KamplifyAI
Smarter business, automated

Master Services Terms

Standard terms for AI business automation services supplied by Kamplify AI

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Version	1.0
Effective date	3 October 2026

About this document

These Master Services Terms (**these terms**) set out the standard terms on which Kamplify AI (**we**, **us**, **our**) supplies AI receptionist and related business automation services. They apply whenever we give you a quote that refers to them. The quote sets out the specific services, fees, billing frequency, minimum term and any special conditions for your business (**you**, **your**). Pricing is always set out in your quote and never in this document.

We have written these terms in plain language where we can. If anything is unclear, please ask us before you accept a quote.

Key terms at a glance

This summary is a guide only. The full clauses below apply if there is any difference.

What we provide	A managed AI voice receptionist that answers calls forwarded from your phone system, takes messages and, where included in your quote, books appointments (clauses 2 and 3).
What you do	Set up and maintain call forwarding, keep your FAQs and availability accurate, and meet the laws that apply to your calls (clause 4).
Payment	As set out in your quote. Invoices are due within 7 days of the invoice date unless the quote says otherwise (clause 5).
Term and cancellation	A minimum term if your quote states one, then ongoing until either of us gives 14 days' written notice (clause 6).
Your information	You keep ownership. We use it only to provide the services and handle personal information in line with the Australian Privacy Principles (clauses 7 and 9).
Limits and your rights	AI can make mistakes and we do not guarantee results. Our liability is limited, but your rights under the Australian Consumer Law are not affected (clauses 10 and 11).

1. About these terms

1.1 **Application.** These terms apply to all services we supply to you under a quote. A quote you have accepted, together with these terms and any variation agreed under clause 13, forms the agreement between us (the **Agreement**).

1.2 **Accepting a quote.** You accept a quote by signing it, confirming acceptance in writing (including by email), paying an invoice for it, or allowing us to start the services.

1.3 **If there is a conflict.** If a quote conflicts with these terms, the quote prevails only if it expressly says it overrides a specific clause of these terms.

1.4 **Which version applies.** The version of these terms that applies is the version published on our website or provided to you on the date you accept the quote. We may update these terms only as set out in clause 13.

1.5 **Definitions.** In these terms:

(a) **ACL** means the Australian Consumer Law in Schedule 2 of the Competition and Consumer Act 2010 (Cth).

(b) **Business Day** means a day that is not a Saturday, Sunday or public holiday in [South Australia].

(c) **Client Data** means information that you or your callers give us, or that we collect on your behalf through the services, including call recordings, transcripts, caller details, messages, call summaries, and calendar and booking information.

(d) **Client Materials** means the scripts, FAQs, business information, instructions, logos, brand content and other material you give us.

(e) **Confidential Information** means information of a party that is confidential by its nature or is marked or described as confidential, including Client Data, pricing and the terms of a quote. It does not include information that is public (other than through a breach), already known to the other party, or independently developed or lawfully received from someone else.

(f) **Fees** means the amounts payable for the services as set out in the quote.

(g) **Personal Information** has the meaning given in the Privacy Act 1988 (Cth).

(h) **Services** means the services described in the quote, which may include set-up and configuration of an AI voice agent, ongoing management, integrations and related support.

(i) **Third-Party Providers** means the providers of technology we use to supply the services, such as voice AI platforms, telephony and phone number providers, AI language model providers, email and SMS delivery services, scheduling and booking software, and cloud hosting.

2. Our services

2.1 **What we do.** We design, configure, launch and manage an AI voice agent that answers calls for your business as described in the quote.

2.2 **How it works.** Typically, your phone system forwards after-hours calls, or calls you do not answer, to a phone number connected to the AI voice agent. The agent follows the information and instructions you give us and can pass information to your email, calendar or other systems we have integrated.

2.3 **Set-up and go-live.** We will configure the services and test them with you. You will review the test calls and confirm when you are ready to go live (see clause 4.9). Unless the quote says otherwise, one round of revisions to the initial configuration is included.

2.4 **Third-Party Providers.** We supply the services using Third-Party Providers. We choose them with reasonable care, but we do not control their platforms, features or terms. Some limits, such as call quality, supported languages, call length and available integrations, come from those providers. We may change or replace a Third-Party Provider where reasonable to keep the services working well. If a change would materially reduce what you receive, clause 6.7 applies.

