

Schedule A: Self-Serve Terms

Last Updated: 24 September 2026

This Schedule applies where Customer accepts the Agreement through the Web Platform without an Order Form, as every Guest organisation does. It is read together with the Master Terms, and capitalised terms used here have the meaning given there. The contracting party is Teralo Pty Ltd (ABN 98 634 996 115, ACN 634 996 115).

If Customer and Teralo have executed an Order Form, Schedule B or Schedule C applies instead of this Schedule, as that Order Form states, and this Schedule does not apply except to the extent the Order Form expressly says so.

A1. Formation and Hosting

By clicking "I ACCEPT", or by otherwise affirmatively accepting during sign-up, Customer agrees to be bound by the Agreement. If Customer accepts on behalf of an entity, the person accepting represents that they have authority to bind that entity.

Access is granted on acceptance. Use of the Products and Services as a Guest organisation is free of charge.

Customer may use the Products and Services as a Host organisation only:

- Under an executed Order Form, to which Schedule B or Schedule C then applies instead of this Schedule
- Under a Self-Serve Subscription, where Teralo offers one
- Where Teralo has agreed to provide hosting free of charge

A **Self-Serve Subscription** is a paid subscription that Customer takes up through the Web Platform. Clause A3, and the parts of clause A2 that concern a Self-Serve Subscription, apply only where Customer holds one. Continued access to its paid features depends on successful payment under clause A3.

A2. Term and Renewal

The Term begins on acceptance and continues until the Agreement is terminated.

A Self-Serve Subscription renews automatically each month unless Customer cancels it through account settings.

Customer may terminate for convenience at any time, by giving notice through the Web Platform or by contacting Teralo Support. Where Customer holds a Self-Serve Subscription, termination takes effect at the end of the current Subscription Period, and access continues until then.

Customer may also terminate under clause A5 where it does not accept a Material Change.

A3. Fees and Payment

This clause A3 applies only to a Self-Serve Subscription. Nothing is payable for using the Products and Services as a Guest organisation.

A3.1 Subscription Fees

Subscription Fees are payable in advance on a Recurring Billing basis, and are determined by the Subscription Plan and any add-ons Customer selects on the Web Platform, at the fees shown there when Customer selects them.

Customer may upgrade a Subscription Plan or purchase add-ons at any time through the Web Platform. Upgrade fees are charged immediately and pro-rated. A downgrade takes effect at the end of the current Subscription Period unless otherwise specified.

Teralo may adjust fees, add-ons and billing structures with notice through the Web Platform or by email, taking effect at the next Renewal Period in accordance with clause A5.

A3.2 Usage Fee and Active Project Value

Subscription Fees for a Host organisation comprise:

1. A flat base fee, which includes a stated amount of Active Project Value; and
2. A usage fee, at a monthly rate, on the portion of Customer's total Active Project Value that exceeds the included amount, charged through Recurring Billing for each billing month.

The base fee, the included amount and the rate are those shown on the Web Platform when Customer takes up the Self-Serve Subscription, as adjusted under clause A3.1.

For the purpose of calculating the usage fee:

- Customer must declare a Project Value for each project and keep it accurate and current
- Where a project's start and end dates span one year or more, its declared Project Value is annualised by dividing the declared value by the project duration in years. Where the duration is under one year, or dates are not provided, the full declared Project Value counts
- Customer's total Active Project Value is measured by daily snapshot as the sum of annualised declared Project Values across Customer's Active Projects, and averaged across the daily snapshots in the billing period for invoicing

Teralo may validate the facts underlying a usage fee calculation, including declared Project Values, and may correct a discrepancy by adjusting future invoices or invoicing underpaid amounts relating to the current Subscription Period, giving Customer reasonable evidence of the discrepancy.

A3.3 Payment Method

Subscription Fees must be paid using an accepted payment method on the Web Platform, processed through Stripe or another designated payment processor.

By subscribing, Customer authorises Teralo or its payment processor to automatically charge the selected payment method on a Recurring Billing basis for Subscription Fees, Taxes and other agreed charges, and represents that it is authorised to use that payment method.

Customer is responsible for keeping its payment method valid and current, and may update it at any time through account settings or by contacting Teralo Support. A change applies from the next billing cycle.

If a payment method expires or a payment fails, Teralo may suspend access until payment succeeds. Teralo is not responsible for fees imposed by Customer's own payment provider, including currency conversion or overdraft fees.

A4. Support

Customer receives the support tier that the [Service Level Agreement](#) assigns to its organisation.

A5. Variations

Teralo may vary the Master Terms and this Schedule as follows, and amend the incorporated policies as clause A5.5 provides. This clause applies to every Customer under this Schedule, whether or not it holds a Self-Serve Subscription, and does not apply under [Schedule B](#) or [Schedule C](#).

A5.1 Minor Changes

Teralo may make a Minor Change at any time by giving notice through the Web Platform or by email. The change takes effect on the date specified, which must be at least seven days after the notice, unless it is purely administrative or corrective, or is urgently required for security or to comply with Law, in which case it may take effect immediately.

Continued use of the Products and Services after the effective date constitutes acceptance of a Minor Change.

A5.2 Material Changes at Renewal

Teralo may make a Material Change taking effect at the start of the next Subscription Period, by giving written notice at least 30 days before the current Subscription Period expires.

If Customer does not accept the Material Change, Customer may disable renewal or terminate under clause A2 before the renewal begins.

A5.3 Material Changes Mid-Term

If Teralo proposes a Material Change during the current Subscription Period, Teralo will notify Customer of the change and its effective date, and Customer must affirmatively accept it through the Web Platform.

If Customer does not accept it by the effective date, Customer remains on the existing terms until the end of the current Subscription Period, subject to clause A5.4.

A5.4 Necessary Changes

Despite clause A5.3, where a Material Change is reasonably necessary in order to comply with Law, to address a material

security risk, to maintain service continuity because of a binding upstream provider requirement, or to maintain required insurance cover, Teralo may terminate the Agreement by written notice and refund pro-rata any unused pre-paid Subscription Fees.

Teralo must give at least 30 days' notice where the change is known in advance and that is practicable. Where it is not practicable because of an emergency or an externally imposed deadline, Teralo must give at least seven days' notice, or immediate notice where the risk is imminent, explaining why the shorter notice is required.

A5.5 Incorporated Policies

The incorporated policies are amended under clause 1.2 of the Master Terms, except that a Reducing Amendment is a Material Change and applies to Customer only as clause A5.2, A5.3 or A5.4 allows.

A6. Definitions

Material Change: a change that materially reduces the functionality of the Products and Services, materially increases Customer's obligations, or materially reduces Customer's rights. A change to fees is dealt with under clause A3.1.

Minor Change: any change that is not a Material Change.

Recurring Billing: automatic periodic charging of Customer's payment method.

Renewal Period: the Subscription Period beginning immediately after the current one ends.

Self-Serve Subscription: has the meaning given in clause A1.

Subscription Fees: the fees payable under clause A3.

Subscription Period: the monthly period for which Customer has paid for a Self-Serve Subscription or, where Customer holds none, each calendar month.

Subscription Plan: the plan Customer selects on the Web Platform.

Contact

For questions about this Schedule, please contact us at support@teralo.co.