



Bright Star Pty Ltd – Terms of Service

Effective Date: 23 October 2025

1. Introduction & Acceptance

These Terms of Service ("Terms") govern your use of the Stella Platform, including the Stella Portal, Stella Relay, and related onboarding, maintenance, and support services (collectively, the "Solution"). By accessing or using the Solution, you agree to be bound by these Terms and the Master Services Agreement (MSA) executed between Bright Star Pty Ltd ABN 59 646 253 250 ("Bright Star", "we", "us", or "our") and the contracting entity ("Instance Owner"). In the event of any conflict between these Terms and the MSA, the MSA will prevail.

2. Accounts & Access Control

The Instance Owner is responsible for establishing and maintaining user accounts for authorised personnel. You must maintain the confidentiality of all login credentials and are responsible for any activities under your account. Bright Star may suspend or terminate accounts where access is unauthorised, credentials are compromised, or activity breaches these Terms.

3. Subscription, Fees & Payment Terms

Bright Star retains ownership of Stella and any software embedded in Stella Relays, including any enhancements or developments made to them, including those requested by you.

4. Solution, Description & Scope

The Solution includes:

- (a) the Stella SaaS platform, a unified network operating system;
- (b) Stella Relay, a single-purpose device providing secure network access; and
- (c) onboarding, support, and maintenance services necessary to operate the Solution.

5. Intellectual Property & Licensing

All intellectual property rights in the Solution remain owned by Bright Star or its licensors. You are granted a non-exclusive, non-transferable, revocable licence to use the Solution during your subscription term for the purpose of enjoying its intended functionality. You must not copy, modify, reverse engineer, or distribute any part of the Solution.

6. Acceptable Use & Conduct

You agree not to:

- (a) use the Solution for unlawful or unauthorised purposes;
- (b) interfere with or disrupt the operation of the Solution;
- (c) share credentials or allow unauthorised access;
- (d) upload or transmit harmful code; or
- (e) engage in activities that infringe intellectual property or data privacy rights.



7. Data Ownership, Privacy & Security

The Solution incorporates third party software or services, including open-source software. Your access to and use of the Solution may be subject to third party terms applicable to such software or services, which may be updated from time to time by the third-party provider. Details of such third-party software or services can be found at <https://www.stellanetworks.io/privacy-policy>

8. Service Availability, Updates & Support

Bright Star strives to provide continuous service availability but does not guarantee uninterrupted operation. Scheduled maintenance or system updates may result in temporary unavailability. Bright Star may update or modify the Solution to enhance performance, address security risks, or introduce new features without materially degrading functionality.

9. Consumer Guarantees (Australian Consumer Law)

Nothing in these Terms excludes, restricts, or modifies any rights you may have under the Australian Consumer Law. Where permitted, Bright Star's liability is limited to resupplying the services or refunding the amount paid for the period affected.

10. Warranties, Disclaimers & Indemnities

The Solution is provided on an 'as-is' basis without warranties of any kind, except as required by law. You warrant that all data provided is accurate, lawful, and collected with necessary consents. You agree to indemnify Bright Star against losses arising from your breach of these warranties or unlawful use of the Solution.

11. Limitation of Liability

To the maximum extent permitted by law, Bright Star's aggregate liability for all claims arising under these Terms will not exceed the total subscription fees paid by you during the twelve (12) months preceding the event giving rise to liability. Bright Star will not be liable for indirect, consequential, or special damages, including loss of profit or data.

12. Suspension & Termination

Bright Star may suspend or terminate access if you breach these Terms, fail to pay fees, or if continued use poses a security or operational risk. Upon termination, your licence to use the Solution ceases immediately. You are responsible for retrieving any End User Data prior to termination.

13. Dispute Resolution

If a dispute arises, the parties must first attempt to resolve it through good faith negotiation. If unresolved within thirty (30) days, the dispute shall be referred to mediation under the rules of the Law Society of New South Wales. If still unresolved, either party may commence court proceedings in New South Wales.

14. Notices & Contact Information

All notices must be in writing and delivered to Bright Star at info@stellanetworks.io or by post to Suite 406-407, Level 4, 384 Eastern Valley Way, Roseville, NSW, 2069. Notices to you will be sent to the contact email registered with your account or Instance Owner.



15. Governing Law & Jurisdiction

These Terms are governed by and construed in accordance with the laws of New South Wales, Australia. The parties submit to the non-exclusive jurisdiction of its courts.

16. Amendments to the Terms

Bright Star may modify these Terms from time to time by providing notice to the Instance Owner or posting an updated version on the Stella Portal. Continued use of the Solution following notice constitutes acceptance of the amended Terms.