



SMP 365 Terms of Use & SaaS Agreement

Effective Date: 9 May 2026

These Terms of Use and SaaS Agreement govern the use of SMP 365 software products, services, applications, APIs, and Microsoft Marketplace offerings provided by SMP 365 SAAS Pty Ltd.

1. Scope of Services

This Agreement applies to SMP 365 systems including Permit to Work, LMS, ICAM + AI Assisted Investigations, Contractor Management, Risk Management, Incident Management, EMS, Psychosocial Risk Management, Hazardous Goods Management, Travel Management, Action Management, Dashboards & Analytics, and Safety Mobile Applications.

2. SaaS Subscription Licensing

SMP 365 products are licensed on a subscription basis and are not sold outright. Subscriptions may include annual licensing, monthly licensing, trial subscriptions, marketplace subscriptions, enterprise agreements, site-based licensing, and tenant-based licensing.

Customers may not bypass licensing controls, tamper with validation systems, or attempt unauthorised activation methods.

3. Microsoft Marketplace Billing

Where products are acquired through Microsoft Marketplace, billing and subscription management may be processed through Microsoft commercial systems. Marketplace subscriptions may automatically renew unless cancelled.

4. Acceptable Use

Customers agree not to use SMP 365 systems unlawfully, maliciously, fraudulently, or in a manner that breaches applicable laws or system integrity.

5. Customer Responsibilities

Customers remain solely responsible for workplace safety decisions, investigation outcomes, operational implementation, compliance obligations, permit approvals, and review of AI-generated outputs.

6. AI-Assisted Functionality Disclaimer

AI-generated outputs are assistive only and may contain inaccuracies. Human review and verification is required. SMP 365 does not warrant the accuracy or completeness of AI-generated outputs.

7. Microsoft 365 & Customer Environment

SMP 365 systems are designed to operate within customer-controlled Microsoft environments including Microsoft 365, SharePoint Online, Microsoft Teams, Microsoft Azure, and Microsoft Graph.

8. Service Availability & Support

SMP 365 seeks to provide commercially reasonable system availability but does not guarantee uninterrupted or error-free operation. Availability may be affected by Microsoft platform outages, Azure interruptions, maintenance activities, and customer configurations.

9. Intellectual Property

All intellectual property rights in SMP 365 software, branding, APIs, workflows, and associated technology remain the exclusive property of SMP 365 SAAS Pty Ltd. Customers retain ownership of their operational data and uploaded content.

10. Confidentiality

Each party agrees to protect confidential information disclosed during the use of SMP 365 systems, including investigation records, operational information, licensing credentials, and technical documentation.

11. Security

SMP 365 utilises Microsoft security infrastructure and commercially reasonable security practices. Customers remain responsible for tenant governance, user permissions, endpoint security, and administrator access controls.

12. Limitation of Liability

To the maximum extent permitted by law, SMP 365 excludes liability for indirect loss, consequential loss, downtime, regulatory penalties, business interruption, investigation outcomes, and customer misuse. Total aggregate liability shall not exceed the fees paid for the applicable subscription period.

13. Suspension & Termination

SMP 365 may suspend or terminate access where licensing terms are breached, payments are overdue, security risks are identified, or marketplace subscriptions become invalid.

14. Third-Party Services

SMP 365 systems may integrate with Microsoft 365, SharePoint Online, Microsoft Azure, Microsoft Graph, Azure AI Services, and Microsoft Marketplace services.

15. Regulatory & International Use

Customers are responsible for ensuring compliance with local laws, workplace safety legislation, privacy obligations, and operational regulations. SMP 365 systems are designed to support ISO-aligned operational management frameworks but do not guarantee regulatory compliance outcomes.

16. Changes to These Terms

SMP 365 may update these Terms periodically to reflect product, legal, security, or marketplace changes.

17. Governing Law

Unless otherwise required by applicable law, this Agreement is governed by the laws of Western Australia, Australia.

18. Contact Information

SMP 365 SAAS Pty Ltd
Global Microsoft-Integrated Safety & Risk Software Provider

Level 2, 1 Prowse Street
West Perth WA 6005
Australia

Email: support@smp365.com

Website: <https://www.smp365.com>