

Terms and Conditions for emperius Pty Ltd AI Consultancy Services

Last Updated: February 2026

1. Services Overview

These Terms and Conditions ("Agreement") govern the provision of artificial intelligence consulting, automation strategy, implementation, and ongoing support services ("Services") by [emperius Pty Ltd] ("Consultant"), an AI consultancy based in Victoria, Australia, to clients ("Client").

By engaging with the Consultant or using its Services, the Client agrees to be bound by these Terms and Conditions.

2. Scope of Services

2.1 The Consultant provides the following types of Services:

- AI and automation strategy and roadmap development
- Implementation of AI workflows and automation solutions using platforms such as GoHighLevel, n8n, Lovable, and third-party tools
- Integration of AI solutions with the Client's existing systems and platforms
- Training, support, and ongoing optimization of implemented solutions
- Consultation on AI tool selection, platform architecture, and business process automation

2.2 The specific scope of work, deliverables, timelines, and costs for each project will be documented in a separate Scope of Work ("SOW") or proposal, which will be attached to this Agreement and form part of the binding contract.

3. Fees and Payment Terms

3.1 **Project Fees:** Fees for implementation and strategy projects are outlined in the SOW or proposal. Fees are quoted in Australian Dollars (AUD) and are exclusive of Goods and Services Tax (GST) unless otherwise stated.

3.2 **Retainer Services:** Ongoing support and optimisation services may be provided on a monthly retainer basis as agreed in the SOW. Retainer fees are due on the 1st of each month and must be paid within 7 days of invoice.

3.3 Payment Schedule: For projects, the Consultant may require payment as follows:

- Fifty percent upon SOW acceptance and project commencement
- Fifty percent upon project completion and delivery of agreed deliverables

Alternatively, payment may be billed in milestone installments as documented in the SOW.

3.4 Late Payment: Invoices are due within 14 days of issue unless otherwise agreed. Overdue payments may incur a late fee of 1.5% per month on the outstanding balance or the maximum allowed by Australian Consumer Law, whichever is lower.

3.5 Expense Reimbursement: The Client agrees to reimburse the Consultant for reasonable out-of-pocket expenses (travel, third-party tools, specialist contractor fees, etc.) incurred in delivering Services, provided they are approved in advance by the Client.

3.6 Refunds: Services are provided on a time-and-materials or project-specific basis. No refunds are provided for completed work or hours already expended. If the Client terminates a project, the Client remains liable for all work completed up to the termination date.

4. Deliverables and Acceptance

4.1 The Consultant will deliver agreed deliverables in the format and timeline specified in the SOW. Deliverables may include documentation, system configurations, training materials, and implementation reports.

4.2 The Client agrees to review deliverables within five business days of receipt and provide feedback or acceptance in writing.

4.3 If the Client requests changes or revisions to deliverables beyond the original scope, the Consultant will provide an estimate for the additional work. Such changes are subject to an amendment to the SOW and may incur additional fees.

4.4 Acceptance of deliverables constitutes the Client's acknowledgment that Services have been completed in accordance with the SOW.

5. Intellectual Property

5.1 Consultant's IP: All pre-existing materials, templates, frameworks, methodologies, processes, and tools developed or owned by the Consultant prior to engagement ("Consultant IP") remain the exclusive property of the Consultant. The Client receives a non-exclusive, non-transferable license to use Consultant IP solely as necessary to benefit from the Services provided.

5.2 Client Data and Systems: The Client retains all ownership and intellectual property rights in its own data, documents, systems, platforms, and proprietary information.

5.3 Custom Deliverables: Custom configurations, workflows, integrations, and documentation created specifically for the Client during the engagement ("Custom Work") are the property of the Client. The Consultant retains the right to use anonymized learnings, processes, and general methodologies from the Custom Work in future engagements, provided no confidential information is disclosed.

5.4 **Case Studies:** The Consultant may request permission to use the engagement as a case study or reference for marketing purposes. The Client's permission is not required, but the Consultant agrees to anonymize sensitive details and remove identifying information unless the Client grants explicit written consent.

6. Confidentiality

6.1 Both parties agree to maintain the confidentiality of all non-public information, trade secrets, and proprietary data shared during the engagement.

6.2 The Consultant will use the Client's confidential information solely for the purpose of delivering the Services and will not disclose such information to third parties without prior written consent, except to contractors or sub-processors necessary to deliver the Services (who will be bound by equivalent confidentiality obligations).

