AMPLIFY App Terms of Service

Version 1.0. Effective from the date you accept these Terms.

Between Soapbox Design Studio Pty Ltd ABN 83 628 371 862 (**Soapbox**, **we**, **us**) **and** the business named in the Order (**you**, **Customer**).

1. About these Terms

1.1 **What this covers.** These Terms apply to your use of the AMPLIFY App, the application where your business builds, runs and works alongside its own AI team (called Agents), with memory, permissions and guardrails (the **App**), and to the onboarding, training and support we provide with it (together, the **Services**).

1.1A **What this does not cover.** These Terms do not cover the AMPLIFY Method or any other service we provide, such as business assessments, Blueprints, Roadmaps, build work or retainers. Those are separate services and are covered by their own proposal or terms. If you buy both, these Terms apply only to your use of the App.

1.2 **The agreement.** Your agreement with us is made up of (a) the proposal or order form you accept (the **Order**), (b) these Terms, (c) Schedules 1 to 3, and (d) any written variation we both agree. If they conflict, the Order prevails on price, term, seats and scope, but only where it clearly says it is changing these Terms. Otherwise the Terms prevail over the Order, and each Schedule prevails over the rest of these Terms on its own subject.

1.3 **Acceptance.** You must accept these Terms when you sign up, by ticking the box or clicking the button that says you accept them, before you can start using the App. The person accepting confirms they can bind you. If for any reason that has not happened, you accept these Terms the first time you do any of these: accept the Order in writing (including by email or electronic acceptance), pay the first invoice, or start using the App. The App records, at sign-up, who accepted, which version of the Terms they accepted, and the date and time, and we will give you a copy of that record on request.

1.4 **Business use only.** You confirm that you are entering this agreement for business purposes and that the person accepting has authority to bind you.

1.5 **Words we use.**

Account Owner means the person you name in the Order, or later tell us in writing, who can give instructions about your account.

Agent means an AI agent that you build, run or deploy in the App.

Authorised User means a person you permit to use a Seat.

Confidential Information means information that a party gives the other in connection with this agreement and that is marked confidential or that a reasonable person would understand to be confidential.

Customer Content means everything you or your Authorised Users put into the App or connect to it, including documents, instructions, knowledge, Agent memory, messages and data from connected systems, and all Outputs.

Initial Term means the period stated in the Order, starting on the Start Date. If the Order does not state one, it is 12 months.

Output means anything an Agent or AI model produces in response to Customer Content.

Platform Materials means the App, our software, templates, documentation and know-how, excluding Customer Content.

Provider means a third party that supplies an AI model or a connected service (for example Anthropic, Amazon Web Services, Xero, Meta/WhatsApp).

Seat means one named person's access and their Agents, as set out in the Order.

Start Date means the date your account opens, as stated in the Order or, if not stated, within 2 business days after we receive the first payment.

Term means the Initial Term and every Renewal Term.

2. The Services

2.1 **Access.** For the Term we give you a non-exclusive, non-transferable right for your Authorised Users to use the App for your own internal business purposes, for the number of Seats in the Order.

2.2 **Onboarding and training.** We will train you and your people to build, set up and run your own Agents in the App, and help you get started, as described in the Order. We provide guidance, templates and examples. You build and set up your Agents yourself and decide how each one works. We do not build Agents for you under these Terms. If you want to move an existing agent into the

App, you rebuild it in the App with our guidance. AI models differ, so we cannot promise identical behaviour. Onboarding, training and support sessions are recorded (see clause 7.10).

2.3 **Support.** We provide support as set out in Schedule 3.

2.4 **Fair use.** The App is for ordinary business use. As a guide, use is outside fair use if it is more than three times the average use of our customers on a comparable plan, measured over the previous 3 months by Agent activity, storage, data transfers and how often you import and export Agents. If that happens we will tell you what we measured and talk to you before taking any step. If you genuinely need more than fair use, you can buy extra capacity at a price we agree with you in writing beforehand. We will not apply a penalty or back-bill you for past use. We will not suspend, slow or charge you extra for this without your written agreement, except where your use is harming the App or other customers (clause 12.3). We will review this measure after the first 6 months and tell you of any change under clause 18.2. Schedule 3 has more on fair use.