2.5 **Costs outside our control.** Unless the quote says otherwise, we are not responsible for your phone carrier's charges for forwarding calls, your phone system, or other subscriptions you hold with third parties (for example your booking software).

2.6 **Services not included.** Anything not described in the quote is outside the scope of the services. Examples include additional call flows or agents, extra integrations, additional languages, reporting dashboards, live call transfer, ongoing script optimisation, and live or on-site training. We can provide these under clause 13.

2.7 **Outbound calling.** We provide outbound calling only if the quote says so. If it does, clause 4.5 applies and you must also comply with the Do Not Call Register Act 2006 (Cth) and the Spam Act 2003 (Cth).

2.8 **Standard of service.** We will provide the services with due care and skill and within a reasonable time.

3. What the AI can and cannot do

3.1 AI voice agents are useful tools, but they are not people. This clause explains what to expect. What the agent can do for you depends on what is included in your quote.

What the AI receptionist can do	What it cannot do
• Answer calls forwarded to it, greet callers in your business's name, and tell callers calls may be recorded. • Answer common questions using the FAQs, hours, services and policies you give us. • Take messages and capture caller details, then send you a summary, for example by email. • Check availability and book or request appointments where we have integrated your calendar or booking system. • Send confirmations by SMS or email where the quote includes it and the caller has consented. • Transfer a call to a person only where live transfer is included in the quote. • Work during the after-hours and overflow periods you have set.	• Handle emergencies. It is not an emergency service and cannot contact emergency services. Callers who need urgent help should call 000. • Give legal, medical, financial or other professional advice, or make clinical, safety or professional judgements. • Understand every caller, accent, language or noisy line, or answer every question correctly. • Make decisions, promises, discounts or refunds on your behalf, unless a script we have configured and you have approved says so. • Take payment card details or other highly sensitive information by voice, unless we have agreed this in writing and configured it securely. • Verify who a caller really is. • Work if calls are not forwarded correctly, if your phone line or internet is down, or if a Third-Party Provider is unavailable. • Learn your business by itself. It only knows what you give us, and it changes only when we update it at your request (clause 4.3). • Replace your staff or your own legal and regulatory obligations to your callers.

3.2 **AI can make mistakes.** AI systems can misunderstand callers, give inaccurate or incomplete answers, mis-transcribe names, numbers or addresses, and occasionally say something unexpected. We test and refine the configuration to reduce errors, but we cannot eliminate them. Please review your call summaries regularly and tell us promptly about any problems so we can fix them.

3.3 **Disclosure to callers.** The agent will tell callers that they are speaking with an AI assistant. You agree not to ask us to configure the agent to pretend to be a human.

4. Your responsibilities

The services work best when you do your part. In particular, you are responsible for the following.

4.1 **Call forwarding.** You must set up and maintain call forwarding from your phone system to the number we provide, including making any changes with your phone carrier or provider. You must test forwarding after set-up and after any change to your phone system, make sure the forwarding times and no-answer settings match what you want, and tell us promptly if your number, carrier or phone system changes. We will give reasonable guidance on common phone systems, but we cannot change your carrier settings for you.

4.2 **Emergency and priority calls.** You must make sure that emergency calls and priority calls (such as calls from your own staff or urgent matters for existing clients) are not routed to the agent unless we have agreed a specific process with you. You must have your own plan for handling urgent matters.

4.3 **Accurate information.** You must give us complete, accurate and current information for the agent to use. This includes your FAQs, opening hours, services, locations, staff availability, policies, any prices you want the agent to quote, and the questions the agent should ask callers and what to do with the answers. You must tell us promptly when anything changes (for example holiday closures or new services) and we will update the configuration within a reasonable time of your written request. We are not responsible for statements the agent makes that are based on information you gave us that was inaccurate, incomplete or out of date.

4.4 **Access and cooperation.** You must give us timely access, with appropriate permissions, to the calendar, booking, email or other systems that are to be integrated, keep those credentials valid, and keep your own third-party subscriptions current. You must nominate a contact person and respond to our reasonable questions within 2 Business Days.

4.5 **Legal compliance.** You are responsible for complying with the laws that apply to your business and your calls. These include privacy laws (clause 9), laws about recording calls, advertising and consumer laws, the Spam Act 2003 (Cth), the Do Not Call Register Act 2006 (Cth), and any rules specific to your industry. You must give any notices and obtain any consents that are required from your callers.

