CamberWork Terms of Service

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These Terms of Service govern every Workflow, subscription and custom project supplied by CamberWork (ABN 99 766 485 239) to a business customer. By signing an Order Form, paying an invoice or using the Services, you agree to these Terms. These Terms were last updated on 27 October 2026.

1. Agreement and definitions

1.1 **Agreement.** The agreement between us consists of these Terms and each Order Form or Statement of Work. If they conflict, the Order Form or Statement of Work prevails for that engagement only. We will give you these Terms and the relevant Order Form or SOW before you accept them, and our Privacy Policy is available on our website or on request.

1.2 **Business use only.** The Services are supplied to businesses for business purposes. You confirm you are acting for a business and that the person accepting these Terms is authorised to bind it.

1.3 **Definitions.**

- **we, us, our** means CamberWork (ABN 99 766 485 239).
- **you, your, Customer** means the business named in the Order Form.
- **Workflow** means an automation we configure for you, including AI agents, scripts, integrations and scheduled processes.
- **Subscription Workflow** means a standard Workflow we offer on a recurring basis, such as the Stale Quote Follow-Up workflow.
- **Custom Workflow** means a Workflow built to your specific request under a Statement of Work.
- **Setup Fee** means the one-off fee for scoping, configuring, connecting and launching a Workflow.
- **Subscription Fee** means the recurring monthly fee for hosting, running, monitoring and supporting a Workflow.
- **Order Form** means the quote, proposal or order you accept that sets out the Services, fees and start date.
- **Statement of Work** or **SOW** means the document describing a Custom Workflow's scope, deliverables, timeline and price.

- **Customer Data** means data you provide or that we access from your systems, including CRM records, quotes, contact details and messages.
- **Third-Party Platforms** means software not owned by us that a Workflow connects to or relies on, such as your CRM, email, SMS providers and AI model providers.
- **Outputs** means content a Workflow generates, including AI-written messages, summaries and classifications.
- **Business Day** means a day other than a weekend or public holiday in New South Wales.

2. The Services

2.1 **Subscription Workflows.** We configure a Subscription Workflow for your business, connect it to your nominated systems, and then host, run, monitor and maintain it for as long as your subscription is active. For example, the Stale Quote Follow-Up workflow reviews your CRM for quotes issued in the last 9 months that have not progressed, sends follow-up messages, holds initial conversations with people who reply, and hands them over to your staff, according to rules agreed with you (see clause 7).

2.2 **Custom Workflows.** At your request we may design and build a Custom Workflow. Each Custom Workflow is described in its own SOW. Work outside the SOW is a change request, quoted separately, and only proceeds once you approve it in writing (email is fine).

2.3 **What is included.** Unless the Order Form says otherwise, the Subscription Fee covers hosting, standard AI usage within the limits in the Order Form, monitoring, bug fixes, and adjustments needed to keep the Workflow running as originally configured.

2.4 **What is not included.** The Subscription Fee does not cover new features, new integrations, material changes to logic or messaging, reconnecting systems you have changed or replaced, or fees charged by Third-Party Platforms you hold accounts with. We will quote these before doing the work.

2.5 **Usage limits.** The Order Form may set limits on message volume, records processed or AI usage. If you regularly exceed them, we will tell you and may propose a higher plan. We will not charge excess usage fees unless the Order Form provides for them.

2.6 **Improvements.** We may update the underlying technology, hosting or AI models used to run a Workflow, provided the update does not materially reduce the Workflow's functionality.

3. Setup and your responsibilities

3.1 **Setup.** After you sign the Order Form and pay the Setup Fee, we will scope the Workflow with you, connect it to your systems, agree the rules and message templates, test it, and then switch it on. We will give you an estimated go-live date; it depends on you providing what we need on time.

3.2 **Your approval before launch.** Before a Workflow sends messages to your customers, we will show you sample messages, the rules for who gets contacted and when, and the rules for how it replies and when it hands a conversation to your staff. The Workflow goes live once you approve them. You may ask for changes to messaging at any time.

