

Sympact

The Cloud Experts.



TERMS AND CONDITIONS

Sympact Pty Ltd | ABN 62 112 477 880
Last Updated September 13, 2026



1. Definitions

1.1 Sympact means Sympact Pty Ltd, ABN 62 112 477 880. Its contact email is mail@sympact.com.au, or another address notified in writing.

1.2 The client means the organisation or person agreeing to these terms and identified as the customer in the accepted proposal, order or acceptance record. Where an organisation is not a separate legal entity, the individual, company, trustee or other legal entity contracting for it is the client.

1.3 Agreement means these terms, the accepted proposal or order, any agreed service schedule and variations authorised under clause 7 or otherwise agreed in writing. Proposal includes a quotation, statement of work or written offer. In writing includes email and electronic approvals capable of being retained.

1.4 Services means the services included in the agreement. Goods means physical products supplied under it. Deliverables means the outputs included in the agreed scope. Sympact Product means software or systems developed by Sympact, including SkyBase, SkyPage, bespoke software and customisations.

1.5 Client Data means records, files and content supplied by or for the client, or generated specifically for the client through the services, excluding underlying software, reusable components and third-party materials.

1.6 Intellectual Property Rights means copyright, patents, trade marks, designs, circuit layout rights, rights in confidential information and know-how, and applications for those rights. Confidential Information means information that is marked confidential or reasonably understood to be confidential, including business information, credentials, Client Data, source code and non-public system designs.

1.7 Business Day means a weekday other than a public holiday in Devonport, Tasmania. Business Hours means 9:00 am to 5:30 pm on a Business Day, in Tasmanian local time. Other references to days mean calendar days.

1.8 AI Tools means artificial intelligence, machine-learning and automated generative systems used in or with the services. AI Outputs means content, code, images, summaries, reports, recommendations, predictions and other material generated or assisted by AI Tools.



2. Agreement, acceptance and authority

2.1 These terms apply where provided or made available before the client accepts the relevant supply by signature, electronic acceptance, written approval or instructions expressly authorising work on these terms. An existing agreement is replaced only by agreement or its valid variation process.

2.2 A person accepting or instructing work on behalf of the client represents that they have authority. The client must provide its correct legal identity, designate authorised contacts and promptly notify changes. Sympact may rely on instructions reasonably believed to be authorised and may require verification before acting.

2.3 In an inconsistency, a specifically agreed variation or negotiated special condition takes priority, followed by the proposal, the relevant service schedule and these terms. Client purchase-order terms do not apply unless accepted by Sympact in writing.

2.4 The client must provide timely, accurate instructions, access, content and approvals, identify essential requirements before acceptance, and arrange any permissions needed for access to premises, accounts or systems.

3. Application of law

3.1 Nothing in the agreement excludes, restricts or modifies any right, guarantee, remedy or liability that cannot lawfully be excluded, restricted or modified, including under the Australian Consumer Law. This clause prevails over all other provisions.

4. Rates

4.1 Unless the proposal specifies a different rate, the following hourly rates apply. Amounts are in Australian dollars and include GST.

- Server labour - cloud and on-site: \$180.00 per hour
- Workstation and device labour: \$180.00 per hour
- Networking labour: \$180.00 per hour
- Website, email and domain labour: \$180.00 per hour
- Software development - cloud and local: \$180.00 per hour
- Travel time: \$180.00 per hour
- After-hours surcharge: Additional \$30.00 per hour

4.2 The minimum billable time is 10 minutes. Time-based work is billed in 10-minute increments per continuous work session. The after-hours surcharge applies where the client requests or approves work outside Business Hours, including under an agreed emergency authority.



4.3 Standard rates may change on 30 days' written notice for future work. Accepted fixed-price work and agreed fixed rates remain unchanged for their agreed scope and period. Recurring charges are also subject to clauses 17 and 33.

5. Planning, notice and delivery times

5.1 Unless expressly identified as a binding deadline in the agreement, commencement and delivery dates are estimates. A request or acknowledgement does not reserve a start date, priority or staff member. Work is scheduled having regard to complexity, resources and existing commitments.

5.2 Client delays, variations and dependencies outside Sympact's reasonable control permit a reasonable extension to affected dates, taking account of their actual impact. Dependencies include approvals, content, search engine processing, domain transfers, DNS propagation and third-party access or turnaround times.

