

COMMUNITY HRMS

TERMS AND CONDITIONS

Last updated: 31 August 2026

IMPORTANT: This is a temporary working draft for the Community HRMS website. It should be reviewed and approved by the business owner and, where appropriate, an Australian legal professional before publication.

1. About These Terms

These Terms and Conditions (“Terms”) govern access to and use of the Community HRMS website, application and related services (“Service”) provided by Community HR (“we”, “us”, “our”). By registering for, accessing or using the Service, you agree to these Terms.

2. The Community HRMS Service

Community HRMS is a human resources management platform designed to help organisations manage employee and HR-related information and workflows. Features may include employee management, leave management, payroll-related information, documents, reporting, learning/training functionality, billing and third-party integrations. Features may vary by subscription plan and may be changed, improved, suspended or discontinued.

3. Employer and Tenant Accounts

Each employer organisation (“Tenant”) is responsible for its account and authorised users. The Tenant must provide accurate information, protect account credentials, manage user permissions, and ensure its users comply with these Terms. The Tenant must promptly notify us of suspected unauthorised access or security incidents.

4. Employee and Personal Information

Community HRMS may contain personal and employment information supplied by employers and authorised users. The employer or Tenant remains responsible for determining what information is collected and processed and for ensuring it has the necessary authority and complies with applicable laws.

5. Subscriptions and Fees

Paid features require a subscription. Plans, prices, billing periods and included features are shown or otherwise communicated at purchase. Unless otherwise stated, subscriptions may renew automatically until cancelled. Applicable taxes, including GST where required, may be added to charges.

6. Billing and Payment Processing

Payments and subscription billing may be processed through third-party providers such as Stripe. Community HRMS does not store complete payment card details where payment processing is handled by the provider. Customers may manage payment methods, invoices and subscription settings through the available billing portal. Failed payments may result in restricted access, suspension or cancellation.

7. Cancellation and Suspension

Customers may cancel subscriptions using the cancellation mechanisms provided. We may suspend or restrict access for overdue payment, security risks, breaches of these Terms, legal requirements, or where reasonably necessary to protect the Service or users. Where practicable, notice will be provided before suspension.

8. Third-Party Integrations

Community HRMS may integrate with third-party services including accounting, payroll, payment and learning platforms. Use of such services is subject to the provider's own terms, privacy policies, availability and technical requirements. We are not responsible for outages, changes, restrictions or failures caused by third-party providers. Tenants are responsible for maintaining required third-party accounts and authorisations.

9. Xero and Payroll Integration

Where the Xero Payroll integration is enabled, Community HRMS may exchange agreed data such as employee leave balances, approved leave applications and payslip information. Unless expressly stated otherwise, Community HRMS does not replace the customer's payroll or accounting system and does not perform payroll calculations, tax calculations, STP processing, superannuation processing, banking, pay-run processing or other payroll functions that remain the responsibility of the applicable system. Customers remain responsible for reviewing exchanged information and maintaining accurate payroll records.

10. Acceptable Use

You must not use the Service to violate applicable laws; obtain unauthorised access; upload malicious code; interfere with security or operation; reverse engineer or circumvent access controls; infringe another person's rights; or otherwise use the Service in a way that could reasonably harm the Service or other users.

11. Customer Data

Subject to applicable law and any separate agreement, the customer retains responsibility and rights in data submitted to Community HRMS ("Customer Data"). You grant us the permissions reasonably necessary to host, process, transmit, back up and provide the

Service. We may use aggregated or de-identified information for operational, security, analytical and service-improvement purposes where permitted by law.

12. Intellectual Property

The Community HRMS software, website, branding, interface, documentation and related materials are owned by or licensed to Community HRMS and protected by applicable intellectual property laws. Except as expressly permitted by these Terms or a separate written agreement, you may not copy, modify, distribute, sell, sublicense, reverse engineer or create derivative works from the Service.

13. Availability and Changes

We aim to provide a reliable Service but do not guarantee uninterrupted or error-free availability. The Service may be unavailable because of maintenance, upgrades, security measures, infrastructure failures, third-party interruptions or circumstances outside our reasonable control. Features may be modified or updated from time to time.

14. Backups and Customer Responsibility

We may maintain backups as part of operating the Service, but customers should maintain appropriate copies of important records where necessary. Customers remain responsible for verifying the accuracy of data entered into the Service and retaining records required for business, employment, tax, payroll or legal obligations.

15. Disclaimer

The Service is a software platform and is not a substitute for professional legal, accounting, payroll, tax, employment or financial advice. Information, calculations, reports and third-party integration data should be reviewed where appropriate before being relied upon for statutory, payroll, tax, employment or financial purposes.

16. Limitation of Liability

To the maximum extent permitted by applicable law, Community HRMS will not be liable for indirect, incidental, special or consequential loss arising from use of the Service, including loss of profits, revenue, business opportunity or data. Nothing in these Terms excludes or limits liability that cannot lawfully be excluded or limited.

17. Indemnity

To the extent permitted by law, the customer is responsible for claims, losses or liabilities arising from misuse of the Service, unlawful processing of personal information, breach of these Terms, or use of the Service by authorised users, except to the extent caused by our own breach or negligence.

18. Privacy

Our handling of personal information will be described in the Community HRMS Privacy Policy. The Privacy Policy should be read together with these Terms and should identify applicable privacy obligations, data handling practices, service providers and contact details.

19. Governing Law

These Terms are intended for use by an Australian business. The final version should specify the appropriate Australian governing law and jurisdiction after confirmation by the business owner and legal adviser.

20. Changes to These Terms

We may update these Terms from time to time. The updated version will be posted on the website with a revised “Last updated” date. Where required by law, appropriate notice will be provided for material changes.

Finalisation Checklist

- Insert the legal business name, ABN, support email and website URL.
- Confirm subscription cancellation and refund rules.
- Confirm data retention, deletion and backup arrangements.
- Publish a separate Privacy Policy.
- Consider a Data Processing Agreement for employer customers.
- Confirm the final governing law and jurisdiction.
- Have the final Terms reviewed for applicable Australian legal and consumer requirements before publication.