

Terms of Service

Effective date: November 1, 2025

Entity: 99 Risks Pty Ltd trading as GuardRail (“GuardRail”, “we”, “us”, “our”)

These Terms of Service (“Terms”) govern access to and use of the GuardRail website, platform, applications, APIs, reports, reminders, communications, and related services (collectively, the “Services”).

By accessing or using the Services you agree to these Terms. If you use the Services on behalf of an organisation, you represent that you have authority to bind that organisation.

Nature of the Services

GuardRail provides a software platform designed to assist organisations in recording and managing vendor oversight information including vendor registers, reminders, declarations, governance notes, documents, and reports.

GuardRail is a **record-keeping and decision-support platform only**.

GuardRail:

- does not audit vendors,
- does not certify vendors,
- does not guarantee compliance with laws or regulations,
- does not verify vendor information unless explicitly stated,
- does not provide legal, financial, insurance, or compliance advice,
- does not guarantee vendor suitability for any purpose

The Services are intended to support governance processes but **do not replace organisational due diligence or professional advice**.

Decision Responsibility

GuardRail does **not make decisions on behalf of users**.

All vendor approvals, vendor onboarding, risk acceptance decisions, governance actions, and reliance on information stored in the platform remain the **sole responsibility of the organisation using the Services**.

Users must independently assess vendor information, contractual arrangements, and operational dependencies before making decisions.

Vendor Information Disclaimer

Vendor profiles, declarations, documents, and supporting information may be submitted or supplied by vendors or by client organisations.

Unless explicitly stated otherwise:

- GuardRail does not independently verify vendor-supplied information,
- GuardRail does not guarantee accuracy or completeness of vendor data,
- GuardRail does not guarantee vendor compliance with any law, regulation, framework, or standard

Organisations must perform their own due diligence and verification before relying on vendors' information.

Risk Scoring Disclaimer

The platform may generate risk scores, ratings, commentary, confidence indicators, or similar outputs based on system rules and available data.

These outputs:

- are **automated decision-support indicators only**,
- are **not audits or certifications**,
- are **not legal or professional advice**,
- should **not be relied upon as the sole basis for governance or procurement decisions**

Users must apply independent judgment when interpreting risk outputs.

Reminder and Compliance Tracking Disclaimer

GuardRail may provide reminder notifications or compliance tracking tools.

GuardRail does not guarantee that reminders will be delivered, received, or acted upon.

GuardRail does not guarantee that vendor documents, insurance, licenses, or certifications remain valid.

Organisations remain responsible for verifying vendor compliance and monitoring vendor obligations.

Eligibility

You must be at least 18 years old and legally capable of entering binding agreements to use the Services.

Accounts

Users must provide accurate account information and keep it up to date.

You are responsible for:

- safeguarding login credentials,
- maintaining appropriate user access controls,
- activities that occur under your account

You must notify GuardRail if you suspect unauthorized access.

Organisation Accounts

GuardRail allows organisations to create accounts and invite users or vendors.

Organisations are responsible for:

- ensuring authorised users only are invited,
- managing internal access permissions,

- reviewing vendor information before relying on it

Client and Vendor Roles

The platform may support different user roles including client organisations and vendor organisations.

Client organisations determine:

- which vendors are invited,
- what information is required,
- how vendor risk is assessed

Vendor organisations are responsible for ensuring that information they provide is accurate and updated when circumstances change.

Trials

GuardRail may offer trial access to certain features. Trial duration and functionality may change or be withdrawn at any time.

At the end of a trial, continued access may require a paid membership.

Memberships

Some Services require paid memberships. Pricing, billing frequency, and plan features will be displayed at the time of purchase.

Memberships may renew automatically unless cancelled before the renewal date.

Plan Transitions

If an organisation transitions between vendor and client membership types, GuardRail may apply service credits toward upgraded plans where applicable.

Acceptable Use

Users must comply with the Acceptable Use Policy and must not:

- upload malicious software,
- attempt to bypass security,
- impersonate organisations or individuals,
- use the platform to send spam or unsolicited communications,
- upload unlawful or infringing content

GuardRail may suspend accounts for violations.

Customer Data

Customers retain ownership of data they submit to the Services (“Customer Data”).

You grant GuardRail a limited license to host, process, and transmit Customer Data as necessary to provide the Services.

Aggregated Data

GuardRail may create aggregated or anonymized analytics derived from system usage that do not identify organisations or individuals.

Intellectual Property

GuardRail retains ownership of all platform software, architecture, workflows, design, and intellectual property associated with the Services.

Service Availability

GuardRail will make reasonable efforts to maintain platform availability but does not guarantee uninterrupted service.

Security

GuardRail implements reasonable administrative, technical, and organisational safeguards to protect customer data.

However, no system is completely secure.

Third-Party Services

The Services may rely on third-party providers such as hosting, payment processing, email delivery, and analytics providers.

GuardRail is not responsible for failures or actions of third-party providers except where required by law.

Suspension

GuardRail may suspend access if:

- these Terms are breached,
- security risks arise,
- payment obligations are not met,
- misuse of the Services is suspected

Termination

You may stop using the Services at any time. GuardRail may terminate accounts for material breaches of these Terms.

Limitation of Liability

To the maximum extent permitted by law:

GuardRail will not be liable for indirect, incidental, consequential, or punitive damages including loss of profits, revenue, data, or business opportunity.

GuardRail's total liability arising from the Services will not exceed the amount paid by the customer to GuardRail in the previous 12 months or AUD \$100 where no fees were paid.

Nothing in these Terms excludes non-excludable rights under applicable law.

Indemnity

You agree to indemnify GuardRail against claims arising from:

- your misuse of the Services,
- unlawful or misleading data submitted to the platform,
- your breach of these Terms

Governing Law

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

Changes to Terms

GuardRail may update these Terms periodically. Continued use of the Services after updates constitutes acceptance.

Contact

For legal notices or support contact: support@guardrail.club