4.6 **Acceptable use.** You must not use the services to break the law, mislead or deceive people, harass or abuse anyone, impersonate another person, send spam, infringe anyone's rights, or handle emergencies.

4.7 **Your content.** You must have the right to give us the Client Materials and any Client Data, and to have us use them as described in the Agreement.

4.8 **Effect of delay.** If you do not meet your responsibilities, our timeframes may extend. Calls that are missed or mishandled because forwarding is not working, or because information you gave us was wrong or out of date, are not a failure by us to provide the services.

4.9 **Review and approval.** We will tell you when the configuration is ready for review. Please review and test it within 5 Business Days and either approve it or tell us in writing what needs to change. If we have not heard from you after 5 Business Days we will send a reminder. If there is still no response after a further 3 Business Days, we may treat the configuration as approved and go live. Approval does not limit your rights under clause 10.

5. Fees and payment

5.1 **Fees.** The Fees, billing frequency and any minimum term are set out in your quote. All amounts are in Australian dollars.

5.2 **GST.** Your quote states whether Fees include or exclude GST. Where we are registered for GST and Fees exclude GST, we will add GST and issue a tax invoice.

5.3 **Invoicing and due dates.** Unless the quote says otherwise:

(a) set-up fees are payable on acceptance of the quote, before we begin work;

(b) recurring Fees are invoiced in advance for each billing period; and

(c) each invoice is due within 7 days of the invoice date.

5.4 **How to pay.** You can pay by bank transfer to the account shown on the invoice, or by another method offered in the quote or invoice. If a payment method carries a surcharge, we will tell you before you pay.

5.5 **Third-party and usage charges.** If your quote says that third-party or usage-based charges (such as call minutes above an included amount, phone numbers or SMS) are payable by you, you must pay them. The quote will explain how they are charged, either by us or directly by the provider.

5.6 **Overdue amounts.** If an invoice is overdue, we will send you a reminder. If it remains unpaid 7 days after we give you written notice, we may suspend the services until it is paid, and we will restart them promptly once payment is received. You remain liable for Fees due before and during any suspension, and for our reasonable costs of recovering overdue amounts.

5.7 **Disputed invoices.** If you think an invoice is wrong, tell us within 7 days of receiving it and pay any part that is not in dispute. We will work with you in good faith to resolve it quickly.

5.8 **Changes to Fees.** We may change recurring Fees by giving you at least 30 days' written notice, but not during a minimum term stated in the quote. If you do not accept an increase, you may cancel under clause 6.7 before it takes effect.

6. Term, cancellation and termination

6.1 **Start and minimum term.** The Agreement starts when you accept the quote. It continues for the minimum term stated in the quote (if any) and then continues until it ends under this clause 6.

6.2 **Cancelling after the minimum term.** After any minimum term, either of us may end the Agreement for any reason by giving the other 14 days' written notice. Email is sufficient.

6.3 **Ending during a minimum term.** If you end the Agreement during a minimum term, other than under clause 6.5, 6.6 or 6.7, you must pay the recurring Fees for the rest of the minimum term, less any costs we avoid because the Agreement has ended. We will take reasonable steps to limit our loss and will show you how we calculated the amount.

6.4 **Fees during notice.** Recurring Fees remain payable until the end date. We will not bill you for any period after the end date. If you have paid for a period after the end date because we ended the Agreement or you ended it under clause 6.5 or 6.7, we will refund the unused portion.

6.5 **Ending for breach or insolvency.** Either of us may end the Agreement immediately by written notice if the other:

(a) materially breaches the Agreement and does not fix the breach within 7 days after receiving written notice of it; or

(b) becomes insolvent, has an administrator, receiver or liquidator appointed, or is unable to pay its debts as they fall due.

6.6 **Suspension or ending by us for serious reasons.** We may suspend or end the services immediately by notice if this is reasonably necessary to comply with the law or a Third-Party Provider's requirements, to protect the security or integrity of the services, or because you have seriously breached clause 4.5 or 4.6. We will give as much notice as is practical.

6.7 **Changes that affect you.** You may end the Agreement without paying any amount under clause 6.3 by giving written notice within 30 days of us telling you about: a Fee increase under clause 5.8; a change to these terms under clause 13.3 that is materially adverse to you; or a change to the services or a Third-Party Provider that materially reduces what you receive. We will refund prepaid Fees for the period after the end date.

6.8 **Your consumer rights.** Nothing in this clause 6 limits your rights under the ACL, including any right to a refund or to cancel for a major failure.

