

Terms and Conditions of Service

In these Terms, when we say **you** or **your**, we mean both you and any entity you are authorised to represent (such as your employer). When we say **we**, **us**, or **our**, we mean Liminos Pty Ltd (ACN 685 154 947). We and you are each a **Party** to these Terms, and together, the **Parties**.

These Terms form our contract with you, and sets out our obligations as a service provider and your obligations as a customer. You cannot use our Services unless you agree to these Terms.

Some capitalised words in these Terms have defined meanings, and each time that word is used in these Terms it has the same meaning. You can find a list of the defined words and their meaning at the end of these Terms.

For questions about these Terms, or to get in touch with us, please email: speaktous@liminos.com.

These Terms were last updated on 3 July 2026.

OUR DISCLOSURES

Please read these Terms carefully before you accept. We draw your attention to:

- our privacy policy (on our website) which sets out how we will handle your personal information; and
- clause 12 (Liability) which sets out exclusions and limitations to our liability under these Terms.

These Terms do not intend to limit your rights and remedies at Law, including any of your Consumer Law Rights.

1. Engagement and Term

- 1.1 These Terms apply from the Commencement Date until termination in accordance with its Terms (**Term**).
- 1.2 Each Statement of Work will set out the term applicable to that engagement under the relevant Statement of Work. The completion, expiry or termination of a Statement of Work will not of itself terminate these Terms.

2. Services

- 2.1 In consideration of your payment of the Price, we will provide the Services in accordance with these Terms, whether ourselves or through our Personnel.
- 2.2 If these Terms or a Statement of Work express a time within which the Services are to be supplied, we will use reasonable endeavours to provide the Services by such time, but you agree that such time is an estimate only.
- 2.3 You acknowledge and agree that any information, advice, material or work provided by us as part of the Services does not constitute legal, financial, due diligence or risk management advice.
- 2.4 All variations to the Services must be agreed in writing between the Parties and will be priced in accordance with any schedule of rates provided by us, or otherwise as reasonably agreed between the Parties. If we consider that any instructions or directions from you constitute a variation to the scope of the Services or our obligations under these Terms, then we will not be obliged to comply with such instructions or directions unless agreed in accordance with this clause.

3. Acceptance of Deliverables

- 3.1 This clause 3 applies where there are Deliverables set out under a Statement of Work.
- 3.2 Once we are satisfied that the Deliverables are ready for your review, we will provide you with access to the Deliverables as set out under the Statement of Work
- 3.3 Within 5 Business Days of us granting you such access, you agree to:
 - (a) notify us of your acceptance of the Deliverables; or
 - (b) notify us of your rejection of the Deliverables, which cannot be unreasonably given, and provide us with the reasons for your rejection.
- 3.4 If you do not notify us of your acceptance or rejection of the Deliverables within 5 Business Days of us granting you access to the Deliverables, you agree you will be deemed to have accepted those Deliverables.
- 3.5 Where you notify us of your rejection in accordance with clause 3.3(b), we will amend the Deliverables and resubmit them to you within a reasonable timeframe. We will make the number of revisions stated in the Statement of Work (or, if none is stated, one revision) in response to feedback provided.
- 3.6 If you use the Deliverables for any non-testing purpose prior to acceptance, such Deliverables will be deemed to be accepted upon such use.

3.7 Nothing in this clause limits your Consumer Law Rights.

4. Key Personnel

4.1 We agree to provide the Services primarily through the Key Personnel, unless otherwise agreed in writing by the Parties.

4.2 We agree to not substitute the Key Personnel for any other person without your prior written approval (which will not be unreasonably withheld or delayed). Upon your written approval, the substituted person will become the Key Personnel for the purposes of this Agreement.

5. Your Obligations

5.1 You agree to (and to the extent applicable, ensure that your Personnel agree to):

- (a) comply with these Terms, all applicable Laws, and our reasonable requests;
- (b) provide us with all documentation, information, instructions, cooperation and access reasonably necessary to enable us to provide the Services; and
- (c) not (or not attempt to) disclose, or provide access to, the Services to third parties without our prior written consent.

