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Terms of Service

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Website: dexifyai.com

Contracting entity: Dexify AI Pty Ltd ACN 698 912 882, trading as Dexify AI

These Terms of Service (Terms) form a legally binding agreement between Dexify AI Pty Ltd ACN 698 912 882, trading as Dexify AI (Dexify, we, us or our), and the person or entity that creates an Account, purchases a Subscription or otherwise accesses or uses the Service (Customer, you or your). The Service includes our web application, mobile application, application programming interfaces, websites and related products, features, support and services that we make available from time to time.

By creating an Account, clicking to accept these Terms, purchasing a Subscription or using the Service, you agree to be bound by these Terms and acknowledge our Privacy Policy. If you accept these Terms for an organisation, you represent that you have authority to bind that organisation. If you do not agree, you must not access or use the Service.

Nothing in these Terms excludes, restricts or modifies any right, guarantee, remedy or liability that cannot lawfully be excluded, restricted or modified, including under the Australian Consumer Law.

1. Definitions and interpretation

1.1 Definitions

In these Terms:

Account means an account registered to access the Service.

Account Owner means the person or entity identified as the owner or administrator of an Account.

Affiliate Program means the affiliate and referral program described in clause 22.

Australian Consumer Law or ACL means Schedule 2 to the Competition and Consumer Act 2010 (Cth).

Authorised User means an employee, contractor or other individual whom the Customer authorises to use the Service under its Account.

Business Day means a day other than a Saturday, Sunday or public holiday in New South Wales, Australia.

Confidential Information means information disclosed by or on behalf of a party that is confidential by nature or designation, including Customer Data, security information, pricing, business plans, product roadmaps and trade secrets, but excluding information described in clause 15.3.

Core Functionality means the principal paid functions expressly included in the purchased plan at the time of purchase, assessed as a whole, and excludes beta features, separately sold products or modules, Third-Party Services and minor interface or workflow details.

Customer Data means data, content, recordings, documents, materials and information submitted to, stored in, transmitted through or generated from the Customer's use of the Service, excluding Dexify Materials and de-identified or aggregated data that cannot reasonably identify the Customer or an individual.

Fees means the fees payable for a Subscription or other paid service.

Lifetime Subscription means a one-time-fee subscription described in clause 9.

Output means content generated by or through the Service in response to Customer Data or instructions, including draft quotes, invoices, job notes, schedules, descriptions, summaries and transcripts.

Privacy Policy means our privacy policy published on the Website, as updated from time to time.

Service means the Dexify products and services described above, including AI-assisted administration, document generation, voice processing and related features.

Subscription means a paid or free plan that permits access to the Service, including a monthly, annual, trial or Lifetime Subscription.

Subscription Term means the period for which a Subscription is active.

Third-Party Service means a service, platform, software, model, infrastructure provider or integration supplied by a third party.

Website means dexifyai.com and any replacement or related website operated by us.

1.2 Interpretation

Headings are for convenience only. The words including, for example and similar expressions do not limit the words that precede them. A reference to a law includes amendments and replacements. The singular includes the plural and vice versa. References to time are to Australia/Sydney time unless the checkout page, order form or applicable app store expressly states otherwise. If an obligation must be performed on a day that is not a Business Day, it must be performed on the next Business Day.

2. Eligibility and business use

2.1 Eligibility

You may use the Service only if you are at least 18 years old, have legal capacity to enter into these Terms, are not prohibited from using the Service by applicable law and use the Service for legitimate business purposes.

2.2 Authority

Where you use the Service for a company, partnership, trust, sole trader, employer or other organisation, you represent that you are authorised to act for that organisation and bind it to these Terms.

2.3 Consumer rights

The Service is intended primarily for business use. However, describing the Service as business-to-business does not exclude any rights that apply to a Customer as a consumer under the ACL or another mandatory law.

3. Accounts and Authorised Users

3.1 Registration

You must provide accurate, complete and current registration, billing and contact information and promptly update it if it changes. You may register using methods we make available, which may include email/password or an approved third-party sign-in service.

3.2 Account Owner and administration

The Account Owner controls the Account and may invite, manage or remove Authorised Users. The Customer is responsible for the acts and omissions of its Authorised Users as if they were the Customer's own acts and omissions. If an employee or contractor registers using an organisation-controlled email address, the organisation may request control of the Account where it can reasonably establish its authority.

3.3 Security

You must keep credentials and authentication methods confidential, use reasonable security controls, promptly remove access when an Authorised User no longer requires it and notify us immediately at contact@dexifyai.com of suspected unauthorised access, credential compromise or misuse. You must not share individual credentials outside your organisation or permit simultaneous use that circumvents seat or plan limits.

3.4 Protective action

We may require password resets, disable credentials, restrict sessions or temporarily suspend access where reasonably necessary to protect the Service, the Customer, other users or third parties. We will use reasonable efforts to notify you unless doing so would compromise security, breach law or prejudice an investigation.

3.5 Account transfer

You must not sell, transfer, sublicense or assign an Account without our prior written consent. We may require reasonable evidence before transferring administrator control or changing the Account Owner.