2.5 **Early customers and wish lists.** If the Order says you are an early customer, the App is still being developed and will change. Items listed as ideas, "near-term", "down the track" or on a wish list are not commitments unless the Order says so in terms.

2.6 **Changes to the App.** We may update, improve or change the App. If we remove or materially reduce a feature you rely on, we will give you at least 30 days' written notice, and if the change materially reduces what you are paying for you may end the agreement under clause 12.4.

2.7 **Connected services.** You decide which Provider accounts and systems (for example Xero, email, WhatsApp, practice software) are connected to your Agents, and you confirm you have the right to connect them. Provider terms apply to those services and we are not responsible for the Provider's changes, pricing, outages or decisions, except to the extent caused by our breach.

2.8 **Not included.** Unless the Order says otherwise, the Services do not include: AI model costs from Providers (clause 5.3), third-party subscriptions, your own software, or any legal, medical, financial, tax or other professional advice.

3. Your account, seats and people

3.1 **Seats.** Each Seat is for one named person. Seats cannot be shared. Extra Seats are priced and agreed in writing.

3.2 **Your people.** You are responsible for everything your Authorised Users do in the App as if you had done it, and for making sure they follow these Terms.

3.3 **Credentials.** Keep your login details secure and do not share them. Tell us promptly if you think an account has been compromised. We will never ask you for a password by message or call.

3.4 **Permissions.** You set what each Agent can reach. Give each Agent only the systems and information that its role needs. Only the Account Owner should change an Agent's permissions, and you are responsible for the permissions you set. We can give guidance on this as part of support.

4. AI agents: how responsibility works

4.1 **What an Agent is.** An Agent is software that uses AI models to draft, analyse and, where you switch this on, take actions in connected systems on your behalf.

4.2 **Our part: training and guidance.** We train you and give you guidance, templates and documentation for building your Agents, including how to set guardrails (permissions, approval steps and limits). We do this with reasonable care and skill. How you build, set up and deploy each Agent, including its guardrails, is your decision.

4.3 **Deploying an Agent.** You decide when an Agent is ready. Before you deploy it, test it with realistic examples and confirm it works as you intend. We do not approve, certify or sign off any Agent.

4.4 **Your part.** You build, set up and run your Agents, and supervise them day to day the same as you would a member of your team. That means you: set their instructions, permissions, approval steps and limits; supervise what they do, review Outputs before relying on or sharing them, keep their instructions up to date, do not remove or work around the guardrails you have set, approve sensitive actions yourself, and tell us promptly if it is not behaving as you expect.

4.5 **Our continuing part.** We operate the App, fix defects in the App within a reasonable time, and give you guidance and support on request (Schedule 3).

4.6 **AI can be wrong.** Outputs may be inaccurate, incomplete, out of date or inconsistent, even when they look confident, and the same Agent may give different answers to the same question. You must check Outputs before you rely on them, send them to others, or act on them. Outputs are not professional advice. If your Agents communicate with your own customers or staff, you must tell them that Outputs can be wrong and should be checked before they rely on them.

4.7 **Professional and high-stakes decisions.** You remain responsible for your professional judgement. You must not use an Agent to make or finalise a decision, or give advice, about an individual in health (including diagnosis or treatment), law, finance or tax, credit, insurance, housing,

employment, education or public benefits unless a suitably qualified person who is accountable for the result has reviewed it first, and the individual has been told AI was used where the law or Schedule 1 requires it.

4.8 **Actions.** If you permit an Agent to take an action (send a message, update a record, publish, pay), that action is taken on your authority. Actions that involve money, contracts, sensitive information or messages to people outside your business should be set to need your approval first. We recommend you set up your Agents that way. If you choose not to, that is your decision.