5.3 The client must notify critical deadlines before acceptance. Additional priority, after-hours or expedited work is subject to availability and agreed charges. A requested deadline does not itself create an expedited-service commitment.

6. Project deposits and invoicing

6.1 Deposits and milestone payments are as stated in the accepted proposal. Sympact may defer commencement, ordering or release of an unpaid deliverable until the relevant agreed payment and required information or access are received.

6.2 Invoices may be delivered by email as a PDF or web link. The client must maintain current billing details. A deposit is credited against the relevant charges; its treatment on cancellation is governed by clause 31.

6.3 Unless an agreed fixed-price or milestone arrangement provides otherwise, time-based work may be invoiced progressively, including monthly and on completion. Charges for properly authorised work accrue as it is performed and are payable under clause 12, whether or not the client subsequently chooses to deploy, publish or use it.

7. Additions, unforeseen circumstances and quotation errors

7.1 Additional functionality, changed instructions, extra revisions and other work outside the agreed scope are variations. A variation may be authorised by a request under clause 7.2 or 7.5, or by separate written agreement on its scope and price or charging basis. Sympact is not obliged to undertake a variation before receiving the applicable authorisation.

7.2 A request for hourly support authorises the work reasonably required to address that request at the applicable rates.



7.3 Undisclosed conditions, inaccurate information, third-party changes and new requirements may require additional work and charges agreed under this clause. Estimates are not fixed prices. Accepted fixed prices change only by agreement or an applicable legal right, not by a retrospective invoice correction alone.

7.4 Sympact may pause the affected work pending clarification or approval. This clause does not make correcting a failure to supply the agreed scope an additional paid variation.

7.5 Client-requested changes and advance authorisation

(a) By accepting these terms, the client authorises Sympact to undertake additional work requested by the client or an authorised representative that falls outside the agreed scope. A request to implement an addition, modification, enhancement, extra revision or changed requirement constitutes authorisation to perform the work reasonably necessary to implement that request and to charge for it at the rates applicable under the agreement. This includes reasonably necessary analysis, development, configuration, testing and deployment.

(b) Subject to the limits below, this authorisation applies whether or not the client expressly describes the request as a variation or recognises that it falls outside the agreed scope. Sympact may commence and complete the requested work without issuing a separate quotation, providing an estimate, separately identifying the work as out of scope or obtaining further approval of the additional charges. This arrangement applies during development, testing, release preparation, deployment and post-release changes, including where time constraints make a separate approval process impractical.

(c) The client must pay for work properly performed under this authorisation in addition to the existing project or service charges. The absence of a separate quotation, estimate, variation document or further approval does not, by itself, make the requested additional work free of charge or included in an existing fixed price. Charges are calculated using the applicable rates and billing increments under the agreement.

(d) The client may withdraw this standing authorisation prospectively by written notice, without affecting charges for work already properly performed.

7.6 Requests under this section may be given verbally, in meetings, by email, through a support or project-management system, or through another communication channel used by the parties, subject to clause 2.2 and any specifically agreed approval requirement. The absence of a separately signed variation does not invalidate an otherwise authorised request under this section.

8. GST and currency

8.1 Amounts are in Australian dollars and include GST unless expressly stated otherwise before acceptance. Where a price is expressly GST-exclusive, applicable GST is payable in addition.

9. Confidentiality and non-disclosure

9.1 The client must protect Sympact's Confidential Information against unauthorised access, use or disclosure and use it only for the agreed purpose. Disclosure to personnel or advisers is permitted on a need-to-know basis subject to confidentiality restrictions. These restrictions continue while the information remains confidential.

9.2 The restrictions do not apply to information lawfully known without restriction, independently developed, lawfully received from another source or public without breach. Disclosure required by law, protected disclosures and reports to regulators are permitted.

9.3 Client Data and other confidential material may be used and disclosed to personnel, subcontractors and service providers only as reasonably necessary to supply, support, secure or administer the services, exercise lawful rights or comply with law. This permission does not authorise public disclosure, sale or unrelated marketing use. AI processing is also subject to clause 34.