5.2 You agree to pay our additional costs reasonably incurred as a result of you failing to comply with this clause 5.

6. Statement of Work

6.1 During the Term, you may request us to supply the Services by notifying us in writing or by any other process we specify (**Statement of Work Request**).

6.2 If we accept the Statement of Work Request, we will provide you with a formal Statement of Work, and once the Statement of Work is agreed by both Parties in writing it will be binding in accordance with these Terms and the Statement of Work.

6.3 Each Statement of Work is subject to, and will be governed by, these Terms and any other conditions expressly set out in the Statement of Work. To the extent of any ambiguity or discrepancy between a Statement of Work and these Terms, the terms of the Statement of Work will prevail.

7. Price and Payment

7.1 In consideration for us providing the Services, you agree to pay all amounts due under these Terms in accordance with the Payment Terms.

7.2 If any payment has not been made in accordance with the Payment Terms, we may (at our absolute discretion, and without prejudice to any of our rights or remedies under these Terms or at Law):

- (a) after a period of 5 Business Days from the relevant due date, cease providing the Services, and recover, as a debt due and immediately payable from you, our reasonable additional costs of doing so (including all recovery costs); and/or
- (b) charge interest at a rate equal to the Reserve Bank of Australia's cash rate, from time to time, plus 2% per annum, calculated daily and compounding monthly, on any such amounts unpaid after the relevant due date in accordance with the Payment Terms.

7.3 When applicable, GST payable will be clearly shown on our invoices. You agree to pay us an amount equivalent to the GST imposed on these charges. "GST" has the meaning given in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

8. Warranties and Representations

8.1 Each Party represents and warrants that:

- (a) it has full legal capacity, right, authority and power to enter into these Terms, to perform its obligations under these Terms, and to carry on its business; and
- (b) these Terms constitute a legal, valid and binding agreement, enforceable in accordance with its terms.

8.2 You represent and warrant that:

- (a) all information and documentation that you provide to us in connection with these Terms is true, correct and complete;
- (b) no insolvency events (including but not limited to bankruptcy, receivership, voluntary administration, liquidation or creditors' schemes of arrangement) affecting you or your property are occurring or are likely to occur; and
- (c) if you enter into these Terms as a trustee of a trust, then:
 - (1) you are the sole trustee of the relevant trust and have been validly appointed;
 - (2) you have full and valid power, authority, consents and approvals under the relevant trust to execute these Terms and carry out the transactions contemplated by these Terms; and
 - (3) you have the right to be indemnified out of the assets of the relevant trust for all liabilities incurred by you under these Terms.

9. Intellectual Property

9.1 As between the Parties:

- (a) we own all Intellectual Property Rights in Our Materials;
- (b) you own all Intellectual Property Rights in Your Materials; and
- (c) nothing in these Terms constitutes a transfer or assignment of any Intellectual Property Rights in Our Materials or Your Materials.

9.2 As between the Parties, ownership of all Intellectual Property Rights in any New Materials will at all times vest, or remain vested, in us upon creation. To the extent that ownership of such Intellectual Property Rights in any New Materials does not automatically vest in us, you hereby assign all such Intellectual Property Rights to us and agree to do all other things necessary to assure our title in such rights.

9.3 We grant you a non-exclusive, revocable, royalty-free, worldwide, non-sublicensable and non-transferable right and licence, to use Our Materials that we provide to you and the New Materials, solely for your use and enjoyment of the Services, as contemplated by these Terms.

9.4 You grant us a non-exclusive, irrevocable, royalty-free, worldwide, non-sublicensable (other than to our related bodies corporate, as that term is defined in the *Corporations Act 2001* (Cth)) and non-transferable right and licence to use Your Materials that you provide to us solely for the purpose of performing of our obligations or exercising our rights under these Terms.

9.5 If you (if you are an individual) or any of your Personnel have any Moral Rights in any material provided, used or prepared in connection with these Terms, you agree to (and will procure that your Personnel) consent to our use or infringement of those Moral Rights.

