

AiDial Terms & Conditions

Version 3

Effective 8 September 2026

Version 3 applies to new Customers who accept an Agreement on or after 8 September 2026 and to an existing Customer only if that Customer expressly agrees to Version 3. An existing Customer otherwise remains governed by the version and Specific Contract Terms previously accepted by that Customer.

On acceptance of these Conditions, the Privacy Policy and the 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 apply to the relationship between the Customer and AiDial.

1 Agreement

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

1.2 The Customer warrants that it has obtained its own independent professional and technical advice, or has decided not to do so, before entering into these Conditions and that it uses the Services freely and voluntarily.

2 Definitions and Interpretation

2.1 In these Conditions:

- a. Additional Call Charge means the amount charged for each Call Unit used above the applicable Monthly Call Allowance, as specified in the Specific Contract Terms.
- b. Agreement means the agreement between AiDial and the Customer relating to the Services and comprising these Conditions, the Privacy Policy and the Specific Contract Terms.
- c. AI Call Agent means the artificial intelligence-powered phone agent system developed, configured, trained or deployed by AiDial for the Customer.
- d. Billing Cycle means the monthly period beginning on the Commencement Date and each monthly anniversary of that date. If a later month has no corresponding date, that Billing Cycle begins on the last day of that month.
- e. Business Day means a day, other than a Saturday, Sunday or public holiday, on which banks are open for commercial business in Queensland.
- f. Call Data means recordings, transcripts, analytics and related data generated from interactions with the AI Call Agent.
- g. Call Unit means one connected call of up to 10 minutes of Connected Time and each further started block of up to 10 minutes of Connected Time in the same physical call.
- h. Client Portal means AiDial's online platform through which Customers may access usage analytics, call transcripts and performance metrics made available under their plan.
- i. Commencement Date means the date on which AiDial receives the Customer's first successful payment, or another date expressly agreed in the Specific Contract Terms.
- j. Conditions means these AiDial Terms & Conditions, Version 3.

- k. 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.
- l. Connected Call means an inbound call answered by the AI Call Agent or an outbound call answered by a person, voicemail, answering machine or other automated answering service. A Connected Call includes a wrong-number connection, a very short connection and an immediate hang-up after connection. Ringing without connection, a busy response and a failed attempt that never connects are not Connected Calls.
- m. Connected Time means the time from connection of a Connected Call until the AI Call Agent disconnects from that call. For a successful human transfer, Connected Time ends when the transfer destination answers and the AI Call Agent disconnects. Time during which the caller and transfer destination remain connected after that point is excluded.
- n. Customer means the customer of AiDial and, if more than one entity is specified, each Customer jointly and severally.
- o. Deployment means activation of the AI Call Agent for live customer interactions.
- p. Feedback means written comments, suggestions or modification requests provided by the Customer regarding the AI Call Agent.
- q. Force Majeure means an event outside the reasonable control of a party, including a pandemic, fire, lightning, explosion, flood or other natural disaster, subsidence, terrorism, insurrection, civil disorder, military operation, utility shortage, government restraint and any other cause beyond reasonable control.
- r. Intellectual Property means intellectual property belonging to AiDial, including copyright, patent rights, trade marks, design rights, know-how, trade secrets, AI models, prompts, workflows, training methods and algorithms.
- s. Knowledge Base means the active business information supplied or approved by the Customer for use by the AI Call Agent when answering or acting for the Customer.
- t. Monthly Call Allowance means the number of Call Units included in a subscription plan for a Billing Cycle, as specified in the Specific Contract Terms.
- u. Privacy Policy means AiDial's Privacy Policy published on the AiDial website from time to time.
- v. Revision means one consolidated set of changes requested by the Customer in writing during the Revision Period.
- w. Revision Period means the testing and feedback phase before final Deployment, during which the Customer may request up to two Revisions.
- x. Services means the AI Call Agent development, configuration, training, deployment, hosting, maintenance and support services specified in the Agreement.
- y. Service Fees means the setup, subscription, usage, overage and other fees specified in the Specific Contract Terms.
- z. Specific Contract Terms means an accepted Scope of Work, quotation, schedule or other written terms that expressly specify the Customer's Services, scope, pricing, minimum subscription period or other customer-specific arrangements.
- aa. Test Environment means the designated phone number and system configuration used for Customer testing before final Deployment.
- ab. Training Data means the information, procedures, scripts, FAQs and materials provided or approved by the Customer to develop, configure and operate the AI Call Agent.