4.9 **Agents that talk to other people.** If an Agent communicates with your customers, patients, prospects or the public, you must make sure they are told they are dealing with AI (at the start of the conversation or in the interface), and you remain responsible for the lawfulness of those messages, including privacy and the Spam Act 2003 (Cth) (consent, who the message is from, and a working way to unsubscribe).

4.10 **You are responsible for your Agents.** Once you have deployed an Agent (switched it on or made it available for use in your account), the Agent, the approvals you give or do not give it, and the guidelines, instructions, permissions and guardrails it works within are your responsibility. Soapbox Design Studio Pty Ltd is not liable for any action or inaction of the App, of any Agent, or of you, your Authorised Users or your other staff within the App, or for any Output, including anything an Agent does or fails to do with or without an approval, and including where an Agent acts outside, or does not follow, its guidelines. This clause is subject to clauses 13.3 and 14.1.

5. AI models and your own AI access

5.1 **Models come from Providers.** Agents run on AI models supplied by third-party Providers, such as Anthropic's Claude. You bring your own account and access with the Provider (for example your own Anthropic account) and we help you set it up. We do not resell Provider services to you or supply Provider access under our own account.

5.2 **Provider terms.** Your account with a Provider is a separate contract between you and them. You must follow their terms and usage policies. We are not a party to that contract, and we are not responsible for a Provider's decisions, pricing, outages, model changes, or suspension of your account, except to the extent caused by our breach. Tell us promptly if a Provider suspends or restricts your account.

5.3 **Model costs are separate.** The cost of using AI models (often called inference or tokens) is billed to you directly by the Provider and is not part of our fee. We will help you choose a model and Provider for your budget. Any estimate we give is a guide only, and Provider prices can change.

5.4 **No backup AI from us.** We do not supply or arrange backup AI capability. If your Provider has an outage, changes a model or suspends your account, your Agents may stop working or behave differently until it is fixed. If you want a fallback, you can set up your own account with another Provider. That account is a separate contract between you and that Provider, clause 5.2 applies to it, and its costs are yours. Outputs from a different model may differ.

5.5 **Models change.** Providers update and retire models, and behaviour can change as a result. You are responsible for re-testing your Agents after a model change, and we can give guidance on this as part of support.

6. Your content, outputs and agents

6.1 **You own your content.** As between us, you own Customer Content, including Outputs. To the extent we hold any rights in Outputs, we assign them to you. We cannot promise that Outputs are protected by copyright or free of third-party rights.

6.1A **Similar Outputs.** AI models can produce the same or similar Outputs for different customers. Outputs that are similar to yours and are produced for someone else are not a breach of this agreement and we owe you nothing for them.

6.2 **Licence to us.** You give us a non-exclusive, royalty-free licence to host, copy, process and display Customer Content during the Term (and afterwards for secure backups and to meet legal duties), only to provide the Services, support you, keep the App secure, and comply with law.

6.3 **Your promises.** You promise that you have the rights, permissions and notices you need to put Customer Content into the App and have it processed as these Terms describe, that it is lawful, and that you have not included Restricted Data (Schedule 2).

6.4 **No training on your content.** We will not use Customer Content to train or improve AI models, and we will configure the App to use Provider settings and terms that do not train on it where the Provider offers that. You are responsible for the settings on your own Provider account.

6.5 **Kept separate.** We keep each customer's Customer Content and Agent memory logically separate, and we do not use one customer's content for another customer.

6.6 **Export.** You can ask us at any time during the Term, and for 30 days after it ends, for an export of your Agents' instructions, knowledge and memory as text-based files such as Markdown, JSON or XML (an **Agent Export**) that major large language models (**LLMs**) can read, so that you can import them into the LLM of your choice, move an Agent to another organisation you choose, or move it into your own account with a Provider such as Claude. We may add or change export formats over time, including formats specific to the App, but we will always offer at least one open text format. You are responsible for what you export and for the lawfulness of moving it, including any personal information held in Agent memory. It does not include Platform Materials we have not designed for export, other customers' content, or our software. An exported Agent may behave differently outside the App and we do not support it there. We help you with the export as part of support. Fair use (clause 2.4) applies to how often you import and export Agents. Clause 16.3 covers your right to use Platform Materials contained in an export.

