

Terms of Service

Document 01 of 10 - MaintlyQR Legal Package v1.1

Effective: July 2, 2026 · Revised: July 2, 2026

The agreement that governs your use of the MaintlyQR Platform.

1. The MaintlyQR Platform

MaintlyQR™ ("MaintlyQR", "we", "us", "our") is a technology platform providing permanent digital identity and maintenance history tracking for physical assets through the use of QR codes. MaintlyQR is operated pending formal legal incorporation; upon incorporation, the operating entity will be MaintlyQR Pty Ltd (ACN pending), headquartered in Queensland, Australia. References to "MaintlyQR" throughout this document apply equally to any successor legal entity.

By accessing or using MaintlyQR at www.maintlyqr.com (the "Platform"), you agree to be bound by these Terms of Service and all supplementary policies that form the MaintlyQR Legal Package. If you do not agree, please do not use the Platform.

2. The Digital Identity Principle

At the core of MaintlyQR is a foundational concept: every physical asset — vehicle, machine, vessel, aircraft, or piece of equipment — deserves a permanent digital identity.

Each QR code issued by MaintlyQR constitutes a unique digital identity assigned to a specific physical asset. This identity is designed to persist throughout the operational lifetime of the asset, surviving changes in ownership, location, and service provider.

The maintenance history attached to that QR code forms part of the asset's permanent digital identity — a living record that follows the physical asset, not any individual user or business. This principle underpins every feature, policy, and decision of the Platform.

3. Eligibility

You must be at least 18 years of age to register for an account. By registering, you confirm that: (a) you are at least 18; (b) all information you provide is accurate; and (c) you have the legal authority to bind yourself or your business to these Terms.

MaintlyQR is available globally to individuals, sole traders, businesses, and organisations.

4. Account Registration and Security

You must create an account to access the Platform's core features. You agree to provide accurate, complete, and current registration information and to keep it updated.

You are solely responsible for maintaining the confidentiality of your login credentials and for all activity that occurs under your account.

Notify us immediately at support@maintlyqr.com if you suspect unauthorised access. MaintlyQR may suspend or terminate any account that violates these Terms.

5. QR Codes — Licence, Not Sale

QR codes issued by MaintlyQR are licensed to users, not sold. You receive a limited, non-exclusive, non-transferable licence to use a QR code solely in connection with the single physical asset to which it has been assigned.

QR codes may not be: (a) resold or transferred to a third party; (b) reassigned to a different physical asset without MaintlyQR's prior written approval; (c) sublicensed; or (d) used to represent more than one asset.

The digital identity associated with a QR code — including the unique identifier, asset profile, and Maintenance Ledger — is the property of MaintlyQR. Maintenance records within the Ledger belong to the users who created them, subject to the content licence in Section 11.

Full QR assignment, transfer, and termination rules are in the QR Assignment Policy (Document 6).

6. Maintenance Records — Records, Not Certifications

Registered users may add maintenance and service records to any asset linked to a QR code. These records collectively constitute the asset's Maintenance Ledger.

CRITICAL DISCLAIMER: MaintlyQR does not inspect, certify, validate, or guarantee that any maintenance activity recorded on the Platform actually occurred. MaintlyQR maintains a digital log of information submitted by registered users — nothing more. The accuracy, completeness, and truthfulness of all records are the sole responsibility of the submitting user. MaintlyQR has no means to independently verify, and expressly disclaims all responsibility for, the factual accuracy of any maintenance claim.

By submitting a maintenance record, you warrant that the information is, to the best of your knowledge, accurate and truthful.

This distinction is fundamental: MaintlyQR is a digital record-keeping platform, not a certification authority, inspection body, verification service, or professional assessor of any kind.

7. Public QR Pages

The public display of maintenance history via QR code scan is an intentional, core feature of MaintlyQR. When any person scans a QR code, the associated Maintenance Ledger is displayed publicly — without requiring login or payment.

By adding records to an asset's Maintenance Ledger, you expressly consent to that information being publicly accessible to anyone with access to the QR code.

Do not enter information you do not wish to be publicly visible — including personal contact details, addresses, or commercially sensitive data.

8. Verified Mechanic Status

MaintlyQR distinguishes between "Verified" professionals and standard users. A Verified badge indicates that MaintlyQR has reviewed the user's professional credentials and confirmed their identity.

Verified status means: identity reviewed, credentials checked. It does NOT mean: better quality work, superior service, a guarantee of competence, or any endorsement of work performed. Full details are in the Verified Mechanic Policy (Document 7).

9. PDF Service Reports

MaintlyQR generates downloadable PDF reports summarising an asset's Maintenance Ledger. These reports are intended to assist asset owners, prospective buyers, insurers, financiers, and fleet managers.

A MaintlyQR PDF report is NOT any of the following:

- A professional mechanical or engineering assessment
- A certificate of roadworthiness, airworthiness, or seaworthiness
- A substitute for manufacturer service documentation or logbooks
- An official inspection report issued by a regulatory authority
- A legal or compliance document for any regulatory purpose

PDF reports display records exactly as submitted by users. They should not be relied upon for any purpose requiring professional certification or regulatory compliance, without independent verification by a qualified professional.

The MaintlyQR name, logo, and formatting on PDF reports are protected intellectual property. You may not alter, falsify, or misrepresent MaintlyQR-generated reports.

10. Acceptable Use

You agree not to:

- Enter false, fabricated, or misleading maintenance records
- Register assets you do not own or are not authorised to manage
- Impersonate any mechanic, business, or individual
- Use automated tools to scrape or extract Platform data without authorisation
- Attempt to hack, reverse-engineer, or disrupt the Platform
- Upload content that infringes intellectual property rights
- Use the Platform for any unlawful purpose

Full rules are in the Acceptable Use Policy (Document 4).