3.3 **What you must provide.** You must:

- give us access to the systems the Workflow needs, through an official integration or API key where the platform offers one, or otherwise a dedicated user account, rather than personal logins;
- ensure you are entitled to give us that access under your agreements with those Third-Party Platforms;
- keep your CRM and other source data reasonably accurate, because the Workflow acts on what it finds there;
- nominate a contact person who can answer questions and approve changes, and staff to receive handovers;
- follow up conversations the Workflow hands over to you promptly;
- tell us promptly if you change, replace or disconnect a system the Workflow relies on; and
- tell us promptly if a customer complains about, or asks to stop receiving, messages sent by a Workflow, if that request did not come through the Workflow itself.

3.4 **Changes to your systems.** A Workflow reads the records it needs and, where the Order Form says so, updates them, for example to log follow-ups sent, record conversations or change a quote's status. Workflows will not delete records in your systems. You should keep regular backups of your systems, as you would for any software with access to them.

3.5 **Delays caused by you.** If setup stalls for more than 30 days because you have not provided access, information or approvals we asked for in writing, either party may cancel the setup by written notice. We will keep the part of the Setup Fee that reflects work already done and refund the rest. Subscription Fees only start on the go-live date.

4. Fees and payment

Fee	When charged	Refundable?
Setup Fee	Invoiced on acceptance of the Order Form; work starts once paid	No, once setup work has started, except as set out in clauses 3.5 and 4.6 or required by law
Subscription Fee	Monthly in advance, starting on the go-live date, with a 3-month minimum term (clause 5.1)	No refunds for part months, except as required by law
Custom Workflow fees	As set out in the SOW (for example, 50% deposit and 50% on delivery)	If the SOW is cancelled, we keep payment for work done and refund the rest
Change requests and extra work	Quoted and approved before work starts	As stated in the quote

4.1 **GST.** All fees are in Australian dollars. If we are registered for GST, fees exclude GST unless stated otherwise, and we will add GST and issue tax invoices.

4.2 **Payment method.** Subscription Fees are charged automatically by direct debit or card through our payment provider, under a payment authority you sign at setup. Other invoices are payable within 7 days.

4.3 **Late payment.** If an amount is more than 14 days overdue, we may give you at least 7 days' written notice and then pause the Workflow until it is paid. While it is paused, we will not delete your configuration or charge further Subscription Fees, but amounts already due remain payable. We may charge reasonable costs of recovering overdue amounts.

4.4 **Third-party costs.** Fees for Third-Party Platforms in your name (such as your CRM, SMS credits or email service) are your responsibility unless the Order Form says we include them.

4.5 **Price changes.** We may change the Subscription Fee by giving you at least 30 days' written notice. If you do not accept the change, you may cancel before it takes effect without any early termination charge. Subscription Fees will not increase during the minimum term.

4.6 **If we cannot deliver.** If we cannot get a Workflow working for reasons within our control and you have met your obligations under clause 3, you may cancel and we will refund the Setup Fee less the reasonable value of work you can still use.

5. Term, cancellation and termination

5.1 **Term.** Each subscription starts on the go-live date (the day the Workflow is first switched on for your business) and has a minimum term of 3 months, unless the Order Form or SOW sets a shorter term. After the minimum term, it continues month to month until cancelled; it never renews into a new fixed term.

5.2 **Cancelling.** Either party may cancel a subscription for any reason by giving 30 days' written notice to the other party's email address in the Order Form. Cancellation under this clause cannot take effect before the minimum term ends, except under clauses 4.5, 5.3, 5.4 or 10.2.

5.3 **Leaving during the minimum term.** You may end a subscription during the minimum term by giving written notice and paying the Subscription Fees for the rest of the minimum term, which reflects the onboarding, tuning and support work we do in a Workflow's first months. No other early exit fee applies. We may only end a subscription during the minimum term if we stop offering that Workflow to all customers. In that case we will give you at least 60 days' notice and refund any prepaid Subscription Fees for the period after it ends, and a pro-rata share of the Setup Fee for the part of the minimum term remaining.

5.4 **Termination for breach.** Either party may terminate immediately by written notice if the other party:

- materially breaches these Terms and does not fix the breach within 14 days of being asked to; or
- becomes insolvent, enters administration or liquidation, or stops carrying on business, to the extent the law allows termination on that ground.

