



## General Terms & Conditions

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## Introduction

These General Terms & Conditions (“Terms”) govern access to and use of the BIMWatcher platform (“Service”) provided by BIMWatcher Pty Ltd (ABN 37 668 213 509) (“Provider”). By registering for, accessing, or using the Service, the customer (“Customer”) agrees to be bound by these Terms. If access is granted on behalf of an organization, the individual accepting these Terms represents that they have authority to bind that organization.

The Service is provided on a subscription basis and is intended for professional use in reviewing, validating, and extracting information from customer-controlled model data. These Terms establish the rights, responsibilities, and limitations applicable to both parties.



## 1. Definitions

For the purposes of these Terms:

**Service** means the BIMWatcher web-based platform, including its viewer, validation interface, schemas delivery mechanism, and related functionality provided by the Provider.

**Customer** means any individual or legal entity that registers for or uses the Service.

**Subscription** means an active license granting the Customer access to the Service under a defined usage tier.

**Workspace** means a customer-controlled configuration environment within the Service containing validation schemas, schedules, and related settings.

**Schema** means a set of customer-defined validation rules or requirements used to assess model information.

**Schedule** means customer-defined configuration for extracting or organizing model data.

**Validation Output** means reports, certificates, or results generated by the Service based on customer-defined schemas.

**Third-Party Services** means external platforms, integrations, or identity providers that interoperate with the Service but are not controlled by the Provider.

**Authentication Session** means a temporary access state established through email-based login or third-party identity verification.

**Business Day** means a day other than a weekend or public holiday in the jurisdiction where the Provider operates.

**Terms** means this agreement, including any updates issued by the Provider.

Words importing the singular include the plural and vice versa, and headings are for convenience only and do not affect interpretation.



## 2. Scope of Services

The Service provides a web-based model viewing and validation platform that enables users to load and interact with their own model data locally, including navigation, structured browsing, property review, and visibility controls. Its primary purpose is validation of model information requirements through an interactive review interface and extraction of model data based on customer-defined criteria, for which the Service may generate encrypted validation outputs.

The Provider hosts and delivers the application interface and validation schemas. All model processing, validation, and data handling occur on the customer's device, and no customer model data is transmitted to or stored on the Provider's systems.

Access to the Service requires registration using a valid email address. The Provider does not store passwords. Authentication is performed through one-time login links or tokens issued to the registered email address and may be temporarily stored in browser cookies to maintain an authenticated session. The Service may also support authentication through third-party identity providers, including Microsoft and Google.

Customers are responsible for ensuring that authentication details remain accurate and that access to authenticated sessions is appropriately controlled. Customers are responsible for all activity conducted under their authenticated access and must use the Service in compliance with applicable laws and internal policies.

The Service may integrate with supported third-party platforms, including Autodesk ACC and ASite, which are provided on a best-effort basis and remain subject to the availability and terms of those third parties.

The Provider may modify, enhance, or add features to the Service at its discretion. The Service does not include implementation, consulting, or managed services, except for limited onboarding assistance. Customers are responsible for configuration, use, and determining the suitability of the Service for their intended purposes.

## 3. Licensing, Subscriptions & Fees

Access to the Service is provided under a subscription license model. Available license types include user-based, workspace/project-based, and enterprise subscriptions, each defined by permitted usage scope, number of users, and validation schema configuration. Customers must use the Service within the limits of their selected subscription tier.

Subscriptions may be billed monthly or annually in advance. Annual subscriptions may be offered at discounted rates. Payment terms are thirty (30) days from the invoice date unless otherwise agreed in writing.



Subscriptions do not automatically renew. Continued access requires timely renewal and payment. The Provider may suspend access to user-based or workspace subscriptions where payment is overdue. Grace periods may be granted at the Provider's discretion on a case-by-case basis.

Fees are non-refundable except where required by applicable law. Customers are responsible for all applicable taxes, duties, or charges associated with their subscription.

## 4. Service Operation & Support

The Provider will use commercially reasonable efforts to make the Service available on a continuous basis. Service availability is provided on a best-effort basis and is not guaranteed. Planned or unplanned interruptions may occur, and the Provider aims to limit total service unavailability to no more than approximately one (1) day per calendar year, excluding interruptions caused by third-party systems or factors outside the Provider's control. Where reasonably practicable, the Provider will provide notice of material service interruptions.

