acknowledge that the Service is provided as-is.

5 Term

- 5.1 This Agreement commences on the Commencement Date and continues for the Term unless terminated earlier in accordance with this Agreement.
- 5.2 This Agreement will automatically renew for successive Renewal Terms unless either party gives written notice of non-renewal at least 60 days before the end of the then-current Term.

6 Subscription Tier

- 6.1 Your Subscription Tier is specified in the Schedule.
- 6.2 There are four Subscription Tiers:
 - 6.2.1 Small;
 - 6.2.2 Medium;
 - 6.2.3 Large; and
 - 6.2.4 Enterprise.
- 6.3 The Subscription Tier that is appropriate for you will depend on:
 - 6.3.1 the number of trainers you have
 - 6.3.2 the number of staff you have
 - 6.3.3 the number of courses you offer
 - 6.3.4 the number of units you offer; and
 - 6.3.5 you expected usage of the Service.
- 6.4 If we determine that a different Subscription Tier is more appropriate for you, we will notify you about any proposed change to your Subscription Tier.
- 6.5 Any change to your Subscription Tier will take effect at the commencement of a Renewal Term and will be specified on an invoice issued to you.

7 Subscription Fee

- 7.1 The annual Subscription Fee for your Initial Term is specified in the Schedule.

- 7.2 The annual Subscription Fee for a Renewal Term will reflect:
- 7.2.1 any applicable indexation; and
 - 7.2.2 any change in your Subscription Tier.
- 7.3 We may, at our discretion, apply a discount to the Subscription Fee. Any discount offered by us will be set out in the Schedule or in an invoice issued by us.
- 7.4 Unless otherwise indicated by us in writing, any discount will only apply to the Initial Term of your subscription.
- 7.5 Unless otherwise indicated, all prices are listed in Australian Dollars (AUD) and are exclusive of GST.
- 7.6 Subscription Fees are payable monthly or annually in advance in accordance with the payment frequency specified in the Schedule.
- 7.7 You agree to pay the initial invoice (and any renewal invoice) within 14 days of receipt.

Indexation of Subscription Fee

- 7.8 The Subscription Fee will be increased at the commencement of each Renewal Term by the greater of:
- 7.8.1 CPI (based on the most recent annual CPI published by the ABS prior to the Renewal Term); and
 - 7.8.2 4%.

Consequences of Failure to Pay

- 7.9 Your access to the Service may be suspended if you do not pay your Subscription Fee within the due date specified on the invoice.
- 7.10 Your access to the Service will be restored if you provide bank remittance advice of payment or actual receipt of payment, whichever happens first.
- 7.11 You will continue to be charged the Subscription Fee during a period of suspension. We have no liability to you for suspending your access to the Service.

8 Onboarding and Setup Assistance

- 8.1 We include a fixed amount of onboarding and training support hours for new clients. This includes configuration and training support.
- 8.2 Based on your Subscription Tier, the following onboarding and training support hours are included when you first subscribe to RTO Radar:
- 8.2.1 **Small:** up to 2 hours
 - 8.2.2 **Medium:** up to 4 hours

8.2.3 **Large:** up to 6 hours

8.2.4 **Enterprise:** hours are set out in the Schedule

8.3 Additional onboarding and training support beyond these limits is charged at the standard rate for ad-hoc training and paid support (see below).

8.4 For the avoidance of doubt, additional onboarding and training support hours are not included when you renew your subscription to the Service.

9 Ad Hoc Training and Paid Support

9.1 The ad-hoc training and support rate effective from 1 July 2026 is **\$180 AUD per hour (excluding GST)**.

9.2 A minimum of two (2) hours is billed per ad-hoc engagement unless otherwise agreed in writing.

9.3 This rate would apply to ad-hoc system configuration, policy mapping, validation audits, tailored staff training, and other ad-hoc training and support.

