



SAAS AGREEMENT TERMS AND CONDITIONS & END USER LICENCE AGREEMENT (EULA)

SAAS AGREEMENT TERMS AND CONDITIONS: PAGES 1 - 13

END USER LICENCE AGREEMENT (EULA): PAGES 14 - 16

We are Aidtrade AI Pty Ltd (ABN 44688574165) ('Aidtrade', 'we', 'us' or 'our'). We provide an AI-powered price estimation software-as-a-service platform that enables trade and home-service businesses to generate approximate, non-binding estimates for potential customers (**Software**). These Terms govern your access to and use of the Software and any related services we provide (**Subscription**).

Please note: Your Subscription renews automatically each month and Subscription Fees will continue to be charged unless you cancel at least one (1) Business Day before renewal.

1. READING AND ACCEPTING THESE TERMS

- (a) By creating an account, ticking the acceptance checkbox, or continuing to use the Software, you confirm that you have read and agree to be bound by these Terms on behalf of yourself or, if applicable, the business you represent.
- (b) If you accept these Terms on behalf of a business, you represent that you are authorised to bind that business.
- (c) We may update these Terms from time to time where reasonably necessary. If changes materially affect your rights or obligations, we will notify you. If you continue using the Software after the effective date, you are deemed to accept the updated Terms. You may cancel your Subscription before changes take effect.

2. ELIGIBILITY

You must be at least 18 years old to use the Software. If you subscribe on behalf of a business, "you" means that business and you confirm you are authorised to bind it.

3. DURATION OF YOUR SUBSCRIPTION

- (a) Your Subscription begins when you create your account or commence your 30-day free trial. After the free trial, your Subscription is billed monthly in advance and continues until cancelled.
- (b) You may cancel at any time by providing one (1) Business Days' notice, but cancellation will take effect at the end of the current billing cycle.

4. THE AIDTRADE SOFTWARE

4.1. SCOPE OF THE SOFTWARE

- (a) Aidtrade provides an AI-powered price estimator that generates approximate, non-binding price estimates for potential customers based on inputs provided by you and/or end users. Aidtrade is not responsible for verifying the accuracy of inputs or outputs and does not provide professional, financial or trade advice.
- (b) Aidtrade does not perform any trade work, does not guarantee pricing accuracy, and is not a party to any contract between you and your customers.

4.2. ACCOUNTS

- (a) **(Accounts)** To use the Software, you may be required to sign-up, register and receive an account through our Website (an **Account**).
- (b) **(Provide Information)** As part of the Account registration process and as part of your continued use of the Website, you may be required to provide personal information and details, such as your email address, first and last name, preferred username, a secure password, company/business name, billing, postal and physical addresses, mobile phone number, and other information as determined by us from time to time.
- (c) **(Security)** You are responsible for maintaining the confidentiality of your login credentials and ensuring only authorised personnel access your account.
- (d) **(Warranty)** You warrant that any information you give to us in the course of completing the Account registration process is accurate, honest, correct and up-to-date.
- (e) **(Acceptance)** Once you complete the Account registration process, we may, in our absolute discretion, choose to accept you as a registered user within the Website and provide you with an Account.

4.3. DISCLAIMER

You acknowledge and agree that:

- (a) estimates generated through the Software are generated using artificial intelligence and probabilistic methods. Outputs may be incorrect, incomplete or imprecise – they are approximate only and Aidtrade does not guarantee the accuracy of any estimate. You must independently verify all estimates before providing them to customers as a quote or relying on them in any commercial decision.
- (b) any information provided to you as part of or in connection with the Software is general in nature, may not be suitable for your circumstances and does not constitute financial, legal or any other kind of professional advice;
- (c) Aidtrade is not responsible for any acts, omissions, representations, warranties or services provided by you to your customers. You are solely responsible for all customer interactions, pricing, work quality, representations and contractual obligations; and
- (d) it is your responsibility to comply with applicable Laws relevant to your business, including industrial relations Laws and privacy Laws.

4.4. SOFTWARE LICENCE

- (a) While your Subscription is maintained, Aidtrade grants you a non-exclusive, non-transferable licence to access and use the Software for your internal business purposes. You must not reverse engineer, reproduce, or attempt to derive any underlying algorithms, prompts, logic or calculation methods.
- (b) Each Subscription includes one account login. You must not share your login credentials with any other person except your employees, contractors or authorised agents who require access for your internal business purposes. You remain fully responsible for all use of the Software accessed through your account, including by any person to whom you provide access.
- (c) We may from time to time, in our absolute discretion, release enhancements, updates or new versions of the Software (**Enhancements**). Enhancements may modify how estimates are generated, but will not materially reduce the overall functionality of the Software without prior notice. Enhancements may cause downtime or delays from time to time, and no credits will be provided for such downtime.
- (d) We may change any features of the Software at any time on notice to you, provided such changes do not materially reduce the overall functionality of the Software.