2.2 In these Conditions, unless the context requires otherwise:

- a. the singular includes the plural and vice versa;
- b. a gender includes other genders;
- c. a reference to legislation includes legislation that amends or replaces it;
- d. amounts are in Australian dollars unless expressly stated otherwise;
- e. writing includes email and other agreed electronic communication; and
- f. a reference to a party includes that party's executors, administrators, successors and permitted assigns.

3 Agreement Formation and Priority

3.1 The Customer accepts the Agreement by signing or otherwise accepting Specific Contract Terms, or by making the first payment for the Services.

3.2 If there is an inconsistency between the documents forming the Agreement, the Specific Contract Terms prevail over these Conditions to the extent of the inconsistency. These Conditions prevail over general customer purchase terms or other customer documents that AiDial has not expressly accepted in writing.

3.3 The Services and Service Fees are defined by the Specific Contract Terms. Website pricing and descriptions are general information only unless the Specific Contract Terms expressly adopt them.

3.4 Services continue on a monthly rolling basis after any minimum subscription period stated in the Specific Contract Terms.

4 AI Call Agent Services

4.1 AiDial will provide the Services in accordance with these Conditions and the Specific Contract Terms.

4.2 Unless the Specific Contract Terms provide another process, the Services follow these stages:

- a. acceptance of the Agreement and initial payment;
- b. Customer provision of Training Data;
- c. AI Call Agent development and configuration;
- d. deployment to a Test Environment;
- e. Customer testing and written Feedback;
- f. up to two Revisions based on Customer Feedback;
- g. final Deployment to the provisioned phone number; and
- h. ongoing hosting, maintenance, support and usage billing.

4.3 Training Data and Knowledge Base:

a. The Customer must provide the Training Data specified in the Specific Contract Terms within 14 days after acceptance, unless another period is agreed.

b. Unless the Specific Contract Terms state another allowance, the Knowledge Base is limited to 6,000 words of active reference content. This is approximately equivalent to 10 single-sided A4 pages in Arial 10 point, single spacing and standard 2.54 cm margins. The 6,000-word limit controls if the page estimate differs.

c. Scripts, call flows, greetings, compliance notices and routing instructions do not count toward the 6,000-word Knowledge Base allowance.

d. Incomplete, inaccurate, unsuitable or late Training Data may delay delivery or result in additional charges agreed with the Customer.

4.4 Testing and Revisions:

- a. AiDial will make the AI Call Agent available in a Test Environment.
- b. The Customer must test the AI Call Agent and provide consolidated written Feedback within seven days, unless another period is agreed.
- c. The Customer is entitled to up to two Revisions during the Revision Period.
- d. Each Revision must be provided in writing with enough detail for AiDial to implement the requested changes.
- e. Additional revision rounds or material scope changes may be separately quoted.

4.5 Post-Deployment Support:

- a. Issues or changes requested after final Deployment may incur additional fees except to the extent they are covered by the Specific Contract Terms or clause 9.1.
- b. The Customer may access available Call Data through the Client Portal, subject to the applicable plan and access controls.

4.6 Phone Number Provisioning:

- a. Unless the Specific Contract Terms provide for a Customer-supplied or ported number, AiDial will obtain and provision a phone number through its telecommunications provider for use with the AI Call Agent.
- b. The Customer may choose from numbers that are available and eligible at the time of provisioning. AiDial does not guarantee that a particular number, prefix or location will be available.
- c. Number provisioning is subject to provider availability, identity requirements, telecommunications rules and technical compatibility.
- d. Unless expressly agreed otherwise, the number remains registered to or controlled by AiDial or its provider. Choosing or using a number does not transfer ownership to the Customer or guarantee that the number can be ported or retained after termination.
- e. On termination, the Customer's right to use the number ends and the number may be released or reassigned, subject to any separate written porting arrangement and provider requirements.
- f. Number rental and standard setup charges are included only where stated in the Specific Contract Terms.

4.7 AI Model Selection:

- a. AiDial will select the AI model and service providers it considers suitable for the agreed requirements.
- b. AiDial may accommodate a Customer request for a specific model where technically and commercially feasible.
- c. A requested model or provider may affect pricing, data location and capabilities as stated in the Specific Contract Terms.

4.8 AiDial Attribution and Origin Disclosure:

- a. The Customer acknowledges that the AI Call Agent is developed, configured, trained, hosted, operated or maintained by AiDial using AiDial systems and infrastructure.
- b. Unless the Specific Contract Terms state otherwise, AiDial may configure the AI Call Agent to identify AiDial when a caller directly asks who created, built, provides, powers, operates or maintains it.