9.6 This clause 9 will survive termination or expiry of these Terms.

10. Confidential Information

10.1 Each Receiving Party agrees:

- (a) not to disclose the Confidential Information of the Disclosing Party to any third party (subject to subclause 10.1(c));
- (b) to protect the Confidential Information of the Disclosing Party from any loss, damage or unauthorised disclosure;
- (c) to only disclose the Confidential Information to those of its Personnel who need to know the Confidential Information in connection with these Terms, or its third party service providers for the purposes of assisting it to perform its obligations under this Agreement, provided those third parties keep the Confidential Information confidential in accordance with this clause 10; and
- (d) to only use the Confidential Information of the Disclosing Party for the purpose of performing obligations, or exercising rights or remedies, under these Terms.

10.2 The obligations in clause 10.1 do not apply to Confidential Information that:

- (a) is required to be disclosed for the Parties to comply with their obligations under these Terms;
- (b) is authorised in writing to be disclosed by the Disclosing Party;
- (c) is in the public domain or is no longer confidential, except as a result of a breach of these Terms or other duty of confidence; or
- (d) must be disclosed by Law or by a regulatory authority, including under subpoena, provided that (to the extent permitted by Law) the Receiving Party has given the Disclosing Party notice prior to disclosure.

10.3 Each Party agrees that monetary damages may not be an adequate remedy for a breach of this clause 10. A Party is entitled to seek an injunction, or any other remedy available at Law or in equity, at its discretion, to protect itself from a breach (or continuing breach) of this clause 10.

10.4 This clause 10 will survive the termination or expiry of these Terms.

11. Australian Consumer Law

11.1 Certain legislation, including the Australian Consumer Law, and similar consumer protection laws and regulations, may confer you with rights, warranties, guarantees and remedies relating to the supply of the Services by us to you which cannot be excluded, restricted or modified (**Consumer Law Rights**). To the extent that you maintain Consumer Law Rights at Law, nothing in these Terms excludes those Consumer Law Rights.

11.2 Subject to your Consumer Law Rights, we provide all material, work and services (including the Services) to you without conditions or warranties of any kind, implied or otherwise, whether in statute, at Law or on any other basis, except where expressly set out in these Terms.

11.3 This clause 11 will survive the termination or expiry of these Terms.

12. Liability

12.1 Despite anything to the contrary but subject to your Consumer Law Rights, to the maximum extent permitted by Law:

- (a) neither Party will be liable for Consequential Loss;
- (b) a Party's liability for any Liability under these Terms will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the acts or omissions of the other Party (or any of its Personnel), including any failure by that other Party to mitigate its loss; and
- (c) (where our Services are not ordinarily acquired for personal, domestic or household use or consumption) in respect of any failure by us to comply with relevant Consumer Law Rights, our Liability is limited (at our discretion) to supplying the Services again or paying the cost of having the Services supplied again; and
- (d) our aggregate liability for any Liability arising from or in connection with these Terms will be limited to the Price paid by you to us in respect of the supply of the relevant Services to which the Liability relates.

12.2 This clause 12 will survive the termination or expiry of these Terms.

13. Termination

13.1 Either Party may terminate these Terms at any time by giving 30 days' notice in writing to the other Party.

13.2 These Terms will terminate immediately upon written notice by a Party (**Non-Defaulting Party**) if:

- (a) the other Party (**Defaulting Party**) breaches a material term of these Terms and that breach has not been remedied within 10 Business Days of the Defaulting Party being notified of the breach by the Non-Defaulting Party; or
- (b) the Defaulting Party goes bankrupt, insolvent or is otherwise unable to pay its debts as they fall due.

13.3 Upon expiry or termination of these Terms:

- (c) without limiting and subject to your Consumer Law Rights, any payments made by you to us for Services already performed are not refundable to you;
- (d) you are to pay for all Services provided prior to termination, including Services which have been provided and have not yet been invoiced to you, and all other amounts due and payable under these Terms;
- (e) by us pursuant to clause 13.2, you also agree to pay us our additional costs, reasonably incurred, and which arise directly from such termination (including recovery fees); and
- (f) we may retain your documents and information (including copies) to the extent required by Law or pursuant to any information technology back-up procedure, provided that we handle your information in accordance with clause 10.