9.4 No certified destruction, immediate removal of every backup copy, bespoke retention regime or additional non-disclosure undertaking is included unless separately agreed. Data handling on exit is addressed in clause 32.

10. Advice

10.1 The services do not include legal, taxation, accounting, investment, medical or other regulated professional advice unless expressly agreed and lawfully provided. Technical assistance does not constitute certification of the client's legal or regulatory compliance.

10.2 The client is responsible for its business decisions, operational procedures and obtaining specialist advice. No particular commercial result, financial return, search ranking or regulatory approval is promised unless expressly included in the agreement.

10.3 The client must not represent that Sympact has advised, certified a matter for, or accepted responsibility to a third party unless expressly agreed. Permission to publish deliverables or allow intended users to access a system does not, by itself, appoint Sympact as an adviser to those persons or authorise the client to give warranties on Sympact's behalf.

11. Travel and meetings

11.1 Attendance at a location requested by the client is chargeable for reasonable actual travel time, including the return journey, at the applicable travel rate. Requested meetings are chargeable at the labour rate unless expressly offered as complimentary.

11.2 Airfares, accommodation, vehicle rental and other substantial travel expenses require approval. The time increments and after-hours provisions in clause 4 apply.

12. Payment and recovery costs

12.1 Invoices are due within 14 days of issue unless different terms were agreed for the supply. The client must pay amounts properly due without deduction or set-off, except for a genuine dispute under clause 12.2, a credit agreed by Sympact or a deduction required or permitted by law.

12.2 The client must promptly identify any genuinely disputed charge and the reasons, pay the undisputed balance and participate in resolving the dispute under clause 19. Raising a dispute does not postpone unrelated payments.

12.3 Following a written demand and reasonable opportunity to pay, Sympact may refer an undisputed overdue debt for collection and suspend under clause 30. The client must pay external recovery costs actually incurred because of its default, to the extent lawfully recoverable, without double recovery. Court costs remain subject to the court's powers.

12.4 A \$35 administration fee will be automatically added to any invoice that is unpaid past its due date.

12.5 There is no change-of-mind refund for completed work or services already supplied. Other adjustments are governed by clauses 29 and 31 and clause 3; a credit may be substituted for a cash refund.

12.6 A delay in the client's internal approval, purchase-order, funding or reimbursement process does not extend the due date for an authorised charge. A purchase-order number is a payment prerequisite only where agreed before the work is authorised. The client remains responsible for payment regardless of whether it recovers the cost from a third party.

12.7 Sympact may decline new work that it has not already agreed to provide, or require prepayment for that new work, where an undisputed overdue amount remains unpaid. Suspension of an existing contracted service is governed by clause 30.



13. Spam compliance and acceptable use

13.1 The client is responsible for the lawfulness of messages it sends or authorises, including recipient consent, sender identification, message content, unsubscribe handling and compliance with the Spam Act 2003 (Cth) and applicable regulations. The client must retain appropriate consent records and provide relevant evidence on reasonable request.

13.2 The client must not use the services for unlawful, infringing, fraudulent or abusive activity, address harvesting, unauthorised access, malware or material security risks, and must control use by its authorised users.

13.3 Providing a messaging function does not include reviewing every recipient list, approving each message or auditing the client's compliance unless that work is expressly in scope. Sympact may refuse a particular transmission where it reasonably appears unlawful or materially threatens service security or sender reputation. Suspension is governed by clause 30.

14. Privacy, data protection and security

14.1 The client is responsible for its lawful collection, accuracy, use and disclosure of Client Data, required notices and consents, user permissions and instructions to Sympact. The client authorises processing within clause 9.3, including through applicable third-party services.

14.2 The client must safeguard its accounts, credentials, devices and access permissions; use supported security features appropriate to its use; and promptly report suspected compromise affecting the services.

14.3 The client must identify sensitive, health, identity, tax file number, payment card or other specially regulated information and any location or security requirements before using the services for that purpose. Special controls, restricted data locations, audits, certifications, monitoring and incident-response services are included only to the extent expressly agreed.

14.4 Hosting and processing may involve overseas providers where lawfully permitted and consistent with any agreed location restriction. The agreement is not blanket consent on behalf of individuals to every use or overseas disclosure of their information.