6.3 Confidentiality obligations do not apply to information that: (a) is or becomes publicly available through no breach of this Agreement; (b) is rightfully received from a third party without confidentiality obligations; (c) is independently developed without reference to the Client's information; or (d) is required to be disclosed by law.

6.4 Confidentiality obligations survive termination of this Agreement for a period of 3 years.

7. Limitations of Liability

7.1 **Disclaimer of Warranties:** The Consultant provides Services on an "as-is" basis. The Consultant does not warrant that Services will be error-free, uninterrupted, or meet specific business outcomes. The Consultant makes no guarantee of increased revenue, cost savings, or specific performance metrics resulting from implemented Solutions.

7.2 **No Liability for Outcomes:** The Consultant is not liable for any business losses, lost revenue, lost profit, lost data, reputational harm, or indirect damages arising from the use or misuse of implemented AI solutions, integrations, or recommendations, even if the Consultant has been advised of the possibility of such damages.

7.3 **Cap on Liability:** In no event shall the Consultant's total liability under this Agreement exceed the total fees paid by the Client to the Consultant in the 12 months preceding the claim.

7.4 **Client Responsibility:** The Client remains responsible for: (a) backup and disaster recovery of its own data and systems; (b) compliance with applicable laws and regulations in its use of AI solutions; (c) user training and change management; and (d) ongoing monitoring and maintenance of implemented systems.

8. Limitation of Liability for Integrations

8.1 The Consultant integrates third-party platforms and tools (GoHighLevel, n8n, Zapier, etc.) as directed by the Client. The Consultant is not responsible for: (a) changes, disruptions, or discontinuation of third-party services; (b) data loss or corruption by third-party platforms; (c) incompatibility or conflicts between third-party systems; or (d) security breaches or data exposure by third-party providers.

8.2 The Client is responsible for reviewing and accepting the terms and conditions of all third-party platforms integrated into the Solutions.

8.3 The Consultant does not guarantee that third-party integrations will function without interruption or will continue to be supported by third-party vendors.

9. Indemnification

9.1 The Client agrees to indemnify and hold harmless the Consultant from any third-party claims, damages, or liabilities arising from: (a) the Client's use or misuse of implemented Solutions; (b) the Client's breach of applicable laws or regulations; (c) the Client's confidential information or data; or (d) the Client's instructions or directions to the Consultant.

9.2 The Consultant agrees to indemnify the Client from claims that the Consultant's original work infringes a third party's intellectual property rights, provided the Client promptly notifies the Consultant of the claim and cooperates in its defense.

10. Data Protection and Privacy

10.1 The Consultant complies with applicable Australian data protection laws, including the Privacy Act 1988 (Cth) and Australian Consumer Law. To the extent the Consultant processes personal data on behalf of the Client, the parties may enter into a separate Data Processing Agreement ("DPA") to address obligations under applicable privacy legislation.

10.2 The Client is responsible for obtaining necessary consents from individuals whose personal data is processed through the Solutions and for complying with privacy law obligations in its jurisdiction.

10.3 The Consultant will implement reasonable security measures to protect Client data during engagement. However, the Consultant does not guarantee absolute security against unauthorised access, hacking, or data breaches.

11. Modifications and Scope Creep

11.1 Any changes to the original scope of work, deliverables, timeline, or fees must be documented in a written amendment signed by both parties.

11.2 If the Client requests significant additional work or modifications beyond the original SOW, the Consultant may pause work and provide a revised estimate and timeline before proceeding.

11.3 The Consultant reserves the right to charge hourly rates for ad-hoc support or changes requested outside the agreed scope.

12. Term and Termination

12.1 **Project Engagements:** Project-based engagements commence on the date of SOW acceptance and conclude upon delivery and acceptance of agreed deliverables.

12.2 **Retainer Engagements:** Retainer services continue on a month-to-month basis unless otherwise specified in the SOW. Either party may terminate the retainer with 30 days' written notice.

12.3 **Termination by Client:** If the Client terminates the engagement before completion, the Client remains liable for all work completed to date and any costs incurred by the Consultant on the Client's behalf.

12.4 **Termination by Consultant:** The Consultant may terminate the engagement if: (a) the Client fails to pay invoices within 30 days of due date; (b) the Client materially breaches this Agreement and fails to cure within 14 days of written notice; or (c) continuing the engagement would violate applicable law or professional standards.