13.4 Unless otherwise agreed between the Parties, if these Terms are terminated:

- (a) by us, then any current Statement of Work will also terminate on the date of termination and we will immediately cease providing the Services; or
- (b) by you, then any outstanding Statement of Work will continue in accordance with the terms of the Statement of Work (and these Terms) until such time as the Statement of Work is complete or the Statement of Work is otherwise terminated in accordance with its terms.

13.5 Termination of these Terms will not affect any rights or liabilities that a Party has accrued under it.

13.6 This clause 13 will survive the termination or expiry of these Terms.

14. General

14.1 **Amendment:** Notwithstanding clause 2.4, you agree that we may vary these Terms at any time, by providing 30 days' written notice to you (**Variation Notice Period**). If you do not agree to any variation to these Terms, you may, before the end of the Variation Notice Period, terminate these Terms by giving us 30 days' notice in writing, in which case, the proposed variation will not come into effect and clause 13.3 will apply.

14.2 **Assignment:** Subject to clauses 14.3 and 14.10, a Party must not assign, novate or deal with the whole or any part of its rights or obligations under these Terms without the prior written consent of the other Party (such consent is not to be unreasonably withheld).

14.3 **Assignment of Debt:** You agree that we may assign or transfer any debt owed by you to us, arising under or in connection with these Terms, to a debt collector, debt collection agency, or other third party.

14.4 **Disputes:** A Party may not commence court proceedings relating to any dispute, controversy or claim arising from, or in connection with, these Terms (including any question regarding its existence, validity or termination) (**Dispute**) without first complying with this clause 14.4. A Party claiming that a Dispute has arisen must give written notice to the other Party specifying the nature of the Dispute (**Dispute Notice**). The Parties must meet (whether in person, by telephone or video conference) within 10 Business Days of service of the Dispute Notice to seek (in good faith) to resolve the Dispute.

If the Parties do not resolve the Dispute within 20 Business Days of the date the Dispute Notice was served (or such further period as agreed in writing by the Parties), either Party may:

- (a) where you are resident or incorporated in Australia, refer the matter to mediation, administered by the Australian Disputes Centre, to be conducted in Sydney, New South Wales, in accordance with the Australian Disputes Centre Guidelines for Commercial Mediation.
- (b) where you are not resident or incorporated in Australia, refer the matter to arbitration administered by the Australian Centre for International Commercial Arbitration, with such arbitration to be conducted in Sydney, New South Wales, before one arbitrator, in English and in accordance with the ACICA Arbitration Rules.

Nothing in this clause will operate to prevent a Party from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.

14.5 Force Majeure: Neither Party will be liable for any delay or failure to perform their respective obligations under these Terms if such delay or failure is caused or contributed to by a Force Majeure Event, provided that the Party seeking to rely on the benefit of this clause:

- (a) as soon as reasonably practical, notifies the other Party in writing details of the Force Majeure Event, and the extent to which it is unable to perform its obligations; and
- (b) uses reasonable endeavours to minimise the duration and adverse consequences of the Force Majeure Event.

Where the Force Majeure Event prevents a Party from performing a material obligation under these Terms for a period in excess of 60 days, then the other Party may by notice terminate these Terms, which will be effective immediately, unless otherwise stated in the notice. This clause will not apply to a Party's obligation to pay any amount that is due and payable to the other Party under these Terms.

14.6 Governing Law: These Terms are governed by the laws of New South Wales. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in New South Wales and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.

14.7 Notices: Any notice given under these Terms must be in writing addressed to the addresses set out in these Terms, or the relevant address last notified by the recipient to the Parties in accordance with this clause. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.

14.8 Publicity: Despite clause 10, you agree that we may advertise or publicise the broad nature of our supply of the Services to you (including your name and any case studies), including on our website, at conferences or in our promotional material.

14.9 Relationship of Parties: These Terms are not intended to create a partnership, joint venture, employment or agency relationship between the Parties.

14.10 Subcontracting: We may subcontract the provision of any part of the Services without your prior written consent. We agree that any subcontracting does not discharge us from any liability under these Terms and that we are liable for the acts and omissions of our subcontractor.

15. Definitions

In these Terms, unless the context otherwise requires, capitalised terms have the meanings given to them in a Statement of Work, and:

Australian Consumer Law means the Australian consumer laws set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth), as amended, from time to time.