6.7 **Usage information.** We may collect de-identified information about how the App is used (for example feature use and performance, but not the content of your files or messages) to run and improve the App.

7. Privacy, security and confidentiality

7.1 **Roles.** You are responsible for the personal information in Customer Content, including collection notices and any consent needed to share it with us and our Providers. We handle it only to provide the Services on your instructions, and for billing, security and legal compliance. Information we hold about your people to run your account is handled as set out in our Privacy Policy, which we will give you on request.

7.2 **Privacy laws.** Each of us will comply with the Privacy Act 1988 (Cth) and any other privacy law to the extent it applies to us.

7.3 **Restricted Data.** You must not put Restricted Data (listed in Schedule 2) into the App unless we have agreed in writing. Your clinical or patient records stay in your own systems.

7.4 **Security.** We use reasonable technical and organisational safeguards that are appropriate to the risk, and we maintain them over time. No system is completely secure and we do not promise that the App will never be breached.

7.5 **Hosting and sub-processors.** The App, its database, backups, stored files and encryption keys are hosted in one Amazon Web Services account in Singapore. Schedule 2 lists the sub-processors that

may handle Customer Content. We will give you at least 14 days' notice before adding a new one that handles personal information, and you may object on reasonable grounds.

7.6 **Overseas processing.** Because we host in Singapore, Customer Content is stored outside Australia, and Providers may process it in other countries. You are responsible for any notice you need to give your own customers about this. On request we will tell you the countries we know about.

7.7 **Security incidents.** If we become aware of a security incident that affects your Customer Content, we will tell you without undue delay and within 96 hours (an initial notice of what we know, with details to follow), give you the information we have, and help you assess whether it is a notifiable data breach under the Privacy Act. Decisions about notifying the regulator or individuals sit with the entity that has the legal duty to notify, and we will not notify them on your behalf without telling you first unless the law requires it.

7.8 **Confidentiality.** Each of us must keep the other's Confidential Information secret, use it only for this agreement, and share it only with people who need it and are bound to keep it confidential. Customer Content is your Confidential Information. The Platform Materials and our pricing are ours. This does not cover information that is public through no fault of the recipient, was already known, was independently developed, or must be disclosed by law (in which case the recipient will, where allowed, tell the other first). Confidentiality continues for 5 years after the agreement ends, and for trade secrets for as long as they remain secret.

7.9 **When the agreement ends.** After the 30 day export period we will delete Customer Content from the App within 60 days. Backups roll off on their normal cycle. We may keep what the law requires us to keep, and records of billing and of your acceptance of these Terms.

7.10 **Recordings.** We record onboarding and training sessions so you can rewatch them. We will tell participants at the start of each session. You must make sure people from your side who join know about and agree to the recording. Recordings are Customer Content.

7.11 **Legal requests.** We may disclose Customer Content where required by law, and will tell you first where we are allowed to.

8. Acceptable use

8.1 You and your Authorised Users must follow Schedule 1.

8.2 You must not: reverse engineer or copy the App; resell, sublicense or share access; use the App to build a competing product; probe, scan or test the App's security without our written permission; or interfere with other customers' use.

8.3 If we reasonably believe a breach has happened we may act under clause 12.3.

9. Fees and payment

9.1 **Fees.** You pay the fees in the Order. Prices are in Australian dollars and exclude GST, which we add. We issue tax invoices from Soapbox Design Studio Pty Ltd.

9.2 **Instalments.** If the Order sets out instalments, each is payable on the date stated in the Order. If acceptance happens on a later date, the dates move to match, keeping the same gaps between them.

9.3 **Due date.** Invoices are due on the date stated on the invoice or, if none, within 14 days.

9.4 **Disputed invoices.** Tell us within 14 days of the invoice if you dispute any part. Pay the rest on time. We will work with you in good faith to resolve it.

