Equos.one

Terms of Service

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A contract with EQUOS 9 PROPRIETARY LTD (ABN 53 610 207 817). This PDF is a copy of the terms at https://equos.one/terms/ — the web page is the canonical version.

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These terms apply to Equos.one at equos.one, console.equos.one, app.equos.one, and related Equos.one cloud services. They are a contract between you and EQUOS 9 PROPRIETARY LTD (ABN 53 610 207 817).

1. Agreement

By creating an account, clicking to accept these terms, or using Equos.one, you agree to this agreement. If you do not agree, do not use the service.

Equos.one is a software platform provided by **EQUOS 9 PROPRIETARY LTD** (ABN 53 610 207 817; also referred to as we, us, or our), an Australian company. Equos.one and related product names are brands of EQUOS 9 PROPRIETARY LTD.

If you use Equos.one for a business, you confirm you have authority to bind that business, and "you" includes that business and its users.

2. The platform

Equos.one is a cloud software platform for business operations. We grant you a limited, non-exclusive, non-transferable right to access the platform during a paid subscription or trial, solely for your internal business use.

EQUOS 9 PROPRIETARY LTD is a software provider only. We do not operate your warehouse, carry your goods, underwrite insurance, keep your books, or give legal, tax, or financial advice. Decisions you make in Equos.one — including orders, stock, production, freight, invoicing, and insurance elections — are yours.

Features and capabilities may change as the product evolves. We may add, change, or withdraw functionality without notice. We are not obliged to keep any particular feature available.

3. No service level agreement

The platform is provided **as is** and **as available**.

EQUOS 9 PROPRIETARY LTD does not warrant or guarantee uninterrupted, timely, secure, or error-free operation; any particular uptime or latency; any support response time; or that data will not be lost, delayed, or corrupted. There is **no service level agreement**. We do not offer service credits, rebates, or compensation for downtime, degradation, defects, or data loss.

Status pages, documentation timings, and marketing statements about reliability are informational only. They are not a contractual commitment.

4. Security

We take all due care that may reasonably be expected of a provider of a business software platform of this kind. That includes technical and organisational measures intended to protect Equos.one and the data stored in it — such as access controls, encryption in transit, regional hosting, monitoring, and staff access limited to what is needed to operate and support the service.

Due care is not a guarantee. We do not warrant that Equos.one will be free of vulnerabilities, unauthorised access, or security incidents. You remain responsible for your users, passwords, API keys, devices, and the permissions you grant.

If we become aware of a security incident that materially affects your account, we will take steps we reasonably consider appropriate, which may include containment, investigation, and notice to affected account admins where we are required or it is practicable to do so.

Nothing in this section creates an uptime, response-time, or outcome SLA.

5. Your data and your responsibilities

You own your business data. We do not claim ownership of the inventory, orders, contacts, documents, or other operational data you store in Equos.one.

You are responsible for the accuracy, legality, and backup of that data; for who you invite; for access credentials; and for how your organisation uses the platform. You must not enter data you do not have the right to store or process.

We may use and store your data as needed to provide, secure, support, and improve the platform, as described in these terms and in the Privacy Policy at https://equos.one/privacy/.

6. Data retention and improvement

We keep account and operational data while your account is active.

We may retain, access, and review data — including account details, support tickets, logs, diagnostics, and usage patterns — to operate Equos.one, keep it secure, investigate faults, prevent abuse, and improve the platform. We do not sell your data.

After cancellation or lapse, your account data remains available read-only for up to 2 years, then is deleted. You can request earlier deletion by emailing privacy@equos.one, and we will action it within 30 days.

We may retain and use de-identified or aggregated data — which does not identify you or your business — to maintain, analyse, and improve Equos.one, including after your account is closed. Where we keep personal information for product improvement, we do so only as permitted under the Privacy Act 1988 (Cth), and you can ask us to stop.

7. Billing and trial

Subscriptions are billed per business unit managed, monthly or annually, at the prices shown at signup or in the console. A subscription auto-renews on that monthly or annual cadence until you cancel.

Every plan includes a 14-day free trial. You can start it without a payment method. If you have not added payment when that trial ends, your account becomes read-only. Your data stays accessible until you subscribe or the account is closed.

You can instead add a card at signup. That starts a Stripe subscription trial, also 14 days, and you are not charged during the trial. Unless you cancel before it ends, the subscription renews at the price and cadence you selected.

