AiDial Terms & Conditions

On acceptance of these Conditions, the Privacy Policy and AiDial Specific Contract Terms, the Agreement between the Customer and DIGITALON Pty Ltd ABN 64 630 163 469 trading as AiDial (AiDial) will be finalised, and the following Conditions shall apply to the relationship between the Customer and AiDial:

1 Agreement

1.1 This Agreement is made between AiDial and the Customer on the following Conditions.

1.2 The Customer warrants that it has obtained its own independent professional and technical advice, or has decided not to do so, prior to entering into these Conditions and that it shall use the Services under these Conditions freely and voluntarily without duress or pressure to do so from AiDial.

2 Definitions and Interpretation

2.1 In these Conditions:

a. **Agreement** means this agreement between AiDial and the Customer relating to the provision of the AI Call Agent Services under these Conditions.

b. **AI Call Agent** means the artificial intelligence-powered phone agent system developed, trained, and deployed by AiDial for the Customer.

c. **Business Day** means a day, not being a Saturday, Sunday or public holiday, on which banks are open for commercial business in the State of Queensland.

d. **Call Data** means recordings, transcripts, analytics, and related data generated from interactions with the AI Call Agent.

e. **Client Portal** means AiDial's online platform where Customers can access usage analytics, call transcripts, and performance metrics.

f. **Commencement Date** means the first day following the receipt of the successful first payment received by AiDial from the Customer, or any other such day agreed between the Customer and AiDial.

g. **Confidential Information** means all information, forms, specifications, processes, statements, trade secrets, drawings, data and Intellectual Property concerning a party to the Agreement, including business records, proprietary information, customer data, and training materials.

h. **Customer** means the customer of AiDial, and if more than one entity is specified, means each Customer in their joint and several capacities.

i. **Deployment** means the activation of the AI Call Agent on a phone number rented by AiDial for live customer interactions.

j. **Feedback** means written comments, suggestions, or modification requests provided by the Customer regarding AI Call Agent performance.

k. **Force Majeure** means an act outside the control of a party including a pandemic declared by the World Health Organisation, fire, lightning, explosions, flood or other natural disaster, subsidence, act of terrorism, insurrection, civil disorder or military operations, power or gas shortage, government or quasi-government restraint, and any other cause beyond reasonable control.

l. **Intellectual Property** means all intellectual property of AiDial, including copyrights, patent rights, trademark rights, design rights, know-how, trade secrets, AI models, training algorithms, and any other forms of intellectual property.

m. **Training Data** means the information, procedures, scripts, FAQs, and materials provided by the Customer to develop and train the AI Call Agent, with specific requirements detailed in individual contracts.

n. **Per-Minute Charges** means the usage-based fees charged for each minute the AI Call Agent is actively engaged in customer calls.

o. **Privacy Policy** means AiDial's Privacy Policy published on the AiDial website from time to time.

p. **Revision** means a set of changes requested in one written round by the Customer during the Revision Period.

q. **Revision Period** means the testing and feedback phase, where the Customer can request up to three rounds of modifications to the AI Call Agent.

r. **Services** means the AI Call Agent development, training, deployment, and ongoing support services provided by AiDial.

s. **Service Fees** means the fees described in any itemised quotation relating to the Services.

t. **Test Environment** means the designated phone number and system configuration used for Customer testing prior to Deployment.

u. **Term** means the period during which the Customer is bound by this Agreement, commencing on the Commencement Date.

2.2 In these Conditions, except where the context otherwise requires:

a. the singular includes the plural and vice versa;

b. a gender includes other genders;

c. references to any legislation include any legislation which amends or replaces that legislation;

d. amounts of money are expressed in Australian dollars unless otherwise expressly stated;

e. a reference to 'writing' or 'in writing' includes electronically via email or digital communication;

f. a reference to a party includes the party's executors, administrators, successors and permitted assigns.

3 Agreement Formation

3.1 The Customer agrees upon and accepts these Conditions by signing any quotation, schedule, or scope document, or by making the first payment for Services.

3.2 These Conditions prevail over any other agreements or terms and conditions to the extent of any inconsistency.

3.3 This Agreement extends to any itemised quotation, scope document, and other documentation provided by AiDial defining the Services and Service Fees.

3.4 Services are provided on a month-to-month rolling basis with no minimum subscription period.

4 AI Call Agent Services

4.1 AiDial will provide the Services in accordance with these Conditions and any specific terms expressed in quotation or scope documents.