9.5 **Late payment.** If an invoice is overdue we will remind you. If it remains unpaid 7 days after our written notice, we may suspend access under clause 12.3 until it is paid.

9.6 **Fees do not change mid-term.** We will not increase fees during the Initial Term or a Renewal Term. Extra Seats or extra services are agreed in writing and priced then.

9.7 **Other costs.** Provider costs (clause 5.3) are paid by you directly to the Provider. If we pay a third-party cost for you with your prior written approval, you reimburse it.

10. Term and renewal

10.1 **Term.** The agreement starts on the Start Date and runs for the Initial Term, then renews as set out below, unless it ends earlier under clause 12.

10.2 **Renewal.** At the end of the Initial Term and of each Renewal Term the agreement renews for a further period (a **Renewal Term**) of 12 months (or the renewal period stated in the Order), unless either of us gives written notice at least 30 days before the term ends that it will not renew. At least 60 days before each renewal date we will send you a written reminder that states the renewal date, the renewal fee and how to give notice.

10.3 **Renewal fee.** If the Order gives price protection, the renewal fee for the period it covers is the fee in the Order for the same Seats and scope. Price protection does not cover extra Seats, new features priced separately, or Provider costs. If the Order promises a special renewal rate (for

example an introductory or founding member rate), we will state that rate in our reminder under clause 10.2 and it will be as the Order describes. Otherwise we may change the renewal fee by stating the new fee in our reminder under clause 10.2. If you do not want the new fee, you can give notice of non-renewal.

11. Support and availability

11.1 We provide support under Schedule 3.

11.2 We will use reasonable endeavours to keep the App available. We do not promise it will be uninterrupted or error-free. We are not responsible for downtime caused by a Provider, cloud hosting or network outage, your systems, planned maintenance notified in advance, or events outside our reasonable control, except to the extent caused by our breach.

12. Suspension and ending the agreement

12.1 **For cause.** Either of us may end the agreement by written notice if the other (a) materially breaches it and does not fix the breach within 14 days of written notice, (b) commits a breach that cannot be fixed, or (c) becomes insolvent.

12.2 **For convenience.** Neither of us may end the agreement for convenience during the Initial Term. After the Initial Term either of us may end it on 30 days' written notice, or by giving notice of non-renewal under clause 10.2.

12.3 **Suspension.** We may suspend all or part of your access if we reasonably believe (a) there is a security risk to the App or to anyone's data, (b) you or your users are breaching Schedule 1 or the law, or (c) an invoice is overdue and clause 9.5 has been followed. We will give you notice where we can, suspend only as much and for as long as needed, and restore access promptly once the issue is resolved.

12.4 **Ending because of our change.** You may end the agreement by written notice if we remove or materially reduce a feature you rely on (clause 2.6), if we change these Terms without your agreement in a way that is materially worse for you (clause 18.2), or if we move the agreement to another company (clause 18.3) and you reasonably believe it cannot perform it. You must give notice within 30 days of our notice of the change.

12.5 **What happens on ending.** Your access ends. The 30 day export period in clause 6.6 applies, and clause 7.9 applies to deletion. Rights that arose before ending continue, and clauses that by their nature should continue (including 6, 7.8, 13 to 17 and 18.7) survive.

12.6 **Money on ending.**

(a) If you end under clause 12.1 because of our breach, or under clause 12.4, we refund the fees you have paid for the period after the ending date, calculated pro rata by month.

(b) If we end under clause 12.2 after the Initial Term, we refund the same way.

(c) If we end under clause 12.1 because of your breach, fees already paid are not refunded and any instalments for the Initial Term still unpaid become due.

(d) In every other case, instalments in the Order remain payable and fees paid are not refunded.

(e) Nothing in this clause limits any right you have under the Australian Consumer Law.

13. Warranties, Australian Consumer Law and disclaimers

13.1 **Our promises.** We promise that we will provide the Services with due care and skill, that we have authority to enter this agreement, and that we will comply with the laws that apply to us in providing the Services.

