



# 1 EXPERIENCEPQ TERMS AND CONDITIONS

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**Last updated: February 12, 2026**

Please read these Terms of Use ("Terms" or "Agreement") carefully. By accessing, downloading, or using the ExperiencePQ platform and services, you ("You," "Your," or "User") indicate Your acceptance of these Terms from ExperiencePQ Pty Ltd ("ExperiencePQ," "we," "us," or "our"). You agree to be bound by all terms and conditions of this Agreement. If You do not agree to these Terms, You may not access or use the ExperiencePQ Services.

If You are entering into this Agreement on behalf of an organisation, You represent that You have the authority to bind such organisation to this Agreement, in which case "You" shall refer to such organisation.

## 1. EXPERIENCEPQ SERVICES:

ExperiencePQ provides a performance intelligence and debriefing platform designed for emergency services and high-performance teams ("Services").

The Services include:

- Access to the ExperiencePQ web and mobile platform ("Platform")
- Digital debrief forms, templates, and session management tools
- AI-powered lesson analysis, validation, and contextual insights
- Project and event management functionality
- Analytics, reporting, and intelligence dashboards
- Team collaboration and communication features
- Data storage and file management
- Standard technical support

Services are provided on a team subscription basis for specified subscription periods ("Subscription Period") as set forth in Your organisation's subscription plan or order. All subscriptions must be accepted by ExperiencePQ to become valid. We reserve the right to modify, suspend, or discontinue any part of the Services with reasonable notice, except where prohibited by law.

## 2. USER ACCOUNTS AND ACCEPTABLE USE

### 2.1 Account Registration

You must provide accurate and complete information when creating Your account. You are responsible for maintaining the confidentiality of Your login credentials and for all activities that occur under Your account.

### 2.2 Permitted Use

You may use the Services solely for Your organisation's internal operational debriefing, performance analysis, and continuous improvement purposes, aligning with our mission to turn hard-earned lessons into personalised, actionable growth paths.

### 2.3 Prohibited Activities



You will not (and will not permit anyone else to):

- Rent, lease, copy, sell, resell, or sublicense access to the Services
- Use the Services for any unlawful purpose or in violation of applicable laws
- Reverse engineer, decompile, or attempt to extract source code from the Platform
- Remove, obscure, or alter any proprietary notices on the Platform
- Use the Services to transmit viruses, malware, or harmful code
- Interfere with or disrupt the integrity or performance of the Services
- Access the Services to build a competitive product or service
- Share access credentials with unauthorised third parties
- Use automated means to scrape, extract, or harvest data from the Platform without written permission

## **2.4 Content Standards**

You are responsible for all data, information, and content You upload to the Platform ("User Content"). You agree that User Content will not contain material that is unlawful, defamatory, harassing, discriminatory, or otherwise inappropriate. ExperiencePQ reserves the right to remove any User Content that violates these Terms or applicable laws.

## **3. DATA OWNERSHIP AND PRIVACY**

### **3.1 Your Data**

You retain all ownership rights to Your User Content. By using the Services, You grant ExperiencePQ a limited, worldwide, non-exclusive, royalty-free license to host, process, and analyse Your User Content solely to provide and improve the Services, in accordance with our Privacy Policy.

### **3.2 Aggregated and Anonymous Data**

ExperiencePQ may collect and use aggregated, de-identified, and anonymised data derived from Your use of the Services for analytics, benchmarking, research, and service improvement purposes, provided it does not identify You or Your organisation.

### **3.3 Privacy**

Your use of the Services is subject to our Privacy Policy, which is incorporated herein by reference. We handle personal information, including sensitive information (e.g., health-related debrief data), in compliance with the Australian Privacy Principles (APPs) under the Privacy Act 1988 (Cth). You consent to such handling by using the Services, and we will ensure transparency in data collection, use, and disclosure as required by APP 1.

## **4. INTELLECTUAL PROPERTY**

### **4.1 ExperiencePQ IP**

ExperiencePQ owns all rights, title, and interest in the Services, including all software, AI models, algorithms, designs, and related intellectual property. You are granted a limited, revocable license to use the Services during the Subscription Period, subject to these Terms.

### **4.2 Feedback**



Any feedback, suggestions, or improvements You provide regarding the Services become our property, and we may use them without compensation or obligation to You.

## **5. FEES AND PAYMENT**

### **5.1 Subscription Fees**

Fees are as specified in Your subscription plan or order ("Fees"). Subscriptions auto-renew at the end of each Subscription Period unless cancelled with at least 30 days' notice. You may cancel auto-renewal at any time, but no refunds for partial periods except as required by law.

### **5.2 Payment Terms**

Fees are payable in advance via the method specified. Overdue payments accrue interest at 1.5% per month or the maximum allowed by law. All Fees exclude GST, which will be added where applicable.

### **5.3 Fee Changes**

We may adjust Fees with at least 60 days' notice. If You do not agree, You may terminate without penalty before the change takes effect.