4. The Service

4.1 Description

Dexify provides an AI-assisted administration platform for tradespeople and field-service businesses. Features may include creation and management of quotes, estimates, invoices, job notes, schedules, client records, voice inputs, transcripts, reminders and related workflow tools.

4.2 Service licence

Subject to payment of applicable Fees and compliance with these Terms, we grant the Customer a limited, non-exclusive, non-transferable and revocable right during the Subscription Term for its Authorised Users to access and use the Service for the Customer's internal business purposes.

4.3 Availability and maintenance

We aim to provide a reliable Service but do not guarantee uninterrupted, error-free or continuously available operation. We may perform maintenance, updates and security work and may temporarily restrict access. Where reasonably practicable, we will provide notice of planned maintenance that is likely to cause material disruption.

4.4 Changes to the Service

We may modify the Service where reasonably necessary for security, legal or regulatory compliance, product improvement, technical compatibility, prevention of misuse, changes to Third-Party Services or commercial sustainability. We will not materially reduce Core Functionality during a prepaid Subscription Term without

providing substantially equivalent replacement functionality or reasonable advance notice and a right to cancel the affected Subscription. If no substantially equivalent replacement is provided, a Customer who cancels because of the change is entitled to a pro-rata refund of unused prepaid Fees, or another remedy required by law. Minor changes, enhancements and changes that do not materially disadvantage the Customer may take effect immediately.

4.5 Beta features

We may identify features as alpha, beta, preview, early access or experimental. Those features may be incomplete, change without notice, have limited support and be withdrawn. You must not use them for safety-critical or production-critical purposes unless we expressly agree otherwise. This clause does not exclude any non-excludable rights.

5. AI-assisted features and Outputs

5.1 AI limitations

The Service uses automated and artificial-intelligence systems. Outputs may be incomplete, inaccurate, non-unique, unsuitable, outdated or misleading. AI systems may misunderstand voice input, context, quantities, names, trade terminology, customer requirements or applicable law.

5.2 Customer review responsibility

Before relying on, sending, publishing or acting on an Output, you must review and independently verify it. This includes checking customer identity and address, ABN and GST details, quantities, labour and material costs, prices, margins, discounts, payment instructions, bank details, due dates, scope, exclusions, variations, licences, tax treatment, regulatory statements and industry-specific requirements.

5.3 No professional advice

Dexify is not a law firm, accounting practice, tax adviser, engineer, architect, quantity surveyor, building certifier, financial adviser or licensed trade professional. The Service does not determine whether you are licensed or legally permitted to carry out work. Outputs are not professional advice and do not replace advice from an appropriately qualified professional.

5.4 Quotes, estimates and invoices

You are solely responsible for deciding whether to issue a quote, estimate, invoice or other document and for its final content, legal effect and accuracy. You are responsible for ensuring that documents satisfy applicable tax invoice, consumer, licensing, disclosure, recordkeeping and industry requirements. Dexify does not act as your agent and does not enter into contracts with your clients on your behalf.

5.5 Fraud prevention

You must verify payment and bank-account details before sending an invoice or payment request and maintain reasonable anti-fraud controls. The Service is not a substitute for independent verification of changed payment details or instructions.

5.6 Similar outputs and third-party rights

Outputs may not be unique and other users may receive identical or similar content. We do not guarantee that an Output is protected by copyright or does not resemble or infringe third-party material. You must not intentionally use the Service to infringe another person's intellectual-property, privacy, confidentiality or other rights.

5.7 Data Sent to AI provider

To provide the Service, we may transmit your data - including voice input, customer details, job information and other content you supply - to third-party large-language-model providers such as OpenAI, Anthropic (Claude)

and Google (Gemini). We select providers and configure integrations using commercially reasonable security measures, but once data is transmitted it is also subject to that provider's own terms, privacy policy and data-handling practices. We may change, add or remove providers at any time without prior notice. By using the Service you acknowledge and consent to this transmission. You should not input data through the Service that you are not permitted to share with a third-party cloud provider, and you remain responsible for obtaining any consents required from your customers or other individuals whose personal information you submit.

6. Voice recording, transcription and communications

6.1 Authority and notice

Before recording, uploading or processing a conversation, voice message or audio file, you must ensure that you are legally permitted to do so, provide any notices required by law and obtain all required consents. Recording and surveillance laws differ between Australian jurisdictions and may also depend on workplace, telecommunications and other circumstances.

6.2 Prohibited recording

You must not use the Service for covert or unlawful surveillance, interception or recording, or to record a private conversation where you do not have lawful authority. You must not use the Service to evade workplace-surveillance, telecommunications, privacy or evidence laws.

6.3 Transcript accuracy

Transcripts and summaries may contain errors, omissions or speaker-attribution mistakes and are not guaranteed to be verbatim or legally admissible. You must review them before relying on them for contracts, disputes, safety matters, employment decisions or customer communications.

6.4 Sensitive information

You should avoid recording or uploading sensitive, health, financial, identity or other high-risk personal information unless it is necessary, lawful and appropriate for your use of the Service. You are responsible for providing required privacy notices to your clients, staff and other participants.