- c. The AI Call Agent need not proactively provide that attribution in every call unless required by law, the approved call script or the Specific Contract Terms.
- d. The Customer must not cause the AI Call Agent to deny or misrepresent AiDial's role unless AiDial agrees in writing.
- e. This clause does not prevent the AI Call Agent from identifying itself as acting for the Customer in ordinary interactions.

5 Data and Training Materials

- 5.1 The Customer is responsible for the accuracy, quality, integrity, legality and appropriateness of Training Data it provides or approves.
- 5.2 The Customer authorises AiDial to access, process and use Training Data as reasonably required to develop, configure and operate the AI Call Agent.
- 5.3 Call Data ownership, storage duration, permitted use and access rights are governed by the Specific Contract Terms, the Privacy Policy and applicable law.
- 5.4 The Customer grants AiDial a licence to use the Training Data for the development, testing and operation of the Services during the Term.
- 5.5 The Customer is responsible for providing notices and obtaining consents from callers where required by law or the Customer's industry obligations.
- 5.6 AiDial may use de-identified or aggregated service data for security, analytics and service improvement where permitted by the Agreement and applicable law.

6 Intellectual Property

- 6.1 AiDial owns the Intellectual Property in the technology, systems, prompts, workflows, methods and tools used to provide the Services.
- 6.2 The Customer retains ownership of its original Training Data and business information.
- 6.3 The AI Call Agent configuration and trained responses form part of AiDial's proprietary service, although configured for the Customer's use.

6.4 The Customer acknowledges that:

- a. the AI Call Agent operates on AiDial's infrastructure and through AiDial's service arrangements;
- b. the Services and AI Call Agent cannot be transferred, migrated or hosted by another provider unless AiDial expressly agrees in writing;
- c. termination does not entitle the Customer to a copy of AiDial models, prompts, system configuration or proprietary workflows; and
- d. the Customer's access to the AI Call Agent ends when the Services end.

6.5 The Customer must not reverse engineer, copy, scrape or attempt to extract AiDial's technology, prompts, models, workflows or algorithms.

6.6 AiDial may use reasonable technical and configuration measures to ensure accurate attribution when the AI Call Agent is directly asked about its origin, creator, developer, provider or operator.

7 Service Performance, Call Units and Limitations

7.1 Service Availability:

- a. AiDial will use reasonable efforts to maintain the availability of the Services.

b. Any availability target, service credit or binding service level applies only if stated in the Specific Contract Terms or an incorporated service level agreement.

c. The Services may be temporarily unavailable because of maintenance, updates, provider outages, technical issues, security events or circumstances beyond AiDial's reasonable control.

7.2 AI Performance Disclaimers:

a. AiDial does not guarantee response times, call quality, caller behaviour, conversation outcomes or uninterrupted third-party services unless expressly stated in the Specific Contract Terms.

b. AI outputs may vary and may occasionally be incomplete, inaccurate or unexpected.

c. The Customer must apply appropriate human oversight for material, regulated, safety-related or high-impact decisions.

7.3 Call Units and Usage:

a. Each Connected Call consumes at least one Call Unit.

b. Each started block of up to 10 minutes of Connected Time consumes one Call Unit. A call lasting up to and including 10:00 consumes one Call Unit; a call lasting more than 10:00 and up to 20:00 consumes two; and a call lasting more than 20:00 and up to 30:00 consumes three. Any part of the next 10-minute block consumes another Call Unit.

c. A connection to voicemail, an answering machine or another automated answering service counts, including where the AI Call Agent leaves a message or voicemail drop.

d. A very short connection, wrong-number connection or immediate hang-up after connection counts.

e. Ringing without connection, a busy response and a failed attempt that never connects do not count.

f. Time after a successful human transfer is excluded once the transfer destination answers and the AI Call Agent disconnects. If the transfer is not completed and the AI Call Agent remains connected, that Connected Time continues to count.

g. Each callback, redial or new physical call is a separate Connected Call and consumes separate Call Units if connected.

h. If the Customer purchases both inbound and outbound Services, the inbound and outbound Monthly Call Allowances are separate unless the Specific Contract Terms expressly combine them.

i. A Connected Call is allocated to the Billing Cycle in which the call starts, even if it ends after the next Billing Cycle begins.

j. Unused Call Units expire at the end of each Billing Cycle and do not roll over.

k. Reaching the Monthly Call Allowance does not stop calls. AiDial does not provide a customer-configurable overage ceiling, and Additional Call Charges continue to accrue for Call Units above the allowance.

l. AiDial may suspend or restrict Services for misuse, unlawful use, non-payment or use outside the agreed scope.