4.5. WHITE-LABELLING

- (a) Subject to your compliance with these Terms, we grant you a limited, non-exclusive right to white-label the Software for use with your customers, including by embedding the Software on your website or displaying it under your own branding.
- (b) You must ensure that all end users who access or use the white-labelled Software are presented with, and agree to, the End User Licence Agreement (attached to these

Terms). You must not allow any person to access or use the Software unless they have accepted the EULA.

- (c) You remain solely responsible for all interactions with end users, for their compliance with the EULA, and for any representations, quotes or services you provide to them.

4.6. SUPPORT SERVICES

We will provide general support where reasonably necessary to resolve technical issues with the Software (**Support Services**). Unless otherwise agreed in writing:

- (a) we will take reasonable steps to provide Support Services where necessary (you must first endeavour to resolve any issues with the Software internally and we will not assist with issues that are beyond our reasonable control);
- (b) we will use our reasonable endeavours to respond to requests for Support Services within 24 hours, however you acknowledge that we may not be available 24/7 or respond within a particular time frame;
- (c) you are responsible for all internal administration and managing access, including storing back-up passwords and assisting your Users to access and use the Software; and
- (d) you will not have any claim for delay to your access to the Software due to any failure or delay in Support Services.

5. DATA HOSTING

We will store User Data you upload to the Software using a third party hosting service selected by us (**Hosting Services**), subject to the following terms:

- (a) (**hosting location**) You acknowledge and agree that we may use storage servers to host the Software through cloud-based services, and potentially other locations outside Australia.
- (b) (**service quality**) While we will use our best efforts to select an appropriate hosting provider, we do not guarantee that the Hosting Services will be free from errors or defects or that User Data will be accessible or available at all times.
- (c) (**security**) We will use our best efforts to ensure that User Data is stored securely. However, we do not accept responsibility or liability for any unauthorised use, destruction, loss, damage or alteration to User Data, including due to hacking, malware, ransomware, viruses, malicious computer code or other forms of interference.
- (d) (**backups & disaster recovery**) In the event that User Data is lost due to a system failure (e.g. a database or webserver crash), we cannot guarantee that any backup will be available, or if available that such a backup will be free from errors or defects.
- (e) (**post-termination**) User Data is deleted after Account termination. You should maintain your own backups.

6. CLIENT OBLIGATIONS

You agree to:

- (a) provide us with all documentation, information and assistance reasonably required by us to provide the Software and any Support Services; and
- (b) provide us with access to any third party or other accounts used by you (including log-in details and passwords), as is reasonably required by us to provide the Software and Support Services.

6.2. CLIENT MATERIAL

- (a) You warrant that all information, documentation and other Material you provide to us for the purpose of receiving the Software is complete, accurate and up-to-date.
- (b) You release us from all liability in relation to any loss or damage arising out of or in connection with the Software, to the extent such loss or damage is caused or contributed to by information, documentation or any other Material provided by you being incomplete, inaccurate or out-of-date.