The Provider may deploy updates, improvements, or modifications to the Service at any time. Changes intended to maintain backward compatibility may be applied without notice. Where an update is expected to materially affect compatibility or usage, the Provider will use reasonable efforts to notify customers and, where feasible, provide an opt-in transition period.

Support is provided via email. The Provider will use reasonable efforts to acknowledge support requests within twenty-four (24) business hours and to respond within two (2) business days. Support is limited to assessing reported issues and taking reasonable steps to address Service-related problems. The Service does not include dedicated consulting, customization, or managed support services.

Customers acknowledge that Service performance and validation outcomes depend on customer-controlled environments, including hardware, software, network conditions, and the quality and structure of customer data. The Provider is not responsible for results affected by such factors.

The Service may rely on third-party platforms, integrations, identity providers, or infrastructure. The Provider is not responsible for outages, changes, or performance issues originating from third parties. Notifications of outages or incidents will be provided where required by applicable law, certification obligations, or regulatory requirements.

## 5. Customer Data, Privacy & Security

Customers retain full ownership of all model files, datasets, and validation content processed through the Service. All model loading, processing, validation, and certificate



generation occur locally on the customer's device. The Provider does not access, transmit, or store customer model data as part of normal Service operation.

The Provider stores only limited operational information necessary to deliver the Service, including account email details, licensing information, validation schemas, customer-defined schedule configurations, and anonymized technical logs. The Service may collect anonymized telemetry data to improve functionality, performance, and reliability. Such telemetry does not include customer model content or personally identifiable information beyond what is required for account administration.

The Provider processes personal information in accordance with its published privacy and information security policies, including BW-CMS-PIT002 (Information Security Policy), and maintains practices aligned with applicable data protection frameworks, including the GDPR and the Australian Privacy Act. Customers remain responsible for ensuring that their own use of the Service complies with applicable privacy and data protection obligations.

The Provider implements security practices consistent with its secure software development framework, including BW-CMS-PIT011, and applies commercially reasonable safeguards designed to protect Service infrastructure and stored operational data. Because model data is processed locally, customers are responsible for maintaining appropriate security controls within their own environments, including endpoint protection, access management, and data integrity measures.

The Provider does not guarantee that the Service will be immune from security incidents, unauthorized access attempts, or external threats. Customers acknowledge that no online service can provide absolute security and agree to use the Service in a manner consistent with their internal risk management and security policies.

## 6. Intellectual Property & Platform Rights

The Service, including its software viewer, platform architecture, user interface, workflows, branding, and associated documentation, is and remains the exclusive intellectual property of the Provider and its licensors. Except for the limited rights expressly granted under these Terms, no ownership or proprietary rights are transferred to the customer.

Customers retain full ownership of their validation schemas, schedule configurations, model data, and any outputs generated through use of the Service, including validation certificates. The Provider does not claim ownership of, access to, or rights to distribute customer-created schemas or configurations.

Subject to an active subscription, the Provider grants customers a non-exclusive, non-transferable license to access and use the Service in accordance with their selected subscription tier. Workspace subscription owners may authorize access to the Service



for an unlimited number of users, whether internal or external to their organization, within the scope of that workspace. Enterprise subscriptions may include additional rights, including branding customization, as agreed in writing.

Customers may embed or integrate the viewer component within their own systems or workflows where technically supported. Customers must not reverse engineer, decompile, or attempt to extract proprietary source code or core platform logic, nor bypass licensing controls or resell access to the Service as a standalone commercial offering.

Customers are free to use, distribute, and rely on outputs generated through the Service without restriction. Feedback, suggestions, or improvement requests voluntarily submitted to the Provider may be used, implemented, and shared by the Provider without obligation or compensation.

## 7. Third-Party Services & Integrations

The Service may interoperate with third-party platforms, identity providers, or external systems, including but not limited to Autodesk ACC, ASite, Microsoft, and Google. These integrations are provided as convenience features to support customer workflows and are dependent on the continued availability, compatibility, and performance of those third-party services.

Customers are responsible for maintaining their own accounts, licenses, permissions, and compliance obligations with any third-party providers. Use of such services remains subject to the applicable third-party terms and conditions. The Provider does not act as a data processor or intermediary for customer model data exchanged through third-party integrations, as model processing and validation occur locally on the customer's device.

The Provider will use reasonable efforts to maintain compatibility with supported integrations but does not guarantee uninterrupted operation where changes, outages, or technical limitations originate from third-party platforms. Authentication workflows relying on external identity providers are similarly dependent on those providers' availability and security controls.