7.4 Third-Party Integrations:

a. Integration scope and responsibility are as specified in the Specific Contract Terms.

b. The Customer is responsible for its third-party accounts, permissions, licences and data unless the Specific Contract Terms state otherwise.

c. Changes, restrictions or outages affecting third-party APIs or telecommunications providers may affect the Services and may require separately quoted work.

d. AiDial is not responsible for a third party's service interruption or change, except to the extent required by law.

7.5 System Monitoring and Backup:

- a. AiDial maintains monitoring and backup arrangements appropriate to the Services.
- b. Any specific monitoring, backup, recovery or retention commitment applies only if stated in the Specific Contract Terms.

8 Service Fees and Billing

8.1 Setup and Development Fees:

- a. Setup, development and implementation fees are charged as specified in the Specific Contract Terms.
- b. Unless the Specific Contract Terms state otherwise, setup and development fees are payable when the Agreement is accepted and are non-refundable once the related work has been performed, subject to rights that cannot be excluded under law.

8.2 Subscription Plans and Usage Charges:

- a. A subscription plan may include a monthly Service Fee, a Monthly Call Allowance and Additional Call Charges.
- b. The applicable plan, inbound or outbound allowance, other inclusions and Additional Call Charges are specified in the Specific Contract Terms.
- c. Website pricing is indicative and does not replace pricing accepted in the Specific Contract Terms.
- d. Charges are calculated by Billing Cycle using Call Units, rather than by simply counting physical call records.

8.3 Payment Terms:

- a. The first Billing Cycle starts on the Commencement Date, being the date AiDial receives the first successful payment unless another date is agreed.
- b. Hosting, maintenance and subscription Service Fees are billed monthly in advance.
- c. Usage, overage and other variable charges are billed monthly in arrears unless the Specific Contract Terms state otherwise.
- d. Payment is due within seven days after the invoice date unless the Specific Contract Terms state another due date.
- e. The Customer must keep a valid payment method on file where recurring payment is required.
- f. If an amount remains unpaid for 14 days after it is due, AiDial may suspend or terminate the Services after giving any notice required by law.

8.4 Plan Changes:

- a. An upgrade or downgrade requested by the Customer takes effect at the start of the next Billing Cycle unless AiDial agrees otherwise in writing.
- b. A plan change does not retrospectively reprice Call Units or other usage incurred in the current or an earlier Billing Cycle.

8.5 Suspension: AiDial may suspend the Services for non-payment or material breach. Fees continue to accrue during a suspension caused by the Customer unless AiDial agrees otherwise or applicable law requires otherwise.

8.6 No Pro-Rata Refund: Prepaid recurring fees are not refunded merely because the Customer stops using the Services before the end of the paid Billing Cycle, subject to rights that cannot be excluded under law.

9 Service Modification, Knowledge Updates and Maintenance

9.1 Included Knowledge Base Update:

- a. Unless the Specific Contract Terms state otherwise, the Customer may request one Small Knowledge Base Update in each Billing Cycle.
- b. A Small Knowledge Base Update is one discrete, limited change, such as adding, changing or removing one FAQ entry or adding, changing or removing one product or service entry of similar size.
- c. Unused Small Knowledge Base Updates expire at the end of the Billing Cycle and do not roll over.
- d. Multiple changes, bulk content replacement, new document sets, significant restructuring, new call logic or other larger updates are outside the included update and will be quoted according to their scope and scale before work begins.

9.2 Other Customer-Requested Changes: Post-Deployment modifications, additional Revisions, integrations and performance changes may incur additional fees quoted separately.

9.3 Ongoing Maintenance: Unless the Specific Contract Terms state otherwise, routine maintenance covers the underlying managed hosting environment and service components selected by AiDial. It does not include unlimited changes to Training Data, business processes, integrations or call flows.

9.4 Regulatory and Compliance Updates:

- a. AiDial will use reasonable efforts to maintain its Services in line with applicable requirements that apply directly to AiDial.
- b. Customer-specific or industry-specific compliance requirements must be identified in the Specific Contract Terms.
- c. Additional compliance work or Customer-requested changes may be separately quoted.

