

Pay Cat Connect

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ISSUED BY
Hunter Madison Holdings Pty Ltd

DOCUMENT
End User Terms – v1.0

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1. Introduction

These End User Terms (“**Terms**”) govern your access to and use of Pay Cat Connect, including its APIs, calculation engines, outputs, and related services (the “**Service**”), provided by Hunter Madison Holdings Pty Ltd (“**Pay Cat**”, “**we**”, “**us**”, or “**our**”).

By accessing or using the Service, you agree to be bound by these Terms. If you do not agree, you must not use the Service.

2. Definitions

“You” / “your” means the organisation accessing the Service and its employees, contractors, and authorised users.

“Authorised Users” means individuals permitted by you to access the Service.

“Your Data” means all data you provide to the Service, including employee, roster, and timesheet data.

“Outputs” means any calculations, interpretations, reports, or results generated by the Service.

3. Description of the Service

The Service provides API-based award interpretation and calculation tools, including for:

- SCHADS Award
- Aged Care Award
- Health Professionals Award
- Other Modern Awards as added from time to time

The Service processes Your Data to generate Outputs that may assist with:

- indicative payroll calculations;
- cost modelling and forecasting; and
- award interpretation analysis.

4. Nature of the Service

4.1 Informational tool only

The Service is a decision-support tool only and:

- does not perform payroll;
- does not replace payroll systems; and
- does not constitute legal, accounting, payroll, or compliance advice.

4.2 No reliance

You acknowledge and agree that:

- award interpretation is complex and context-dependent;
- Outputs may not reflect all variables (including EBAs, custom rules, or business practices); and
- you must independently review and validate all Outputs before using them.

4.3 No warranty of award compliance

To the maximum extent permitted by law, Pay Cat does not warrant, represent, or guarantee that:

- Outputs are correct, complete, or up to date;
- Outputs comply with any modern award, enterprise agreement, or legislation; or
- use of the Service will result in compliant payroll outcomes.

You acknowledge that:

- compliance with workplace laws and awards remains your sole responsibility; and
- the Service is not a substitute for professional advice or internal review.

5. Your responsibilities

You agree that you will:

- provide accurate, complete, and current data;
- ensure you have all rights and consents to provide Your Data;
- independently verify all Outputs before relying on them;
- ensure compliance with all applicable laws, awards, and obligations; and
- use the Service only for internal business purposes.

You must not:

- rely solely on Outputs for payroll processing or compliance;
- use the Service in a misleading, unlawful, or negligent manner; or
- reverse engineer, replicate, or exploit the Service or its logic.

6. Audit disclaimer

The Service and its Outputs are not designed or intended to be relied upon for:

- Fair Work audits;
- regulatory investigations; or
- legal proceedings,

and must not be used as the sole basis for demonstrating compliance.

You must:

- conduct independent validation; and
- obtain professional advice where required before relying on Outputs for audit or compliance purposes.

7. API usage and access

7.1 API access

Access to the Service may be provided via API credentials or other authentication mechanisms. You must:

- keep all credentials secure;
- not share credentials outside your organisation without approval; and
- be responsible for all activity under your account.

7.2 Usage limits and rate limiting

We may impose usage limits, rate limits, throttling controls, or fair use restrictions at our discretion. We may:

- suspend or restrict access where usage exceeds reasonable or agreed limits; and
- modify limits at any time.

7.3 Prohibited use

You must not:

- overload, disrupt, or attempt to degrade the Service;
- scrape, replicate, or systematically extract Outputs;
- use automated processes in a way that circumvents limits; or
- use the Service to build a competing product.

8. Data and privacy

8.1 Ownership

You retain ownership of Your Data.

8.2 Licence to use data

You grant us a licence to:

- process and use Your Data to provide the Service;
- generate Outputs;
- improve and develop our systems; and
- create de-identified, aggregated analytics.

8.3 Your obligations

You warrant that:

- you have lawful authority to provide all data; and
- you have obtained all required consents.

8.4 Privacy

We handle personal information in accordance with applicable privacy laws and our Privacy Policy.

9. Communications and marketing

You agree that we may contact you using your nominated contact details for:

- service communications;
- updates and operational notices; and
- marketing and promotional communications.

You may opt out of marketing communications at any time.

10. Third-party systems

The Service may depend on third-party systems (e.g. CRMs, payroll platforms). You acknowledge that:

- we are not responsible for third-party systems or their data;
- Outputs depend on the quality of third-party data; and
- service interruptions may occur due to third-party dependencies.

11. Intellectual property

All intellectual property in the Service (including logic, rules, and methodologies) remains the property of Pay Cat or its licensors.

You may use Outputs for internal business purposes only. You must not:

- commercialise, resell, or distribute Outputs; or
- replicate or derive underlying calculation logic.

12. Customisations and additional services

12.1 Custom work

Any custom configurations, rule adjustments, or tailored calculations will be governed by a separate agreement.

12.2 Payroll services

If you engage Pay Cat to process payroll or provide managed services, those services will be governed by separate contractual terms.

13. Disclaimer and limitation of liability

13.1 Disclaimer

To the maximum extent permitted by law:

- the Service is provided “as is” and “as available”; and
- all warranties (express or implied) are excluded.

13.2 Excluded liability

Pay Cat is not liable for any loss arising from:

- reliance on Outputs;
- incorrect or incomplete Your Data;
- payroll processing decisions; or
- compliance breaches, including underpayments or overpayments.

This includes:

- finances, penalties, or regulatory action;
- employee claims; and
- indirect or consequential losses.

13.3 Liability cap

Where liability cannot be excluded, it is limited to:

- the fees paid by you in the 12 months prior to the claim; or
- AUD \$100 if no fees were paid.

14. Indemnity

You indemnify Pay Cat (and its officers, employees, and agents) against any loss, claim, liability, or expense arising from:

- your misuse of the Service;
- your reliance on Outputs without appropriate review;
- any payroll, compliance, or legal issues arising from your use of the Service;
- any breach of these Terms; and
- any claim by a third party (including employees or regulators) relating to your use of the Service or Your Data.

15. Availability and changes

We may:

- modify or update the Service at any time;
- change calculation logic or Outputs; or
- suspend or discontinue the Service (with reasonable notice where possible).

We do not guarantee uninterrupted or error-free operation.

16. Termination

We may suspend or terminate your access if:

- you breach these Terms;
- your use presents risk to us or others; or
- you exceed acceptable use limits.

You may stop using the Service at any time.

17. Confidentiality

Each party must keep confidential any non-public information received from the other and only use it for purposes related to the Service.

18. General

These Terms are governed by the laws of New South Wales, Australia.

Any disputes are subject to the exclusive jurisdiction of NSW courts.

If any provision is invalid, the remainder continues in effect.

We may update these Terms from time to time.

19. Key acknowledgement

BY USING PAY CAT CONNECT, YOU ACKNOWLEDGE THAT:

1. the Service provides award interpretation assistance only;
2. you are solely responsible for payroll accuracy and compliance;
3. Outputs must be independently reviewed before use; and
4. Pay Cat has no liability for reliance on Outputs, except where required by law.