15. Hosting and third-party providers

15.1 Unless otherwise agreed, Sympact hosts websites it has designed or created. Sympact may engage subcontractors and use third-party hosting, domain, communications, software, cloud and other providers in supplying the services.



15.2 The client must comply with applicable third-party licence and acceptable-use terms identified and made available before commitment to that service, or separately accepted by the client. New material restrictions or charges are subject to the applicable agreed change process.

15.3 Third-party services depend on their providers' availability, functionality, policies and continued support. Sympact does not independently guarantee a third-party service level or continued availability. A provider withdrawal or change may require an agreed replacement, variation or termination of the affected service under clauses 31 and 33.

16. Customisation and expectations

16.1 The agreed scope determines the included development, features, integrations, design, training and support. Options discussed, illustrative demonstrations, roadmaps and possible future features are not included unless agreed as part of the supply.

16.2 Requested enhancements, additional preferences and future compatibility work are chargeable variations where outside the agreed scope. Payment for development does not itself transfer software ownership. No unlimited revision, support or enhancement entitlement is included.

16.3 Unless expressly included, a completed development or implementation does not include ongoing monitoring, maintenance, updates, regulatory-change reviews, adaptation to later third-party changes, or support for later operating systems, browsers, devices or integrations. These services require an agreed support arrangement or authorisation under clause 7. Clauses 3 and 27 apply.

17. Renewals and recurring services

17.1 Recurring services are charged on the billing cycle and for the minimum term specified in the agreement. A new fixed-term renewal requires express authority or an automatic-renewal arrangement accepted in advance.

17.2 The client must keep renewal contacts current and provide required instructions and cleared funds before the relevant deadline. Sympact need not fund a renewal or preserve a registration where the client has not met those requirements. No repeated reminder service is included unless agreed.

17.3 Outside an agreed minimum term, ongoing services may be cancelled on 30 days' written notice. Changes to recurring prices or terms are subject to clause 33, including an opportunity to decline a material adverse change before becoming committed to it.

18. Liability, exclusions and indemnity

18.1 This section is subject to clause 3. Except for the terms expressly agreed and any term or obligation that cannot lawfully be excluded, all additional or implied conditions, warranties, guarantees and assurances are excluded to the extent permitted by law. No additional performance guarantee, service credit or indemnity is provided by Sympact unless expressly agreed in writing.

18.2 For goods or services not of a kind ordinarily acquired for personal, domestic or household use or consumption, where section 64A of the Australian Consumer Law permits and it is fair and reasonable to rely on this limitation, Sympact's liability for a failure to comply with a consumer guarantee is limited, at its option, to: for goods, replacement or equivalent goods, repair, or payment of the cost of replacement, equivalent goods or repair; for services, supplying the services again or payment of the cost of having them supplied again. This does not apply to guarantees under sections 51, 52 or 53. The monetary cap below does not further reduce a remedy preserved by this clause or clause 3.

18.3 For other liability that may lawfully be limited, Sympact's total aggregate liability arising from an affected supply is limited to the fees paid or payable for the affected goods or project. For an affected recurring service, the limit is 12 months of fees at the rate applying immediately before the event giving rise to liability. Where a project and recurring service are both directly affected, the amounts are added without double counting. The limit applies to claims against Sympact in contract, tort including negligence, under an indemnity or otherwise, and is not multiplied by the number of claims or legal grounds relied on. This contractual cap is provided for Sympact's protection and does not establish an equivalent cap on the client's liability.

18.4 Subject to clauses 18.1, 18.2 and 18.5, Sympact is not liable for indirect or consequential loss, including loss of profit, revenue, goodwill, business opportunities, anticipated savings or data to the extent that the loss is indirect or consequential. Direct loss for which Sympact is liable remains subject to the applicable cap. This exclusion applies to claims against Sympact, not to amounts otherwise lawfully recoverable by Sympact from the client.

18.5 The limits and exclusions protecting Sympact do not apply to fraud, wilful misconduct, death or personal injury caused by negligence, or liability that cannot lawfully be limited. The client's obligation to pay authorised fees properly due, including variations authorised under clause 7, is not a damages claim subject to Sympact's liability cap.

18.6 Liability is reduced to the extent the claimant's acts, omissions, negligence or breach caused or contributed to the loss. The claimant must take reasonable steps to avoid or minimise loss. No party may recover the same loss twice.