The Provider may modify or discontinue an integration where necessary due to technical, legal, or operational considerations. Where reasonably practicable, customers will be provided with advance notice of material changes affecting supported integrations.

## 8. Warranties & Disclaimers

The Service is provided on an "as is" and "as available" basis. Except as expressly stated in these Terms, the Provider makes no representations or warranties, whether express, implied, statutory, or otherwise, regarding the Service, including any implied warranties of merchantability, fitness for a particular purpose, or non-infringement.



Validation outcomes generated by the Service are dependent on customer-defined schemas, configuration, and the quality and structure of customer-supplied data. The Provider warrants only that the Service will perform validation checks in accordance with the logic defined within those customer-provided rules when operating under normal conditions. The Service does not guarantee engineering accuracy, regulatory approval, or suitability for design, construction, or compliance decisions beyond the execution of configured validation logic. Customers are responsible for independently reviewing and confirming validation results, configurations, and outputs prior to reliance.

Nothing in these Terms excludes warranties that cannot be lawfully excluded under applicable law. Where such warranties apply, they are limited to the minimum extent permitted.

## 9. Liability & Indemnity

To the maximum extent permitted by law, the Provider's total aggregate liability arising out of or in connection with the Service or these Terms, whether in contract, tort (including negligence), statute, or otherwise, is limited to the total fees paid by the customer for the Service during the twelve (12) months preceding the event giving rise to the claim.

The Provider will not be liable for any indirect, incidental, consequential, special, or punitive damages, including loss of profits, business interruption, loss of data, or loss of opportunity, even if advised of the possibility of such damages. The Provider is not responsible for damages resulting from customer configuration, schema design, local environment issues, third-party integrations, or reliance on validation outputs beyond their intended purpose.

The customer agrees to indemnify and hold the Provider harmless from claims arising from the customer's misuse of the Service, violation of these Terms, infringement of third-party rights through customer-supplied data or schemas, or unlawful or unauthorized use of the Service by individuals acting under the customer's access.

Nothing in these Terms limits liability for death or personal injury caused by negligence, fraud, or any liability that cannot be excluded or limited under applicable law.

## 10. Termination & Changes

Customer access to the Service continues for the duration of an active subscription as defined in section 2. The Provider may suspend or restrict access to the Service as defined under section 2 or if account misuse is reasonably suspected, or continued access presents security, legal, or operational risk. Suspension does not relieve customers of outstanding payment obligations.



Either party may terminate access immediately where the other party materially breaches these Terms and fails to remedy the breach within a reasonable notice period, where remediation is possible.

The Provider may modify, update, or discontinue aspects of the Service where required for technical, legal, or business reasons. Where a change materially affects Service functionality or customer access, the Provider will use reasonable efforts to provide advance notice.

The Provider may update these Terms from time to time. Continued use of the Service after notice of updated Terms constitutes acceptance of the revised Terms. If a customer does not agree to material changes, their sole remedy is to discontinue use of the Service at the end of the current subscription term.

Upon termination or expiration, customer access to the Service will cease. Sections intended to survive termination, including intellectual property, liability limitations, and confidentiality obligations, remain in effect.

Customer can download or request a copy of the configuration of a workspace (schema and scheduler) up to thirty (30) days after expiry of the workspace, after which that information may be irreversibly deleted.

## 11. General Legal Terms

These Terms constitute the entire agreement between the parties regarding the Service and supersede all prior discussions, proposals, or agreements relating to the same subject matter. Any waiver of a provision must be in writing and applies only to the specific instance identified.

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect. A failure or delay in enforcing any right under these Terms does not constitute a waiver of that right.

Each party agrees to maintain the confidentiality of non-public information received from the other in connection with the Service and to use such information solely for purposes consistent with these Terms.

Neither party is liable for failure or delay in performance caused by events beyond reasonable control, including natural disasters, infrastructure failures, labor disputes, or governmental actions.

Customers may not assign or transfer their rights or obligations under these Terms without the Provider's prior written consent, except as part of a corporate restructure or sale of substantially all assets. The Provider may assign these Terms as part of a business transfer or restructuring with notice to the customer.



Notices under these Terms may be delivered electronically to registered account contacts or published through the Service.

These Terms are governed by the laws of the applicable jurisdiction where the Provider is established, excluding conflict-of-law principles. The parties agree to attempt good-faith resolution of disputes before pursuing formal legal remedies.

Any provisions which by their nature should survive termination — including intellectual property protections, confidentiality, liability limitations, and dispute provisions — will remain in effect after termination.