7. Acceptable use

7.1 General obligation

You must use the Service lawfully, responsibly and only within the limits of your Subscription and authorised integrations.

7.2 Prohibited conduct

You must not, and must not permit any person to:

- create or facilitate fraudulent, false, deceptive or misleading quotes, invoices, documents, identities or payment instructions;
- impersonate another person or organisation or misrepresent authority, qualifications, licences, services, pricing or relationships;
- upload or process Customer Data without a lawful basis, authority, notice or consent;
- infringe intellectual-property, privacy, confidentiality, publicity, contractual or other third-party rights;
- upload passwords, authentication secrets, private keys, full payment-card details, malware or harmful code into general-purpose fields;
- use the Service for harassment, threats, unlawful discrimination, exploitation or other unlawful content or conduct;
- scrape, harvest, profile or collect personal information unlawfully;
- circumvent usage, seat, rate, geographic, security or access controls;

- reverse engineer, decompile, disassemble, copy or attempt to extract source code, models, model weights, embeddings, prompts, security controls or confidential system information, except to the limited extent that law prohibits this restriction;
- use bots, scripts or automated tools other than authorised integrations;
- probe, scan, penetration-test or attempt unauthorised access to the Service or connected systems without our written approval;
- resell, sublicense, white-label, time-share or provide the Service to third parties except under an agreement expressly permitting it;
- use the Service for emergency dispatch, life-safety, medical, critical infrastructure or other safety-critical functions;
- use Outputs as regulated professional advice or to make unlawful automated decisions about individuals;
- interfere with the Service or impose an unreasonable or disproportionately large load; or
- violate applicable law, sanctions, court orders or binding regulatory requirements.

7.3 Investigation and cooperation

Where we reasonably suspect misuse, we may investigate, preserve relevant evidence, restrict affected functionality and cooperate with lawful authorities. We will handle personal information in accordance with our Privacy Policy and applicable law.

8. Subscriptions, billing and cancellation

8.1 Plans and order information

The available plans, Fees, included features, usage limits, billing frequency and any promotional conditions are displayed at sign-up or in an applicable order form. Those details form part of these Terms. If there is an inconsistency, the order form or checkout confirmation prevails for the specific commercial details, while these Terms prevail for general legal conditions unless expressly stated otherwise.

8.2 Currency, GST and payment processing

Unless otherwise displayed, Fees are stated in Australian dollars. Prices displayed to Australian consumers will include GST and unavoidable charges where required by law; otherwise GST may be added as shown at checkout. You are responsible for bank, card and foreign-exchange charges imposed by your providers. Payments may be processed by a third-party payment provider. We do not store complete card details where they are handled directly by that provider.

8.3 Automatic renewal

Unless a plan is expressly identified as non-renewing, monthly and annual Subscriptions automatically renew for successive periods of the same duration until cancelled. You authorise us and our payment provider to charge the applicable renewal Fee and taxes to your nominated payment method on the renewal date. If a payment fails, we may retry it during the following 3 days. Renewal and cancellation deadlines are determined using Australia/Sydney time unless the checkout page, order form or applicable app store expressly states otherwise.

8.4 Free trials and promotional periods

If a trial or promotional period automatically converts to a paid Subscription, the checkout page will display the trial length, the paid plan, the amount and billing frequency that will apply, and the date or event when charging begins. Unless you cancel before the trial or promotional period ends, you authorise the first and subsequent recurring charges. Eligibility may be limited to one trial or promotion per person, business, payment method or household, and we may cancel duplicate, fraudulent or abusive trials.

8.5 Payment failures

If a payment fails, we or our payment provider may retry the charge and notify you. We may restrict or suspend paid features after reasonable notice while payment remains overdue. You remain responsible for properly

incurred Fees. We may restore access after successful payment. We will not charge collection costs except where lawful, reasonable and disclosed.

8.6 Price changes

We may change recurring Subscription prices by giving at least 30 days' notice. A change applies only from the first renewal occurring after the notice period and does not alter a prepaid current Subscription Term. You may cancel before the new price takes effect. A Lifetime Subscription will not be converted into recurring billing without your express agreement.

8.7 Upgrades and downgrades

An upgrade may take effect immediately and may result in a prorated charge or credit as displayed before confirmation. A downgrade ordinarily takes effect at the next renewal unless displayed otherwise. Downgrading may reduce features, storage, usage limits or access to data; you should export any affected data before the downgrade takes effect.

8.8 How to cancel

You may cancel a recurring Subscription through the account or billing settings made available in the Service, through the management link in a payment receipt, or by contacting contact@dexifyai.com. A cancellation submitted through account settings takes effect when the confirmation screen is displayed. A cancellation submitted by email takes effect when received by us, subject to reasonable identity verification. Subscriptions purchased through an app store must be cancelled using that store's subscription controls. Where app-store billing, cancellation or refund rules are mandatory, those rules prevail to the extent of any inconsistency. Deleting the application or ceasing use does not by itself cancel a Subscription.