4.2 The Services follow this process:

> a. Contract acceptance and initial payment
>
> b. Customer provision of Training Data
>
> c. AI Call Agent development and training
>
> d. Deployment to Test Environment
>
> e. Customer testing and written Feedback provision
>
> f. Up to three revisions based on Customer Feedback
>
> g. Deployment to a new phone number rented by AiDial
>
> h. Customer integration (either using the new number directly or forwarding their existing number)
>
> i. Ongoing support and usage-based billing

4.3 **Training Data Requirements:**

> a. The Customer must provide Training Data as specified in the individual contract within 14 days of contract acceptance
>
> b. Training Data requirements, including the number of pages and content type, are detailed in individual contracts
>
> c. Incomplete or inaccurate Training Data may result in delays or additional charges

4.4 **Testing and Revision Process:**

> a. AiDial will deploy the AI Call Agent to a Test Environment
>
> b. The Customer must thoroughly test the AI Call Agent and provide written Feedback within 7 days
>
> c. The Customer is entitled to up to three revision rounds during the Revision Period
>
> d. Each revision request must be provided in writing with specific details. A revision is a set of changes requested in one written round
>
> e. The Customer acknowledges that thorough testing is essential and takes responsibility for the comprehensive evaluation

4.5 **Post-Deployment Support:**

a. Issues discovered after final Deployment may incur additional fees

b. Training Data updates will be performed as specified in the contract

c. The Customer can access Call Data through the Client Portal

4.6 **Phone Number Deployment:**

a. AiDial will rent a new phone number for the AI Call Agent system

b. The Customer may either use the new number directly or forward their existing number to the new number

c. Phone number rental and setup costs are included in the Service Fees

4.7 **AI Model Selection:**

a. AiDial will select the most appropriate AI model based on project requirements

b. If the Customer requests a specific AI model, AiDial may accommodate this request where technically feasible

c. AI model selection may affect pricing and capabilities as outlined in individual contracts

5 Data and Training Materials

5.1 The Customer is solely responsible for the accuracy, quality, integrity, legality, and appropriateness of all Training Data provided to AiDial.

5.2 The Customer authorises AiDial to access, process, and utilise Training Data for the development and operation of the AI Call Agent.

5.3 **Call Data Ownership and Storage:**

a. Call recordings and transcripts are stored securely by AiDial

b. Storage duration and access rights are specified in the individual contract

c. Customers can access their Call Data through the Client Portal

d. AiDial retains the right to use anonymised Call Data for service improvement

5.4 The Customer provides AiDial with a licence to use the provided Training Data for the development, training, and operation of the AI Call Agent.

5.5 The Customer is solely responsible for informing their callers that they are interacting with an AI agent, where required by law.

6 Intellectual Property

6.1 AiDial owns all intellectual property in the AI technology, algorithms, and systems used to provide the Services.

6.2 The Customer retains ownership of their original Training Data and business information.

6.3 The AI Call Agent and its trained responses are the intellectual property of AiDial, though customised for the Customer's use.

6.4 **Service Portability:** The Customer acknowledges and agrees that:

   a. The AI Call Agent is AiDial's proprietary solution built on AiDial's infrastructure

   b. The Service cannot be transferred, migrated, or hosted by third-party providers

   c. Upon termination, the Customer cannot obtain a copy of the AI Call Agent or its trained models

   d. The Service is exclusively available through AiDial's platform and systems

6.5 The Customer shall not attempt to reverse engineer, copy, or extract the AI technology or algorithms.

7 Service Performance and Limitations

7.1 **Service Availability:**

   a. AiDial will use reasonable efforts to maintain AI Call Agent availability

   b. AiDial guarantees 99.9% uptime from a hosting infrastructure perspective

   c. Service may be temporarily unavailable due to maintenance, updates, technical issues, or circumstances beyond AiDial's control

7.2 **AI Performance Disclaimers:**

   a. AiDial cannot guarantee AI response times, call quality, or conversation outcomes

b. AI responses may vary and cannot be guaranteed to meet specific performance criteria

c. The Customer acknowledges that AI technology has inherent limitations and may occasionally produce unexpected responses

d. AiDial tests and optimises systems to the best of its knowledge, but cannot warrant specific AI behaviour outcomes

e. Service performance guarantees, support response times, or SLAs may be negotiated and outlined in individual contracts where specifically required

7.3 **Call Duration and Usage:**

a. Call duration limits will be specified in individual contracts (typically 5 minutes)

b. AiDial reserves the right to suspend services for misuse or usage beyond contracted parameters

c. The Customer acknowledges that AiDial cannot control caller behaviour or conversation topics

7.4 **Third-Party Integrations:**

a. The Customer is responsible for configuring and maintaining all third-party system integrations

b. AiDial connects to third-party systems (such as CRMs) via their APIs to enable AI Call Agent functionality as specified in the contract

c. Changes to third-party APIs may require system updates at additional cost to the Customer

d. AiDial may not receive advance notice of third-party API changes, as AiDial is not a client of those providers

e. The Customer acknowledges that third-party service interruptions may affect AI Call Agent functionality

7.5 **System Monitoring and Backup:**

a. AiDial maintains 24/7 system monitoring

b. Regular backups are performed to ensure data protection and system recovery capability

8 Service Fees and Billing

8.1 **Setup and Development Fees:** Payable upon contract acceptance (payment constitutes acceptance of these terms and conditions).