Business Day means a day on which banks are open for general banking business in Sydney, New South Wales, excluding Saturdays, Sundays and public holidays.

Commencement Date means the date that is the earlier of:

- (a) the date that the first Statement of Work is executed by both Parties;
- (b) the date that you ask us to begin supplying the Services; or
- (c) the date that you make part or full payment of the Price.

Confidential Information means information which:

- (a) is disclosed to the Receiving Party in connection with these Terms at any time;
- (b) relates to the Disclosing Party's business, assets or affairs; or
- (c) relates to the subject matter of, the terms of and/or any transactions contemplated by these Terms,

whether or not such information or documentation is reduced to a tangible form or marked in writing as "confidential", and howsoever the Receiving Party receives that information.

Consequential Loss includes any consequential loss, special or indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise. However, your obligation to pay us the Price and any other amounts payable under these Terms will not constitute "Consequential Loss".

Consumer Law Rights has the meaning given in clause 11.1.

Deliverables means any materials, goods, items or other deliverables forming part of the Services, as particularised in any Statement of Work.

Disclosing Party means the Party disclosing Confidential Information to the Receiving Party.

Force Majeure Event means any event or circumstance which is beyond a Party's reasonable control including but not limited to, acts of God including fire, hurricane, typhoon, earthquake, landslide, tsunami, mudslide or other catastrophic natural disaster, civil riot, civil rebellion, revolution, terrorism, insurrection, militarily usurped power, act of sabotage, act of a public enemy, war (whether declared or not) or other like hostilities, ionising radiation, contamination by radioactivity, nuclear, chemical or biological contamination, any widespread illness, quarantine or government sanctioned ordinance or shutdown, pandemic (including COVID-19 and any variations or mutations to this disease or illness) or epidemic.

Intellectual Property Rights or Intellectual Property means any and all existing and future rights throughout the world conferred by statute, common law, equity or any corresponding law in relation to any copyright, designs, patents or trade marks, domain names, know-how, inventions, processes, trade secrets or confidential information, circuit layouts, software, computer programs, databases or source codes, including any application, or right to apply, for registration of, and any improvements, enhancements or modifications of, the foregoing, whether or not registered or registrable.

Key Personnel means the key personnel as set out in a Statement of Work, if any, as adjusted in accordance with these Terms.

Law means all applicable laws, regulations, codes, guidelines, policies, protocols, consents, approvals, permits and licences, and any requirements or directions given by any government or similar authority with the power to bind or impose obligations on the relevant Party in connection with these Terms or the supply of the Services.

Liability means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a Party to these Terms or otherwise.

Moral Rights has the meaning given in the *Copyright Act 1968* (Cth) and includes any similar rights in any jurisdiction in the world.

New Materials means all Intellectual Property developed, adapted, modified or created by or on behalf of us or you or any of your or our respective Personnel in connection with these Terms or the supply of the Services (including the Deliverables), whether before or after the date of these Terms and any improvements, modifications or enhancements of such Intellectual Property, but excludes Our Materials and Your Materials.

Our Materials means all Intellectual Property which is owned by or licensed to us and any improvements, modifications or enhancements of such Intellectual Property, but excludes New Materials and Your Materials.

Payment Terms means the timings for payment of the Price and any other amounts payable under these Terms, as set out in any Statement of Work.

Personnel means, in respect of a Party, any of its employees, consultants, suppliers, subcontractors or agents, but in respect of you, does not include us.

Price means the price set out in any Statement of Work, as adjusted in accordance with these Terms.

Receiving Party means the Party receiving Confidential Information from or on behalf of the Disclosing Party.

Services means the services set out in any Statement of Work, as adjusted in accordance with these Terms.

Statement of Work means a statement of work setting out the supply of Services, placed in accordance with clause 4.

Terms means these terms and conditions and any agreed Statement of Work issued under it and any documents attached to, or referred to in, each of them.

Your Materials means all Intellectual Property owned or licensed by you or your Personnel before the Commencement Date (which is not connected to these Terms) and/or developed by or on behalf of you or your Personnel independently of these Terms and any improvements, modifications or enhancements of such Intellectual Property, but excludes Our Materials and New Materials.