13.2 **Your promises.** You promise that you have authority to enter this agreement, the information you give us is accurate to your knowledge, and you will comply with the laws that apply to you in using the Services.

13.3 **Australian Consumer Law.** Our Services come with guarantees under the Australian Consumer Law that cannot be excluded. Nothing in these Terms excludes, restricts or modifies any right, remedy or guarantee that the law says cannot be excluded, restricted or modified, or any liability for misleading or deceptive conduct.

13.4 **Limit for non-excludable guarantees.** To the extent that a consumer guarantee applies and the law allows us to limit our liability for failing to meet it, our liability is limited, at our choice, to supplying the Services again or paying the cost of having them supplied again.

13.5 **Otherwise as is.** Subject to clauses 13.1, 13.3 and 13.4 and to the extent the law allows, the App, the Agents and the Outputs are provided "as is" and "as available". We do not promise that Outputs will be accurate, complete or fit for your particular purpose, or that the Services will be uninterrupted.

14. Liability

14.1 **What is never limited.** Nothing in these Terms limits or excludes liability that cannot lawfully be limited or excluded, liability for death or personal injury, or liability for fraud or wilful misconduct.

14.2 **Excluded losses.** To the extent the law allows, neither of us is liable to the other for indirect or consequential loss, or for loss of profit, revenue, goodwill or anticipated savings, however it arises.
14.3 **Cap.** To the extent the law allows, the total liability of each of us to the other under or in connection with this agreement in any 12 month period starting on the Start Date or an anniversary of it is limited to the fees paid and payable for that period.
14.4 **What the cap does not cover.** Clause 14.3 does not limit your obligation to pay fees or your liability under the indemnity in clause 15.1. Liability for a breach of clause 7, for infringing the other's intellectual property, for misusing its Confidential Information, and under our indemnity in clause 15.2, is limited to the fees paid and payable for the 12 month period in clause 14.3. These are not extra amounts. They sit inside the same limit.
14.5 **Agents and reliance.** To the extent the law allows, and subject to clauses 13.3 and 14.1, we are not liable for any loss that results from any action or inaction of the App or of any Agent, or from any Output, including (a) your reliance on an Output, (b) an action taken or not taken by an Agent, with or without an approval, (c) the way you have set up, approved or supervised an Agent and its permissions, approvals, guardrails and guidelines, and (d) anything your Authorised Users or other staff do or do not do in the App. Those are your responsibility (clause 4.10). If the App itself has a defect, our obligation is to fix it under clause 4.5. Both of us must take reasonable steps to limit our losses.
14.6 **Providers and third parties.** We are not liable for the acts or omissions of Providers and other third parties that we do not control, except to the extent caused by our breach.
14.7 **Reduction for contribution.** A party's liability is reduced to the extent the other party's act or omission caused or contributed to the loss.

15. Indemnities

15.1 **From you.** You will cover our reasonable losses from a third-party claim that arises from (a) Customer Content, including any claim that it infringes rights or was collected or used unlawfully, (b) your use of the Services in breach of Schedule 1 or the law, or (c) any action or inaction of an Agent you have deployed, except to the extent the claim was caused by us.
15.2 **From us.** We will defend you and cover your reasonable losses from a third-party claim that your use of the App as permitted by these Terms infringes that third party's intellectual property rights in Australia. This does not apply to claims arising from Customer Content, Outputs, AI models

or other Provider services, combinations with things we did not supply, changes you made, or use that breaks these Terms. If a claim is made we may modify or replace the App, get the right for you to keep using it, or end the affected part and refund the pro rata fees. Our total liability under this clause is limited as set out in clause 14.4.

15.3 **Process.** The party seeking cover must tell the other promptly, let it control the defence and settlement (but not settle in a way that admits fault for the other without its consent), and reasonably help. Failing to do so reduces the cover only to the extent it causes harm.

