

# Terms of Service

STRUXO Quotes — Version 6.3

Effective date: April 2026

Buildpayz Pty Ltd (trading as Struxo) (ABN 94 672 226 041)

## 2.1 Agreement

By registering for or using Struxo Quotes (the Platform), you agree to be bound by these Terms of Service. If you do not agree, do not use the Platform. These terms constitute a legally binding agreement between you and Buildpayz Pty Ltd (ABN 94 672 226 041) (trading as Struxo).

## 2.2 Eligibility and Permitted Users

The Platform is designed exclusively for use by:

- Licensed builders holding a current residential builder's licence issued by the relevant state or territory licensing authority in Australia
- Licensed trade contractors holding a current licence for their trade in the relevant state or territory in Australia

By registering, you represent and warrant that:

- You are at least 18 years of age
- You hold a current, valid building or trade licence appropriate for the work you are quoting
- Your licence is issued for and covers residential construction work
- You are operating a legitimate building or trade business in Australia
- You are not registering on behalf of a homeowner, owner-builder, end client, architect, or any party that is not a licensed building or trade contractor

> \_The Platform is not for homeowners, owner-builders, end clients, or architects. It is not designed or calibrated for commercial construction, civil construction, or any building sector other than Australian residential construction. Using the Platform outside these permitted categories is a breach of these Terms and may result in immediate account termination. AI outputs generated through the Platform are calibrated for residential construction and will not be accurate for other project types.\_

### 2.2A Disclaimer Regarding Non-Licensed or Ineligible Users

Whilst the Platform is designed exclusively for use by licensed builders and trade contractors operating in the Australian residential construction sector, we cannot guarantee that every user of the Platform holds a current licence, possesses the required professional experience, or uses the Platform in the manner for which it is intended.

We take reasonable steps to communicate eligibility requirements at registration and throughout the Platform. However, we do not independently verify licence or insurance status with state authorities in real time, and we are not in a position to prevent all ineligible persons from accessing or using the Platform.

We accept no liability for loss, damage, or adverse outcomes arising from use of the Platform by persons who do not meet the eligibility requirements set out in section 2.2, or who use the Platform in a manner inconsistent with its intended purpose. This includes, without limitation, use of AI-generated outputs by persons who lack the professional qualifications or experience necessary to review, verify, and take responsibility for those outputs.

> \_If you are aware of an ineligible person using the Platform, please report it to us immediately at [info@struxo.com](mailto:info@struxo.com). We investigate all reports and take appropriate action.\_

## **2.3 Licence and Insurance Obligations**

As a condition of continued use of the Platform, you must:

- Hold a current and valid state-based building or trade licence at all times while using the Platform
- Hold current public liability insurance at all times while using the Platform
- Ensure that any licence or insurance details provided at registration remain accurate and up to date
- Notify us immediately if your licence is suspended, cancelled, or expires and is not renewed
- Only use the Platform to quote on work that falls within the scope of your current licence

By using the Platform, you represent that you hold the licences and insurance described above. We do not independently verify licence or insurance status with state authorities, and we are not responsible for the consequences of unlicensed or uninsured use. If we become aware that a user is operating without a current licence or insurance, we reserve the right to suspend or terminate their account.

> \_Building and trade licensing in Australia is state and territory based. The licence classes, requirements, and scope of work they authorise vary between jurisdictions. It is your responsibility to ensure your licence is current, covers the type of work you are quoting, and is valid in the state or territory where the work will be performed.\_

## **2.4 State and Territory Jurisdiction**

Building and trade licences in Australia are issued on a state and territory basis. A licence issued in one state does not automatically authorise work in another state. By using the Platform to generate quotes or estimates, you represent that:

- You hold a current licence that is valid in the state or territory where the work is to be performed
- The quote or estimate is for work you are legally authorised to carry out in that jurisdiction
- You understand that AI cost data used by the Platform is indexed to Australian residential construction generally, and that regional variations between states, territories, and local areas may not be fully reflected in every output

You must not use the Platform to generate quotes for work in a jurisdiction where you do not hold the required licence, regardless of whether you hold an equivalent licence in another state.

> \_The Platform uses local market data for labour and material costs based on the location you provide for each project. While this data is sourced from current Australian residential construction pricing, all cost assumptions generated by the AI are estimates only. They may not reflect your actual

supplier and subcontractor pricing, local availability, current market fluctuations, or site-specific factors. You must independently verify all cost figures against your own supplier and subcontractor relationships for the specific location of each project. Do not rely on AI cost figures as a substitute for local market knowledge.\_

## **2.5 Account Responsibilities**

You are responsible for:

- Maintaining the security and confidentiality of your account access, including the third-party authentication method (such as Google) used to sign in
- All activity that occurs under your account
- Ensuring that any person who accesses the Platform through your account complies with these Terms
- Notifying us immediately if you suspect unauthorised access to your account

We reserve the right to suspend or terminate accounts where we have reason to believe a breach of these Terms has occurred.