6.3. YOUR OBLIGATIONS

- (a) **You must, and must ensure that all Users, comply with these Terms at all times.**
You acknowledge and agree that we will have no liability in respect of any damage, loss or expense which arises in connection with your, your Personnel's, or any User's, breach of these Terms, and you indemnify us in respect of any such damage, loss or expense.
- (b) You are solely responsible for the pricing data, labour rates, materials, and other information you upload into the Software.
- (c) You are solely responsible for complying with all applicable privacy and data protection laws in relation to User Data you collect from your customers through the Software.
- (d) You must not, and must not encourage or permit any User, Personnel or any third party to, without our prior written approval:
- (i) upload sensitive information or commercial secrets using the Software;
 - (ii) upload any inappropriate, offensive, illicit, illegal, pornographic, sexist, homophobic or racist material using the Software;
 - (iii) use the Software for any purpose other than for the purpose for which it was designed, including you must not use the Solution in a manner that is illegal or fraudulent or facilitates illegal or fraudulent activity (including requesting or accepting a job which includes illegal activities or purposes);
 - (iv) upload any material that is owned or copyrighted by a third party;
 - (v) make copies of the Software;
 - (vi) adapt, modify or tamper in any way with the Software;
 - (vii) remove or alter any copyright, trade mark or other notice on or forming part of the Software;
 - (viii) act in any way that may harm our reputation or that of associated or interested parties or do anything at all contrary to the interests of us or the Software;
 - (ix) use the Software in a way which infringes the Intellectual Property Rights of any third party;
 - (x) create derivative works from or translate the Software;
 - (xi) publish or otherwise communicate the Software to the public, including by making it available online or sharing it with third parties;
 - (xii) integrate the Software with third party data or Software, or make additions or changes to the Software, (including by incorporating APIs into the Software) other than integrating in accordance with any instructions provided by us in writing;
 - (xiii) intimidate, harass, impersonate, stalk, threaten, bully or endanger any other User or distribute unsolicited commercial content, junk mail, spam, bulk content or harassment in connection with the Software;
 - (xiv) sell, loan, transfer, sub-licence, hire or otherwise dispose of the Software to any third party, other than granting a User access as permitted under these Terms;
 - (xv) decompile or reverse engineer the Software or any part of it, or otherwise attempt to derive its source code;
 - (xvi) share your Account or Account information, including log in details or passwords, with any other person and that any use of your Account by any person who is not the account holder is strictly prohibited. You must immediately notify us of any unauthorised use of your Account, password or email, or any other breach or potential breach of the Solution's security;
 - (xvii) use the Solution for any purpose other than for the purpose for which it was designed, including you must not use the Solution in a manner that is illegal or fraudulent or facilitates illegal or fraudulent activity (including requesting or accepting a job which includes illegal activities or purposes);
 - (xviii) make any automated use of the Solution and you must not copy, reproduce, translate, adapt, vary or modify the Solution without our express written consent; or

- (xix) attempt to circumvent any technological protection mechanism or other security feature of the Software.
- (e) If you become aware of misuse of your Subscription by any person, any errors in the material on your Subscription or any difficulty in accessing or using your Subscription, please contact us immediately using the contact details or form provided on our Website.
- (f) You agree, and you must ensure that all Users agree:
 - (i) to comply with each of your obligations in these Terms;
 - (ii) to sign up for an Account in order to use the Solution;
 - (iii) that information given to you through the Software, by us or another User, is general in nature and we take no responsibility for anything caused by any actions you take in reliance on that information; and
 - (iv) that we may cancel your, or any User's, Account at any time if we consider, in our absolute discretion, that you or they are in breach of, or are likely to breach, this clause 6.

7. FEES AND PAYMENT

7.1. TRIAL PERIOD

We may from time to time offer a free trial period of the Software (**Free Trial Period**). No payments will be due during any Free Trial Period and your first payment will be due immediately after the expiry of the Free Trial Period.

7.2. SUBSCRIPTION FEES

- (a) You must pay subscription fees to us in the amounts specified on the Website or as otherwise agreed in writing (**Subscription Fees**).
- (b) All Subscription Fees must be paid in advance and are non-refundable for change of mind.
- (c) Unless otherwise agreed in writing, the Subscription Fees are due and payable on a recurring basis for the duration of your Subscription, with the first payment being due on the first day of the Subscription Period (or immediately after the expiry of any applicable Free Trial Period) and at the beginning of every Renewal Period thereafter.

7.3. AUTOMATIC RECURRING BILLING

Subject to clause 7.4:

- (a) Your Subscription will continue to renew on an automatic indefinite basis unless you notify us that you wish to cancel in accordance with this clause 7.
- (b) While your Subscription is maintained, your Subscription Fees will continue to be debited at the beginning of each Renewal Period from the payment method you nominated when you registered for an Account.
- (c) By signing up for a recurring Subscription, you acknowledge and agree that your Subscription has an initial and recurring payment feature, and you accept responsibility for all recurring charges prior to your cancellation of your Subscription.

7.4. CHANGES TO SUBSCRIPTION FEES

We may, from time to time, change our Subscription Fees and provide you with 10 Business Days' notice prior to the changes. During this time, you have the opportunity to cancel your Subscription with us.

7.5. LATE PAYMENTS

We may suspend access to your Account and the Software if payment is more than 7 days overdue.

7.6. GST

The Fees are inclusive of GST.

7.7. CARD SURCHARGES

We reserve the right to charge credit card surcharges in the event payments are made using a credit, debit or charge card (including Visa, MasterCard or American Express).