11. Your Content

You retain ownership of all content you upload, including asset information, service records, notes, and photos.

By uploading content, you grant MaintlyQR a non-exclusive, worldwide, royalty-free licence to store, display, transmit, and — in anonymised or aggregated form only — analyse your content for Platform operations and improvement.

You warrant that you hold all rights necessary to grant this licence and that your content does not violate any applicable law or third-party rights.

12. Intellectual Property

All intellectual property in and relating to MaintlyQR — including the brand, logos, QR label designs, software, database architecture, user interface, design system, API, documentation, and the QR Assignment System — is owned exclusively by MaintlyQR.

Full details: Intellectual Property Policy (Document 5). Brand and trademark rules: Trademark & Brand Usage Guidelines (Document 10).

13. Artificial Intelligence Features

MaintlyQR may incorporate AI-powered features including maintenance recommendations, anomaly detection, predictive alerts, and natural language processing of service records.

AI-generated outputs are informational only and do not constitute professional mechanical or engineering advice. MaintlyQR is not liable for decisions made in reliance on AI-generated content.

14. API Access

MaintlyQR may offer a programmatic API enabling third-party access to Platform data and functionality. API access is governed by the API Terms of Use (Document 9). Unauthorised programmatic access — including scraping or automated data extraction — is strictly prohibited.

15. Pricing and Payments

MaintlyQR is currently free during its early access phase. We may introduce paid plans at any time, with at least 30 days' advance notice to registered users of any changes affecting their existing access.

16. Platform Availability

We aim for maximum availability but do not guarantee uninterrupted service. Features may be updated, modified, or discontinued at any time. We will make reasonable efforts to notify users of significant changes.

17. Disclaimers

The Platform is provided "as is" and "as available." MaintlyQR disclaims all warranties, express or implied. In particular: MaintlyQR does not warrant that any maintenance record is accurate; does not warrant that Verified Mechanics are currently licensed, insured, or performing competent work; and does not warrant that PDF reports are suitable for regulatory, legal, or professional purposes without independent verification.

18. Limitation of Liability

To the fullest extent permitted by Australian law, MaintlyQR is not liable for:

- Loss or corruption of data
- Inaccurate or fraudulent records submitted by users
- Decisions made in reliance on Platform content or PDF reports
- Business losses due to Platform unavailability
- Indirect, incidental, or consequential damages

Our total aggregate liability shall not exceed the greater of: amounts paid by you to MaintlyQR in the preceding 12 months; or AUD \$100.

19. Indemnification

You agree to indemnify and hold harmless MaintlyQR, its officers, employees, agents, and successors from any claims, losses, and costs (including legal fees) arising from: (a) your use of the Platform; (b) content you submit; (c) your breach of these Terms; or (d) your violation of any third party's rights.

20. Governing Law

These Terms are governed by the laws of Queensland, Australia. Nothing limits rights you may hold under the Australian Consumer Law (Competition and Consumer Act 2010) or other mandatory consumer protection legislation.

21. Changes to These Terms

We may update these Terms at any time. We will notify registered users by email of material changes. Continued use after changes take effect constitutes acceptance.

22. Force Majeure

MaintlyQR will not be liable for any failure or delay in performance of its obligations caused by circumstances beyond its reasonable control, including but not limited to: natural disasters, fire, flood, storm, earthquake; acts of government or regulatory authority; pandemic or public health emergency; cyberattack or malicious interference by third parties; telecommunications or internet infrastructure failure; or failure of third-party service providers on whom MaintlyQR depends.

In such circumstances, MaintlyQR's obligations are suspended for the duration of the event. We will notify affected users as soon as reasonably practicable and resume normal performance as soon as circumstances allow.

23. Dispute Resolution

In the event of a dispute arising out of or in connection with these Terms or the Platform, the parties agree to attempt resolution in the following sequence before commencing litigation:

Step 1 — Negotiation: Contact MaintlyQR at support@maintlyqr.com describing the nature of the dispute. We will respond within 14 business days. Both parties agree to negotiate in good faith for at least 30 days

before escalating.

Step 2 — Mediation: If direct negotiation fails, either party may refer the dispute to mediation administered by the Resolution Institute (or another mutually agreed body) in Queensland, Australia. The costs of mediation are shared equally unless otherwise agreed.

Step 3 — Litigation: Only if mediation is unsuccessful or a party refuses to participate may either party commence legal proceedings in the courts of Queensland, Australia.

Nothing in this clause prevents either party from seeking urgent interlocutory or injunctive relief from a court where necessary to protect its rights.

24. Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision will be modified to the minimum extent necessary to make it valid and enforceable. If modification is not possible, it will be severed. The remaining provisions will continue in full force and effect.

25. Entire Agreement

These Terms of Service, together with all supplementary documents in the MaintlyQR Legal Package (Documents 1–10), constitute the entire agreement between you and MaintlyQR regarding your use of the Platform. They supersede all prior agreements, representations, warranties, and understandings, whether oral or written, relating to the same subject matter.

26. Waiver

No failure or delay by MaintlyQR in exercising any right, power, or remedy under these Terms will operate as a waiver thereof. A single or partial exercise of any right does not preclude further exercise of the same right or any other right. All rights and remedies under these Terms are cumulative and not exclusive of any rights or remedies available at law.

27. Contact

MaintlyQR — support@maintlyqr.com — www.maintlyqr.com — Queensland, Australia