8.9 Effect of cancellation

Unless stated otherwise, cancellation takes effect at the end of the current paid Subscription Term and access continues until then. We will display or send confirmation of cancellation. If you believe you cancelled before renewal but were charged, contact us promptly and provide available evidence of the cancellation request. Fees are not ordinarily refunded for unused days in a billing period, but this does not limit rights or remedies required by law, including the ACL.

8.10 Refunds and billing disputes

You should notify us promptly of billing errors. We will assess refund requests reasonably and in accordance with the ACL, applicable app-store rules and any express refund policy displayed at purchase. A statement that a payment is non-refundable does not exclude a statutory right to a refund, cancellation, compensation or other remedy.

8.11 Tax invoices

Where required and based on the information you provide, we will make an invoice or tax invoice available through the Service, email or our payment provider. You are responsible for maintaining accurate billing and tax information.

9. Lifetime Subscriptions

9.1 Meaning of Lifetime

Lifetime means the period during which Dexify, a related body corporate or a successor entity continues to make the substantially equivalent Core Functionality of the purchased plan commercially available to any customer, whether under the Dexify name or another product, platform or brand name. It does not mean the lifetime of an individual, business or device. We must not avoid a Lifetime Subscription merely by renaming, repackaging, migrating or replacing the Service with a substantially equivalent product. A Lifetime Subscription remains subject to these Terms.

9.2 One-time payment

A Lifetime Subscription is purchased for a single one-time Fee and does not automatically renew. It does not include products, modules, services, usage, support tiers or premium add-ons that are clearly sold separately, unless the purchase page expressly states otherwise.

9.3 Platform evolution

We may improve, replace or modify features as the Service evolves. We will not materially remove or reduce the Core Functionality of the purchased lifetime plan without providing substantially equivalent replacement functionality, reasonable advance notice and, where no substantially equivalent replacement is provided, a fair remedy having regard to the age and value of the Subscription and any remedy required by law. A Lifetime Subscription does not include every future feature, integration, model, separate product, premium module or support tier unless the purchase page expressly states otherwise.

9.4 Third-party dependencies

The Service depends on Third-Party Services. If a provider discontinues or materially changes a dependency, we may replace, modify or discontinue the affected feature where maintaining it is not reasonably practicable. Where this materially reduces the core purchased functionality, we will use reasonable efforts to provide a substitute or another remedy required by law.

9.5 No perpetual uptime promise

A Lifetime Subscription does not guarantee perpetual availability or uninterrupted operation and remains subject to maintenance, security, legal, force majeure and availability provisions in these Terms.

9.6 Transfer and business changes

A Lifetime Subscription is licensed to the original purchasing business entity and may not be resold or transferred without our written consent. We will not unreasonably withhold consent for a genuine change of business structure, succession or sale where the transferee assumes these Terms, no misuse is suspected and the transfer does not materially increase our risk.

9.7 Sale or reorganisation of Dexify

If Dexify undergoes a merger, acquisition, restructure or sale, we may assign these Terms to a successor that assumes the applicable obligations. We will use reasonable efforts to ensure that the successor honours active Lifetime Subscriptions or provides a substantially similar arrangement, subject to applicable law and the continued operation of the Service.

9.8 Voluntary discontinuation

If we voluntarily and permanently discontinue the Service or cease making its Core Functionality commercially available, we will provide at least 90 days' notice where reasonably practicable and an opportunity to export Customer Data. If discontinuation occurs within 12 months after purchase, we will provide a reasonable pro-rata refund or a substantially equivalent substitute. If it occurs after 12 months, we will provide a fair remedy having regard to the period of access already received, the purchase price, available replacement functionality and the reason for discontinuation. These remedies do not apply to the extent discontinuation results from insolvency, law, urgent security necessity, force majeure or circumstances genuinely beyond our reasonable control, but this clause does not limit statutory remedies.

9.9 Termination for breach

A Lifetime Subscription may be suspended or terminated under clause 20. We will ordinarily provide notice and an opportunity to remedy a remediable breach. No refund is required where termination results from the Customer's serious or unremedied breach, except where required by law.

10. Intellectual property and Outputs

10.1 Dexify Materials

We and our licensors own all rights in the Service, software, interfaces, designs, documentation, brands, databases, templates, workflows, prompts, model configurations, code and other materials supplied by us (Dexify Materials). Except for the limited rights expressly granted, no rights are transferred to you.

10.2 Restrictions

You must not copy, modify, distribute, sell, lease, sublicense, create derivative services from or commercially exploit Dexify Materials except as expressly permitted by these Terms or mandatory law.

10.3 Customer rights in Outputs

As between you and Dexify, and subject to applicable law and third-party rights, you may use, reproduce, adapt and commercialise Outputs generated specifically for your Account for your internal and external business purposes. This does not transfer ownership of Dexify Materials embedded in or used to generate an Output.

10.4 Customer templates and materials

You retain rights in templates, logos, text and other materials you create independently and submit to the Service. If a workflow or configuration combines Customer materials with Dexify Materials, each party retains its pre-existing rights and you receive only the licence necessary to use the combined result through the Service.

10.5 Feedback

If you voluntarily provide suggestions, ideas or feedback, you grant us a perpetual, irrevocable, worldwide, royalty-free and transferable licence to use, modify and incorporate that feedback without payment or restriction. We will not publicly identify you as the source without permission. Feedback does not include Customer Data or Confidential Information merely because it is communicated to support staff.