7.8. ONLINE PAYMENT PARTNER

- (a) We may use a third-party online payment partner, currently Stripe (**Online Payment Partner**) to collect Subscription Fees.
- (b) You acknowledge agree that:
 - (i) the processing of payments by the Online Payment Partner will be, in addition to this agreement, subject to the terms, conditions and privacy policies of the Online Payment Partner, which can be found here: <https://stripe.com/au/legal/ssa>
 - (ii) you release us and our Personnel in respect of all liability for loss, damage or injury which may be suffered by any person arising from any act or omission of the Online Payment Partner, including any issue with security or performance of the Online Payment Partner's platform or any error or mistake in processing your payment; and
 - (iii) We reserve the right to correct, or to instruct our Online Payment Partner to correct, any errors or mistakes in collecting your payment.

8. INTELLECTUAL PROPERTY AND DATA

8.1. SOFTWARE CONTENT INTELLECTUAL PROPERTY

- (a) (**Our ownership**) We retain all rights, title and interest (including all Intellectual Property Rights) in and to the Software and all Materials provided to you in connection with your Subscription (**Software Content**). For clarity, Software Content includes, without limitation:
 - (i) the estimator logic, workflows, prompts, models, calculation engines and internal methodologies;
 - (ii) all text, graphics, logos, designs, icons, images, audio-visual material and code; and
 - (iii) any Enhancements, updates or modifications.

Nothing in these Terms transfers ownership of any Software Content to you.

- (b) (**Licence to you**) We grant you a non-exclusive, non-transferable, revocable licence to access and use the Software Content solely for your internal business purposes permitted under your Subscription. You may make temporary electronic copies of Software Content solely as needed to use the Software. Except as expressly permitted, you must not reproduce, adapt, modify, translate, publish, distribute, commercialise or otherwise deal with any Software Content without our prior written consent.
- (c) (**No extraction or replication of logic**) You must not, and must not permit any person to:
 - (i) reverse engineer, disassemble, decompile, scrape, mine, extract, reproduce or attempt to derive the source code, algorithms, estimation logic, AI prompts, workflows, data structures or methodologies underlying the Software; or
 - (ii) use the Software to create competing or derivative products or services.

8.2. USER DATA

Our Rights and Obligations

- (a) You grant us and our Personnel a non-exclusive, royalty-free, worldwide licence to use, store, host, copy, transmit and process User Data to the extent reasonably required to:
 - (i) provide, maintain and support the Software;
 - (ii) improve and develop the Software and our other products and services; and
 - (iii) generate anonymised or aggregated insights for our business purposes, including analytics and machine learning.

For clarity, we will not disclose User Data in identifiable form except as required to provide the Software, comply with law, or with your consent.

- (b) We reserve the right to remove any User Data at any time, for any reason, including where we deem User Data to be inappropriate, offensive, illicit, illegal, pornographic, sexist, homophobic or racist.

Your Obligations and Grant of Licence to Us

- (c) You are responsible for ensuring that:
 - (i) you share User Data only with intended recipients; and
 - (ii) all User Data is appropriate and not in contravention of these Terms.
- (d) You:
 - (i) warrant that our use of User Data will not infringe any third-party Intellectual Property Rights; and
 - (ii) indemnify us from and against all losses, claims, expenses, damages and liabilities (including any taxes, fees or costs) which arise out of such infringement.

9. THIRD PARTY SOFTWARE & TERMS

9.1. THIRD PARTY TERMS

- (a) The Software may be provided using goods or services supplied by third parties (such as hosting providers, AI service providers or payment processors).
- (b) Your use of the Software may be affected by the terms and conditions imposed on us by those third parties. Where reasonably practicable, we will identify any material third-party terms that apply to your use of the Software.
- (c) We are not responsible for the availability, performance or acts or omissions of those third-party goods or services, except to the extent required by law.

9.2. THIRD PARTY SOFTWARE INTEGRATIONS

- (a) You acknowledge and agree that issues can arise when data is uploaded to software, when data is transferred between different software programs, and when different software programs are integrated together. We cannot guarantee that integration processes between the Software and other software programs will be free from errors, defects or delay.
- (b) You agree that we will not be liable for the functionality of any third party goods or services, including any third party software, or for the functionality of the Software if you integrate it with third party software, or change or augment the Software, including by making additions or changes to the Software code, and including by incorporating APIs into the Software.
- (c) If you add third party software or software code to the Software, integrate the Software with third party software, or make any other changes to the Software, including the Software code (**User Software Changes**), then:
 - (i) you acknowledge and agree that User Software Changes can have adverse effects on the Solution, including the Software;
 - (ii) you will indemnify us in relation to any loss or damage that arises in connection with the User Software Changes;
 - (iii) we will not be liable for any failure in the Solution, to the extent such failure is caused or contributed to by a User Software Change;
 - (iv) we may require you to change or remove User Software Changes, at our discretion, and if we do so, you must act promptly;
 - (v) we may suspend your access to the Solution until you have changed or removed User Software Change; and/or
 - (vi) we may change or remove any User Software Change, in our absolute discretion. We will not be liable for loss of data or any other loss or damage you

may suffer in relation to our amendment to, or removal of, any User Software Change.