12.5 **Survival:** Sections regarding Confidentiality, Intellectual Property, Limitation of Liability, Indemnification, and Dispute Resolution survive termination of this Agreement.

13. Warranties and Representations

13.1 Consultant Warranties:

- The Consultant has the authority to enter into this Agreement and deliver the Services.
- The Consultant will perform Services in a professional and workmanlike manner, consistent with industry standards.
- The Consultant's original work does not infringe third-party intellectual property rights (subject to Section 9.2)

13.2 Client Warranties:

- The Client has authority to engage the Consultant and enter into this Agreement.
- The Client owns or has rights to all data and systems the Client provides to the Consultant.
- The Client's use of the Services complies with applicable laws and regulations.

14. Support and Maintenance

14.1 **Implementation Support:** During the initial implementation phase (as specified in the SOW), the Consultant provides support for system configuration, testing, and deployment.

14.2 **Post-Launch Support:** Unless a retainer agreement is in place, post-launch support is not included. Ad-hoc support requests may be billed hourly at the Consultant's standard rate.

14.3 **Ongoing Updates:** The Consultant does not automatically update or maintain implemented solutions unless a separate retainer agreement is in place. The Client is responsible for platform updates and ongoing security patching.

14.4 **Third-Party Platform Changes:** The Consultant is not liable for changes to third-party platforms (e.g., API changes, feature deprecation) that affect implemented Solutions. The Consultant may charge additional fees to remediate incompatibilities caused by third-party changes.

15. Compliance and Regulatory

15.1 The Client is responsible for ensuring its use of the Solutions complies with all applicable Australian laws and regulations, including privacy, consumer protection, employment, and industry-specific rules.

15.2 The Consultant does not provide legal or compliance advice. If legal or regulatory compliance matters arise, the Client should consult with a qualified legal advisor.

15.3 The Consultant will comply with Australian Consumer Law, including providing accurate representations about Services and not engaging in misleading or deceptive conduct.

16. Dispute Resolution

16.1 **Informal Resolution:** In the event of a dispute, both parties agree to attempt good-faith negotiation and resolution within 14 days of written notice of the dispute.

16.2 **Mediation:** If negotiation fails, either party may request non-binding mediation conducted by a neutral third party agreed upon by both parties. The cost of mediation will be shared equally.

16.3 **Jurisdiction:** This Agreement is governed by the laws of Victoria, Australia. Both parties submit to the exclusive jurisdiction of the courts of Victoria for any legal proceedings.

16.4 **Venue:** Any legal action must be brought in the courts of Victoria, Australia.

17. Limitation of Liability for Australian Consumer Law

To the extent permitted by Australian Consumer Law, the Consultant limits its liability to the re-supply of the Services or the cost of resupply. The Consultant excludes liability for loss or damage that cannot be excluded under applicable law.

18. Exclusions from Liability

The Consultant is not liable for any losses arising from:

- The Client's failure to implement the Consultant's recommendations.
- The Client's failure to train staff on implemented Solutions.
- The Client's failure to backup data or implement disaster recovery.
- Third-party platform failures or discontinuation of services
- Cyberattacks, hacking, or unauthorised access to the Client's systems.
- Acts of God or force majeure events

19. Force Majeure

Neither party is liable for delays or failure to perform Services resulting from causes beyond its reasonable control, including natural disasters, pandemics, war, terrorism, strikes, or governmental action. The affected party must notify the other within 7 days and use reasonable efforts to mitigate the impact.

20. Entire Agreement

This Agreement, including any attached SOW or proposal, constitutes the entire agreement between the parties regarding the Services. All prior negotiations, representations, and agreements are superseded. No modification of this Agreement is valid unless in writing and signed by both parties.

21. Severability

If any provision of this Agreement is found invalid or unenforceable, the remaining provisions remain in full force and effect to the maximum extent permitted by law.

22. Notices

Any notices required under this Agreement must be in writing and delivered by email, hand delivery, or registered mail to the addresses specified by each party. Notices are deemed received upon delivery.

23. Relationship of Parties

The Consultant is an independent contractor and not an employee, agent, or partner of the Client. The Client is not authorised to represent the Consultant or bind the Consultant to any obligations.

24. Assignment

Neither party may assign rights or obligations under this Agreement without the other party's prior written consent. Any attempted assignment without consent is void.

25. Third-Party Beneficiaries

This Agreement is solely for the benefit of the Client and Consultant and does not confer rights on any third parties.