16. Intellectual property

16.1 **Ours.** We and our licensors own the Platform Materials. These Terms do not transfer them to you, apart from the access right in clause 2.1.

16.2 **General know-how.** We may use general skills, ideas and know-how we gain while providing the Services, as long as we do not use or disclose your Customer Content or Confidential Information.

16.3 **Platform Materials in your Agents.** Your Agents may include templates, skills or components of ours. You may keep using those Platform Materials inside an Agent Export for your own internal business purposes. You may move them, as part of an Agent Export, to another organisation you choose or into your own account with an LLM of your choice, but you may not sell or license them on their own or use them to build a competing product.

16.4 **Third-party and open-source material.** Third-party and open-source components are licensed under their own terms.

16.5 **Feedback.** If you give us feedback about the Services, we may use it without paying you or naming you.

16.6 **Names and logos.** Neither of us will use the other's name or logo in marketing without prior written consent. Any case study or testimonial is agreed separately.

17. Resolving disputes

17.1 If there is a dispute, the party raising it gives the other written notice describing it. Senior people from each of us will meet (in person or online) within 10 business days to try to resolve it.

17.2 If it is not resolved within 30 days of the notice, we will refer it to mediation with an independent mediator we agree on. If we cannot agree within 5 business days, either of us may ask

the Law Society of New South Wales to nominate one. We share the mediator's costs equally and each pays its own.

17.3 Neither of us may start court proceedings about the dispute until these steps are done, except to seek urgent interim relief.

17.4 We both keep performing this agreement during a dispute, and you pay any amount not in dispute.

17.5 This agreement is governed by the law of New South Wales. Each of us submits to the non-exclusive jurisdiction of the courts of New South Wales and the Commonwealth courts sitting there.

18. General

18.1 **Notices.** Formal notices must be in writing and sent by email to the addresses in the Order (or any new address given by notice). They are received when sent if before 5pm Sydney time on a business day, otherwise the next business day. Day-to-day operational messages (including WhatsApp) are not formal notices unless the Order says so.

18.2 **Changes to these Terms.** These Terms may change as the product develops. If we want to change them, we will give you the updated version at least 30 days before it is meant to take effect, and it applies to you only once you have agreed to it (in writing, or by accepting it in the App). Until you agree, the Terms you accepted continue to apply. An update does not change the fees or term already agreed in the Order and does not apply to a dispute that has already begun. The one exception is a change we must make to comply with the law or to protect security: we will give you as much notice as we reasonably can, it applies only to the extent needed, and if it is materially worse for you, you may end the agreement under clause 12.4. Any other change to the agreement must be in writing and agreed by both of us.

18.3 **Assignment and change of company.** You may not transfer the agreement without our written consent, which we will not unreasonably withhold. We may transfer it to a related company (including a company that takes over the AMPLIFY business or trades under the Amplify name) or to a buyer of the AMPLIFY business, by giving you 30 days' written notice, if the new company takes on all our obligations. Your rights under these Terms do not reduce because of the transfer.

18.4 **Subcontractors.** We may use subcontractors and remain responsible for their work.

18.5 **Events outside our control.** Neither of us is liable for a delay or failure caused by an event beyond its reasonable control (but this does not excuse paying money owed). If the event continues for more than 30 days either of us may end the agreement by notice.

18.6 **Whole agreement.** This agreement is the whole agreement about the Services and replaces earlier discussions about it, but clause 13.3 still applies.

18.7 **Other points.** If a part of these Terms is unenforceable, the rest still applies. Not using a right is not giving it up. We are independent contractors, not partners, agents or employees of each other. Electronic signatures and counterparts are valid. Nobody else has rights under this agreement. "Including" does not limit. Headings are for convenience.

Schedule 1. Acceptable use

S1.1 **Follow the law.** Use the App and your Agents lawfully. That includes privacy law, the Spam Act 2003 (Cth), the Australian Consumer Law, and any law about recording, advertising and professional services that applies to your business.