- (d) You are solely responsible for the configuration and management of any third-party CRM or system integrations. Aidtrade does not access, review or verify third-party system configurations.

10. CONFIDENTIALITY

- (a) Except as contemplated by these Terms, a party must not, and must not permit any of its Personnel, use or disclose to any person any Confidential Information disclosed to it by the other party without the disclosing party's prior written consent.
- (b) Each party must promptly notify the other party if it learns of any potential, actual or suspected loss, misappropriation or unauthorised access to, or disclosure or use of Confidential Information or other compromise of the security, confidentiality, or integrity of Confidential Information.
- (c) The notifying party will investigate each potential, actual or suspected breach of confidentiality and assist the other party in connection with any related investigation.

11. PRIVACY

- (a) We collect personal information about you in the course of providing you with the Solution, to contact and communicate with you, to respond to your enquiries and for other purposes set out in our Privacy Policy which can be found at <https://aidtrade.ai/privacy-policy/>.
- (b) Our Privacy Policy contains more information about how we use, disclose and store your personal information and details how you can access and correct your personal information.
- (c) By agreeing to these Terms, you agree to our handling of personal information in accordance with our Privacy Policy.

12. LIABILITY

12.1. WARRANTIES AND LIMITATIONS

- (a) **(Warranties)** We warrant that:
 - (i) during the Subscription Period, the Software will be provided as described to you in, and subject to, these Terms; and
 - (ii) to our knowledge, the use of the Software in accordance with these Terms will not infringe the Intellectual Property Rights of any third party.
- (b) **(Errors)** We will correct any errors, bugs or defects in the Software which arise during your Subscription and which are notified to us by you, unless the errors, bugs or defects:
 - (i) result from the interaction of the Software with any other solution or computer hardware, software or services not approved in writing by us;
 - (ii) result from any misuse of the Software; or
 - (iii) result from the use of the Software by you other than in accordance with these Terms.
- (c) **(Service Limitations)** While we will use our best endeavours to ensure the Software is working for its intended purpose, you acknowledge and agree that from time to time, you may encounter the following issues:
 - (i) the Software may have errors or defects;
 - (ii) the Software may not be accessible at times;
 - (iii) messages sent through the Software may not be delivered promptly, or delivered at all;
 - (iv) information you receive or supply through the Software may not be secure or confidential; or

- (v) any information provided through the Software may not be accurate or true.
- (d) **(Exclusion)** To the maximum extent permitted by applicable law, all express or implied representations and warranties not expressly stated in these Terms are excluded.
- (e) The Software is provided on an “as-is” and “as-available” basis. Aidtrade does not warrant that estimates will be accurate or suitable for any purpose.
- (f) **(Consumer law)** Nothing in these Terms is intended to limit the operation of the Australian Consumer Law contained in the *Competition and Consumer Act 2010* (Cth) (**ACL**). Under the ACL, the Client may be entitled to certain remedies (like a refund, replacement or repair) if there is a failure with the goods or services provided.

12.2. LIABILITY

- (a) To the maximum extent permitted by law, and subject to clause 12.2(c), each party’s total aggregate liability to the other party for any loss or damage suffered in connection with these Terms or the Software is limited to the greater of:
 - (i) the total Subscription Fees paid by you to us in the 12 months preceding the event giving rise to the liability; and
 - (ii) the cost of having the relevant services re-supplied.
- (b) The limitation in clause 12.2(a) does not apply to liability arising from:
 - (i) a party’s fraud, wilful misconduct or gross negligence;
 - (ii) personal injury, death, or loss or damage to tangible property;
 - (iii) a breach by you of clause 4.4 (Software Licence), including any unauthorised access, sharing, reverse engineering, misuse or replication of the Software;
 - (iv) a breach by you of clause 8.1 (IP protection, including logic/workflow extraction prohibitions); or
 - (v) any liability that cannot be limited under the Australian Consumer Law.
- (c) Nothing in these Terms excludes, restricts or modifies any rights or remedies that cannot be excluded under the *Competition and Consumer Act 2010* (Cth) or any other applicable law.