11. Customer Data and privacy responsibilities

11.1 Ownership

As between the parties, you retain ownership of Customer Data. You are responsible for its accuracy, quality, legality and the means by which it was obtained.

11.2 Licence to process

You grant us and our subcontractors a non-exclusive, worldwide licence for the period reasonably necessary to host, copy, transmit, display, transform, transcribe and otherwise process Customer Data only to provide the Service, deliver requested support, maintain security and reliability, detect or prevent misuse, comply with law and exercise our rights under these Terms. Product analytics or service improvement using identifiable Customer Data is permitted only to the extent described in our Privacy Policy and reasonably necessary for those purposes. This licence does not transfer ownership of Customer Data to us.

11.3 Training and evaluation

We will not use identifiable Customer Data to train or fine-tune any generative AI model, whether general-purpose or Dexify-specific, unless the Customer expressly opts in after clear disclosure. We may conduct limited human review of Customer Data only where reasonably necessary for requested support, security, abuse investigation, legal compliance or quality assurance described in our Privacy Policy, and only by authorised personnel subject to confidentiality obligations. We may use properly de-identified or aggregated information for analytics, security, benchmarking, service improvement and model or system evaluation, subject to clause 13.4. Our Privacy Policy and Subprocessor List describe relevant processing in more detail.

11.4 Customer authority

You represent that you have all rights, notices, consents and lawful bases necessary for us to process Customer Data as contemplated by these Terms and the Privacy Policy, including client and employee contact details, job information and recordings.

11.5 Privacy compliance

Each party must comply with privacy laws that apply to it. You are responsible for your own privacy notices, collection practices, client communications, direct marketing and responses to individuals exercising rights in relation to data you control.

11.6 High-risk data

Unless expressly supported and agreed, the Service is not designed to store payment-card data, government authentication credentials, private cryptographic keys or information subject to specialised high-security regimes. You must not submit such information where it is unnecessary or prohibited.

12. Security, backups and incidents

12.1 Security measures

We will maintain reasonable technical and organisational safeguards appropriate to the nature of the Service and information processed. No internet service is completely secure and we do not guarantee that unauthorised access, loss or disruption will never occur.

12.2 Customer security obligations

You must secure your devices, networks, accounts and integrations; use appropriate access controls and authentication; maintain current software; and promptly notify us of security issues affecting the Service or Customer Data.

12.3 Backups and records

We may maintain operational backups, but the Service is not your exclusive backup or statutory recordkeeping system unless we expressly agree otherwise. You must keep copies of records that you are legally or commercially required to retain.

12.4 Security incidents

If we become aware of a security incident affecting Customer Data, we will investigate and take reasonable containment and remediation steps. We will notify affected Customers where required by law or where reasonably necessary for them to protect their interests. Notifications may be delayed where law enforcement, regulators or security considerations require it.

13. Data export, retention and deletion

13.1 Export

You may export available Customer Data using self-service features or by contacting us. Export formats and scope depend on the relevant feature. Additional, bespoke or technically complex export assistance may incur a reasonable fee disclosed in advance.

13.2 Post-termination access

For an ordinary cancellation, we will use reasonable efforts to make available a data-export opportunity for at least 30 days after access ends, unless law, security, non-payment, serious misuse or technical limitations require a shorter period. You should export data before cancellation or downgrade.

13.3 Deletion and retention

We may delete or de-identify Customer Data after the applicable retention period. Information may remain temporarily in backups, logs and disaster-recovery systems and may be retained where reasonably necessary for legal, tax, accounting, fraud-prevention, security, dispute or enforcement purposes. Our Privacy Policy describes applicable retention practices.

13.4 De-identified data

We may retain and use information that has been de-identified or aggregated so that it cannot reasonably identify you, your clients or another individual.

14. Third-Party Services

14.1 Dependencies and integrations

The Service may use or interoperate with Third-Party Services, including cloud infrastructure, AI models, voice processing, analytics, communications, authentication and payment services. Our current Subprocessor List should identify providers that process Customer Data on our behalf.

14.2 Customer-selected services

Where you choose to connect a Third-Party Service, you authorise us to exchange data with it as necessary for the integration. Your use of that service is governed by your agreement with its provider, and you are responsible for configuring and securing it.

14.3 Dexify-selected providers

We will exercise reasonable care in selecting and managing providers used for core functionality, but we do not control their systems and cannot guarantee uninterrupted availability. We may replace providers or change integrations for security, performance, compliance, availability or commercial reasons.

14.4 Disabling integrations

We may suspend or disable an integration where reasonably necessary to address security, legal, technical, provider or misuse concerns. We will provide notice where reasonably practicable.

15. Confidentiality

15.1 Protection and use

Each recipient of Confidential Information must use it only to perform or exercise rights under these Terms, protect it using at least reasonable care and disclose it only to personnel, contractors, professional advisers and providers who need to know it and are subject to confidentiality obligations.