You can cancel at any time in the billing portal from the console. After you cancel, access continues until the end of the current paid period. When the subscription ends, the account becomes read-only. Your data stays accessible as described under data retention.

If a payment fails, the account becomes read-only immediately. If the amount is still unpaid after retries over about 15 days, the subscription is cancelled.

Fees are non-refundable except where a refund is required by law (including the Australian Consumer Law) or we choose to refund at our discretion. All prices include GST. Payment is processed by Stripe. We do not store full card numbers.

8. Acceptable use

Use Equos.one only for lawful business purposes. Do not reverse engineer, overload, probe, or compromise the service; resell access without our written consent; or use the platform to store or transmit unlawful content.

We may suspend or terminate accounts that violate these terms, create security or operational risk, or remain unpaid.

9. Third-party services

The platform depends on and may connect to services we do not control, including Google Cloud / Firebase, Stripe, Google Gemini, carriers (such as TNT, Aramex, Border Express, and Australia Post), FreightInsure, and other integrations you enable.

Those providers have their own terms. EQUOS 9 PROPRIETARY LTD is not responsible for their availability, acts, omissions, rates, transit times, claims handling, or outages. A booking, payment, or insurance election made through Equos.one is a transaction with the relevant third party, not a carriage, insurance, or payment service provided by EQUOS 9 PROPRIETARY LTD.

10. Customer indemnity

You indemnify, defend, and hold harmless EQUOS 9 PROPRIETARY LTD, its officers, employees, contractors, and related bodies corporate from and against all claims, demands, actions, losses, damages, costs, and expenses (including reasonable legal fees) arising out of or in connection with:

- your data, content, and materials;
- your and your users' use or misuse of the platform;
- your business operations, goods, shipments, warehouse activities, and customer or supplier relationships;

- bookings, charges, or cover you arrange with carriers, insurers, or other third parties through or alongside Equos.one;
- any third-party claim relating to your use of the platform or your data; and
- your breach of these terms or of applicable law.

This indemnity does not apply to the extent a claim is caused by EQUOS 9 PROPRIETARY LTD's fraud or wilful misconduct.

11. Liability

To the maximum extent permitted by law, EQUOS 9 PROPRIETARY LTD is not liable for any indirect, incidental, special, consequential, or punitive loss, or for lost profits, revenue, goodwill, business interruption, or lost, corrupted, or delayed data, whether arising in contract, tort (including negligence), statute, or otherwise, even if we were advised of the possibility.

Our aggregate liability to you for all claims arising out of or relating to Equos.one or these terms is limited to the subscription fees you actually paid to EQUOS 9 PROPRIETARY LTD in the twelve (12) months before the claim. If you are on an unpaid trial, that cap is zero.

Nothing in these terms excludes, restricts, or modifies any consumer guarantee, right, or remedy under the Australian Consumer Law that cannot be excluded. Where we are permitted to limit our liability for a failure to comply with a guarantee that cannot be excluded, our liability is limited to one or more of: resupplying the services; paying the cost of having the services supplied again; or refunding fees paid for the affected period.

12. Intellectual property

EQUOS 9 PROPRIETARY LTD and its licensors own Equos.one, the software, documentation, and brands. You receive only the access rights in these terms. Feedback you give us may be used to improve the product without obligation to you.

13. Changes and termination

We may update these terms. Continued use after the updated terms take effect constitutes acceptance. We will note the version and date on this page. Where a change is material, we will also notify registered account admins by email where reasonably practicable.

You may stop using Equos.one and cancel in the billing portal. We may terminate or suspend access for breach, non-payment, or if we discontinue the service. On termination, your licence ends. We may retain data as required by law and as described under data retention.

14. General

These terms are the entire agreement for your use of Equos.one and replace prior terms for that use. Partner program terms, if you join that program, are additional and sit alongside these terms.

If a provision is unenforceable, the rest remains in effect. A failure to enforce a right is not a waiver. You may not assign this agreement without our consent. We may assign it to a successor or related body corporate.

These terms are governed by the laws of Queensland, Australia. The parties submit to the non-exclusive jurisdiction of the courts of Queensland.

15. Contact

EQUOS 9 PROPRIETARY LTD (ABN 53 610 207 817). Questions about these terms: email legal@equos.one or visit https://equos.one/contact/.