12.3. CONSEQUENTIAL LOSS

To the maximum extent permitted by law, neither party will be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue in connection with these Terms or any goods or services provided by us, except:

- (a) in relation to a party’s liability for fraud, personal injury, death or loss or damage to tangible property; or
- (b) to the extent this liability cannot be excluded under the *Competition and Consumer Act 2010* (Cth).

13. CANCELLATION

13.1. CANCELLATION

- (a) You may terminate your Subscription at any time by providing 1 Business Days’ notice to Aidtrade.
- (b) Aidtrade may suspend or terminate your access only if you materially breach these Terms or misuse the Software.
- (c) Either party may cancel your Subscription immediately by written notice if there has been a Breach of these Terms.
- (d) A “**Breach**” of these Terms means:
 - (i) a party (**Notifying Party**) considers the other party (or any of its Personnel or Users) is in breach of these Terms and notifies the other party;
 - (ii) the other party is given 10 Business Days to rectify the breach; and

- (iii) the breach has not been rectified within 10 Business Days or another period agreed between the parties in writing.

13.2. EFFECT OF TERMINATION

Upon termination of this agreement:

- (a) you will no longer have access to the Software, your Account or your User Data and we will have no responsibility to store or otherwise retain any User Data (and you release us in respect of any loss or damage which may arise out of us not retaining any User Data beyond that point);
- (b) unless agreed in writing, any Subscription Fees that would otherwise have been payable after termination for the remainder of the relevant Renewal Period will remain payable and, to the maximum extent permitted by law, no Subscription Fees already paid will be refundable; and
- (c) each party must comply with all obligations that are by their nature intended to survive the end of this agreement.

14. DISPUTE RESOLUTION

- (a) A party claiming that a dispute has arisen under or in connection with this agreement must not commence court proceedings arising from or relating to the dispute, other than a claim for urgent interlocutory relief, unless that party has complied with the requirements of this clause.
- (b) A party that requires resolution of a dispute which arises under or in connection with this agreement must give the other party or parties to the dispute written notice containing reasonable details of the dispute and requiring its resolution under this clause.
- (c) Once the dispute notice has been given, each party to the dispute must then use its best efforts to resolve the dispute in good faith. If the dispute is not resolved within a period of 14 days (or such other period as agreed by the parties in writing) after the date of the notice, any party to the dispute may take legal proceedings to resolve the dispute.

15. FORCE MAJEURE

- (a) We will not be liable for any delay or failure to perform its obligations under this agreement if such delay or failure arises out of a Force Majeure Event.
- (b) If a Force Majeure Event occurs, we must use reasonable endeavours to notify you of:
 - (i) reasonable details of the Force Majeure Event; and
 - (ii) so far as is known, the probable extent to which We will be unable to perform or be delayed in performing its obligations under this agreement.
- (c) Subject to compliance with clause 15(b), our relevant obligation will be suspended during the Force Majeure Event to the extent that it is affected by the Force Majeure Event.
- (d) For the purposes of this agreement, a 'Force Majeure Event' means any:
 - (i) act of God, lightning strike, meteor strike, earthquake, storm, flood, landslide, explosion or fire;
 - (ii) strikes or other industrial action outside of the control of us;
 - (iii) war, terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic, pandemic; or
 - (iv) any decision of a government authority in relation to COVID-19, or any threat of COVID-19 beyond the reasonable control of us, to the extent it affects our ability to perform our obligations.

16. NOTICES

- (a) A notice or other communication to a party under these Terms must be:
 - (i) in writing and in English; and

- (ii) delivered via email to the other party, to the email address specified in the Order, or if no email address is specified in the Order, then the email address most regularly used by the parties to correspond regarding the subject matter of this agreement as at the date of this agreement (**Email Address**). The parties may update their Email Address by notice to the other party.
- (b) Unless the party sending the notice knows or reasonably ought to suspect that an email was not delivered to the other party's Email Address, notice will be taken to be given:
 - (i) 24 hours after the email was sent, unless that falls on a Saturday, Sunday or a public holiday in the state or territory whose laws govern this agreement, in which case the notice will be taken to be given on the next occurring Business Day in that state or territory; or
 - (ii) when replied to by the other party, whichever is earlier.

17. GENERAL

17.1. GOVERNING LAW AND JURISDICTION

This agreement is governed by the law applying in Victoria, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of Victoria and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

17.2. WAIVER

No party to this agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

17.3. SEVERANCE

Any term of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this agreement is not limited or otherwise affected.

17.4. JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

17.5. ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of the other party.