5.5 **Suspension.** We may pause a Workflow immediately, and will tell you as soon as practicable, if we reasonably believe it is causing harm, breaching the law (including spam or privacy laws), being misused, or putting the security of your systems or ours at risk. We will restore it as soon as the issue is resolved and, if you did not cause the suspension, credit the Subscription Fees for the time it was paused.

5.6 **What happens on ending.** When a subscription ends:

- we will switch off the Workflow and remove our access to your systems;
- you should revoke any API keys or logins you gave us;
- we will send you the list of people who opted out through the Workflow, so you can keep honouring their requests, and on request within 30 days, a copy of your Customer Data we hold and any Workflow logs, in a reasonable standard format;
- for a Custom Workflow you own or hold a continuing licence to under clause 8.4, on request we will give you an export of its configuration so you or another provider can run it; and
- after that period we will delete your Customer Data from our systems, except where the law requires us to keep it.

5.7 **Surviving clauses.** Clauses on fees owed, confidentiality, intellectual property, liability, indemnity and data deletion continue after these Terms end.

6. Your data, privacy and security

6.1 **You own your data.** Customer Data remains yours. You grant us a licence to access, store and process it only to provide and support the Services for you. We may also use aggregated statistics that do not identify you or any individual (such as overall response rates) to improve our Services.

6.2 **How we use it.** We will only access Customer Data the Workflow needs. We will not sell it, use it to market to your customers, or share it with anyone except the service providers needed to run the Workflow (listed in clause 6.4).

6.3 **Privacy.** We handle personal information in Customer Data in line with the *Privacy Act 1988* (Cth) and the Australian Privacy Principles, whether or not we are legally required to, and with our Privacy Policy. You are responsible for having a lawful basis and any notices or consents needed for us to process your customers' personal information for the Workflow.

6.4 **Service providers and AI models.** Workflows run on infrastructure and services including a cloud server we rent, our workflow automation platform (n8n, which we host ourselves on that server), SMS and email delivery providers, and AI model providers such as Anthropic (Claude API). Some providers may process data outside Australia. We only use AI model providers whose commercial terms do not allow them to train their models on the data we send, and we send them only the data a task needs. We will tell you before

adding a provider that materially changes where your data is processed. If you have a privacy policy, it may need to say that personal information can be disclosed overseas for this purpose.

6.5 **Security.** We take reasonable steps to protect Customer Data, including encrypted connections, restricted access, secure storage of credentials and keeping systems updated.

6.6 **Data breaches.** If we become aware of unauthorised access to Customer Data, we will notify you without undue delay, and in any case within 72 hours, and help you meet any obligations you have under the Notifiable Data Breaches scheme.

6.7 **Logs and contact records.** We keep Workflow logs and contact records (for example, which quotes were processed, who was contacted, the messages and conversations, and handovers) for up to 9 months. We use them to stop a Workflow contacting the same person again about the same quote, to troubleshoot, and to show you what the Workflow did, then delete them. Records of people who opted out are kept for as long as you use the Services, so they are not contacted again.

7. Messages, AI conversations and outputs

7.1 **Messages are sent on your behalf.** Messages a Workflow sends to your customers, including AI replies in a conversation, are sent in your business's name and on your behalf. Your business is the organisation that authorises those messages for the purposes of the *Spam Act 2003* (Cth) and similar laws.

7.2 **Who may be contacted.** The Stale Quote Follow-Up workflow only contacts people whose quote was issued in the 9 months before the message is sent, and sends no more than 3 follow-ups per quote unless the Order Form says otherwise. Other messaging Workflows follow the contact rules in their Order Form or SOW. Within those limits, you are responsible for ensuring each person contacted has consented to hear from you, expressly or as reasonably inferred from a current relationship (such as having recently asked you for a quote), and has not opted out.

7.3 **Identification and opt-outs.** Every message a Workflow sends will:

- clearly identify your business and how to contact you;
- include a working way to opt out, such as replying STOP or an unsubscribe link, that keeps working for at least 30 days after the message is sent; and
- stop going to anyone who opts out through the Workflow, with the opt-out actioned as soon as practicable and always within 5 Business Days.