6.9 **Set-up fees.** Set-up fees pay for configuration work. We do not refund them once that work has started, unless the law requires it, we do not supply the services, or you end the Agreement under clause 6.5 or 6.7.

6.10 **What happens when the Agreement ends.**

(a) You must remove call forwarding to our number before the end date. We may disconnect the number on or after the end date and are not responsible for calls forwarded to it afterwards.

(b) Amounts owing for the period up to the end date remain payable.

(c) On your written request made within 14 days after the end date, we will give you a copy of your Client Data in a commonly used format. We will then delete it as set out in clause 9.7.

(d) Clauses that by their nature continue after the end of the Agreement, including clauses 7, 8, 9, 10, 11 and 14, will continue.

7. Intellectual property

7.1 **Your materials and data.** You keep ownership of the Client Materials and the Client Data. You give us a non-exclusive, royalty-free licence to use, copy and process them only to supply the services to you, and as needed to meet our legal obligations.

7.2 **Our materials.** We keep ownership of our pre-existing and independently developed materials, including templates, call-flow designs, prompt structures, methods, tools, documentation, configurations and know-how, and any improvements to them (**Our Materials**). Our Materials do not include your Client Materials or Client Data.

7.3 **Licence to you.** While the Agreement continues, we give you a non-exclusive, non-transferable licence to use the services, and the outputs we deliver to you (such as call summaries, transcripts and reports), for your internal business purposes. You may keep the summaries, messages and transcripts you have received after the Agreement ends, subject to clause 9.

7.4 **Where the agent is hosted.** Unless the quote says otherwise, the configured agent runs on accounts held by us and is not transferred to you.

7.5 **Third-Party Providers.** Third-Party Providers keep ownership of their platforms and software. Where their terms apply directly to you, we will tell you.

7.6 **Use of your name.** We will not use your name or logo publicly (for example in case studies) without your consent. We may use anonymised, aggregated information that does not identify you or your callers to improve our services.

8. Confidentiality

8.1 **Our promise to each other.** Each of us must keep the other's Confidential Information confidential, use it only for the Agreement, and share it only with employees, contractors, advisers and Third-Party Providers who need to know it and are bound to keep it confidential.

8.2 **When disclosure is allowed.** A party may disclose Confidential Information where required by law, a court or a regulator (giving the other party notice where the law allows), to its insurers and professional advisers, or as needed to enforce its rights.

8.3 **How long it lasts.** These obligations apply during the Agreement and for 3 years after it ends. They continue for as long as the information remains confidential in the case of trade secrets, and for as long as we hold it in the case of Personal Information.

8.4 **Returning information.** On written request after the Agreement ends, each of us will return or delete the other's Confidential Information, except where we must keep it by law or it is held in routine backups until they are overwritten.

9. Privacy, call recording and data processing

9.1 **Our roles.** For Personal Information in the Client Data, you are the business that collects it and decides how it is used, and we handle it on your behalf to provide the services. Where we collect Personal Information for our own purposes, such as your contact and billing details, we handle it under our privacy policy.

9.2 **Our commitments.** We will:

(a) use and disclose Client Data only to supply the services, as you reasonably instruct, or as the law requires;

(b) handle Personal Information in line with the Australian Privacy Principles in the Privacy Act 1988 (Cth), whether or not either of us is legally required to comply with them;

(c) protect Client Data using reasonable technical and organisational measures, such as encryption in transit, access controls and multi-factor authentication, and limit access to people who need it and are bound by confidentiality;

(d) tell you without unreasonable delay, and within 72 hours, after we become aware of an eligible data breach or unauthorised access affecting Client Data, and work with you to assess and respond to it, including any notification required under the Notifiable Data Breaches scheme;

(e) help you respond within a reasonable time to requests from individuals to access, correct or delete their Personal Information, and to enquiries from regulators;

(f) not sell Client Data, or use it for our own marketing or to build products for others; and

(g) take reasonable steps to use Third-Party Providers whose terms do not allow them to use Client Data to train their own general-purpose AI models, and tell you if we become aware that this changes.

9.3 **Third-Party Providers.** You authorise us to share Client Data with Third-Party Providers as needed to supply the services. We will require them, by contract or their standard terms, to protect it. We remain responsible for our own acts and omissions. We will tell you which categories of providers we use and, on request, their names, and we will tell you about material changes.