9.4 This rate does not apply to ordinary technical support requests.

9.5 The ad-hoc training and support rate provided above will be reviewed annually on 1st of July

10 Service Availability

10.1 We aim to maintain availability of our Service at no less than **99.9% per calendar month** excluding scheduled maintenance or factors outside our reasonable control (e.g. third-party outages or force majeure events).

10.2 Scheduled maintenance will be communicated at least 24 hours in advance where practicable.

11 Support and Target Response Times

11.1 Support is provided during standard Australian business hours (Monday - Friday, 9am–5pm AEST/AEDT)

11.2 You can submit a support request through our Help Desk or via email (info@rtoradar.com.au).

11.3 If you have an Enterprise subscription, you will receive priority response and escalation for urgent support requests.

Severity	Example	Target (initial response)	Target (resolution or workaround)
Critical (Severity 1)	Platform outage or login failure affecting all users	2 hours	1 business day
Major (Severity 2)	Significant function degraded (e.g., AI validation or report export failure)	4 hours	2 business days

General (Severity 3)	User training, configuration or “how do I...” questions	2 business days	2 business day
Minor (Severity 4)	Non-critical issue or UI error	1 business day	5 business days

11.4 The timeframes in the table above are not guarantees. They are targets that apply during standard support hours.

Fair Use of Support Requests

11.5 Small/Medium/Large Subscription Tier: up to 5 Support Requests per month are included. Additional support requests may be billed at the ad-hoc support rate.

11.6 Enterprise Subscription Tier: unlimited support requests under fair-use conditions. Excessive or unreasonable frequency (e.g., continuous daily training or consultation) may be subject to additional charges with prior notice.

Exclusions

11.7 The following are not included in our standard Support services:

11.7.1 Issues caused by third party providers (e.g. aXcelerate, Supabase, OpenAI)

11.7.2 Issues caused by your network or hardware

11.7.3 Issues relating to any custom development or custom integration provided by us to you.

12 Access to the Service

12.1 Access to the Service is governed by defined user roles:

12.1.1 **RTO Radar Admin:** Manages multiple organisations and data

12.1.2 **RTO Admin:** Manages organisation-level data, users and settings

12.1.3 **RTO Staff:** Access is limited to assigned records and functions

12.2 You are responsible for maintaining secure login credentials and must promptly notify us about any suspected or actual unauthorised access or security breach in relation to RTO Radar or any Service we provide.

12.3 You are responsible to ensuring that all personal information provided to us (including information entered into RTO Radar) complies with your obligations under relevant privacy legislation and that you have obtained appropriate consent from individuals as required.

13 Third-Party Providers

- 13.1 You acknowledge that we use third-party providers to deliver authentication, storage, AI processing, and other features of the Service. Third-party providers we use include:
 - 13.1.1 Supabase;
 - 13.1.2 OpenAI.
 - 13.1.3 Resend
- 13.2 We are not responsible for failures of third-party providers, except to the extent caused by our failure to exercise reasonable care in selecting or managing those providers.
- 13.3 Use of these third-party service providers is subject to the relevant provider's own terms of service (including any privacy policies).

14 Your Data

- 14.1 You retain full ownership of all data uploaded to RTO Radar ("Your Data").
- 14.2 You retain full ownership of all reports generated by the Service that used Your Data.
- 14.3 You hereby grant us a non-exclusive, royalty free licence to use, copy, store, and transmit Your Data solely for the purpose of providing and improving the Service.
- 14.4 We may use aggregated or anonymised data for system analytics and improvement.
- 14.5 We have no obligation to monitor any content uploaded to the Service.
- 14.6 Your Data is stored securely in Australia through a third-party provider (Supabase) and will be retained for 12 months after this Agreement is terminated.
- 14.7 We will make reasonable efforts to notify You before Your Data is permanently deleted.
- 14.8 You may export your data in standard formats at any time during the Term of this Agreement or within 12 months of this Agreement being terminated (subject to payment of all outstanding fees). Backups are securely maintained for disaster-recovery purposes and will also be permanently deleted 12 months after this Agreement is terminated.
- 14.9 Except where explicitly set out otherwise in this Agreement, you acknowledge that you are solely responsible for meeting your own record-keeping obligations (including responsibility for maintaining your own backups).
- 14.10 Except where explicitly set out otherwise in this Agreement, you acknowledge that you are solely responsible for the consequences of using, disclosing, storing, or transmitting Your Data.
- 14.11 We reserve the right to remove Your Data from the Service and/or suspend your access to the Service if we believe Your Data:
 - 14.11.1 Endangers the operation of the Service;
 - 14.11.2 Endangers other users;