10 Termination and Cancellation

10.1 Customer Cancellation:

- a. The Customer may give written notice to cancel the subscription at any time.
- b. Cancellation takes effect at the end of the Billing Cycle for which hosting, maintenance and subscription fees have already been paid, but not before the end of any minimum subscription period stated in the Specific Contract Terms.
- c. Subject to suspension rights and applicable law, the Services continue until the effective cancellation date.
- d. The Customer remains responsible for all Service Fees, Additional Call Charges and other amounts incurred up to the effective cancellation date.
- e. Prepaid recurring fees are not refunded or credited for the unused part of a Billing Cycle merely because notice is given before that cycle ends, subject to rights that cannot be excluded under law.

10.2 AiDial Termination: AiDial may terminate the Agreement for material breach, non-payment, unlawful use, misuse or another termination right stated in the Specific Contract Terms, after any notice required by law or the Agreement.

10.3 On termination, the AI Call Agent will be deactivated, access to the Services and Client Portal will cease, and phone number treatment will be governed by clause 4.6 and any separate written arrangement.

10.4 Provisions intended by their nature to continue after termination, including payment, confidentiality, privacy, intellectual property and liability provisions, survive termination.

11 Limitation of Liability

11.1 Nothing in the Agreement excludes, restricts or modifies a guarantee, condition, warranty, right or remedy that cannot lawfully be excluded, including under the Australian Consumer Law where it applies.

11.2 To the extent permitted by law, AiDial excludes liability for indirect, consequential, special or punitive loss, including loss of profit, revenue, opportunity or anticipated savings.

11.3 To the extent permitted by law, AiDial's aggregate liability arising from the Agreement is limited to the Service Fees paid by the Customer in the 12 months immediately before the event giving rise to the claim.

11.4 The Customer acknowledges that AI outputs may be inaccurate or unexpected and must maintain appropriate human oversight, escalation and verification procedures.

11.5 AiDial is not liable for a business, clinical, legal, financial or operational decision made solely in reliance on AI-generated interactions or data.

12 Confidentiality

12.1 Each party must keep the other party's Confidential Information confidential and use it only for the purposes of the Agreement.

12.2 The confidentiality obligation continues after termination.

12.3 Confidential Information does not include information that:

- a. is public other than through a breach of the Agreement;
- b. was lawfully known to the receiving party before disclosure;
- c. is independently developed without use of the other party's Confidential Information;
- d. is lawfully received from a third party without a duty of confidence; or
- e. must be disclosed by law, a court or a regulator.

12.4 A party required to disclose Confidential Information must, where lawful, give prompt notice to the other party and disclose only what is required.

13 Privacy, Compliance and Telecommunications

13.1 Each party must comply with privacy and telecommunications laws applicable to its own activities under the Agreement.

13.2 The Customer is responsible for ensuring that its proposed use, scripts, call lists, notices, consents, recording practices and business processes are lawful and appropriate for its industry and callers.

13.3 AiDial will process personal information in accordance with the Agreement, the Privacy Policy and applicable law.

13.4 AI identification, call recording, marketing-call, consent and disclosure requirements may differ by jurisdiction, call direction, purpose and industry. Customer-specific requirements must be confirmed in the Specific Contract Terms and approved scripts.

13.5 If a data breach affecting Customer data occurs, AiDial will notify the Customer as soon as reasonably practicable and cooperate with legally required notifications. Each party remains responsible for its own legal notification obligations.

14 Force Majeure

14.1 Neither party is liable for delay or failure to perform an obligation, other than a payment obligation, to the extent caused by Force Majeure.

14.2 The affected party must notify the other party as soon as reasonably practicable and use reasonable efforts to reduce the effect of the event.

15 General Provisions

15.1 The Agreement is governed by the laws of Queensland, Australia, and the parties submit to the jurisdiction of Queensland courts.

15.2 AiDial may assign the Agreement as part of a business sale, restructure or transfer of the Services. The Customer may assign the Agreement only with AiDial's prior written consent, which will not be unreasonably withheld.

15.3 Notices must be in writing and sent to the contact details specified in the Specific Contract Terms or later notified in writing.

15.4 If a provision is invalid or unenforceable, it is severed to the extent necessary and the remainder of the Agreement continues.

15.5 A failure or delay to enforce a right is not a waiver of that right.

15.6 A variation to the Agreement must be agreed in writing by both parties, except where these Conditions or the Specific Contract Terms expressly permit AiDial to update an operational policy or service description.

15.7 The Agreement may be accepted electronically and in counterparts.

15.8 Dispute Resolution: A party must first give written notice of a dispute and the parties must attempt to resolve it through good-faith negotiations. If unresolved after 30 days, the dispute must be referred to mediation in Queensland before court proceedings begin, except for urgent injunctive relief or recovery of an undisputed debt.