## **2.6 Scope of Permitted Use**

You agree to use the Platform only for its intended purpose: generating, managing, and communicating quotes and estimates for Australian residential building and trade work. You must not use the Platform for:

- Commercial construction, civil construction, infrastructure, or any non-residential building project
- Generating quotes or estimates on behalf of a homeowner, owner-builder, or end client
- Any project outside the scope of your current licence
- Any project in a state or territory where you do not hold a current licence
- Any unlawful, fraudulent, or harmful purpose
- Uploading content that infringes third-party intellectual property rights
- Attempting to reverse engineer, copy, or replicate any part of the Platform or its AI systems
- Transmitting spam, malware, or unsolicited communications
- Sharing your account access with individuals outside your business without our prior written consent

## **2.7 AI-Assisted Outputs and Known Limitations**

The Platform uses AI-assisted technology to help generate estimates and quotes. Before using any Platform output, you must understand the following:

> \_AI systems can generate outputs that appear plausible, internally consistent, and professionally formatted but that are factually incorrect. This includes line items, quantities, material specifications, and cost figures that look reasonable on their face but do not accurately reflect the project or current market conditions. This is a known characteristic of AI technology. The appearance of accuracy is not a guarantee of accuracy. You must not rely on Platform outputs at face value, regardless of how

complete or reasonable they appear.\_

The AI works from the information you provide. It cannot assess site conditions, soil types, access constraints, council requirements, or any factor not present in the documents you upload. AI outputs generated through this Platform are calibrated for Australian residential construction only and will not be accurate for commercial, civil, or other non-residential projects.

The Platform takes into account local market labour and material costs based on the project location you provide. However, all cost assumptions, quantities, specifications, and scope items generated by the AI are estimates only and must not be relied upon without independent professional verification. Local market data may not reflect your specific supplier relationships, current availability, recent price movements, or site-specific requirements.

> \_All outputs generated by the Platform are indicative estimates only. They must be independently reviewed, verified, and approved by you before being relied upon, provided to any client, or used as the basis for any contract or financial commitment, including outputs that appear accurate but may contain errors not detectable without independent professional verification.\_

## **2.8 In-Platform Verification Step**

To support responsible use of AI-assisted outputs, the Platform includes mandatory verification checkpoints at key points in the workflow --- including before any quote or estimate is sent to a client. At each checkpoint, you are required to confirm that you have personally reviewed and verified the relevant outputs.

By completing a verification step, you confirm that:

- You have reviewed the AI-generated content in that section
- You have applied your own professional judgment, knowledge, and experience to assess its accuracy
- You have adjusted or corrected any items that do not reflect the actual requirements of the job
- You accept professional responsibility for the accuracy and completeness of the content being sent

> \_Completing a verification step without having actually reviewed and verified the content is a breach of these Terms and of the Acceptable Use Policy. The Platform logs a timestamped record of each verification step completion. You are solely responsible for the accuracy of any quote or estimate sent to a client, regardless of whether the content was AI-generated.\_

## **2.9 Scope of Works and Client Communications**

When a quote or estimate is sent to a client through the Platform, you are responsible for ensuring that the scope of works accurately and completely describes the work to be performed, including any verbal agreements, variations, or inclusions discussed with the client that are not reflected in the uploaded plans.

The Platform generates scope descriptions based on the documents you upload. It cannot capture:

- Verbal agreements or understandings between you and the client
- Work discussed but not drawn on the plans
- Variations agreed after plans were prepared

- Client expectations that differ from what is documented

Scope of works disputes are a primary cause of residential building disputes in Australia. You must not send a quote or estimate to a client without confirming that the scope of works accurately reflects everything that has been agreed. If there is any gap between what is documented and what has been discussed, you must resolve that gap before issuing the quote.

> \_Platform outputs are not residential building contracts. They are estimates and scope documents to assist your quoting process. Any binding residential building contract must comply with the applicable home building legislation in your state or territory, including requirements for written contracts, cooling off periods, and mandatory insurance disclosures. These are your obligations as the licensed builder.\_

## **2.10 Trades Subcontractor Responsibility**

Where a trade contractor submits a quote through the Platform that is incorporated into a builder's estimate:

- The trade contractor is responsible for the accuracy of their quoted scope and pricing
- The builder incorporating that trades quote into their estimate remains solely responsible for the accuracy and completeness of the final quote issued to the client
- The Platform does not verify or validate the accuracy of trades quotes submitted by subcontractors
- A builder who incorporates a trades quote without reviewing it is not absolved of responsibility for errors in that quote

If a trades quote contains an error and that error is incorporated into a final client quote without being identified during the builder's review, responsibility for that error rests with the builder who issued the quote, not with the trade who submitted it or with the Platform.