18.7 The client indemnifies Sympact against liability to third parties and reasonable associated defence costs actually incurred, but only to the extent caused by:



- (a) unlawful content or instructions supplied or authorised by the client;
- (b) infringement of third-party rights by materials the client supplies or specifically directs Sympact to obtain or use;
- (c) the client's material breach of its consent, permitted-use or data-handling obligations under clauses 13, 14.1, 23 or 34; or
- (d) unauthorised access, distribution, sublicensing or other misuse of a Sympact Product by the client or its authorised users in breach of clause 25.3.

The indemnity is limited to loss attributable to those matters and excludes loss to the extent caused or contributed to by a breach of the agreement, negligence or wilful misconduct of Sympact or its personnel or subcontractors. It excludes penalties and other liabilities that cannot lawfully be indemnified. It does not require payment merely because an allegation is made, and settlement and defence costs are subject to clause 18.8. Sympact's liability cap and indirect-loss exclusion do not limit this indemnity.

18.8 Recovery under clause 18.7 is conditional on notice of the claim, a reasonable opportunity for the client to participate in its defence, reasonable mitigation and no settlement imposing liability on the client without its consent, not to be unreasonably withheld or delayed. The client must provide reasonable information and assistance within its control to defend the claim. Delay in notice reduces recovery only to the extent it materially prejudices the defence. No amount is recoverable twice, and amounts recovered from a third party for the same loss must be credited.

18.9 These limitations do not prevent Sympact from seeking an injunction or other available relief to protect its Intellectual Property Rights or Confidential Information, or from recovering accrued licence fees or charges for use beyond the purchased entitlement where an applicable charging basis was agreed.

19. Disputes and jurisdiction

19.1 A party raising a dispute must give written particulars. Before ordinary court proceedings, the parties must attempt resolution through authorised representatives for 10 Business Days, unless another period is agreed. Mediation is optional by agreement. This process does not delay urgent relief, protection of a limitation period or a statutory complaint or process.

19.2 Tasmanian and applicable Commonwealth law govern the agreement. The parties submit to the non-exclusive jurisdiction of Tasmanian courts and competent federal courts.

20. Content, spelling, grammar and approval

20.1 The client must check content, proofs and outputs submitted for its approval for business facts, spelling, grammar, claims, permissions and suitability for its intended use. Specialist proofreading, legal review and compliance certification are not included unless expressly agreed.

20.2 Unless otherwise agreed, the client should test a deliverable and report material departures from the agreed scope within 10 Business Days of having access to it. Written approval or intentional production use is acceptance for project administration and agreed milestones, not a waiver of latent defects or rights preserved by clause 3. Requested preference changes after approval are variations.

20.3 The client is responsible for user-acceptance testing of its business rules, source data, permissions and operational procedures within its control. Before directing publication or production use, the client must review matters submitted for its approval and identify any required changes. Work to implement later preference changes or changed business requirements is subject to clause 7. A direction to release does not itself add a guarantee of commercial results, uninterrupted operation or suitability for an unagreed use.

21. Website, application and email hosting; backups

21.1 Unless expressly agreed, hosting is not mission-critical and carries no guaranteed uptime, transmission speed, restoration time or uninterrupted availability. Maintenance, upgrades and emergency work may interrupt services.

21.2 Backup, monitoring, disaster recovery and restoration services are included only as expressly specified. Hosting alone is not a separate backup or disaster-recovery service. Unless the agreement allocates the relevant backup function to Sympact, the client must maintain and check suitable independent copies of important data.

21.3 The client must arrange appropriate business-continuity measures and disclose critical recovery needs before acceptance. Restoration, recovery and incident-response work outside the agreed scope is chargeable when authorised. No system is represented as immune from every attack, outage or data loss.

22. Email and message transmission

22.1 Delivery, inbox placement, timing, opening and reading of messages depend on receiving systems and other external factors and are not guaranteed. The client must check recipient selections, content, test outputs and scheduling within its control and use alternative channels where confirmed receipt is essential.



22.2 Automated communications are not an emergency-notification or guaranteed-delivery service unless expressly agreed. Clause 13 applies to authorised messages and clause 34 applies to AI-generated content.