9.4 **Data stored overseas.** Some Third-Party Providers may store or process data outside Australia. Where we know this will happen, we will tell you, and you consent to it for the purposes of the services. You are responsible for any notice to callers that privacy law requires about overseas handling.

9.5 **Call recording and notices.** The laws about recording calls vary between states and territories. You are responsible for deciding whether calls should be recorded and for meeting any legal requirements. By default we configure the agent to tell callers that the call may be recorded. You must not ask us to remove the recording notice unless recording is switched off or you have confirmed in writing that you have taken advice that no notice is needed.

9.6 **Your obligations about data.** You must have the right to give us Client Data, and you must give callers any privacy notice that the law requires. Please do not ask the agent to collect sensitive information, such as health information, tax file numbers, passwords or payment card details, unless we have agreed this in writing.

9.7 **Retention and deletion.** Unless the quote says otherwise, we keep call recordings and transcripts for up to [90] days so you can access them, and then delete them. After the Agreement ends and the export period in clause 6.10(c) has passed, we will delete your Client Data from our systems within 30 days, except where we must keep it by law or it is held in routine backups until they are overwritten.

10. Warranties, Australian Consumer Law and no guarantee of results

10.1 **Consumer guarantees.** Our services come with guarantees that cannot be excluded under the ACL. These include that services will be provided with due care and skill, will be fit for any purpose you have made known to us, and will be supplied within a reasonable time. Nothing in the

Agreement excludes, restricts or modifies any right or remedy you have under the ACL or any other law that cannot lawfully be excluded, restricted or modified.

10.2 **Limited remedy where the law allows.** To the extent the law permits (including section 64A of the ACL), if we fail to comply with a consumer guarantee for services that are not of a kind ordinarily acquired for personal, domestic or household use, our liability is limited, at our option, to supplying the services again or paying the cost of having them supplied again. This does not apply if you show that it is not fair or reasonable for us to rely on this limit.

10.3 **Our promises.** We promise that we have the right to supply the services, that we will comply with the laws that apply to our supply of them, and that we will use suitably skilled people.

10.4 **No guarantee of outcomes.** Subject to clause 10.1, we do not guarantee that:

(a) the services will be uninterrupted or error-free, or that every call will be answered or handled as intended;

(b) the agent's responses will always be accurate, complete or appropriate;

(c) the services will increase your bookings, sales or revenue or reduce your costs; or

(d) any estimate, example, forecast or case study we show you will be achieved. These are illustrations only.

Results depend on factors outside our control, including the information you give us, your callers' behaviour, your phone systems and Third-Party Providers.

10.5 **Marketing descriptions.** Descriptions of our services in marketing material are summaries. The quote and these terms set out what we have agreed to supply. This does not limit any rights you may have if something we said was misleading or deceptive.

10.6 **Other warranties.** Except as set out in this clause 10 and to the extent the law permits, all other conditions, warranties and guarantees are excluded.

11. Liability

11.1 **How this clause works.** This clause 11 applies to the maximum extent the law permits and is subject to clause 10.1.

11.2 **Indirect loss.** Neither of us is liable to the other for indirect or consequential loss, or for loss of profit, revenue, business opportunity, goodwill or anticipated savings, however caused.

11.3 **Cap on our liability.** Our total liability to you for all claims arising out of or in connection with the Agreement is limited to the recurring Fees that would be payable for 12 months at the rates in effect when the event giving rise to the liability occurred, plus any set-up fee you have paid.

11.4 **What the limits do not apply to.** Clauses 11.2 and 11.3 do not limit:

(a) any liability that cannot lawfully be limited, including under the ACL;

(b) liability for death or personal injury;

(c) liability for fraud or wilful misconduct; or

(d) your obligation to pay Fees.

11.5 **Third-party and outside events.** To the extent the law permits, we are not liable for failures of Third-Party Providers, telecommunications networks, power or internet supply, or other events outside our reasonable control, except to the extent we did not use due care and skill in selecting or managing a provider or in doing something we are responsible for under the Agreement.

11.6 **Reducing loss.** Each of us must take reasonable steps to limit any loss we claim for.

11.7 **Your indemnity.** You indemnify us against claims by third parties, and our reasonable costs of dealing with them, to the extent they arise from your breach of clause 4.5, 4.6, 4.7 or 9.6, or from Client Materials infringing someone's rights. This does not apply to the extent that we caused or contributed to the claim.