- 14.11.3 Is in breach of this Agreement; or
- 14.11.4 Infringes the rights of another person.

15 Intellectual Property

- 15.1 All intellectual property in the Service (software, databases, interface design and AI logic) remains the property of **Adeptly Group Pty Ltd t/a RTO Radar**.
- 15.2 The Service and all related Intellectual Property Rights, including but not limited to the software, trademarks, copyrights, and content are protected under the laws of the governing jurisdiction.
- 15.3 No property of RTO Radar, whether it be intellectual property or other protected types, is permitted to be used without our express written consent.
- 15.4 You represent and warrant that you have obtained all necessary rights relating to Your Data.
- 15.5 You will retain all rights, titles and interest in and to Your Data.
- 15.6 You hereby grant RTO Radar a non-exclusive, royalty-free right to collect, use, copy, store, transmit, modify and create derivative works of Your Data to the extent necessary to deliver the Service.
- 15.7 You will not attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any Service provided by us.

16 Privacy

- 16.1 We maintain a Privacy Policy that sets out the Parties' obligations in respect of personal information.
- 16.2 We reserve the right to update our Privacy Policy from time-to-time.
- 16.3 Acceptance of this Agreement confers acceptance of our Privacy Policy.
- 16.4 Our Privacy Policy is published on our website at <https://rtoradar.com.au/policy>
- 16.5 By uploading or inputting personal information, You warrant that you have obtained all necessary consents. If we become aware of a data breach likely to result in serious harm, we will notify you and the Office of the Australian Information Commissioner (OAIC) in accordance with the Notifiable Data Breaches scheme.

17 Confidentiality

- 17.1 Unless the relevant Party has the prior written consent of the other or unless required to do so by Law:
 - 17.1.1 Each Party will preserve the confidentiality of all Confidential Information of the other obtained in connection with this Agreement.

17.1.2 Neither Party will, without the prior written consent of the other, disclose or make any Confidential Information available to any person, or use the same for its own benefit, other than as contemplated by this Agreement.

17.2 These provisions shall not apply to any information which is:

17.2.1 Public knowledge other than by a breach of this clause;

17.2.2 Received from a third party who lawfully acquired it and who is under no obligation to restrict its disclosure;

17.2.3 In the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party; or

17.2.4 Independently developed without access to the Confidential Information.

18 Security

18.1 We take reasonable steps to protect all information from misuse, interference, and unauthorised access. Key measures include:

18.1.1 Encrypted authentication and credential storage;

18.1.2 Row-level security and organisation-based data isolation;

18.1.3 Secure token-based access controls; and

18.1.4 Continuous audit logging of impersonation and access events.

Artificial Intelligence features

18.2 When using AI-powered functions (such as validation chat, risk recommendations or vocational mapping), relevant text or document fragments are securely processed through the OpenAI API. These fragments are transmitted temporarily and are not stored, logged or used to train models.

19 Acceptable Use

19.1 You agree to use RTO Radar responsibly and lawfully. You must not:

19.1.1 use the Service for any unlawful purpose or in a manner that infringes any privacy, intellectual property, or confidentiality rights;

19.1.2 attempt to access or modify data belonging to another organisation;

19.1.3 circumvent authentication or audit mechanisms;

19.1.4 upload or distribute malware, malicious scripts or unauthorised code;

19.1.5 share credentials or allow unauthorised users to access the Service;

19.1.6 exceed subscription limits on users, storage or AI processing;

19.1.7 engage in automated scraping or API calls that degrade performance; or

- 19.1.8 fabricate or falsify compliance evidence using AI features.
- 19.2 RTO Radar may suspend or terminate access to the Service in cases of serious or repeated misuse.