23. Copyright and materials supplied by the client

23.1 The client warrants that it has the rights and permissions required for material it supplies or directs Sympact to obtain or use, including text, images, fonts, branding, software and personal information. The client grants Sympact the rights needed to use, adapt and reproduce that material for the services, including through authorised providers.

23.2 The client must comply with applicable licence restrictions. Payment for access to third-party material does not confer ownership. Third-party claims arising from client-supplied or directed materials are addressed by clause 18.7.

24. Intellectual property ownership

24.1 Sympact retains its Intellectual Property Rights in existing and newly developed software, source and display code, database structures, interfaces, logic, reusable designs, methods, templates and Sympact Products. Development and customisation fees pay for the agreed work and licence, not ownership of the underlying software.

24.2 The client retains its existing rights in Client Data and materials it supplies. As between the parties, rights capable of ownership in client-specific records generated through the services belong to the client, excluding software and third-party rights.

24.3 On full payment, the client is entitled to an assignment of Sympact-owned copyright in completed original artwork and master graphic files created exclusively for the client and included as deliverables. The assignment is documented in a writing signed by Sympact. Pending that execution, the client has a perpetual, worldwide, non-exclusive, royalty-free licence to use and adapt those paid-for deliverables for their intended purpose. Software, reusable components and third-party assets are excluded from the assignment.

24.4 Third-party and open-source material remains subject to its applicable licence. Sympact may reuse generic knowledge and components without disclosing the client's Confidential Information. Ownership of artwork or data does not confer source-code access, escrow, independent hosting or additional services.

24.5 Unless expressly included as deliverables, preliminary or rejected concepts, internal working files, developer notes, development tools, reusable libraries, build processes and testing environments remain outside the supply. Access to a hosted service, payment for development, or ownership of Client Data does not itself require delivery of those materials or disclosure of Sympact's reusable platform architecture.



25. Sympact Product licences

25.1 On payment of agreed initial charges, the client receives a non-exclusive, non-transferable licence to use the Sympact Product for the agreed purposes, users and deployments. Use may be worldwide unless the proposal restricts it. Intended staff, contractors and external users may access it within the agreed scope.

25.2 Where a recurring licence fee is specified, the licence continues for the paid subscription term, subject to clauses 30 and 31. A perpetual or once-off licence exists only where expressly agreed. Ending optional support or hosting does not itself terminate a separately agreed paid-up licence.

25.3 Without permission, the client must not resell, sublicense for unrelated third-party businesses, publish, distribute, extract reusable source code from, reverse engineer or circumvent access restrictions in a Sympact Product, except to the extent applicable law or an applicable third-party licence permits the activity despite this restriction.

25.4 On expiry or termination of the relevant licence, use of the software must cease. No additional ownership rights arise on termination. Client Data is dealt with under clause 32.

25.5 The client must keep its use within the agreed user, deployment and licence limits. Where reasonably required to check compliance with those limits, the client must provide relevant information within its control. Additional users or deployments require the applicable licence authority and agreed charges.

26. Moving servers and client-managed infrastructure

26.1 Hosting a Sympact Product outside Sympact-managed infrastructure requires a written deployment or server-movement agreement, except where those rights are already expressly granted. Migration, installation and additional support are separately chargeable as agreed.

26.2 The client is responsible for infrastructure, administrators, licences, security and backups under its control except as allocated otherwise in the agreed scope. Compatibility with unapproved environments is not guaranteed. Loss caused by client-managed infrastructure, unauthorised modifications or unsupported components is allocated under clause 18.

27. Error reports and additional support

27.1 The client must provide available details, examples and reasonable access needed to assess a reported problem. No fixed response time, resolution time, unlimited support period or separate voluntary defect warranty is granted by these general terms.



27.2 Requested work outside the agreed supply or an applicable remedy obligation, including work caused by changed requirements, incorrect client information, misuse or external system changes, is chargeable. This clause does not convert an applicable remedy obligation into a paid support service.

27.3 An authorised request for diagnosis or troubleshooting covers the reasonable investigation needed to assess the reported issue, not a promise that a fault will be found or that a repair will be possible. Investigation outside the included service and any applicable no-charge remedy obligation is chargeable at the agreed rates under clause 7, even if the client later decides not to proceed with a proposed repair or change. Work already included in the agreed scope, and investigation forming part of a remedy that must be provided without additional charge, is not charged again.