12. Service availability and support

12.1 **Availability.** We will use reasonable endeavours to keep the services available, but we cannot guarantee continuous availability. Maintenance, Third-Party Provider outages and other events can interrupt the services. Where we know about planned maintenance that is likely to affect calls, we will give reasonable notice where practical.

12.2 **Support.** Support is available by email at info@kamplifyai.com during business hours, [9:00 am to 5:00 pm Monday to Friday, local time, excluding public holidays]. Our response targets, which are targets and not guarantees, are:

(a) critical issues (the agent is not answering calls, or is seriously misbehaving): within 4 hours during business hours;

(b) standard enquiries: within 1 Business Day; and

(c) non-urgent requests: within 2 Business Days.

12.3 **What a response means.** A response confirms we have received your request and are working on it. It is not a promise to resolve it within that time.

12.4 **Reviewing calls.** We may review call records to check quality and make improvements to the services.

12.5 **Reporting problems.** Please report problems by email with as much detail as you can, such as the date, time and, where known, the caller's number.

13. Changes and variations

13.1 **Changes you ask for.** Please request changes to the scope, scripts or integrations in writing. Where practical we will tell you within 3 Business Days whether we can do the work, and what it would cost and how it would affect timing. We will begin only after you approve in writing, and email is sufficient. Approved changes form part of the Agreement. Small updates, such as changes to opening hours or FAQs, are included to the extent the quote says so.

13.2 **Changes we make.** We may improve or change the services, as long as the change does not materially reduce what you receive. If it would, clause 6.7 applies.

13.3 **Changes to these terms.** We may update these terms by giving you at least 30 days' written notice by email. If a change is materially adverse to you, you may end the Agreement under clause 6.7. If you keep using the services after the change takes effect, you accept it. Changes we must make sooner to comply with the law may take effect earlier.

13.4 **Assumptions.** Our quote assumes you will provide accurate information and timely access. If an assumption proves wrong, we will tell you and may propose a change under clause 13.1.

14. Complaints, disputes and governing law

14.1 **Complaints.** If you have a complaint, email info@kamplifyai.com, we will aim to acknowledge it within 2 Business Days and respond within 10 Business Days.

14.2 **Disputes.** If a dispute arises that we cannot resolve through the complaint process, either of us may give the other written notice of the dispute. We will then discuss it in good faith for 10 Business Days. If it is not resolved, we will try mediation with an independent mediator we both agree on before starting court proceedings. This does not stop either of us seeking urgent court orders.

14.3 **Governing law.** The laws of [South Australia] and the Commonwealth of Australia govern the Agreement, and each of us submits to the non-exclusive jurisdiction of the courts of [South Australia].

14.4 **Regulators.** Nothing in this clause stops you contacting a regulator, such as the Australian Competition and Consumer Commission, the Office of the Australian Information Commissioner, or your state or territory consumer protection agency.

15. General

15.1 **Whole agreement.** The Agreement is the whole agreement between us about its subject matter and replaces earlier discussions and proposals, subject to your rights under the ACL.

15.2 **Notices.** Notices must be in writing and sent by email to the contact details in the quote (for you) or to info@kamplifyai.com (for us). A notice sent before 5:00 pm on a Business Day is received that day, and otherwise on the next Business Day.

15.3 **Assignment and subcontracting.** You may not transfer your rights under the Agreement without our written consent, which we will not unreasonably withhold. We may use subcontractors, and we remain responsible for their work. We may transfer the Agreement to a successor to our business if we give you notice and the services will continue on the same terms.

15.4 **Events outside our control.** Neither of us is liable for a failure or delay caused by an event beyond its reasonable control, such as a natural disaster, power or telecommunications outage, third-party outage that could not reasonably have been avoided, government action or industrial action. This does not excuse payment for services already supplied. If the event continues for more than 30 days, either of us may end the Agreement by written notice.

15.5 **Relationship.** We are independent contractors. The Agreement does not create a partnership, agency, joint venture or employment relationship.

15.6 **Waiver and severability.** A right is not waived unless the waiver is in writing. If part of the Agreement is unenforceable, that part is removed and the rest continues.

15.7 **Electronic acceptance.** The Agreement may be accepted and signed electronically and in counterparts.

15.8 **Interpretation.** Headings are for convenience. "Including" does not limit what comes before it. A reference to a law includes that law as amended or replaced.

16. Contact us

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Version 1.0. Effective 3 October 2026