7.4 **AI conversations and handover.** When someone replies, the Workflow may continue the conversation within the rules you approve, for example to answer straightforward questions about the quote, confirm interest, or collect availability and contact details. It hands the conversation to your nominated staff, with a summary, when the person asks to speak to someone, wants to accept, change or negotiate the quote, makes a complaint, or raises anything outside the approved rules, or when the Workflow is unsure how to respond. You are responsible for following up handovers promptly.

7.5 **Limits on what the AI may say.** Unless you agree otherwise in writing, a Workflow will not offer discounts, change prices, agree terms or make promises on your behalf beyond your approved templates and rules. It will not claim to be a person and, if asked, will say it is an automated assistant acting for your business. If the Order Form says so, first messages can be queued for your approval before they are sent.

7.6 **SMS sender IDs.** For SMS to show your business name instead of a number, the sender ID must be registered on the ACMA SMS Sender ID Register, or messages are labelled "Unverified". You are responsible for registering your sender ID, or authorising us or our SMS provider to do so. Branded sender IDs cannot receive replies, so Workflows that hold conversations send from a phone number.

7.7 **AI can make mistakes.** Outputs are generated by AI models and automated rules. They may occasionally be inaccurate, incomplete or poorly suited to a particular customer, and the Workflow relies on the accuracy of the data in your systems. We design Workflows with guardrails, such as approved templates, contact rules, message limits and handover triggers, but we do not guarantee that every Output will be correct.

7.8 **Reviewing performance.** We log conversations and handovers so you can see what the Workflow said. You should review the activity reports we provide and tell us about any Output that is wrong or inappropriate so we can fix the cause.

7.9 **Results not guaranteed.** We aim to help you recover and convert more work, but we do not promise any particular number of responses, bookings, revenue or return on investment.

8. Third-party platforms, intellectual property and confidentiality

8.1 **Third-Party Platforms.** Workflows depend on Third-Party Platforms we do not control, and we connect to them through official APIs or integrations where the platform offers them. If a platform changes its features, API, pricing or terms, has an outage, or blocks

access, the Workflow may stop or need changes. We will tell you and work to restore the Workflow. Rebuilding work caused by a third party's change, beyond minor fixes, will be quoted. We are not responsible for Third-Party Platforms' acts or omissions.

8.2 **Our intellectual property.** We own all rights in our methods, prompts, templates, code, workflow designs, know-how and anything we developed before or independently of your engagement (**Our IP**), including improvements to them. Except as allowed by clauses 8.3 and 8.4, you may not copy, resell, reverse engineer or let others use Our IP.

8.3 **Subscription Workflows.** While your subscription is active and paid, you may use the Subscription Workflow and its Outputs for your own business.

8.4 **Custom Workflows.** Unless the SOW says otherwise, we own the Custom Workflow and, once you have paid for it in full, you have a non-exclusive, perpetual licence to use it for your own business, and to have a contractor run it for you, whether or not we continue to host it. If we host and support it, that is charged as a subscription under the SOW. A SOW may instead transfer to you ownership of the deliverables specific to your business; Our IP stays ours, with a perpetual licence for you to use it as part of those deliverables. Either way, we will not give your business-specific rules, templates or content to anyone else.

8.5 **Your materials and Outputs.** You own your logos, brand, content and Customer Data, and you own the messages and other Outputs produced for your business. You grant us a licence to use your materials to provide the Services.

8.6 **Feedback and case studies.** We may use your feedback to improve our Services. We will only name you or describe your results publicly with your written permission.

8.7 **Confidentiality.** Each party must keep the other's confidential information (including Customer Data, pricing and business processes) confidential, and use it only for this agreement. This does not apply to information that is public through no fault of the recipient, or that must be disclosed by law.

8.8 **Acceptable use.** You must not ask us to build, or use a Workflow for, anything unlawful, misleading or deceptive, harassing, or in breach of a Third-Party Platform's terms, including sending messages to people who have not consented or have opted out.

9. Consumer law, liability and indemnity

9.1 **Australian Consumer Law.** Nothing in these Terms excludes, restricts or modifies any right or remedy, or any guarantee, that you have under the *Competition and Consumer Act 2010* (Cth), including the Australian Consumer Law, where doing so would be unlawful.