17.6. ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this agreement.

17.7. INTERPRETATION

- (a) (**singular and plural**) words in the singular includes the plural (and vice versa);
- (b) (**currency**) a reference to \$; or "dollar" is to Australian currency;
- (c) (**gender**) words indicating a gender includes the corresponding words of any other gender;
- (d) (**defined terms**) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (e) (**person**) a reference to "person" or "you" includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;

- (f) **(party)** a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (g) **(this agreement)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of this agreement, and a reference to this agreement includes all schedules, exhibits, attachments and annexures to it;
- (h) **(document)** a reference to a document (including this agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (i) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- (j) **(includes)** the word "includes" and similar words in any form is not a word of limitation; and
- (k) **(adverse interpretation)** no provision of this agreement will be interpreted adversely to a party because that party was responsible for the preparation of this agreement or that provision.

DEFINITIONS

Term	Definition
Account	means an account registered by you to access the Software.
Business Day	means a day that is not a Saturday, Sunday or public holiday in Victoria, Australia.
Confidential Information	means information of or provided by a party that is by its nature is confidential information, is designated by that party as confidential, or that the other party knows or ought to know is confidential, but does not include information, which is or becomes, without a breach of confidentiality, public knowledge.
Enhancements	has the meaning given in clause 4.4(c), and includes updates, upgrades, modifications and improvements to the Software.
EULA	means the End User Licence Agreement set out in Part B of these Terms.
Hosting Services	has the meaning given in clause 5.
Intellectual Property Rights	means any and all present and future intellectual and industrial property rights throughout the world (whether registered or unregistered), including copyright, trade marks, designs, patents, moral rights, semiconductor and circuit layout rights, trade, business, company and domain names, and other proprietary rights, trade secrets, know-how, technical data, confidential information and the right to have information kept confidential, or any rights to registration of such rights (including renewal), whether created before or after the date of this agreement.
Material	means information, documents, data, text, images, reports, software, templates, code or other materials provided or made available in connection with the Software, whether in tangible or electronic form.
Personnel	means, in respect of a party, its officers, employees, contractors (including subcontractors) and agents.
Renewal Period	means each successive monthly billing cycle that automatically renews at the end of the Subscription Period and each subsequent Renewal Period, unless and until your Subscription is cancelled in accordance with these Terms.
Software	means Aidtrade's AI-powered estimation software-as-a-service platform described in these Terms.
Software Content	has the meaning set out in clause 8.1(a).
Subscription	means your subscription to access and use the Software under these Terms.
Subscription Fees	means the fees payable for your Subscription as described on the Website or agreed in writing.
Subscription Period	means the initial period of your Subscription commencing on the date you first create your Account or activate your free trial, and continuing until the end of the first billing cycle following expiry of the free trial (or, if no free trial applies, the end of the first billing cycle).
Support Services	has the meaning given in clause 4.4(a).
User	means any person you allow to access or use the Software under your Subscription.
User Data	means any data, files, documents, images or information uploaded to, entered into, or otherwise provided via the Software by you, your Personnel or your Users, including pricing inputs, job descriptions and customer information.
Website	means https://aidtrade.ai and any related domains or sites operated by Aidtrade.

END USER LICENCE AGREEMENT (EULA)

This End User Licence Agreement (**EULA**) applies to all individuals (“**you**”, “**your**”) who access or use the Aidtrade AI Pty Ltd (ABN 44688574165) Aidtrade price estimator embedded or linked on a business’s website, QR code, or digital communication.

By submitting information through the estimator, viewing an estimate, or otherwise using the estimator, you agree to be bound by this EULA.

If you do not agree to this EULA, you must not use the Software.

1. ABOUT AIDTRADE AND OUR ROLE

- (a) Aidtrade AI Pty Ltd (ABN 44688574165) (“**Aidtrade**”, “**we**”, “**us**”, “**our**”) provides an AI-powered price estimation tool (**Estimator**).
- (b) Aidtrade is not the trade or service provider.
- (c) Aidtrade does not inspect your property, perform any trade work, verify any job conditions, or offer any advice, recommendations or guarantees regarding pricing, suitability or outcomes.
- (d) Aidtrade does not enter into any contract with you for the supply of goods or services. Any contract for services is solely between you and the business that provided you access to the Estimator (**Service Provider**).