15.2 Required disclosure

A recipient may disclose Confidential Information where required by law, court order or regulator. Where lawful and practicable, it must give the disclosing party advance notice and reasonable assistance to seek protective treatment.

15.3 Exclusions

Confidential Information does not include information that the recipient can demonstrate was lawfully known without restriction, becomes public without breach, is received lawfully from another source without restriction or is independently developed without use of the disclosing party's Confidential Information.

15.4 Survival

Confidentiality obligations continue for five years after termination, and indefinitely for trade secrets, credentials, security information and personal information to the extent required by law.

16. Support and communications

16.1 Support

Support channels and response targets, if any, are described in the applicable plan or support policy. Response targets are goals unless expressly described as a service-level commitment.

16.2 Service notices

You consent to receive operational, security, billing, legal and account communications electronically. You must maintain a current email address and promptly review notices. Marketing communications are handled separately and may be unsubscribed from without affecting essential service notices.

17. Consumer guarantees and disclaimers

17.1 Non-excludable rights

Nothing in these Terms excludes, restricts or modifies any consumer guarantee, condition, warranty, right or remedy that cannot lawfully be excluded, restricted or modified, including under the ACL.

17.2 Permitted disclaimers

Subject to clause 17.1 and to the maximum extent permitted by law, the Service is provided on an as available basis. We do not warrant that every feature will be uninterrupted, error-free, suitable for every business, compatible with every device or Third-Party Service, or that every Output will be accurate or fit for a particular purpose.

17.3 Limitation of remedies for qualifying services

Where permitted by section 64A of the ACL and where it is fair and reasonable, our liability for failure to comply with an applicable consumer guarantee in relation to services that are not ordinarily acquired for personal, domestic or household use or consumption is limited, at our option, to supplying the services again or paying the cost of having the services supplied again. This limitation does not apply where the law does not permit it.

18. Limitation of liability

18.1 Application

This clause applies only to the extent permitted by law and does not limit liability that cannot lawfully be limited.

18.2 Excluded loss

Subject to clause 18.1, neither party is liable to the other for indirect or consequential loss, loss of anticipated profit, loss of opportunity, loss of goodwill or business interruption, except to the extent such loss is a reasonably foreseeable consequence for which a non-excludable law provides a remedy or is covered by an express indemnity.

18.3 Liability cap

Subject to clauses 18.1 and 18.4, each party's aggregate liability arising out of or relating to the Service or these Terms is limited to: (a) for a recurring Subscription, the Fees paid or payable by the Customer for the Service in the 12 months immediately preceding the event giving rise to liability; or (b) for a Lifetime Subscription, the Lifetime Subscription Fee paid by the Customer.

18.4 Liability not capped

The cap in clause 18.3 does not apply to liability arising from fraud, wilful misconduct, death or personal injury to the extent caused by negligence where the law prohibits limitation, breach of confidentiality, infringement or misappropriation of the other party's intellectual property, the Customer's payment obligations, or an indemnity under clause 19. It also does not limit any liability or remedy that cannot lawfully be limited.

18.5 Contributory conduct and mitigation

A party's liability is reduced to the extent the other party's act or omission caused or contributed to the loss. Each party must take reasonable steps to mitigate loss.

19. Customer indemnity

19.1 Indemnified claims

To the extent caused by the Customer or an Authorised User, the Customer indemnifies Dexify, its related bodies corporate, officers, employees and contractors against third-party claims, losses, liabilities and reasonable external legal costs arising from:

- Customer Data or Customer communications that infringe third-party rights or breach law;
- unlawful recording, surveillance, transcription or collection of personal information;
- fraudulent, deceptive or misleading documents, representations or payment instructions created or issued by the Customer;
- the Customer's breach of clause 7 or material breach of its privacy, consent or licensing obligations; or
- the Customer's products, services, work or contractual relationship with its clients, except to the extent the claim is caused by Dexify's breach, negligence or unlawful conduct.

19.2 Claims procedure

We must give prompt notice of an indemnified claim, permit the Customer to control the defence and settlement with suitably qualified advisers, and provide reasonable cooperation at the Customer's cost. The Customer must not settle a claim in a manner that admits fault by, imposes an obligation on, or restricts Dexify without our written consent, not to be unreasonably withheld.

20. Suspension and termination

20.1 Termination by Customer

You may cancel a recurring Subscription under clause 8 and may request closure of the Account. Closing an Account does not relieve you from accrued payment or other obligations.

20.2 Immediate protective suspension

We may immediately suspend access where reasonably necessary because of a credible security threat, fraud, unlawful activity, risk of harm, sanctions, a binding legal requirement, non-payment after notice or serious misuse. We will limit the suspension to what is reasonably necessary and notify you where lawful and practicable.

20.3 Remediable breach

For an ordinary remediable breach, we will ordinarily give written notice describing the breach and at least 10 Business Days to remedy it. We may terminate the affected Account or Subscription if the breach is not remedied within that period.

20.4 Immediate termination

We may terminate immediately for a material breach that cannot reasonably be remedied, repeated breaches, fraud, serious unlawful conduct, deliberate security compromise, insolvency where permitted by law, or where continued service would expose us or others to material legal or security risk.