## **2.11 User Responsibility for Accuracy**

You, as the qualified and licensed professional, are solely responsible for the accuracy and completeness of any quote or estimate you issue through the Platform. We are not liable for any loss, cost, dispute, or damage arising from your reliance on Platform outputs without appropriate review and verification. See our AI Use Policy for full details of what the AI can and cannot do.

## **2.12 Intellectual Property**

All intellectual property in the Platform, including its software, AI systems, design, and content, remains the property of the company. Your data, plans, and documents remain your property. You grant us a limited licence to process your data solely for the purpose of providing the Platform services to you.

Outputs generated by the Platform --- including estimates, quotes, and scope documents --- are owned by you, subject to your responsibility to review and verify their accuracy before use. You must not use the Platform to generate outputs that replicate proprietary building designs without holding the appropriate rights to those designs.

## **2.13 Prohibited Representations**

The Platform must not be used to generate quotes, estimates, or scope documents that intentionally misrepresent the scope of work, pricing, or compliance with applicable building regulations or standards. Use of Platform outputs to mislead or deceive clients may constitute a breach of the Australian Consumer Law and these Terms, and may result in account suspension or termination.

## **2.14 Export Control and Sanctions**

You must not access or use the Platform in violation of Australian sanctions laws or export control regulations. By using the Platform, you represent that you are not located in, or acting on behalf of any person or entity in, a country or territory that is subject to Australian Government sanctions.

## **2.15 Fees, Payment and Refunds**

Use of the Platform is subject to the subscription fees and credit packages set out on our website. Fees are billed in advance and credits are purchased on a prepaid basis.

You may cancel your subscription at any time. Upon cancellation, you will retain access to the Platform for the remainder of your current billing period. Subscription fees already paid and credits already purchased in a given billing period are non-refundable except where:

- The Platform has been materially unavailable or non-functional for five or more consecutive days during the billing period, through no fault of the user
- A billing error or duplicate charge has occurred, in which case we will process a correction or refund within 14 business days of being notified
- Your account has been terminated by us without cause (i.e. not as a result of a breach of these Terms or any applicable policy)
- You are entitled to a remedy under the Australian Consumer Law, including where the Platform fails to meet a consumer guarantee that cannot be excluded by contract

Refund requests must be submitted in writing to [info@struxo.com](mailto:info@struxo.com) within 30 days of the relevant charge. We will assess each request on its merits and respond within 14 business days. Where a refund is approved, it will be processed to the original payment method.

We reserve the right to change our fees with 30 days' notice. Continued use after notice constitutes acceptance of the new fees.

## **2.16 Suspension and Termination**

We may suspend or terminate your access to the Platform at any time if you breach these Terms, fail to pay applicable fees, use the Platform outside its permitted scope, or if we are required to do so by law. You may cancel your subscription at any time. Upon termination, your data will be retained in accordance with our Data Handling Policy and then securely deleted.

## **2.17 Limitation of Liability**

To the maximum extent permitted by law, our liability to you for any loss or damage arising from your use of the Platform is limited to the fees you paid to us in the twelve months preceding the event giving rise to the claim. We are not liable for indirect, consequential, or incidental loss of any kind, including loss arising from inaccuracies in AI-generated outputs that were not detected during the required verification process, loss arising from use of the Platform outside its permitted residential

construction scope, loss arising from scope of works disputes with clients, or loss arising from use of the Platform by persons who do not meet the eligibility requirements. Without limiting the generality of this clause, see also Section 4.11 of the AI Use Policy regarding liability for AI-generated outputs.

Nothing in these Terms limits any rights you may have under the Australian Consumer Law that cannot be excluded by contract.

## **2.18 Indemnification**

You agree to indemnify, defend, and hold harmless Buildpayz Pty Ltd (trading as Struxo), its directors, officers, employees, and agents from and against any claims, liabilities, damages, losses, costs, or expenses (including reasonable legal fees) arising out of or in connection with: (a) your use of the Platform or any AI-generated outputs, including any claim by a third party (such as a client, homeowner, or subcontractor) arising from a quote or estimate you issued using the Platform; (b) your failure to review, verify, or correct AI-generated outputs before use or transmission to a client; (c) your breach of these Terms, the Acceptable Use Policy, or any applicable law; (d) your use of the Platform for any purpose outside Australian residential construction or outside the scope of your licence; or (e) any misrepresentation of your licence status, insurance status, or professional qualifications. This indemnification obligation survives termination of your account and these Terms.

## **2.19 Governing Law**

These Terms are governed by the laws of New South Wales, Australia. Any disputes arising from these Terms will be subject to the exclusive jurisdiction of the courts of New South Wales.

## **2.20 Changes to These Terms**

We may update these Terms from time to time. Material changes will be communicated to you by email or via the Platform with at least 14 days' notice before taking effect.

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