9.2 **Our commitments.** We will provide the Services with due care and skill, and fix any defect in a Workflow we built that stops it working as agreed, at no extra cost, where the defect is within our control.

9.3 **Limiting our remedy.** Where the law allows us to limit our liability for breach of a consumer guarantee, our liability is limited, at our option, to supplying the Services again or paying the cost of having them supplied again.

9.4 **Exclusions.** To the extent permitted by law, neither party is liable to the other for indirect or consequential loss, or for loss of profit, revenue, opportunity or goodwill. We are also not liable for:

- loss or corruption of data, except to the extent caused by our breach of these Terms or our negligence;
- loss caused by inaccurate or incomplete data in your systems;
- loss caused by a Third-Party Platform, or by you or your staff changing a system or Workflow without us; or
- your failure to meet your obligations under clauses 3, 6.3, 7.2 and 7.6.

9.5 **Liability cap.** To the extent permitted by law, each party's total liability arising from these Terms in any 12-month period is limited to the fees paid or payable under these Terms in the 12 months before the event giving rise to the claim. For breaches of clause 6 (data, privacy and security) or clause 8.7 (confidentiality), and for the indemnities in clause 9.7, the cap is instead two times that amount. Neither this clause nor clause 9.4 limits your obligation to pay fees.

9.6 **Contribution.** Each party's liability is reduced to the extent the other party caused or contributed to the loss.

9.7 **Indemnities.** You indemnify us against third-party claims, fines and reasonable costs arising from messages sent within your approved rules to people you had no consent to contact, or who opted out other than through the Workflow; your breach of clause 6.3; or your breach of clause 8.8.

We indemnify you against third-party claims, fines and reasonable costs arising from a Workflow not following your approved rules (including contacting someone outside the agreed contact window, or after the Workflow received their opt-out); our breach of clause 6; or a claim that a Workflow we supplied infringes someone's intellectual property, except where the claim arises from materials you provided.

Each indemnity is reduced to the extent the indemnified party caused or contributed to the claim.

9.8 **Disclaimer.** Except as set out in these Terms or required by law, we give no warranty that the Services will be uninterrupted or error-free.

10. General

10.1 **Support.** Support is available by email (seamus@camberwork.com) or phone (0466 032 268) on Business Days, 9am to 5pm Sydney time. We aim to respond to issues that stop a Workflow running within 1 Business Day, and other requests within 2 Business Days.

10.2 **Changes to these Terms.** We may update these Terms by giving you at least 30 days' written notice. If a change materially disadvantages you, you may cancel before it takes effect without any early termination charge. Changes do not apply to a minimum term already agreed unless you accept them.

10.3 **Notices.** Notices must be in writing and may be sent by email to the addresses in the Order Form. An email is received when sent, unless the sender gets a bounce-back.

10.4 **Disputes.** If a dispute arises, either party may give the other written notice, and senior representatives will meet (in person or online) within 10 Business Days to try to resolve it. If not resolved within 20 Business Days, either party may refer it to mediation or start proceedings. This does not stop either party seeking urgent court relief.

10.5 **Events beyond control.** Neither party is liable for delay or failure caused by events beyond its reasonable control, such as outages of internet, hosting or Third-Party Platforms, natural disasters or government action. This does not excuse payment of fees for Services delivered.

10.6 **Subcontractors.** We may use subcontractors, and we remain responsible for their work.

10.7 **Assignment.** Neither party may assign this agreement without the other's consent, which must not be unreasonably withheld, except that either party may assign it to a buyer of all or most of its business by giving the other party notice.

10.8 **Relationship.** We are independent contractors. Nothing in these Terms creates a partnership, employment or agency relationship.

10.9 **Severability and waiver.** If a clause is unenforceable, it is read down or severed, and the rest continues. A failure to enforce a clause is not a waiver of it.

10.10 **Entire agreement.** These Terms and the Order Forms and SOWs are the whole agreement about their subject matter.

10.11 **Governing law.** These Terms are governed by the laws of New South Wales, Australia, and each party submits to the courts of that state.

Contact: CamberWork · ABN 99 766 485 239 · seamus@camberwork.com · 0466 032 268