20.5 Termination for convenience

We may terminate an individual recurring Subscription for convenience by giving at least 30 days' notice. If termination takes effect before the end of a prepaid Subscription Term, we will refund the unused prepaid portion unless termination is connected with Customer breach or another lawful exception. Lifetime Subscriptions are addressed in clause 9.

20.6 Discontinuation of Service

We may permanently discontinue the Service by giving at least 90 days' notice where reasonably practicable. We will provide a reasonable data-export opportunity and deal with prepaid recurring Fees and Lifetime Subscriptions as required by clause 9 and applicable law.

20.7 Effect of termination

On termination, the Customer's right to access the Service ends, except for any temporary export access we provide. Clauses concerning payment, intellectual property, confidentiality, data retention, liability, indemnity, disputes and any provisions intended to survive continue after termination.

21. Changes to these Terms

21.1 Updates

We may update these Terms to reflect changes to law, regulation, security, technology, Third-Party Services, features or business practices. We will publish the updated Terms and state the effective date.

21.2 Material changes

For a materially detrimental change, we will give at least 30 days' notice unless a shorter period is reasonably required by law, urgent security needs or a third-party dependency. A material change will apply prospectively and will not retrospectively remove accrued rights.

21.3 Acceptance and cancellation

Where a material change requires fresh consent, we may request affirmative acceptance. Otherwise, continued use after the effective date constitutes acceptance to the extent permitted by law. If you do not accept a materially detrimental change, you may stop using the Service and cancel before it takes effect. Any refund rights are determined by law and the circumstances of the change.

22. Affiliate and Referral Program

22.1 Program and eligibility

We may operate an Affiliate and Referral Program under which approved affiliates and eligible Customers (Partners) can earn commission for referring new paying Customers. Participation requires our approval and compliance with these Terms and any written Program guidelines supplied at enrolment.

22.2 Attribution

Each Partner may receive a unique link or code. Unless the Program dashboard states otherwise, the attribution window is 100 days and attribution is based on our tracking records. Attribution may fail because of cookie deletion, consent choices, ad blockers, cross-device use, browser settings or another valid referral source. Our good-faith determination of attribution applies, subject to correction of demonstrable error.

22.3 Eligible referral

An eligible referral must be a genuine new Customer who uses the Partner's approved link or code, satisfies applicable trial and payment requirements, is not the Partner or an associated artificial account, and has not been improperly induced, misled or obtained through spam or prohibited advertising.

22.4 Trial and commission

Unless the Program dashboard states otherwise, a referred Customer may receive a three-month trial. No commission accrues during a free trial. After a successful conversion to a paid plan, the Partner earns 50% of Net Subscription Revenue for the first 12 months of that Customer's paid Subscription. Net Subscription Revenue means amounts actually received by Dexify, excluding GST and other taxes, discounts, refunds, chargebacks, credits, payment-processor fees and fraudulent or reversed payments.

22.5 Plans and adjustments

The Program dashboard or written offer will state whether commission applies to upgrades, downgrades, add-ons, Lifetime Subscriptions and other products. Unless expressly stated, no commission is payable on taxes, refunded amounts, free periods, credits or purchases by the Partner itself.

22.6 Approval and clawbacks

Commission is provisional until the relevant payment has cleared and the applicable fraud, refund and chargeback review period has passed. We may withhold, reverse or offset commission connected with refunds, chargebacks, fraud, duplicate accounts, self-referrals, unlawful marketing, attribution error or breach of Program terms. We will not unreasonably withhold genuinely earned commission.

22.7 Payouts

Unless the Program dashboard states otherwise, approved commission for a calendar month is processed on or around the 15th day of the following month, or the next Business Day. Payouts are subject to any disclosed minimum threshold and valid bank or payment details. Amounts below the threshold carry forward. Payments are made in Australian dollars unless otherwise stated, and reasonable bank or foreign-exchange fees charged by third parties may be deducted or borne by the Partner as disclosed.

22.8 Tax

Partners are responsible for their own tax obligations. We may require an ABN, tax invoice, tax declaration or other information and may withhold amounts where required by law. GST treatment depends on the Partner's circumstances and applicable law.

22.9 Partner marketing obligations

A Partner must:

- make clear and prominent disclosure of the commercial relationship and commission where required;
- describe Dexify, features, pricing, trials and expected results accurately and avoid unsubstantiated earnings or performance claims;
- obtain consent before sending commercial electronic messages and include accurate sender identification, contact details and a functional unsubscribe mechanism;
- comply with the Spam Act 2003 (Cth), ACL, privacy laws, advertising platform rules and all other applicable marketing laws;
- not bid on Dexify brand names, domain names or confusingly similar terms without written approval;
- not use misleading domains, impersonation, coupon interception, forced clicks, cookie stuffing, adware or unauthorised incentives; and
- not transfer or sublicense a referral code or appoint sub-affiliates without written approval.

22.10 No agency or guaranteed earnings

A Partner is an independent contractor and has no authority to bind Dexify. Participation does not create employment, partnership, joint venture, fiduciary or agency relationships. We do not guarantee referrals, commission or income.