2. PURPOSE OF THE ESTIMATOR

- (a) The Estimator generates an approximate, non-binding estimate based on information you provide.
- (b) The estimate is a guide only. Actual pricing may vary after the Service Provider assesses your job in person, reviews additional information, or determines final scope.
- (c) The Service Provider, not Aidtrade, is solely responsible for:
 - (i) final pricing and quotes;
 - (ii) accuracy of their configured pricing inputs;
 - (iii) whether an estimate is converted into a binding quote; and
 - (iv) delivery, quality and outcome of any services.
- (d) Aidtrade does not guarantee the accuracy, completeness, or suitability of any estimate.

3. YOUR INPUTS AND RESPONSIBILITIES

- (a) You are solely responsible for ensuring that all information you submit is:
 - (i) accurate and complete;
 - (ii) not misleading or fraudulent;
 - (iii) provided with the necessary consent of any third party (if applicable).
- (b) Any inaccuracies, omissions or misleading information may affect the estimate’s accuracy.
- (c) You acknowledge that estimates generated through the Estimator are dependent on:
 - (i) the Service Provider’s own pricing configurations;
 - (ii) the information and uploads you provide; and
 - (iii) AI-assisted processing which may be imperfect or approximate.

4. HOW YOUR INFORMATION IS USED

- (a) When you submit information through the Estimator, you consent to:
 - (i) Aidtrade processing your information to generate an estimate;

- (ii) Aidtrade providing your information to the Service Provider so they can contact you; and
 - (iii) the Service Provider storing and using your information for their business purposes, including following up your enquiry. Aidtrade may store your information on secure third-party hosting providers.
- (b) Aidtrade may use anonymised or aggregated data to improve its systems, develop features and train internal models.
- (c) Aidtrade will handle personal information in accordance with its Privacy Policy.

5. NO PROFESSIONAL OR TECHNICAL ADVICE

- (a) The Estimator does not provide financial, professional, technical or trade advice.
- (b) You must rely on your own investigations and the Service Provider's advice or quotation before committing to any work.

6. AIDTRADE'S INTELLECTUAL PROPERTY

- (a) Aidtrade retains all rights in the Estimator, including:
 - (i) underlying logic, workflows, prompts, models and algorithms;
 - (ii) estimation processes and calculation methodologies;
 - (iii) user interface, design and content; and
 - (iv) all related intellectual property.
- (b) You must not:
 - (i) reverse engineer, extract, reproduce, scrape, mine or attempt to derive any internal processes or logic;
 - (ii) copy or recreate the Estimator; or
 - (iii) use the Estimator for competitive analysis or development of similar products.

7. ACCEPTABLE USE

- (a) You must not use the Estimator to:
 - (i) upload harmful, inappropriate, unlawful or misleading content;
 - (ii) impersonate another person;
 - (iii) interfere with system security or attempt unauthorised access; or
 - (iv) misuse, disrupt or degrade the Estimator.
- (b) You must not rely on an estimate as a final quote unless the Service Provider expressly confirms it.

8. DISCLAIMERS

- (a) The Estimator is provided "as is" and "as available".
- (b) Aidtrade does not warrant that:
 - (i) any estimate will be accurate, complete or suitable for your circumstances;
 - (ii) the Estimator will be uninterrupted or error-free; or
 - (iii) the Service Provider will contact you, perform work, honour an estimate, or provide any services at all.
- (c) Aidtrade is not liable for:
 - (i) any act or omission of the Service Provider;
 - (ii) variations between estimates and actual pricing;

- (iii) any decision you make based on an estimate;
- (iv) loss, damage or costs arising from use of the Estimator.

9. **LIABILITY**

- (a) Nothing in this EULA excludes or restricts any rights you may have under the Australian Consumer Law that cannot be excluded.
- (b) To the maximum extent permitted by law, Aidtrade's liability to you for any failure under a non-excludable guarantee is limited to:
 - (i) supplying the services again; or
 - (ii) paying the cost of having the services supplied again.
- (c) Aidtrade is not liable for any:
 - (i) consequential, indirect or special loss;
 - (ii) loss of time, inconvenience or business opportunity;
 - (iii) loss or corruption of data; or
 - (iv) loss arising from the actions, omissions or pricing decisions of a Service Provider.

10. **TERMINATION**

- (a) Aidtrade may suspend or terminate your access to the Estimator if you misuse it or breach this EULA.
- (b) Your rights to the Estimator cease immediately upon termination.

11. **GENERAL**

- (a) This EULA is governed by the laws of Victoria, Australia.
- (b) If any part of this EULA is invalid or unenforceable, it will be severed and the remainder will continue in full force.
- (c) This EULA forms part of Aidtrade's Terms & Conditions. If there is any inconsistency, the Terms and Conditions prevail to the extent relevant.