S1.2 **Be honest about what is AI.** Do not set up an Agent to pretend to be a human, to impersonate a real person or organisation, or to mislead people about who a message is from. Where an Agent talks directly to people outside your business, tell them at the start (or in the interface) that they are dealing with AI.

S1.3 **No harmful use.** Do not use the App to create or spread malware, scams, phishing or fraud; to harass, threaten or exploit anyone; to produce sexual content involving minors or any content that exploits or endangers children; to incite violence; to run fake accounts, fake reviews or deceptive campaigns; or to design weapons.

S1.4 **Respect privacy.** Do not use Agents to collect or compile personal information about people without lawful grounds, to track or surveil people without their consent, or to build profiles for sale.

S1.5 **Messages and marketing.** Agents may send commercial messages only to people who have consented (or where the law otherwise allows), must identify your business accurately, and must include a working way to unsubscribe.

S1.6 **High-stakes decisions.** Clause 4.7 applies. In plain terms: a qualified person who is accountable must review an Agent's advice or decision before it is delivered or acted on in health, law, finance and tax, credit, insurance, housing, employment, education or public benefits, and the person affected must be told AI was used.

S1.7 **Protect the App and the models.** Do not try to get around guardrails, rate limits or security controls; do not attack, overload or probe the App; do not use Outputs to train or distil another AI model; do not use the App to build a competing product; do not create extra accounts to avoid a suspension.

S1.8 **Provider rules also apply.** The usage policies of the Providers whose models your Agents use apply to you as well (clause 5.2). If a Provider's rules are stricter than this Schedule, the stricter rule applies to that use.

Schedule 2. Data, Restricted Data and sub-processors

S2.1 **Restricted Data.** Unless we agree in writing first, do not put the following into the App or connect it to an Agent: patient or clinical records and other health information; payment card numbers; passwords, keys and one-time codes; government identifiers (for example tax file numbers, Medicare numbers, passport or licence numbers); and personal information about children (**Restricted Data**).

S2.2 **What we hold.** The App stores your Agent instructions, knowledge files, Agent memory, conversation records, connection details for the systems you connect, your account and billing contacts, and usage logs.

S2.3 **Where it is held.** The app, the database, the backups, the stored files and the encryption keys are hosted in one Amazon Web Services account in Singapore. The one exception is a small alerting rule in the United States that only flags new AWS access keys and holds no customer data.

Provider	What it does	Handles Customer Content?	Location
Amazon Web Services	Hosting and storage	Yes	Singapore
Anthropic (Claude)	AI model, through your own Provider account	Yes, content sent to the model	As set by the Provider and your account
Meta / WhatsApp	Messaging channel, if you connect it	Yes, messages	As set by the Provider
Recording and transcription tool	Onboarding and training recordings (clause 7.10)	Yes, recordings	As set by the Provider

Provider	What it does	Handles Customer Content?	Location
Xero, email, practice software and other connected systems	Your own systems, connected at your choice (clause 2.7)	As you direct	Set by you

S2.4 **Security incident contact.** We will contact you at the incident contact email stated in the Order, or otherwise the Account Owner. Tell us if that changes.

Schedule 3. Support and fair use

S3.1 **Hours and channel.** Support is provided on Sydney business days, during normal business hours, by email and any other channel stated in the Order.

S3.2 **Response targets.** Urgent issues (the App is unavailable, or a defect in the App is causing harm): we aim to respond by the end of the same business day. Everything else: we aim to respond by the end of the next business day. These are targets, not guarantees, and they are about responding, not about fixing.

S3.3 **What support covers.** Using the App, fixing defects in the App, and guidance on building and adjusting your Agents within a reasonable amount of work. It does not cover building Agents for you or training your staff beyond the sessions in the Order, which we can quote separately.

S3.4 **Fair use.** Use above three times the average of customers on a comparable plan starts a conversation under clause 2.4. It is not an automatic limit or charge.

S3.5 **Planned maintenance.** We will tell you in advance where we reasonably can.

S3.6 **Recorded sessions.** Clause 7.10 applies.

Document V1.0

10 November 2026