8.2 **Per-Minute Charges:**

    a. Charged for each minute the AI Call Agent is actively engaged with callers

    b. Billing calculated monthly based on actual usage

    c. Invoicing processed through the Stripe payment system

8.3 **Payment Terms:**

    a. Setup fees payable upon contract acceptance

    b. Usage charges invoiced monthly in arrears

    c. Payment due within 7 days of invoice date

    d. Valid payment method required on file

    e. If payment is not received within 14 days, AiDial reserves the right to suspend or terminate services

8.4 AiDial may suspend services for non-payment, with charges continuing to accrue during suspension.

8.5 The Customer is not entitled to refunds for services already provided.

9 Service Modification and Updates

9.1 **Training Data Updates:** Updates to training data are performed as specified in individual contract terms.

9.2 **Customer-Requested Changes:** Post-deployment modifications and performance improvements may incur additional fees as quoted separately.

9.3 **Ongoing Maintenance:** Limited to underlying hosting environment maintenance only.

9.4 **Regulatory Compliance Updates:**

    a. AiDial will make reasonable efforts to stay current with applicable regulations and industry standards

    b. AiDial may modify services to ensure ongoing regulatory compliance

c. Industry-specific compliance requirements will be addressed in individual contracts where applicable

d. Additional compliance-related modifications may incur extra charges

10 Termination and Cancellation

10.1 **Customer Termination:**

a. The Customer may terminate services with one month's written notice

b. All outstanding charges must be paid in full upon termination

c. Access to Call Data will cease upon termination unless otherwise agreed

10.2 **AiDial Termination:** AiDial may terminate for breach of contract, non-payment, or other material default.

10.3 Upon termination, the AI Call Agent will be deactivated, and the Customer's access to services will cease.

11 Limitation of Liability

11.1 To the extent permitted by law, AiDial excludes liability for indirect, consequential, or punitive damages.

11.2 AiDial's total liability shall not exceed the total Service Fees paid by the Customer in the 12 months preceding the claim.

11.3 The Customer acknowledges that AI responses may occasionally be inaccurate and agrees to implement appropriate human oversight where required.

11.4 AiDial is not liable for business decisions made based on AI-generated interactions or data.

12 Confidentiality

12.1 Both parties undertake to keep confidential all Confidential Information disclosed under this Agreement.

12.2 This obligation continues beyond termination of the Agreement.

12.3 Exceptions: Confidential Information does not include information that

   a. is already public other than through a breach of this Agreement;

   b. was lawfully known to the receiving party before disclosure;

   c. is independently developed by the receiving party without use of the other party's Confidential Information; or

   d. must be disclosed by law or regulation.

12.4 Breach of confidentiality entitles the affected party to seek injunctive relief and damages.

13 Privacy, Compliance and Telecommunications

13.1 Both parties will comply with applicable privacy laws and regulations.

13.2 **Telecommunications Compliance:**

   a. Call recording and processing will be conducted in accordance with Australian telecommunications laws

   b. The Customer is responsible for ensuring appropriate consent is obtained from callers where required by law

   c. The Customer acknowledges that AI agent identification requirements may vary by jurisdiction and industry

   d. The Customer takes responsibility for compliance with any AI disclosure requirements applicable to their business

13.3 **Data Breach Notification:**

   a. In the event of a data breach affecting Customer data, AiDial will notify the Customer as soon as reasonably practicable

   b. AiDial will cooperate with the Customer in any required breach notifications to authorities or affected individuals

   c. The Customer remains responsible for their own breach notification obligations under applicable privacy laws

14 Force Majeure

14.1 Neither party shall be liable for delays or failures in performance due to Force Majeure events.

14.2 The affected party must promptly notify the other party and use reasonable efforts to minimise the impact.

15 General Provisions

15.1 This Agreement is governed by Queensland law and subject to Queensland court jurisdiction.

15.2 AiDial may assign this Agreement without Customer consent; the Customer requires AiDial's written consent to assign.

15.3 Notices must be in writing and delivered to the addresses specified in the contract.

15.4 If any provision is invalid, the remainder of the Agreement remains in effect.

15.5 Failure to enforce any provision does not constitute a waiver of that provision.

15.6 Dispute Resolution: In the event of a dispute arising out of or in connection with this Agreement, the parties must first attempt to resolve the matter by good faith negotiations. If unresolved within 30 days, the dispute must be referred to mediation in Queensland before either party may commence legal proceedings (except for urgent injunctive relief).