28. SkyBase purchases

28.1 Included modules, workflows, integrations, migration, training, reports and support are determined by the agreed scope. SkyBase uses its standard interface unless changes are expressly included. Additional functions and design changes are variations.

28.2 Client-hosted deployments are subject to clause 26. The client must provide the agreed infrastructure and access. The presence of a demonstration feature does not itself include that feature in a different agreed package.

28.3 Storage, bandwidth, message, user and other resource allowances and additional usage rates are those stated in the agreement. No unspecified overage rate applies. Exceeding an agreed limit may require an agreed upgrade or reduced usage; material restrictions and price changes are governed by clauses 30 and 33.

29. Physical product purchases

29.1 Availability and delivery dates depend on suppliers and are estimates unless expressly agreed otherwise. A substitute product or price difference requires agreement. If an ordered product cannot be supplied, a similar substitute will be offered.

29.2 The client must inspect goods on receipt and promptly report apparent damage, shortages or incorrect items.

29.3 Risk passes on delivery to the agreed location and receipt by the client or its authorised recipient, on an expressly authorised unattended delivery, or on collection by the client or its independently appointed carrier. The client must safeguard goods after risk passes and use them in accordance with applicable instructions.

29.4 Title remains with Sympact until the price of the relevant goods is paid in full. The client grants a security interest in those unpaid goods and their identifiable proceeds, securing their unpaid price,



and must provide information reasonably required for registration under the Personal Property Securities Act 2009 (Cth). Recovery is limited to lawful enforcement and does not authorise forced entry or seizure of unrelated property.

29.5 Change-of-mind returns require Sympact's approval and any agreed reasonable return costs. This restriction does not apply to a return or remedy required by law. A manufacturer's warranty is subject to its own terms and does not replace rights preserved by clause 3.

29.6 The client must back up data before repair where practicable and identify any data-preservation requirement. Repair may result in data loss. Additional recovery or warranty-administration assistance outside the agreed supply or an applicable legal obligation is chargeable only when authorised.

30. Suspension of services

30.1 Sympact may suspend an affected service for a material breach, including an undisputed overdue payment, after written notice identifying the issue and a reasonable opportunity to remedy it.

30.2 Immediate restriction or suspension is permitted to the extent reasonably necessary for serious unlawful use, a material security threat, imminent harm or a binding legal direction or lawful provider direction affecting that service. Notice may follow as soon as practicable where advance notice would compromise that action or is prohibited.

31. Termination and cancellation

31.1 Either party may terminate an affected supply for a material breach not remedied within 14 days after written notice, or immediately for an irremediable serious breach or where continued supply would be unlawful.

31.2 Either party may end an ongoing service outside an agreed minimum term on 30 days' written notice. During a minimum term, early cancellation is subject to the agreed commitment and this clause. Project cancellation by the client is subject to clause 31.3.

31.3 On client cancellation for convenience, Sympact may charge for conforming work performed, goods supplied and reasonable unavoidable commitments specifically incurred for the authorised work. Minimum third-party commitments remain chargeable only where approved before commitment and not displaced by law.

31.4 Where Sympact ends a service for convenience or cannot supply it, prepaid amounts attributable to the unsupplied portion are refundable if the unsupplied portion exceeds 30 days. On other cancellations, deposits and prepayments are applied to lawful charges and any surplus is refundable. Clause 3 applies to termination for a supply failure.



31.5 Accrued payment obligations, confidentiality restrictions, ownership provisions, applicable liability limits and other provisions intended to operate after termination survive. Termination does not create a right to free migration, source code or continuing services.

32. Data export, transition and deletion

32.1 The client must arrange retrieval of Client Data before cancellation using available export or download functions. Assisted extraction, format conversion, migration, documentation and transition work are separately chargeable at agreed rates unless included in the service or required without charge by law.

32.2 Where standard tools do not allow retrieval, an assisted export in a reasonably usable available format may be arranged at cost to the client. Custom formats, reconstruction, third-party import compatibility and ongoing access are not included unless agreed. An export does not include Sympact source code or reusable platform structures.