20 Sector-Specific Responsibilities

- 20.1 You acknowledge and agree that:
 - 20.1.1 You remain solely responsible for compliance with all ASQA, AVETMISS, and National VET Regulator Act 2011 obligations;
 - 20.1.2 RTO Radar assists with compliance management but does not guarantee regulatory compliance or audit outcomes; and
 - 20.1.3 You must ensure exported data meets any required formats or retention periods for student records and reporting.

21 Limitation of Liability

- 21.1 Nothing in this Agreement excludes any rights that cannot be excluded under Law.
- 21.2 To the extent permitted by law:
 - 21.2.1 We exclude all indirect or consequential loss; and
 - 21.2.2 Our total liability is capped at the Subscription Fees paid in the 12 months prior.

22 Suspension

- 22.1 We may suspend your access to the Service:
 - 22.1.1 for non-payment of an invoice issued by us;
 - 22.1.2 for breach of this Agreement; and
 - 22.1.3 to protect system integrity.

23 Termination

- 23.1 Either Party may terminate this Agreement immediately by written notice if the other Party commits a material breach of this Agreement which is not remedied within 30 days after receiving notice of the breach.
- 23.2 Either Party may elect not to renew this Agreement by giving notice in accordance with clause 5.2.
- 23.3 On termination or expiry of this Agreement:
 - 23.3.1 access to the Service will immediately cease;
 - 23.3.2 Your Data will be retained for 12 months and then securely deleted; and

23.3.3 You are responsible for downloading Your Data prior to deletion.

23.4 Except where this Agreement is terminated by You for a material breach by us, all Subscription Fees are non-refundable.

24 Force Majeure

24.1 You will not hold RTO Radar responsible for any interruption to the Service as a consequence of a Force Majeure Event.

24.2 You will also not hold RTO Radar responsible for any interruption to the Service caused by circumstances beyond its control (including cyberattacks or major third-party system outages).

25 Notices

25.1 A notice, consent, request or any other communication in regard to or under this Agreement must be in writing, including by email, from the Party giving it.

25.2 Delivery of that notice, consent, request or other communication must be delivered by email, to the contact person of the relevant Party as provided in the Schedule.

26 Feedback

26.1 If you provide feedback or suggestions, you grant us a perpetual, royalty-free right to use and incorporate them.

27 Amendments to these General Terms

27.1 We may amend these General Terms by giving at least 30 days' notice.

27.2 The amended General Terms will be published on our website and will take effect at the end of that notice period.

27.3 If an amendment materially adversely affects you, you may terminate this Agreement by written notice before the amendment takes effect.

28 Severability

28.1 If any provision of this Agreement is held to be invalid, illegal or unenforceable, that provision will be severed to the extent of the invalidity, illegality or unenforceability, and the remaining provisions will remain in full force and effect.

29 Entire Agreement

29.1 This Agreement (including any Schedule) constitutes the entire Agreement of the parties about its subject matter and supersedes all previous Agreements, understandings and negotiations on that subject matter, whether orally or in writing.

30 Assignment

- 30.1 You may not assign this Agreement without our prior written consent.
- 30.2 We may assign this Agreement in connection with a corporate restructure or sale of business.

31 Governing Law

- 31.1 This Agreement (including these General Terms) is governed by and construed in accordance with the laws of Victoria, Australia.
- 31.2 Each Party to this Agreement submits to the non-exclusive jurisdiction of its courts.

32 Contact

- 32.1 Adeptly Group Pty Ltd (t/a RTO Radar) ABN 65 671 544 344
- 32.2 Email: info@rtoradar.com.au
- 32.3 Website: <https://rtoradar.com.au>