

SiteCheck – Terms of Use

Effective date: 11/09/2026 **Who we are:** Synergy Safety Solutions (ABN [11672184833]), Arthur Drive, Parkhurst, Queensland, Australia (“Synergy”, “we”, “us”).
Privacy contact: info@synergysafetysolutions.com.au

1. Agreement

By creating an account, starting a trial, or using SiteCheck (the “Service”), you agree to these Terms and our Privacy Policy. If you are using the Service for a business, you confirm you are authorised to bind that business, and “you” means that business.

2. What SiteCheck is – and is not

2.1 SiteCheck is a self-assessment and record-keeping tool for construction work health and safety in Queensland. It provides checklists, plain-language guidance, document templates, an AI question-answering assistant (“Ask WHS”), and record storage.

2.2 SiteCheck is not legal advice, a safety audit by a competent person, or a guarantee of compliance. Content is based on the Work Health and Safety Act 2011 (Qld), the Work Health and Safety Regulation 2011 (Qld), Queensland Codes of Practice and related standards as understood by Synergy at the time of publication. Legislation changes. You remain solely responsible for compliance with all laws applying to your work, for the accuracy of anything you enter, and for decisions made on your sites.

2.3 Penalty amounts, infringement codes and legislative references are indicative and provided for information only. They may be out of date or not apply to your circumstances. Only the regulator and the courts determine penalties.

2.4 Ask WHS uses artificial intelligence. Answers are generated from SiteCheck content and general knowledge of Queensland WHS law and may be incomplete or wrong. Always verify with the current legislation, Workplace Health and Safety Queensland, or a competent person before acting.

2.5 Documents generated by SiteCheck are templates completed with your information. They become your documents. You are responsible for ensuring they are accurate, complete and suitable for the work, and for consulting workers as the law requires.

3. Accounts

3.1 You must provide accurate details and keep them current. You are responsible for all activity under your account and for keeping your login details secure.

3.2 Account owners on plans that include additional users are responsible for the users they invite and the permissions they grant.

3.3 You must be at least 18 years old.

4. Trials, subscriptions and payment

4.1 **Trial.** The trial provides limited access for 3 days for a one-off fee of A\$7.99 (inclusive of GST). At the end of the trial your chosen plan starts automatically and your payment method is charged the monthly plan fee, unless you cancel before the trial ends via Settings → Manage billing.

4.2 **Subscriptions** are billed monthly in advance in Australian dollars, inclusive of GST, to the payment method you provide. Payments are processed by Stripe; we do not store your card details.

4.3 **Cancellation.** You may cancel at any time via Settings → Manage billing. Cancellation takes effect at the end of the current billing period; you keep access until then. No refunds are given for partial months except where required by law.

4.4 **Price changes.** We may change plan prices with at least 30 days' notice by email. Continuing to use the Service after the change takes effect means you accept the new price.

4.5 **Failed payments.** If a payment fails we may suspend access until it is resolved. Your data is retained during suspension in accordance with clause 8.

4.6 Nothing in these Terms excludes your rights under the Australian Consumer Law.

5. Acceptable use

You must not: use the Service for any unlawful purpose; upload unlawful, infringing or harmful content; attempt to access other users' data or the Service's systems; copy, scrape, resell, sublicense or redistribute SiteCheck content, checklists, templates or Ask WHS outputs other than for your own business's use; use automated tools to extract content; or interfere with the Service's operation.

6. Your content and data

6.1 You own the information you enter and the documents, audits, photos and signatures you create ("Your Content"). You grant us a licence to store, process and display Your Content solely to provide the Service to you and as described in the Privacy Policy.

6.2 You are responsible for having the right to upload any content, including photographs of people and workers' personal information, and for meeting your own privacy obligations to your workers.

6.3 We may use de-identified, aggregated usage data (for example, which checklist items are most often non-compliant) to improve the Service and content. This will not identify you, your business or your workers.

7. Our content and intellectual property

The Service, its software, checklists, plain-language content, templates, branding and all related intellectual property are owned by or licensed to Synergy. Legislation and regulator materials remain the property of their owners. You receive a limited, non-exclusive, non-

transferable right to use the Service for your business while your subscription is active. Documents you generate carry a “Prepared using SiteCheck by Synergy Safety Solutions” line, which you agree not to remove.

8. Data retention and deletion

8.1 Your data is retained while your account is active. After cancellation, data is retained for 90 days so you can reactivate or export it, then deleted. You may export or delete your data at any time via Settings.

8.2 You are responsible for exporting any records you are legally required to keep (for example, records that must be kept for 2, 5, 30 or 40 years under WHS law) before deleting your account or letting it lapse. SiteCheck is not a statutory archive.

9. Availability and changes

We aim for high availability but do not guarantee the Service will be uninterrupted or error-free. We may modify, add or remove features, and we update content when legislation changes, but we do not guarantee that content is current at any given time.

10. Limitation of liability

10.1 To the extent permitted by law, the Service is provided “as is”. We exclude all warranties, conditions and guarantees not expressly stated in these Terms.

10.2 To the extent permitted by law, we are not liable for any loss or damage (including loss of profit, business, data, or any fine, penalty, prosecution, injury, death or property damage) arising from your use of or reliance on the Service, its content, documents or Ask WHS answers.

10.3 Where liability cannot be excluded, our total liability to you is limited, at our option, to re-supplying the Service or paying the cost of re-supply, and in any case to the fees you paid in the 12 months before the claim.

10.4 Nothing in this clause limits your rights under the Australian Consumer Law, including consumer guarantees that cannot be excluded.

11. Indemnity

You indemnify Synergy against claims, losses and costs arising from your breach of these Terms, your use of the Service, or the accuracy or use of Your Content and documents you generate.

12. Termination

We may suspend or terminate your access if you breach these Terms, fail to pay, or use the Service in a way that risks harm to us or others. You may terminate by cancelling your subscription and deleting your account.

13. General

These Terms are governed by the laws of Queensland, Australia, and you submit to the courts of Queensland. If any part is unenforceable, the rest continues. We may update these Terms by posting a new version and notifying you by email; continued use after 14 days means acceptance. Questions: [email].