22.11 Program changes

We may change commission rates, attribution windows, eligible products, thresholds or other Program terms by giving at least 30 days' direct notice for materially adverse changes. Changes apply prospectively and do not reduce commission already approved under the prior terms. We may make immediate changes where reasonably necessary to address fraud, law, security or platform requirements.

22.12 Suspension and termination

We may suspend or terminate a Partner for breach, fraud, misleading promotion, spam, brand misuse or material reputational or legal risk. We may discontinue the Program on 30 days' notice. Genuine approved commission earned before termination remains payable, subject to valid clawbacks. If the Program ends, an otherwise valid balance below the ordinary payout threshold will be paid in the next scheduled payout cycle, subject to any minimum amount imposed by the payment provider and any lawful deduction disclosed to the Partner.

23. Complaints and dispute resolution

23.1 Contact and good-faith resolution

A party claiming a dispute must give written notice describing the issue and desired resolution. The parties must attempt in good faith to resolve it through appropriately authorised representatives. Customer support or billing complaints may be sent to contact@dexifyai.com.

23.2 Mediation

If a dispute is not resolved within 30 days after notice, either party may refer it to mediation administered by the Resolution Institute or another agreed mediator. Mediation may occur remotely or in Sydney, New South Wales. The parties will share the mediator's fees equally and bear their own costs, unless agreed otherwise.

23.3 Exceptions

Nothing in this clause prevents a party from seeking urgent injunctive or interlocutory relief, recovering an undisputed debt, commencing eligible small-claims proceedings, taking action required to preserve a limitation period, responding to proceedings, making a regulatory complaint or exercising a non-excludable consumer right.

23.4 Governing law

These Terms are governed by the laws of New South Wales, Australia. Subject to clause 23.3 and any mandatory jurisdictional rights, the courts of New South Wales and applicable Commonwealth courts have non-exclusive jurisdiction.

24. General

24.1 Order of documents

These Terms, the applicable order or checkout confirmation, Privacy Policy and any incorporated Program or product-specific terms form the agreement. If there is an inconsistency, the order or checkout confirmation prevails only for plan-specific commercial details, product-specific terms prevail only for that product, and these Terms prevail otherwise. An order form or other document varies a legal provision of these Terms only if it expressly identifies the clause being varied and is accepted by an authorised representative of Dexify. Ordinary

sales communications do not vary these Terms. The Privacy Policy governs privacy handling but does not reduce contractual rights unless expressly stated.

24.2 Entire agreement and no reliance

The agreement constitutes the entire agreement concerning the Service and replaces prior discussions on the same subject. Nothing in this clause excludes liability for fraud, misleading or deceptive conduct, or any representation that cannot lawfully be excluded.

24.3 Notices

We may give ordinary operational notices by email to the Account Owner, in-product notification or publication on the Website. We will give materially adverse notices, including price increases, material reductions in paid functionality, material changes to data processing, termination for convenience and material Affiliate Program changes, directly by email and, where reasonably practicable, by in-product notice. Website publication may supplement but does not replace direct notice for those matters. An electronic notice is deemed received on the next Business Day after sending unless the sender receives a delivery-failure notice. You must keep the Account Owner email address current. Formal notices to Dexify must be sent to contact@dexifyai.com and the postal address in clause 25.

24.4 Assignment

You may not assign these Terms without our written consent, not to be unreasonably withheld for a genuine business succession where the assignee assumes all obligations. We may assign these Terms as part of a corporate restructure, financing, merger, acquisition or sale of business or assets, provided the assignee assumes the relevant obligations. Any assignment remains subject to mandatory law.

24.5 Subcontracting

We may use related bodies corporate and subcontractors to perform the Service, but this does not remove responsibilities that the law or these Terms place on us.

24.6 Force majeure

Neither party is liable for delay or failure caused by events beyond its reasonable control, including natural disaster, fire, flood, epidemic, war, civil disturbance, government action, utility or internet failure, widespread cyberattack or critical provider failure, except that this does not excuse payment obligations already accrued. The affected party must use reasonable efforts to mitigate the impact.

24.7 Severability

If a provision is invalid or unenforceable, it is to be read down to the minimum extent necessary or severed, and the remaining provisions continue.

24.8 Waiver

A waiver must be in writing and applies only to the specific instance. Delay or failure to exercise a right is not a waiver.

24.9 Relationship

Except for the limited Partner relationship expressly described in clause 22, nothing creates a partnership, joint venture, employment, fiduciary or agency relationship.

24.10 Third-party rights

A person who is not a party has no right to enforce these Terms, except that indemnified persons and our licensors may rely on provisions expressly intended to protect them.

24.11 Electronic acceptance

The parties agree that electronic acceptance, records, notices and signatures may be used to form and evidence this agreement.

25. Contact details

Dexify AI Pty Ltd

ACN 698 912 882

ABN: 13 698 912 882

Trading name: Dexify AI Pty Ltd

Registered or business address: 83 JARRETT ST, WYOMING NSW 2250

Customer support: contact@dexifyai.com

Legal notices: contact@dexifyai.com

Privacy enquiries: contact@dexifyai.com

Website: <https://dexifyai.com>