## **6. WARRANTIES AND DISCLAIMERS**

### **6.1 Mutual Warranties**

Each party warrants that it has the authority to enter this Agreement and will comply with all applicable laws.

### **6.2 ExperiencePQ Warranties**

We warrant that the Services will be provided with due care and skill, in accordance with the description, and compliant with applicable Australian laws, including the Australian Consumer Law (ACL).

### **6.3 Consumer Guarantees**

Nothing in these Terms excludes, restricts, or modifies any non-excludable rights or remedies under the ACL or other applicable laws. For consumers or small businesses (as defined under the ACL), if the Services fail to meet consumer guarantees (e.g., fitness for purpose), You may be entitled to a remedy such as repair, replacement, or refund.

### **6.4 Disclaimers**

Except as expressly stated or required by law, the Services are provided "as is" without warranties of any kind, including merchantability, fitness for a particular purpose, or non-infringement. We do not warrant that the Services will be uninterrupted, error-free, or completely secure. AI-generated insights are advisory only and not professional advice - use Your judgment.

## **7. LIMITATION OF LIABILITY**

### **7.1 General Limitation**



To the maximum extent permitted by law, neither party will be liable for indirect, consequential, special, or punitive damages, including loss of profits, data, or business opportunities, even if advised of the possibility.

## **7.2 Cap on Liability**

Our total liability is limited to the Fees paid by You in the 12 months preceding the claim.

## **7.3 ACL Exceptions**

Nothing limits liability for death, personal injury, fraud, or breaches of non-excludable ACL guarantees. For such breaches, our liability is limited (at our option) to resupplying the Services or paying the cost of resupply.

## **8. INDEMNIFICATION**

You agree to indemnify and hold us harmless from claims arising from Your User Content, misuse of the Services, or breach of these Terms, including reasonable legal fees. We will indemnify You for claims that the Services infringe third-party IP, subject to prompt notice and cooperation.

## **9. TERMINATION**

### **9.1 Termination by You**

You may terminate at any time with notice; no refunds for prepaid Fees except as required by law.

### **9.2 Termination by Us**

We may suspend or terminate for breach (e.g., non-payment, violation), with notice and opportunity to cure where reasonable. We may also terminate for legal reasons or if continuing would violate laws.

### **9.3 Effects of Termination**

Upon termination, access ends, and we may delete Your data after 30 days (data export available upon request). Surviving provisions (e.g., IP, liability, indemnity) continue.

## **10. GOVERNING LAW AND DISPUTE RESOLUTION**

### **10.1 Governing Law**

This Agreement is governed by the laws of the Australian Capital Territory, Australia, without regard to conflicts of laws principles.

### **10.2 Dispute Resolution**

Disputes will be resolved through good-faith negotiation. If unresolved, they will be submitted to mediation in Canberra before litigation. Exclusive jurisdiction lies with the courts of the Australian Capital Territory. Nothing prevents seeking urgent injunctive relief.

## **11. THIRD-PARTY SERVICES AND LINKS**

### **11.1 Third-Party Services**



The Services may integrate third-party services (e.g., video conferencing, cloud storage, analytics). Your use is subject to their terms. We are not responsible for their availability, functionality, or practices.

### **11.2 Third-Party Links**

The Services may contain links to third-party websites. We are not responsible for their content or practices.

## **12. GENERAL PROVISIONS**

### **12.1 Independent Contractors**

The parties are independent contractors. Nothing creates a partnership, joint venture, agency, or employment relationship.

### **12.2 Assignment**

You may not assign this Agreement without our prior written consent. We may assign to an affiliate or in a merger/acquisition with notice.

### **12.3 Notices**

Notices must be in writing:

- To ExperiencePQ: [support@experiencepq.io](mailto:support@experiencepq.io)
- To You: Your account email
- Email notices are deemed received upon confirmation; mailed notices after three business days.

### **12.4 Force Majeure**

Neither party is liable for delays due to events beyond reasonable control (e.g., natural disasters, pandemics, government actions), excluding payment obligations.

### **12.5 Severability**

If any provision is invalid, the rest remains enforceable, modified minimally to comply.

### **12.6 Waiver**

Failure to enforce a provision is not a waiver.

### **12.7 Entire Agreement**

This Agreement, the Privacy Policy, and any orders constitute the full agreement, superseding priors.

### **12.8 Amendments**

We may modify these Terms with at least 30 days' notice for material changes. Continued use constitutes acceptance. If adversely affected, You may terminate without penalty.

### **12.9 Survival**

Provisions surviving termination include Sections 3, 4, 6, 7, 8, 9, and 10.



#### **12.10 Subcontractors**

We may use subcontractors bound by equivalent obligations.

#### **12.11 Export Compliance**

You agree to comply with export laws.

#### **12.12 No Third-Party Beneficiaries**

This Agreement benefits only the parties.

### **13. CONTACT INFORMATION**

For questions:

ExperiencePQ Pty Ltd Email: [support@experiencepq.io](mailto:support@experiencepq.io)

Website: [www.experiencepq.io](http://www.experiencepq.io)

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