32.3 After termination and a reasonable opportunity for the client to retrieve its data, Sympact may delete active service data. No fixed archival period or post-termination backup service is promised. Backup copies may expire through ordinary retention cycles; complete immediate erasure is not promised.

32.4 Client-owned domains and accounts remain client-owned. Transfer of their control is subject to identity verification and applicable provider procedures.

33. Amendments, notices and general provisions

33.1 Variations may be authorised under clause 7; other changes to an accepted project or negotiated terms require written agreement. For an ongoing service outside a fixed term, Sympact may change standard terms or charges for genuine supplier-cost, legal, security or operational reasons on 30 days' written notice.

33.2 Urgent legal or security changes may be made on shorter notice to the extent reasonably necessary.

33.3 Notices may be sent to designated email addresses. Email is received when capable of retrieval at the designated address; a delivery failure is not receipt. Receipt outside Business Hours counts as the next Business Day for notice periods. The client must keep contact details current.

33.4 A delay caused by an event genuinely beyond reasonable control, and not reasonably preventable or avoidable, excuses the affected performance for its duration. The affected party must notify the other and take reasonable steps to reduce the impact. If a material interruption continues for 30 days, either party may end the affected supply, with unused prepayments adjusted.



33.5 Neither party may assign the agreement in a manner materially prejudicing the other without consent, not to be unreasonably withheld. Permitted subcontracting is not an assignment. The agreement creates no general agency, partnership or employment relationship.

33.6 The agreement records the agreed terms of supply, without excluding liability for fraud or misleading conduct. A failure to exercise a right is not a waiver. An invalid or unenforceable provision is severable to the extent the remaining agreement can operate independently.

33.7 Electronic communications, signatures and counterparts may be used where legally effective. The client must retain its accepted proposal, schedules and terms for reference.

34. Artificial intelligence and automated outputs

34.1 Sympact may use AI Tools to assist development, design, support, analysis and content production, and may provide AI-enabled features within the agreed services. A specific restriction on AI use requires written agreement. Processing permissions remain limited by clauses 9 and 14 and any agreed data restrictions.

34.2 AI Outputs can be inaccurate, incomplete, biased, outdated or similar to third-party material. No assurance of perfect accuracy, originality, exclusivity, freedom from infringement or suitability for every use is given. AI Outputs are not professional advice, verified facts or regulatory certification merely because they are generated through a Sympact service. Clauses 3 and 18 govern these limitations.

34.3 Before publishing, sending, filing or otherwise relying on AI Outputs made available for its review or direct use, the client must carry out checks appropriate to the intended use, including checking business facts, calculations, recipients, rights and required permissions. These review obligations concern outputs and decisions within the client's control.

34.4 The client must not use unverified AI Outputs as the sole basis for decisions affecting safety, health, employment, legal rights, financial commitments, regulatory reporting or any other area. Relevant qualified human review is required. Additional professional review or certification is not included unless expressly agreed.

34.5 The client must have authority to submit prompts, files and other inputs. Personal, sensitive or confidential information must not be entered into a public AI service or an unapproved integration. Processing such information requires an agreed suitable service and a lawful basis. Permission under these terms does not authorise use of Client Data to train general-purpose AI models or make it publicly available; any such use requires separate, lawful written authority.



34.6 Sympact does not independently guarantee the availability, unchanged behaviour or ongoing compatibility of third-party AI models or APIs. Changes affecting a contracted feature are dealt with under clauses 15 and 33.

34.7 Subject to clauses 3 and 18, Sympact is not liable to the extent loss is caused by incorrect client inputs, client modifications, use outside the agreed purpose, disregard of stated limitations or failure to perform the client-controlled checks required by this clause.

34.8 AI-related claims against Sympact fall within the same aggregate limits and exclusions in clause 18, not a separate or additional liability allowance. Clause 18.7 applies to qualifying third-party claims caused by the client's breach of this clause. No separate AI accuracy, intellectual-property or outcome indemnity is provided by Sympact under these general terms.

34.9 Where the client controls an AI-enabled automation, it must configure and review the relevant inputs, permissions, approval steps and operating limits before enabling production actions, and arrange appropriate supervision of those actions. Monitoring or manually approving every generated output is not included unless expressly agreed.